

MAIN POOL AND CHEMICAL CO., INC.

CONTRACT NO. B366-1



"Protecting Public Health and the Environment"

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

**PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105**

LEAD AGENCY

CONTRACT AND SPECIFICATIONS

**TO
FURNISH AND DELIVER VARIOUS BULK CHEMICALS FOR A ONE (1) YEAR
PERIOD**

CONTRACT NO. B366-1

AGREEMENT

PASSAIC VALLEY SEWERAGE COMMISSION

600 WILSON AVENUE

NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

TO

**Furnish And Deliver Various Bulk
Chemicals For A One (1) Year Period**

THIS AGREEMENT, made and executed this 20TH 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

Main Pool And Chemical Co., Inc.

110 Commerce Road, Pittston, PA 18640

a corporation chartered under the laws of the State of Pennsylvania partnership, individual with principals offices at 110 Commerce Rd

Pittston, PA 18640

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. Tramontozzi*
GREGORY A. TRAMONTOZZI, EXECUTIVE DIRECTOR

(SEAL) ATTEST: *Albert Lukin*
ALBERT LUKIN, CLERK

MAIN POOL AND CHEMICAL CO., INC.

CONTRACTOR NAME

BY: *Thomas O'Malley*

(SEAL) ATTEST: *Victoria Grugale*

CONTRACT NO. B366-1

AWARD SHEET

NAME OF BIDDER: Thomas O'MallyBUSINESS NAME: Main Pool And Chemical Co., Inc.ADDRESS: 110 Commerce Road
Pittston, PA 18640TELEPHONE NO: (570)655-7211 FAX NO: (570)655-7488TAX ID # 233026343

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 the items listed on the bid to the PVSC Treatment Plant, Newark, NJ, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the specifications, pages Spec-1 thru Spec-3, and this contract for the unit prices as shown on the attached vendors format list.

a. Total number items awarded 2.

b. Delivery Period 3-5 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 one (1) year period beginning July 1, 2023 and extending thru June 30, 2024. 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. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submissions (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern, the agreement between PVSC and the Contractor.

7. 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 off 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.

8. 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. All exceptions contained in N.J.S.A 2A:30-2 (a) shall apply solely for the benefit or PVSC.

9. Upon award of a contract, the vendor shall furnish the P.V.S.C. with a performance bond issued by a surety licensed to do business in the State of New Jersey for the full amount of the contract value. The value of the bond will be determined by multiplying the approximate usage per day by 365 days times the bid price submitted in the proposal. The bond shall run for the full term of the contract.

10. 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.

11. 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.

12. Prevailing wage rates in accordance with the New Jersey Prevailing Wage Act N.J.R.S. 34:11-56.27 will not apply or be applicable to this 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.

Passaic Valley Sewerage Commission

AWARD SHEET B366-1

FURNISH & DELIVER VARIOUS BULK CHEMICALS FOR A ONE (1) YEAR

ITEM #	DESCRIPTION	QTY/UOM	UNIT PRICE	LEAD TIME
00003	Sodium Hydroxide 25% Diaphragm Grade See Specification for details Pages Spec-1 Thru Spec-3 Size: Bulk Tank Truck Delivery	1 GAL	\$2.65	3-5 DAYS
00008	SODIUM HYPOCHLORITE 15% AVAILABLE CHLORINE BY VOLUME GENERAL GRADE SEE SPECIFICATION FOR DETAILS PAGES SPEC-1 THRU SPEC-3 SIZE: 250-300 GALLON BULK PACKS	1 GAL	\$3.00	3-5 DAYS

BIDDERS EXCEPTIONS

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

N/A

GENERAL CONDITION

1. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications, including the physical characteristics above, on and below the surface of the ground where applicable. The Specifications, proposal, instruction to bidders, etc., will prevail in all cases over any conflict between the same and the General Conditions listed hereto.

2. Bond - the contractor will, simultaneously with the execution of this contract, deliver to P.V.S.C. a surety bond of a surety company qualified to do business in New Jersey, and shall be listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies acceptable on Federal Bonds". The said surety bond will provide that the surety company will become surety for the faithful performance of the work and shall be in an amount equal to the contract price, and shall be so conditioned as to indemnify P.V.S.C. against any losses due to the failure of the Contractor to conform to the requirements.

The form of the surety bond shall be subject to the approval of the Chief Counsel of P.V.S.C. and shall be in accordance with the requirements of N.J.R.S.. 2A:44-143 to 147.

3. 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.

4. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or the PVSC 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 duly authorized representative.

5. 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 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.

