

TEK SALES, INC.



*"Protecting Public Health and the Environment"*

CONTRACT NO. B364-5

PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

FURNISH AND DELIVER VARIOUS  
MANUFACTURERS EQUIPMENT  
AND SPARE PARTS FOR A 2 (TWO) YEAR PERIOD

CONTRACT NO. B364-5  
AGREEMENT  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS  
TO

FURNISH AND DELIVER VARIOUS MANUFACTURERS EQUIPMENT  
AND SPARE PARTS FOR A TWO (2) YEAR PERIOD

**THIS AGREEMENT**, made and executed this 20<sup>th</sup> day of July, 2023, by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and

Tek-Sales, Inc.

5 Marway Circle Suite 14 Rochester, NY 14624

a corporation chartered under the laws of the State of New York  
partnership, individual with principals offices at Rochester, NY

hereinafter called the "Contractor".

**WITNESSETH:** That the said Contractor has agreed and by these presents does agree with the PVSC, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and under the terms and conditions expressed in Bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious and workmanlike manner all the work as described in the contract specifications commencing the work within ten (10) days unless stated otherwise in the bid documents, from the date of Notice to Proceed and executing the same within the time and proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications of said Work.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the PVSC may approve. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the PVSC.

The PVSC shall not be liable to the Contractor for any neglect, default, delay or interference of or by another contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

It is hereby mutually agreed that the PVSC is to pay and the Contractor is to receive the amount bid (less retainage, if any) and stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all work as described in the Contract Specification and for fully complying with the terms and conditions of this Contract.

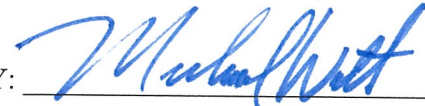
Subject to the applicable provisions of law, the Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the PVSC.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall prevail in all cases and will govern in the award and agreement between the PVSC and the Contractor.

**IN WITNESS WHEREOF:** The parties hereto have executed this agreement the day and year first above mentioned.

**PASSAIC VALLEY SEWERAGE COMMISSION**

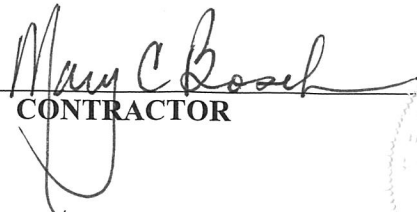
BY:   
GREGORY A. TROMONTOZZI, EXECUTIVE DIRECTOR

(SEAL) ATTEST BY:   
**PASSAIC VALLEY SEWERAGE COMMISSION**  
MICHAEL WITT, GENERAL COUNSEL

TEK-SALES, INC.

**CONTRACTOR NAME**

BY:   
CONTRACTOR

(SEAL) ATTEST BY:   
CONTRACTOR



**FURNISH AND DELIVER EQUIPMENT & SPARE PARTS  
CONTRACT NO. B364-5  
AWARD SHEET**

NAME OF BIDDER:

BUSINESS NAME: Tek-Sales, Inc.

ADDRESS: 5 Marway Circle, Suite 14  
Rochester, NY 14624

TELEPHONE NO: (585)426-4580 FAX NO: (585)426-5108

TAX ID # 16-0928819

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver various new equipment and spare parts for the manufacturers listed on the bid to the PVSC Warehouse, for all risk and liabilities in connection with the work, and in accordance with all the terms of the specifications, and this contract for the percentage discount off manufacturers list price as shown on the vendors bid sheets under ITEM (A) and ITEM (B).

a. Total number manufacturer's awarded 1.

b. Delivery Period for Equipment 180 Calendar Days.

Delivery Period for Spare Parts 180 Calendar Days.

NOTE: The delivery period must be completed or the bid will be considered non-responsive.

2. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.

3. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.

4. The term of this contract is for a two (2) year period beginning August 1, 2023, and extending thru July 31, 2025. All prices shall hold firm, and not subject to increase during the term of the contract.

5. The Commissioners do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.

6. The vendor is not required to bid on every manufacturer or item shown on the vendors bid sheets. For the items he wishes to deliver the vendor shall fill in the discount off the manufacturers list price for either (A) new equipment or (B) spare parts. The vendor may bid on either one or both of these items (A or B).
7. The bidder shall complete the "MANUFACTURES PRICE LIST DATA" sheets enclosed in the proposal for all the items he bids on. Failure to complete this form will require that the bidder be considered "Non Responsive" for that section.
8. Any manufacturer, brand, model, and/or any other proprietary trade name indicated on the bid by the PVSC serves to define the specifications of the items the PVSC wishes to be delivered. An approved equal may be furnished. All equals or exceptions submitted by bidder shall be cataloged and referenced to the PVSC specifications, and manufacturer's published technical bulletins. The documents shall be with the bid proposal and labeled identifying the Section and manufacturer to correspond with the Vendors Bid Sheets. The information shall be legible and complete in every detail. Failure to submit any of the said technical data in the prescribed manner shall render the bid proposal for that section "Non-Responsive".
9. The vendor must submit the manufacturers latest published suggested price list (list price) along with a catalog, for bid evaluation. The Catalogues and Price lists must specifically coincide with the manufacturers' equipment indicated in each section on the bid. Catalogues and Price list must be clearly labeled and identified to correspond with the "Sections on the vendors bid sheets. If the catalogs and price list are not identified properly the bid for those sections will not be evaluated. The latest manufacturer's price list will be used as a basis in awarding the bid to the qualified bidder.
10. Upon notification of an order from the PVSC, the vendor guarantees that the items he bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike or strikers which prevents delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller, to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion of order or orders already delivered and accepted. The Commissioners reserve the right to seek any redress for damages under the Default article of the contract.
11. The Commissioners reserve the right to award this contract on a per item basis, or per section or in total, or they may accept any alternative that they deem to be in their best interest, or they may reject all bids.
12. After delivery and acceptance by the PVSC the vendor shall submit a bill for the items delivered, and the Commissioners at their next scheduled monthly meeting will pay the amount due.

13. All proposals shall be filled out by Handwritten Pen, in black ink, or Typewriter, and must be legible. All corrections made after the bid is prepared must be made in ink, be clearly legible, and must be initialed by the person authorized to sign the bid. Failure to follow this procedure is grounds for rejection of the bid item.

14. Bidders shall sign the bid, signed by an authorized representative of the bidding firm.

15. Upon award of a contract or any part thereof, the vendor shall furnish the PVSC with a performance security for the term of the contract. The performance security may be in the form of cashier or certified check, or a performance bond issued by a surety licensed to do business in the State of New Jersey. If the vendor elects to provide the specified bid security in lieu of a performance security, the bid security shall then become a bond for the successful bidder, and will be returned to him upon completion of the contract. Failure to submit the required performance security may be sufficient cause to cancel the contract and access the vendor for any cost incurred by the PVSC.

16 All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commissioners may seek redress under the Default Article of the contract.

17. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commissioners with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for the term of contract.

**NOTE: The vendor shall clearly mark on the outside of the envelope containing his bid: the bid number, contract name, and bid opening date. Failure to follow this procedure is grounds for rejection.**

**CONTRACT B364-5**  
**MANUFACTURES PRICE LIST DATA**

MANUFACTURERS NAME: Dezurik

CATALOG TITLE: Dezurik Valves And Parts

CATALOG NUMBER: Quote #230343

PRICE LIST NO:

BID SECTION NO: 156

The blank spaces above must be filled in describing the manufacturers price list catalog intended to be used by the bidder. If additional sheets are required, the bidder may make copies of this form at his own expense.

Pricing furnished upon request See attached sheet

# Passaic Valley Sewerage Commission

## BID SHEET B364-5

Furnish & Deliver Various Manufacturers Equipment & Spare Parts For A  
Two (2) Year Period

Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156	PLGV151K-	M122CM-1021342	PART #9007898	VALVE	15.30%	15.30%
DEZURIK	156	FV--870A-	119F2/MOD 5009 8565 W/AC		6" CHECK VALVE	15.30%	15.30%
DEZURIK	156	PLGV870A-	119F W/ACT AGG 6H6 & M		8" PLUG VALVE	15.30%	15.30%
DEZURIK	156	PLGV881CB	119 W/ACT AGG 6H6 & MOD		4" PLUG VALVE	15.30%	15.30%
DEZURIK	156	GV-866A	632 (SPEC) 2/CHW OPERAT		BUTTERFLY VALVE 10	15.30%	15.30%
DEZURIK	156	PLGV866	1 10 W/ACT AGG12H12 & M		14" PLUG VALVE	15.30%	15.30%
DEZURIK	156	BV--866	632 (SPEC) W/CHW OPERA		16" PLUG VALVE	15.30%	15.30%
DEZURIK	156	PLGV860G	110 W/AGG 6 W8 & MOD 50		6" PLUG VALVE	15.30%	15.30%
DEZURIK	156	PLGV862D	203 W/EGG6W8 & MOD 500		6" THREE WAY PLUG VALVE	15.30%	15.30%
DEZURIK	156		118		PLUG VALVE 3" 25 PSI 125 DEG TEMP	15.30%	15.30%
DEZURIK	156		118		PLUG VALVE 4" 100 PSI 50 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV746AB	118		PLUG VALVE 1" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV747K	118		PLUG VALVE 2" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV748AB	118		PLUG VALVE 3- 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV770F	118		PLUG VALVE 4" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV766T	118		PLUG VALVE 6" 100 PSI 75 DEG. TEMP	15.30%	15.30%
DEZURIK	156		118		PLUG VALVE 8" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156		118		PLUG VALVE 12" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV7455	118		PLUG VALVE 16" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV747J	118		PLUG VALVE 2" 100 PSI 90 DEG. TEMP	15.30%	15.30%
DEZURIK	156	FV771H	118		PLUG VALVE 3" 100 PSI 90 DEG TEMP	15.30%	15.30%



Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156	FV747AC	118		PLUG VALVE 4" 100 PSI 90 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV7715	118		PLUG VALVE 6" 100 PSI 90 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV745D	118		PLUG VALVE 8" 100 PSI 90 DEG. TEMP	15.30%	15.30%
DEZURIK	156	FV7456	118		PLUG VALVE 10" 100 PSI 90 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV-745C	118		PLUG VALVE 15" 100 PSI 90 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV754E	118		PLUG VALVE 4" 100 PSI 100 DEG TEMP	15.30%	15.30%
DEZURIK	156		118		PLUG VALVE 6" 100 PSI 120 DEG. TEMP	15.30%	15.30%
DEZURIK	156	FV746AA	118		PLUG VALVE 5" 150 PSI 90 DEG. TEMP	15.30%	15.30%
DEZURIK	156	FV754B	118		PLUG VALVE 4" 100 PSI 150 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV840BF	632		BUTTERFLY VAVE 2" 15 PSI 250 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV840EB	632		BUTTERFLY VAVE 6" 15 PSI 250 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV840F	632		BUTTERFLY VALVE 10" 15 PSI 250 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV840AB	632		BUTTERFLY VALVE 20" 15 PSI 250 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV840BG	632		BUTTERFLY VALVE 3" 100 PSI 75 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV766AD	803		KNIFE GATE 1"2 100 PSI 200 DEG TEMP	15.30%	15.30%
DEZURIK	156	FV766AD	803		KNIFE GATE 12" 125 PSI 200 DEG. TEMP	15.30%	15.30%
DEZURIK	156	FV766NA	803		KNIFE GATE 18" 125 PSI 200 DEG. TEMP	15.30%	15.30%
DEZURIK	156	CV- -903		f 10	CHECK VALVE 3-	15.30%	15.30%
DEZURIK	156	FAS322	CLM157	3250	PLUG VAL VE 6	15.30%	15.30%
DEZURIK	156	FVAS329	2016545YE M		PLUG VALVE 30-	15.30%	15.30%
DEZURIK	156	PLRV330	B720771914 OG		PLUG VALVE RESIL 4-	15.30%	15.30%
DEZURIK	156	PLGV605D	9097065		PLUG VALVE 8- BODY CI SEAT AM TEMP 300 T AG SARFO 627450 09 TS 134	15.30%	15.30%
DEZURIK	156	FV--601A	9097076		PLUG VALVE 6- BODY CI SEAT AM TEMP 300 TAG SAR YI 709712 03-19	15.30%	15.30%
DEZURIK	156		9097069		PLUG VALVE 8	15.30%	15.30%
DEZURIK	156	PLGV621A	9097070		PLUG VALVE 8	15.30%	15.30%
DEZURIK	156	PLGV621JB	9087958		PLUG VALVE 24 TAG MS 103 627450-2-2 ADM	15.30%	15.30%
DEZURIK	156	FCV-621K	9099760		PLUG VAL VE 30 10082638219676240710D M	15.30%	15.30%
DEZURIK	156	PLGV601J	9090757		PLUG VALVE 6-	15.30%	15.30%
DEZURIK	156	PLGV621KB	9097059		PLUG VALVE 30 627450 3.3	15.30%	15.30%

Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156	FCV 621-J	9099759		PLUG VALVE 24	15.30%	15.30%
DEZURIK	156	PLUGV707K	9065345	637093 02	20- ECCENTRIC PLUG VALVE	15.30%	15.30%
DEZURIK	156	PLGV555E	9108443	#75	MOTORIZED VALVE	15.30%	15.30%
DEZURIK	156	PLGV554E	9108443	#7595	MOTORIZED VALVE	15.30%	15.30%
DEZURIK	156	PLGV553E	9108443	#759	MOTORIZED VALVE	15.30%	15.30%
DEZURIK	156	PLGV858C	119W/BBG6H 6 MODIF5009		PLUG VALVE	15.30%	15.30%
DEZURIK	156	PLGV860G	119W/AGG11 16 MOD5001		PLUG VALVE	15.30%	15.30%
DEZURIK	156	PLGV861D3	119W/AGG6W 8MOD5009		PLUG VALVE	15.30%	15.30%
DEZURIK	156	FV-860A	JF 1	RS600	RET PUMP DISCH VALVE	15.30%	15.30%
DEZURIK	156	PLGV511A		SHOP DRWG #A-16828	SUCTION PLUG VALVE 10	15.30%	15.30%
DEZURIK	156	FV-511		SHOP DRWG #A-16828	FLOW VALVE MOTORIZED 10	15.30%	15.30%
DEZURIK	156	PLGV511B		SHOP DRWG #A-16828	DISCH PLUG VALVE 10	15.30%	15.30%
DEZURIK	156	PLGV515A		SHOP DRWG #A-57349K	PLUG VALVE 12	15.30%	15.30%
DEZURIK	156	FV- 619A	9097074		VALVE WITH LIMITOROU E ACTUATOR SIZE 12 BODY CI. TEMP 300. SEAT AM TAG SARED	15.30%	15.30%
DEZURIK	156	PLGV315RB	2006081		PLUG VALVE 4	15.30%	15.30%
DEZURIK	156	PLGV315SC	1083615		PLUG VALVE 2 1/2	15.30%	15.30%
DEZURIK	156	PLGV315RE	1083615		PLUG VALVE 2	15.30%	15.30%
DEZURIK	156	PLGV315RA	9095096		PLUG VALVE 12	15.30%	15.30%
DEZURIK	156	PLGVJ315TF	1083615		PLUG VALVE 1 1/2	15.30%	15.30%
DEZURIK	156	CV -320A	150SWP		CHECK VALVE 2 1/2	15.30%	15.30%
DEZURIK	156	PLGV315N	1083615		PLUG VALVE 8	15.30%	15.30%
DEZURIK	156	PLGV315AB	9095098		PLUG VAL VE 10	15.30%	15.30%
DEZURIK	156	PLGV315BA	9095095	1080313	PLUG VALVE 14'	15.30%	15.30%
DEZURIK	156	GLV-355B		47898	GLOBE VALVE 1/2	15.30%	15.30%
DEZURIK	156	GLV-355C		47898	PASS GLOBE VALVE 1/2	15.30%	15.30%
DEZURIK	156	PLGV552E	MODEL #9108443	SER #759	MOTORIZED VALVE	15.30%	15.30%
DEZURIK	156	PLGV551E	MODEL #9108443	SER #759	MOTORIZED VALVE	15.30%	15.30%
DEZURIK	156	BV247A	FIG 632 RS66 KWG52		14 BUTTERFLY VALVE #168	15.30%	15.30%
DEZURIK	156		FIG 632 RS50 KWG7L		16 BUTTERFLY VALVE #520	15.30%	15.30%
DEZURIK	156		FIG 632 RS66 KWG7L		20 BUTTERFLY VALVE #182	15.30%	15.30%
DEZURIK	156		2000 FIG 632		20 BUTTERFLY VALVE #186	15.30%	15.30%

Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156		0600 FIG 632		6 BUTTERFLY VALVE #188	15.30%	15.30%
DEZURIK	156		AG66H12		12 VALVE GALLERY FINALS PLUG VALVES	15.30%	15.30%
DEZURIK	156		AG66H14		14 VALVE PLUG VALVES	15.30%	15.30%
DEZURIK	156		AG66H10		10 VALVE PLUG VALVE	15.30%	15.30%
DEZURIK	156	DWP	AG66H		8 CHECK VALVE DWP	15.30%	15.30%
DEZURIK	156		05PPLV318A2 7		4 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG118		1 1/2 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG118		2 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		1 1/2 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		2 1/2 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		4 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		6 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		8 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		10 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG119		12 PLUG VALVE	15.30%	15.30%
DEZURIK	156		FIG120		2 PLUG VALVE	15.30%	15.30%
DEZURIK	156		9722178		Plug Valve	15.30%	15.30%
DEZURIK	156		9730410		Butterfly Valve	15.30%	15.30%
DEZURIK	156		9722180		Plug Valve	15.30%	15.30%
DEZURIK	156		9722177		Plug Valve	15.30%	15.30%
DEZURIK	156		9002717		HYDRAULIC VALVE SIZE 0600	15.30%	15.30%
DEZURIK	156	BV 250 AB	FIG 632 RS66 KWG7W12		18 BUTTERFLY VALVE #245	15.30%	15.30%

DEZURIK	156	Zimpro Dewatering Pump Valve Actuator	PEC,10,F1,C1, NBR,M'GS-12- PC6, EPP PEC:	N/A	DeZurik Valve actuator model # PEC,10,F1,C1, NBR, M*GS-12- PC6, EPP PEC. Style: Eccentric plug valve, rectangular port 10: Size: 10" (250 mm); standard port, stainless steel bearings; welded-in nickel seat (except rubber lined or Stainless Steel Bodies) F1: End Connection - Flanged, Drilled to ANSI Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B; (.5"-12" Pressure Rating 175 psi (1210 kPa); (14"& larger Pressure Rating 150 psi (1030 kPa) NBR: Packing - .5" - 3" Acrylonitrile-Butadiene Reinforced filler in a PTFE U-ring; 4" & Larger Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment, -20 to 250° F. (-29 to 121° C.) M: Plug Facing - Metal Coating or Paint: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel (NSF Std. 61) on Exterior and Standard (SP10) surface prep GS-12-PC6: Actuator Type - G- Series Gear with Double Acting Cylinder Operator EPP: Accessories - Pneumatic Pump check Accessory	15.30%	15.30%
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# DeZURIK Quotation



**To:** USA  
**Invoice Terms:** Net 30 Days  
**Days Valid:** 30  
**Shipping Point:** Factory; Freight Allowed  
**Delivery Notes:**

**Date of Quote:** 05-16-2023  
**Quote Number:** 230343  
**Project Name:** PSI PVSC Coop  
**I.D. (Rep. Use):**  
**Line of Business:** 4952 - Municipal Sewage Treatment  
**Make Order To:** DeZURIK, Inc.  
 C/O Tek-Sales, Inc  
 JP Braun Vice President  
 5 Marway Circle Suite 14  
 Rochester, NY 14624  
 USA  
 Phone 5859530612  
 Fax Tek-Sales  
 Email jpbraun@tek-sales.com

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA.

UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price <i>LIST PRICE</i>	Total Price
1		1	PEC,1,T1,CI,NBR,CR*LV	\$354.00	\$354.00
2		1	PEC,1.5,T1,CI,NBR,CR*LV	\$403.00	\$403.00
3		1	PEC,2,F1,CI,NBR,CR*LV	\$732.00	\$732.00
4		1	PEC,2.5,F1,CI,NBR,CR*LV	\$858.00	\$858.00
5		1	PEC,3,F1,CI,NBR,CR*LV	\$825.00	\$825.00
6		1	PEC,4,F1,CI,NBR,CR*GS-6-HD8	\$1,557.00	\$1,557.00
7		1	PEC,5,F1,CI,NBR,CR*GS-6-HD8	\$4,780.00	\$4,780.00
8		1	PEC,6,F1,CI,NBR,CR*GS-6-HD8	\$2,233.00	\$2,233.00
9		1	PEC,8,F1,CI,NBR,CR*GS-6-HD12	\$3,322.00	\$3,322.00
10		1	PEC,10,F1,CI,NBR,CR*GS-12-HD12	\$5,478.00	\$5,478.00
11		1	PEC,12,F1,CI,NBR,CR*GS-12-HD16	\$7,260.00	\$7,260.00
12		1	PEC,14,F1,CI,NBR,CR*GS-12-HD24	\$9,680.00	\$9,680.00
13		1	PEC,16,F1,CI,NBR,CR*GS-12-HD20	\$11,633.00	\$11,633.00
14		1	PEC,20,F1,CI,NBR,CR*MG-WR1L-HD32	\$24,640.00	\$24,640.00
15		1	PEC,24,F1,CI,NBR,CR*MG-WR3L-HD32	\$43,615.00	\$43,615.00
16		1	PEC,30,F1,CI,NBR,CR*MG-WR4L-HD36	\$63,635.00	\$63,635.00
17		1	CVS,2,250A,F1,DIF,DI-S11-S2-NBR*LW	\$1,716.00	\$1,716.00
18		1	CVS,3,250A,F1,DIF,DI-S11-S2-NBR*LW	\$1,815.00	\$1,815.00
19		1	CVS,4,250A,F1,DIF,DI-S11-S2-NBR*LW	\$1,892.00	\$1,892.00
20		1	CVS,6,250A,F1,DIF,DI-S11-S2-NBR*LW	\$2,596.00	\$2,596.00
21		1	CVS,8,250A,F1,DIF,DI-S11-S2-NBR*AC	\$5,940.00	\$5,940.00
22		1	CVS,10,250A,F1,DIF,DI-S11-S2-NBR*AC	\$8,360.00	\$8,360.00
23		1	CVS,12,250A,F1,DIF,DI-S11-S2-NBR*AC	\$15,070.00	\$15,070.00
24		1	CVS,14,250A,F1,DIF,DI-S11-S2-NBR*AC	\$17,160.00	\$17,160.00
25		1	CVS,16,250,F1,DIF,DI-S1-S1-NBR*AC	\$22,000.00	\$22,000.00

# DeZURIK Quotation



Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
26		1	KGC,2,ES,F1,S2,SMP,S2-M*MN-HD8-CS	\$1,180.00	\$1,180.00
27		1	KGC,3,ES,F1,S2,SMP,S2-M*MN-HD8-CS	\$1,285.00	\$1,285.00
28		1	KGC,4,ES,F1,S2,SMP,S2-M*MN-HD8-CS	\$1,528.00	\$1,528.00
29		1	KGC,6,ES,F1,S2,SMP,S2-M*MN-HD12-CS	\$1,935.00	\$1,935.00
30		1	KGC,8,ES,F1,S2,SMP,S2-M*MN-HD12-CS	\$2,507.00	\$2,507.00
31		1	KGC,10,ES,F1,S2,SMP,S2-M*MN-HD16-CS	\$3,729.00	\$3,729.00
32		1	KGC,12,ES,F1,S2,SMP,S2-M*MN-HD16-CS	\$5,022.00	\$5,022.00
33		1	KGC,14,ES,F1,S2,SMP,S2-M*MN-HD20-CS	\$6,204.00	\$6,204.00
34		1	KGC,16,ES,F1,S2,SMP,S2-M*MN-HD20-CS	\$8,074.00	\$8,074.00
35		1	KGC,18,ES,F1,S2,SMP,S2-M*MNB-HD12-CS	\$14,124.00	\$14,124.00
36		1	BOS,2,US,W1,DI,NBR,NBR,DI-S8*LT	\$458.00	\$458.00
37		1	BAW,3,F1,CI,NBRN-NBR,150B,DI-S2*LT	\$1,180.00	\$1,180.00
38		1	BAW,4,F1,CI,NBRN-NBR,150B,DI-S2*LT	\$1,202.00	\$1,202.00
39		1	BAW,6,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD8	\$2,140.00	\$2,140.00
40		1	BAW,8,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD8	\$2,415.00	\$2,415.00
41		1	BAW,10,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD8	\$3,174.00	\$3,174.00
42		1	BAW,12,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD8	\$3,696.00	\$3,696.00
43		1	BAW,14,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD12	\$4,758.00	\$4,758.00
44		1	BAW,16,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD16	\$5,907.00	\$5,907.00
45		1	BAW,18,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD24	\$7,497.00	\$7,497.00
46		1	BAW,20,F1,CI,NBRN-NBR,150B,DI-S2*GS-6B-HD24	\$8,542.00	\$8,542.00
47		1	PTW,6,F1,CI,6,S-1-M*GS-6-PC8-A	\$14,525.00	\$14,525.00
48		1	PEC,2,F1,CI,T,M*LV	\$1,441.00	\$1,441.00
49		1	PEC,3,F1,CI,T,M*LV	\$1,606.00	\$1,606.00
50		1	PEC,4,F1,CI,T,M*GS-6-HD8	\$4,851.00	\$4,851.00
51		1	PEC,6,F1,CI,T,M*GS-6-HD8	\$5,877.00	\$5,877.00
52		1	PEC,8,F1,CI,T,M*GS-6-HD12	\$9,205.00	\$9,205.00
53		1	PEC,10,F1,CI,T,M*GS-12-HD16	\$14,146.00	\$14,146.00
54		1	PEC,12,F1,CI,T,M*GS-12-HD16	\$16,638.00	\$16,638.00
55		1	PEC,4,F1,CI,NBR,CR*X Modified	\$21,863.00	\$21,863.00
56		1	PEC,6,F1,CI,NBR,CR*X Modified	\$22,506.00	\$22,506.00
57		1	PEC,8,F1,CI,NBR,CR*X Modified	\$23,100.00	\$23,100.00
58		1	PEC,10,F1,CI,NBR,CR*X Modified	\$25,300.00	\$25,300.00
59		1	PEC,12,F1,CI,NBR,CR*X Modified	\$28,518.00	\$28,518.00
60		1	PTW,6,F1,CI,6,D-2-CR*GSL-6-HD8	\$10,065.00	\$10,065.00
61		1	PEC,10,F1,CI,NBR,M*GS-12-PC6,EPP	\$20,295.00	\$20,295.00
62		1	PEC,14,F1,CI,T,M*MG-WR1L-CW24	\$30,032.00	\$30,032.00
63		1	PEC,16,F1,CI,T,M*MG-WR1L-HD24	\$34,652.00	\$34,652.00
64		1	PEC,20,F1,CI,T,M*MG-WR3L-HD32	\$67,002.00	\$67,002.00
65		1	PEC,24,F1,CI,T,X*MG-WR4L-HD32 Modified	\$75,341.00	\$75,341.00

# DeZURIK Quotation



Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
66		1	PEC,30,F1,C1,T,X*MG-WR4L-HD36 Modified	\$94,316.00	\$94,316.00
67		1	PEC,2,F1,C1,T,M*LV	\$1,441.00	\$1,441.00
<b>Total</b>					<b>\$866,831.00</b>



*MATCHES QUOTE LINE  
TO ITEM*

Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DESIGN PLASTIC SYSTEMS, INC.	835				PVC & CPVC Pipe Fittings		
DESIGN PLASTIC SYSTEMS, INC.	835				Fiberglass Floor Grating (various sizes & styles)		
DEZURIK						Section	156
DEZURIK	156	PLGV151K-	M122CM-1021342	PART #9007898	VALVE	Obsolete	
DEZURIK	156	FV--870A-	119F2/MOD 5009		6" CHECK VALVE	44	
DEZURIK	156	PLGV870A-	119F W/ACT AGG 6H6 & M		8" PLUG VALVE	10	
DEZURIK	156	PLGV881CB	119 W/ACT AGG 6H6 & MOD		4" PLUG VALVE	7	
DEZURIK	156	GV-866A	632 (SPEC) 2/CHW OPERAT		BUTTERFLY VALVE 10	34	
DEZURIK	156	PLGV866	1 10 W/ACT AGG12H12 & M		14" PLUG VALVE	13	
DEZURIK	156	BV--866	632 (SPEC) W/CHW OPERA		16" PLUG VALVE	14	
DEZURIK	156	PLGV860G	110 W/AGG 6 W8 & MOD 50		6" PLUG VALVE	9	
DEZURIK	156	PLGV862D	205 W/AGG 6 W8 & MOD 500		6" THREE WAY PLUG VALVE	69	
DEZURIK	156		118		PLUG VALVE 3" 25 PSI 125 DEG TEMP	6	
DEZURIK	156		118		PLUG VALVE 4" 100 PSI 50 DEG TEMP	4	
DEZURIK	156	FV746AB	118		PLUG VALVE 1" 100 PSI 75 DEG TEMP	2	
DEZURIK	156	FV747K	118		PLUG VALVE 2" 100 PSI 75 DEG TEMP	4	
DEZURIK	156	FV748AB	118		PLUG VALVE 3" 100 PSI 75 DEG TEMP	6	
DEZURIK	156	FV770F	118		PLUG VALVE 4" 100 PSI 75 DEG TEMP	7	
DEZURIK	156	FV766T	118		PLUG VALVE 6" 100 PSI 75 DEG. TEMP	9	
DEZURIK	156		118		PLUG VALVE 8" 100 PSI 75 DEG TEMP	10	
DEZURIK	156		118		PLUG VALVE 12" 100 PSI 75 DEG TEMP	12	
DEZURIK	156	FV7455	118		PLUG VALVE 16" 100 PSI 75 DEG TEMP	14	
DEZURIK	156	FV747J	118		PLUG VALVE 2" 100 PSI 90 DEG. TEMP	4	
DEZURIK	156	FV771H	118		PLUG VALVE 3" 100 PSI 90 DEG TEMP	6	
DEZURIK	156	FV747AC	118		PLUG VALVE 4" 100 PSI 90 DEG TEMP	7	
DEZURIK	156	FV7715	118		PLUG VALVE 6" 100 PSI 90 DEG TEMP	9	
DEZURIK	156	FV745D	118		PLUG VALVE 8" 100 PSI 90 DEG. TEMP	10	
DEZURIK	156	FV7456	118		PLUG VALVE 10" 100 PSI 90 DEG TEMP	11	
DEZURIK	156	FV-745C	118		PLUG VALVE 15" 100 PSI 90 DEG TEMP	N/A	
DEZURIK	156	FV754E	118		PLUG VALVE 4" 100 PSI 100 DEG TEMP	7	
DEZURIK	156		118		PLUG VALVE 6" 100 PSI 120 DEG. TEMP	9	
DEZURIK	156	FV746AA	118		PLUG VALVE 5" 150 PSI 90 DEG. TEMP	8	
DEZURIK	156	FV754B	118		PLUG VALVE 4" 100 PSI 150 DEG TEMP	7	
DEZURIK	156	FV840BF	632		BUTTERFLY VAVE 2" 15 PSI 250 DEG TEMP	29	
DEZURIK	156	FV840EB	632		BUTTERFLY VAVE 6" 15 PSI 250 DEG TEMP	32	
DEZURIK	156	FV840F	632		BUTTERFLY VALVE 10" 15 PSI 250 DEG TEMP	34	
DEZURIK	156	FV840AB	632		BUTTERFLY VALVE 20" 15 PSI 250 DEG TEMP	39	
DEZURIK	156	FV840BG	632		BUTTERFLY VALVE 3" 100 PSI 75 DEG TEMP	30	



Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156	FV766AD	803		KNIFE GATE 1"2 100 PSI 200 DEG TEMP	2" min	size line 18
DEZURIK	156	FV766AD	803		KNIFE GATE 12" 125 PSI 200 DEG. TEMP	24	
DEZURIK	156	FV766NA	803		KNIFE GATE 18" 125 PSI 200 DEG. TEMP	27	
DEZURIK	156	CV- -903		f 10	CHECK VALVE 3-	42	
DEZURIK	156	FAS322	CLM157	3250	PLUG VAL VE 6	9	
DEZURIK	156	FVAS329	2016545YE M		PLUG VALVE 30-	17	
DEZURIK	156	PLRV330	B720771914 OG		PLUG VALVE RESIL 4-	No Size	
DEZURIK	156	PLGV605D	9097065		PLUG VALVE 8- BODY CI SEAT AM TEMP 300 T AG. SARFO 627450 09 TS 134	55	
DEZURIK	156	FV-601A	9097076		PLUG VALVE 8- BODY CI SEAT AM TEMP 300 T AG. YI 709712 03-19	54	
DEZURIK	156		9097069		PLUG VALVE 8	55	
DEZURIK	156	PLGV621A	9097070		PLUG VALVE 8	55	
DEZURIK	156	PLGV621JB	9087958		PLUG VALVE 24 TAG MS 103 627450-2-2 ADM	61	
DEZURIK	156	FCV-621K	9099760		PLUG VAL VE 30 10082638219676240710D M	62	
DEZURIK	156	PLGV601J	9090757		PLUG VALVE 6-	54	
DEZURIK	156	PLGV621KB	9097059		PLUG VALVE 30 627450 3.3	62	
DEZURIK	156	FCV 621-J	9099759		PLUG VALVE 24	61	
DEZURIK	156	PLUGV707K	9065345	637093 02	20- ECCENTRIC PLUG VALVE	60	
DEZURIK	156	PLGV555E	9108443	#75	MOTORIZED VALVE	59	
DEZURIK	156	PLGV554E	9108443	#7595	MOTORIZED VALVE	59	
DEZURIK	156	PLGV553E	9108443	#759	MOTORIZED VALVE	59	
DEZURIK	156	PLGV858C	119W/BBG6H6 MODIF5009		PLUG VALVE	No size	
DEZURIK	156	PLGV860G	119W/AGG1116 MOD5001		PLUG VALVE	No size	
DEZURIK	156	PLGV861D3	119W/AGG6W8MOD 5009		PLUG VALVE	No size	
DEZURIK	156	FV-860A	JF 1	RS600	RET PUMP DISCH VALVE	Cannot ID	
DEZURIK	156	PLGV511A		SHOP DRWG #A- 16828	SUCTION PLUG VALVE 10	11	
DEZURIK	156	FV-511		SHOP DRWG #A- 16828	FLOW VALVE MOTORIZED 10	61	
DEZURIK	156	PLGV511B		SHOP DRWG #A- 16828	DISCH PLUG VALVE 10	11	
DEZURIK	156	PLGV515A		SHOP DRWG #A- 57349K	PLUG VALVE 12	12	
DEZURIK	156	FV- 619A	9097074		VALVE WITH LIMITOROU E ACTUATOR SIZE 12 BODY CI. TEMP 300. SEAT AM TAG SARED	62	
DEZURIK	156	PLGV315RB	2006081		PLUG VALVE 4	7	
DEZURIK	156	PLGV315SC	1083615		PLUG VALVE 2 1/2	5	
DEZURIK	156	PLGV315RE	1083615		PLUG VALVE 2	4	
DEZURIK	156	PLGV315RA	9095096		PLUG VALVE 12	56	
DEZURIK	156	PLGVJ315TF	1083615		PLUG VALVE 1 1/2	3	
DEZURIK	156	CV ·320A	150SWP		CHECK VALVE 2 1/2	5	
DEZURIK	156	PLGV315N	1083615		PLUG VALVE 8	10	
DEZURIK	156	PLGV315AB	9095098		PLUG VAL VE 10	55	
DEZURIK	156	PLGV315BA	9095095	1080313	PLUG VALVE 14'	57	

Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156	GLV-355B		47898	GLOBE VALVE 1/2	Obsolete	
DEZURIK	156	GLV-355C		47898	PASS GLOBE VALVE 1/2	Obsolete	
DEZURIK	156	PLGV552E	MODEL #9108443	SER #759	MOTORIZED VALVE	64	
DEZURIK	156	PLGV551E	MODEL #9108443	SER #759	MOTORIZED VALVE	64	
DEZURIK	156	BV247A	FIG 632 RS66 KWG52		14 BUTTERFLY VALVE #168	36	
DEZURIK	156		FIG 632 RS50 KWG7L		16 BUTTERFLY VALVE #520	37	
DEZURIK	156		FIG 632 RS66 KWG7L		20 BUTTERFLY VALVE #182	39	
DEZURIK	156		2000 FIG 632		20 BUTTERFLY VALVE #186	39	
DEZURIK	156		0600 FIG 632		6 BUTTERFLY VALVE #188	32	
DEZURIK	156		AG66H12		12 VALVE GALLER Y FINALS PLUG VALVES	12	
DEZURIK	156		AG66H14		14 VALVE PLUG VALVES	13	
DEZURIK	156		AG66H10		10 VALVE PLUG VALVE	11	
DEZURIK	156	DWP	AG66H		8 CHECK VALVE DWP	45	
DEZURIK	156		05PPLV318A27		4 PLUG VALVE	7	
DEZURIK	156		FIG118		1 1/2 PLUG VALVE	3	
DEZURIK	156		FIG118		2 PLUG VALVE	4	
DEZURIK	156		FIG119		1 1/2 PLUG VALVE	N/A	
DEZURIK	156		FIG119		2 1/2 PLUG VALVE	51	
DEZURIK	156		FIG119		4 PLUG VALVE	53	
DEZURIK	156		FIG119		6 PLUG VALVE	54	
DEZURIK	156		FIG119		8 PLUG VALVE	55	
DEZURIK	156		FIG119		10 PLUG VALVE	56	
DEZURIK	156		FIG119		12 PLUG VALVE	57	
DEZURIK	156		FIG120		2 PLUG VALVE	N/A	
DEZURIK	156		9722178		Plug Valve	No Size	
DEZURIK	156		9730410		Butterfly Valve	No Size	
DEZURIK	156		9722180		Plug Valve	No Size	
DEZURIK	156		9722177		Plug Valve	No Size	
DEZURIK	156		9002717		HYDRAULIC VALVE SIZE 0600	54	
DEZURIK	156	BV 250 AB	FIG 632 RS66 KWG7W12		18 BUTTERFLY VALVE #245	38	

Manu	Sec.	PVSC Equip.#	Equipment Model #	Serial #	Description	New Equipment % Disc	Spare Parts % Disc
DEZURIK	156	Zimpro Dewatering Pump Valve Actuator	PEC,10,F1,C1,NBR,M' GS-12-PC6, EPP PEC:	N/A	DeZurik Valve actuator model # PEC,10,F1,C1, NBR, M*GS-12-PC6, EPP PEC. Style: Eccentric plug valve, rectangular port 10: Size: 10" (250 mm); standard port, stainless steel bearings; welded-in nickel seat (except rubber lined or Stainless Steel Bodies) F1: End Connection - Flanged, Drilled to ANSI Class 125/150 Cl: Body Material - Cast Iron, ASTM A126, Class B; (.5"-12" Pressure Rating 175 psi (1210 kPa); (14" & larger Pressure Rating 150 psi (1030 kPa) NBR: Packing - .5" - 3" Acrylonitrile-Butadiene Reinforced filler in a PTFE U-ring; 4" & Larger Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment, 20 to 250° F. (-29 to 121° C.) M: Plug Facing - Metal Coating or Paint: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel (NSF Std. 61) on Exterior and Standard (SP10) surface prep GS-12-PC6: Actuator Type - G-Series Gear with Double Acting Cylinder Operator EPP: Accessories - Pneumatic Pump check Accessory	70	
<b>DIETRICH STD.</b>						<b>Section</b>	<b>157</b>
DIETRICH STD.	157	FE--856A	AWR-74 12		FLOW METER #1		
DIETRICH STD.	157	FI--856AA	C-9800		FLOW INDICATOR		
DIETRICH STD.	157	FI--858AA	C-9200		FLOW INDICATOR		
DIETRICH STD.	157	FE--859A	AWR-7418		FLOW METER #3		
DIETRICH STD.	157	FE--8880	AWR-7414 SCH		FLOW METER #7		
<b>DINKS</b>						<b>Section</b>	<b>069</b>
DINKS	069		F73953		SPRAYER COMPRESSOR		
<b>DISPOSABLE WASTE SYSTEMS, INC.</b>						<b>Section</b>	<b>158</b>
DISPOSABLE WASTE SYSTEMS, INC.	158	FSP-747A-	30000-12-6	940	GRINDER (MUFFIN MONSTER)		
DISPOSABLE WASTE SYSTEMS, INC.	158	FSP-747A-	VJS-53A		SM-CYCLO DRIVE MOTOR		
DISPOSABLE WASTE SYSTEMS, INC.	158	YANACAW	SB100R	WO 2598-70-71	COMMUNOTOR MUFFIN MOTOR		
<b>DODGE</b>						<b>Section</b>	<b>159</b>
DODGE	159		TA0167RA		BELT CONVEYOR (REDUCER) FOOT PULLEY 12" X 36" WIDE HEAD PULLEY 12"X36" WIDE		
DODGE	159		S-2000		TAKE-UP BEARING		
DODGE	159	TANK 605	M665806001LA 079'163"76C		APG GEAR REDUCER 31.4:1 RATIO TRIPLE REDUCTION FRAME 210TC"C FMCE WITH _XT FEATURES		
DODGE	159	ONV62E		R-4696	TORQUE ARM SPEED REDUCER SIZE TOT 325 RATIO 25 34:1		
<b>DORIC TREND</b>						<b>Section</b>	<b>161</b>
DORIC TREND	161	FI-046C	AGATOR	400A	FLOW INDICATOR		

BIDDERS EXCEPTIONS

Item No. Description (Including Manufacturer, Brand & Model Number)

All Dezurik Valves And Parts are available at a 15.3% Discount from list. Section 156 only covers a small selection of available valve types, sizes and materials.

**NJWWCPS-1****North Jersey Wastewater Cooperative Pricing System**

**Contract B364**, has been designated as a Cooperative

Pricing System Contract. Prospective bidders are invited to submit bids on the attached vendor bid list for the following North Jersey Wastewater Cooperative Pricing System members:

Lead Agency: Passaic Valley Sewerage Commission (PVSC)  
600 Wilson Avenue  
Newark, New Jersey 07105

## Member Agencies:

Deliver to same location unless noted otherwise

Bergen County Utilities Authority (BCUA)	PO Box 9	Little Ferry, New Jersey 07643
Deliver to Location:	Foot of Mehrhof Road	Little Ferry, New Jersey 07643
Joint Meeting of Essex and Union Counties (JMEUC)	500 South First Street	Elizabeth, New Jersey 07202
The Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA)	PO BOX 88	Lincoln Park, New Jersey 07035
Deliver to Location:	End of Lincoln Boulevard	Lincoln Park, New Jersey 07035
Northwest Bergen County Utilities Authority	30 Wyckoff Avenue	Waldwick, New Jersey 07463
Rahway Valley Sewerage Authority	1050 East Hazelwood Avenue	Rahway, New Jersey 07065
Town of Morristown	200 South Street	Morristown, New Jersey
Township of Wayne	475 Valley Road	Wayne, New Jersey 07470
City of Asbury Park	One Municipal Plaza	Asbury Park, New Jersey 07712
Deliver to Location:	9 Main Street	Asbury Park, New Jersey 07712
Linden Roselle Sewerage Authority	5005 South Wood Avenue	Linden, New Jersey 07036-8118
Sussex County Municipal Utilities Authority	34 South Route 94	Lafayette, New Jersey 07848
Township of Mine Hill	10 Baker Street	Mine Hill, New Jersey 07803
Musconetcong Sewerage Authority	110 Continental Drive	Budd Lake, New Jersey 07828
Borough of Fair Lawn	8-01 Fair Lawn Avenue	Fair Lawn, New Jersey 07410
Township of Morris	50 Woodland Avenue	Convent Station, NJ 07961
Village of Ridgewood	131 N. Maple Avenue	Ridgewood, New Jersey 07450
Rockaway Valley Sewerage Authority	RD #1, 99 Greenbank Road	Boonton, New Jersey 07005
Atlantic County Utilities Authority	6700 Delilah Road	Egg Harbor Township, N 08234

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**

**NJWWCPS-2**

Member Agencies continued:

Township of Wall	2700 Allaire Road	Wall, New Jersey 07719
Township of Readington	509 Route 523	Whitehouse Station, NJ 08889
Borough of South Plainfield	2480 Plainfield Avenue	South Plainfield, NJ 07080
Borough of Lodi	One Memorial Drive	Lodi, New Jersey 07644
Borough of Madison	50 Kings Road	Madison, New Jersey 07940
Secaucus Municipal Utilities Authority	1100 Koelle Boulevard	Secaucus, New Jersey 07094
Two Rivers Water Reclamation Authority	1 Highland Avenue	Monmouth Beach, NJ 07750
Borough of Point Pleasant	2233 Bridge Avenue	Point Pleasant, New Jersey 08742
Township of Branchburg	1077 US Highway 202 North	Branchburg, New Jersey 08876
Township of Parsippany-Troy Hills	1001 Parsippany Boulevard	Parsippany, New Jersey 07054
Township of Springfield	100 Mountain Avenue	Springfield, NJ 07081
Township of Neptune	25 Neptune Blvd	Neptune, NJ 07753
Township of Verona	600 Bloomfield Avenue	Verona, New Jersey 07044
Borough of Lindenwold	15 North White Horse Pike	Lindenwold, New Jersey 08021
North Bergen Utilities Authority	6200 Tonnelles Avenue	North Bergen, New Jersey 07047
Bayshore Regional Sewerage Authority	100 Oak Street	Union Beach, New Jersey 07735
Lacey Municipal Utilities Authority	34 R. Kennedy Boulevard	Forked River, New Jersey 08731
Cape May County Municipal Utilities Authority	1523 Route 9 North	Swainton, New Jersey 08210
Bernards Township Sewerage Authority	726 Martinsville Road	Liberty Corner, NJ 07938
South Monmouth Regional Sewerage Authority	1235 8 <sup>th</sup> Avenue	Belmar, New Jersey 07719
East Windsor Utilities Authority	7 Wiltshire Drive	East Windsor, New Jersey 08520
Township of Chatham	58 Meyersville Road	Chatham, New Jersey 07928
Toms River Municipal Utilities Authority	340 West Water Street	Toms River, New Jersey 08753
Township of Millburn	375 Millburn Avenue	Millburn, New Jersey 07041
Township of Howell	4567 Route 9 North	Howell, New Jersey 07731
Town of Newton	39 Trinity Street	Newton, New Jersey 07860
Jersey City Municipal Utilities Authority	555 Route 440	Jersey City, New Jersey 07305
Township of Mount Olive	204 Flanders-Drakestown Road	Budd Lake, New Jersey 07828
Borough of Sayreville	167 Main Street	Sayreville, New Jersey 08872
Somerset Raritan Valley Sewerage Authority	50 Polhemus Lane	Bridgewater, New Jersey 08807
Borough of Florham Park	111 Ridgedale Avenue	Florham Park, New Jersey 07932

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**

<b>NJWWCPS-3</b>		Member Agencies continued:
Middlesex County Utilities Authority	257 Main Street	Sayreville, New Jersey 08872-0159
Washington Township Municipal Utilities Authority	46 East Mill Road	Long Valley, New Jersey 07853
Township of East Brunswick	1 Jean Walling Civic Center Drive	East Brunswick, New Jersey 08816
Jackson Township Municipal Utilities Authority	135 Manhattan Street	Jackson, New Jersey 08527
Borough of Stone Harbor	9508 Second Avenue	Stone Harbor, New Jersey 08247
Borough of Bloomingdale	101 Hamburg Turnpike	Bloomingdale, New Jersey 07403
Township of Livingston	357 South Livingston Avenue	Livingston, New Jersey 07039
Township of Roxbury	1715 Route 46	Ledgewood, New Jersey 07852
Township of Freehold	1 Municipal Plaza	Freehold, New Jersey 07728
Southeast Morris County Utilities Authority	19 Saddle Road	Cedar Knolls, New Jersey 07927
Township of Montville	195 Changebridge Road	Montville, New Jersey 07045
Manasquan River Regional Sewerage Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
Cumberland Co. Utilities Authority	333 Water Street	Bridgeton, New Jersey 08302
Borough of Old Tappan	227 Old Tappan Road	Old Tappan, New Jersey 07675
Readington Lebanon Sewerage Authority	Old Route 28	Whitehouse, New Jersey 08888
Borough of Glen Rock	1 Harding Plaza	Glen Rock, New Jersey 07452
Warren Township Sewerage Authority	46 Mountain Boulevard	Warren, New Jersey 07059
Borough of Highlands	42 Shore Drive	Highlands, New Jersey 07732
Township of Denville	1 Saint Mary's Place	Denville, New Jersey 07834
Logan Township Municipal Utilities Authority	69 Jefferson Lane	Logan Township, New Jersey 08085
City of South Amboy	140 North Broadway	South Amboy, New Jersey 08879
Township of Nutley	One Kennedy Drive	Nutley, New Jersey 07110
Lambertville Municipal Utilities Authority	3 Bridge Street	Lambertville, New Jersey 08530
Camden County Municipal Utilities Authority	16445 Ferry Avenue	Camden, New Jersey 08101-1432
Western Monmouth Utilities Authority	103 Pension Road	Manalapan, New Jersey 07726-8401
Borough of Spotswood	77 Summerhill Road	Spotswood, New Jersey 08884
Kearny Municipal Utilities Authority	39 Central Avenue	Kearny, New Jersey 07032
Borough of Totowa	537 Totowa Road	Totowa, New Jersey 07512
Township of Cranford	8 Springfield Avenue	Cranford, New Jersey 07016
East Orange Water Commission	99 South Grove Street	East Orange, New Jersey 07018
Township of Aberdeen	1 Aberdeen Square	Aberdeen, New Jersey 07747
Woodbridge Township	1 Main Street	Woodbridge, New Jersey 07095
Hackettstown Municipal Utilities Authority	424 Hurley Drive	Hackettstown, New Jersey 07840

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**



## NJWWCPS-4

Member Agencies continued:

Township of Bridgewater	100 Commons Way	Bridgewater, New Jersey 08807
Township of Rockaway	1 East Main Street	Rockaway, New Jersey 07866
Borough of Wildwood Crest	6101 Pacific Avenue	Wildwood Crest, New Jersey 08260
Borough of Tinton Falls	556 Tinton Avenue	Tinton Falls New Jersey 07724
Township of Piscataway	455 Hoes Lane	Piscataway, New Jersey 08854
Borough of Elmwood Park	182 Market Street	Elmwood Park, New Jersey 07407
County of Passaic	151 East 11 <sup>th</sup> Street	Paterson, New Jersey 07525
Township of Randolph	502 Millbrook Avenue	Randolph, New Jersey 07869
Township of Middletown	1 Kings Highway	Middletown, New Jersey 07748
Township of Edison	100 Municipal Boulevard	Edison, New Jersey 08817
Township of Hillside	1409 Liberty Avenue	Hillside, New Jersey 07205
Township of Neptune Sewerage Authority	634 Old Corlies Ave	Neptune City, NJ 07753
Borough of Milltown	39 Washington Avenue	Milltown, New Jersey 08850
Egg Harbor Twp. Municipal Utilities Authority	3515 Bargaintown Road	Egg Harbor, New Jersey 08234
Landis Sewerage Authority	1776 South Mill Road	Vineland, New Jersey 08360
Cinnaminson Sewerage Authority	1621 Riverton Road	Cinnaminson, NJ 08077
Township of South Orange Village	76 South Orange Avenue	South Orange, New Jersey 07079
Stony Brook Regional Sewerage Authority	290 River Road	Princeton, New Jersey 08540
Borough of Alpha	1001 East Boulevard	Alpha, New Jersey 08865
Pennsauken Sewerage Authority	1250 John Tipton Boulevard	Pennsauken, New Jersey 08110
Raritan Township Municipal Utilities Authority	365 Old York Rd	Flemington, New Jersey 08822
Borough of Peapack and Gladstone	One School Street	Peapack, New Jersey 07977
Township of Bedminster	One Miller Lane	Bedminster, New Jersey 07921
Borough of Franklin	46 Main Street	Franklin, New Jersey 07416
Town of Dover	100 Princeton Avenue	Dover, New Jersey 07801
Franklin Township Sewerage Authority	70 Commerce Drive	Somerset, New Jersey 08873
Borough of Sea Bright	1099 Ocean Avenue	Sea Bright, New Jersey 07760
Township of Hamilton	2090 Greenwood Avenue	Hamilton, New Jersey 08609
Borough of Bernardsville	166 Mine Brook Road	Bernardsville, New Jersey 07924
Wanaque Valley Regional Sewerage Authority	101 Warren Hagstrom Blvd.	Wanaque, New Jersey 07465
Borough of Pennington	30 North Main Street	Pennington, New Jersey 08534
Lakewood Township Sewerage Authority	390 New Hampshire Avenue	Lakewood, New Jersey 08701
Byram Township	10 Mansfield Drive	Stanhope, New Jersey 07874
Township of Pemberton	500 Pemberton-Browns Mills Road	Pemberton, New Jersey 08068
Borough of Avon by the Sea	301 Main Street	Avon by the Sea, New Jersey 07717

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**



<b>NJWWCPS-5</b>		Member Agencies continued:
Township of Florence	711 Broad Street	Florence, New Jersey 08518
Hanover Park Regional High School District	75 Mount Pleasant Avenue	East Hanover, New Jersey 07936
City of Somers Point	1 West New Jersey Avenue	Somers Point, New Jersey 08244
Township of Cedar Grove	525 Pompton Avenue	Cedar Grove, New Jersey 07009
Borough of New Providence	360 Elkwood Avenue	New Providence, New Jersey 07974
Township of Tewksbury	169 Old Turnpike Road	Califon, New Jersey 07830
Clinton Township Sewerage Authority	79 Beaver Avenue #5	Clinton, New Jersey 08809
City of Summit	512 Springfield Avenue	Summit, New Jersey 07901
Old Bridge Municipal Utilities Authority	71 Boulevard West	Cliffwood Beach, New Jersey 07735
Willingboro Municipal Utilities Authority	433 John F. Kennedy Way	Willingboro, New Jersey 08046
City of Wildwood	4400 New Jersey Avenue	Wildwood, New Jersey 08260
Borough of Newfield	18 Catawba Avenue	Newfield, New Jersey 08344
Borough of Rockaway	1 East Main Street	Rockaway, New Jersey 07866
Montville Township Board of Education	86 River Road	Montville, New Jersey 07045
Borough of Wenonah	1 South West Avenue	Wenonah, New Jersey 08090
Rockaway Township Board of Education	16 School Road	Rockaway, New Jersey 07866
Brick Township Municipal Utilities Authority	1551 Highway 88 West	Brick, New Jersey 08724-2399
Township of Montclair	205 Claremont Avenue	Montclair, New Jersey 0704266
Borough of Hightstown	156 Bank Street	Hightstown, New Jersey 08520
Borough of Manasquan	201 East Main Street	Manasquan, New Jersey 08736
Township of West Orange	66 Main Street	West Orange, New Jersey 07052
City of Perth Amboy	260 High Street	Perth Amboy, New Jersey 08861
North Plainfield Board of Education	33 Mountain Avenue	N. Plainfield, New Jersey 07060
County of Hudson	567 Pavonia Avenue, 3rd Floor	Jersey City, New Jersey 07306
Borough of Caldwell	1 Provost Square	Caldwell, New Jersey 07006
Municipality of Princeton	400 Witherspoon Street	Princeton, New Jersey 08540
Township of Monroe	1 Municipal Plaza	Monroe, New Jersey 08831
Bordentown Sewerage Authority	954 Farnsworth Avenue	Bordentown, New Jersey 08505
City of Plainfield	515 Watchung Avenue	Plainfield, New Jersey 07060
Borough of Red Bank	90 Monmouth Street	Red Bank, New Jersey 07701
Township of Allamuchy	15 Freeborn Lane	Allamuchy, New Jersey 07820

**ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE**



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CERTIFICATION OF EXTENSION OF CONTRACT TERMS AND CONDITIONS TO MEMBERS  
OF THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM  
AS LISTED ABOVE OR APPROVED WITHIN CONTRACT TERM

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Check here if willing to provide the goods or services herein bid upon to registered members of the North Jersey Wastewater Cooperative Pricing System (NJWWCPS) without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the Passaic Valley Sewerage Commissioners, and that no additional service or delivery charges will be allowed except as permitted by these specifications

Check here if **not** willing to extend prices to registered members of the NJWWCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the Passaic Valley Sewerage Commissioners:

The procedure by which Contract B364 will be awarded in the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates is as follows:

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder and new bids will be sought, and a master contract subsequently awarded with respect to the needs of the registered members who have submitted estimates.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids upon written approval of the lead agency and the awarded contractor.

Insurance certificates and performance bonds will be required as per the enclosed bid specifications.

**\*\*\*PLEASE NOTE FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH THE BID  
WILL RESULT IN REJECTION OF THE BID\*\*\***

- a. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications. The specifications, proposal, instruction to bidders, etc. will prevail in all cases over any conflict between the same and the General Conditions listed hereto.
- b. The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.
- c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commission, or the authorized representative.
- d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.
- e. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer or the PVSC representative in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.
- f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.
- g. The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C..
- h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.

- i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a Swaiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.
- k. Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- m. The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.
- p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

- q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C., and shall defend, indemnify and save harmless P.V.S.C. from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.
- r. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to the P.V.S.C. Representative a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should P.V.S.C. be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the Contractor shall reimburse P.V.S.C. for all costs.
- s. P.V.S.C. shall pay and the Contractor shall receive as full compensation for everything furnished and done under this contract, for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all risks of every description connected with the work, and for all expenses and losses incurred by or in consequence of the suspension or discontinuance of the work, all in accordance with the terms and conditions of this contract.
- t. The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not covered in the contract as defined in the contract herein the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

- (a) By such applicable unit prices, if any, as are set forth in the contract; or
- (b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:
  1. Labor, including foreman, but not supervisors;
  2. Materials entering permanently into the work;
  3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order;
  4. Power and consumable supplies for the operation of power equipment during the above time;
  5. Insurance;
  6. Social Security and old age and unemployment contributions;
  7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

u. Default - In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserve the right to hold the Contractor in default of the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids.

Failure to comply with the N. J. Worker and Community Right to Know Act shall be reason for the Commission to hold the vendor in default of the contract, and apply the default conditions as described herein.

v. Affirmative Action - During the performance of this contract, the contractor agrees as follows:

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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor, or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975.c.127;, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

The contractor, or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation 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 personnel 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.

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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor, and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code NJAC 17:27**. Failure to supply the necessary Affirmative Action documents will result in the contractor being declared non-responsive and his bid will be rejected.



**SUPPLEMENTAL CONDITIONS**

**A. N.J.R.S. 10:2-1**

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**B. N.J.R.S. 14A:13-3**

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities;
  - a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitrate or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
  - b. holding meetings of its directors or shareholders;
  - c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
  - d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

3. The specification in subsection 14A:13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

**C. N.J.R.S. 34:11-56.27**

In accordance with the New Jersey Prevailing Wage Act for workman engaged in any public work, prevailing wage rates can be paid (as shall be designated by the Commission) to the workers employed in the performance of the contract and that such workers shall be paid not less than such prevailing wage rate. In the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NOTE: Prevailing wage rates will not apply or be applicable to any contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

**D. N.J.R.S. 52:24-24.2**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**E. N.J.R.S. 52:33-1 AND 3**

**52:33-2.** Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

**52:33-3** Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic material in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

- i. The PVSC will request that the contractor assure that it and/or each its employees is trained in work practices necessary to safely perform his/her job;
- ii. The PVSC will request that the contractor assure that it and/or each of its employees is instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;
- iii. The PVSC will request that the contractor document that it and/or each of its employees has received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;
- iv. The PVSC will request that the contractor assure that it and/or each of its employees follows the safety rules of the PVSC including safe works practices;
- v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.

**G:**     N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20

**NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off. The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

5. The PVSC will periodically evaluate the performance of the contractors in fulfilling their obligations as required below:
  - i. The PVSC will request that the contractor assure that it and/or each its employees is trained in work practices necessary to safely perform his/her job;
  - ii. The PVSC will request that the contractor assure that it and/or each of its employees is instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;
  - iii. The PVSC will request that the contractor document that it and/or each of its employees has received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;
  - iv. The PVSC will request that the contractor assure that it and/or each of its employees follows the safety rules of the PVSC including safe works practices;
  - v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.