6. The Contractor shall be responsible for all parts of its work, either temporary or permanent, until the contract is accepted by P.V.S.C. and it shall thoroughly protect all work, finished or unfinished, against damage from any cause. Risk of loss shall remain with the Contractor until the work has been accepted by a resolution duly adopted by P.V.S.C.. The use of part or all of the work by P.V.S.C. shall not relieve the Contractor of its responsibility until such time as the work has been formally accepted by resolution. The Contractor shall conduct its operations in such a manner as to provide maximum safety for all employees on the work and the public as well, and shall comply with the requirements of all New Jersey and Federal Statutes governing safety requirements for employees.

7. 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 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.

8.No final payment shall be made until the Engineer or the PVSC 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.

9.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..

10.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.

11.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 P.V.S.C. Representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver 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.

12.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.

13.Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.

14.The Contractor shall commence with the work on the project within ten (10) days after notice to proceed unless stated otherwise in the contract documents.

15.The Contractor has agreed that it has carefully examined the site of the work, the form of the contract and specifications and the drawings referred to therein, and will provide all necessary machinery, tools, apparatus, and other means for construction and do all the work and furnish all the materials called for by the within contract and the specifications and the requirements under them of the Engineer and in accordance with the bidders notice, information for bidders, plans, general requirements, specifications, etc. all of which are incorporated herein as though fully set forth and form a part of this contract.

16.The Contractor is held to have visited the site prior to the time of submitting bids and to have apprised and informed itself of all conditions at the site. Any information furnished by a representative of P.V.S.C. upon such matters shall in no way relieve the Contractor from risk or responsibility in fulfilling all of the terms of the contract; nor shall P.V.S.C. assume any responsibility or incur any liability as the result of furnishing of information by any representative.

17. Any information as to the location of existing substructures and utilities shown on the contract drawings is not guaranteed as to accuracy by P.V.S.C. and P.V.S.C. incurs no responsibility or obligation to the Contractor or others in connection therewith.

18. 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.

19. 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.

20. 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.

21. 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.

22. The Contractor must arrange for its own utilities, paying for all permits, connections, consumption, as required of whatsoever kind.

23. The Contractor shall procure at its own expense all necessary permits to prosecute and complete the work. It shall keep itself fully informed of all existing and future state and Federal Laws and Regulations and Municipal Ordinances and Regulations, in any manner affecting the work and the persons engaged or employed in the work, or the materials used in the work, or in any affecting the performance of the work, either with respect to hours of labor or otherwise, and of all such laws, ordinances, regulations, orders and decrees, and shall protest and indemnify P.V.S.C. and their officers and agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself, or by its agents or employees.

24. 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 judgement, may be necessary for its proper protection in the prosecution of the work.

25. Contractor shall furnish P.V.S.C. with a certificate of insurance covering each policy required under this contract. The certificate of insurance shall contain a provision that in the event of cancellation, P.V.S.C. shall receive notice of such intended cancellation twenty (20) days in advance thereof. All required certificates shall be submitted to P.V.S.C. upon execution of this contract.

26. The Contractor shall take up and maintain during the life of this contract New Jersey statutory Workmen's Compensation and Employer's liability Insurance for all of its employees to be engaged in work on the project under the contract and in case any such work or any part thereof is sublet, the contract shall require the subcontractor similarly to provide Workmen's Compensation and Employer's liability Insurance for all of the latter's employees to be engaged in such work.

27. The Contractor shall take up and maintain the following during the life of the contract:

- (a) Contractor Bodily Injury Liability Insurance for not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident.
- (b) Contractor Property Damage Liability insurance in any amount not less than \$1,000,000.00 for damages on account of any one accident.
- (c) Automobile Bodily Injury Liability Insurance in any amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident.
- (d) Automobile Property Damage Liability Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident.
- (e) P.V.S.C., as well as the Contractor, shall be named on the public liability and property damage insurance as insured parties.

28. Before the final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused materials and rubbish, and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged, destroyed, moved or removed on account of the prosecution of the work; and shall leave the site and all adjacent properties in a neat and presentable condition wherever its operations have disturbed conditions existing at the time of the starting of the work.

29. No final or semi-final payment shall be made until the Contractor has executed and delivered a release to P.V.S.C. and every member, agent or employee thereof, from all claims and liability to the Contractor for everything and anything done or furnished, or any act or neglect of P.V.S.C. or of any person relating to or affecting the work. (Semi-final payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)

30. Before final or semi-final payment, the Contractor shall deliver to P.V.S.C. an affidavit of payment of all claims of suppliers and subcontractors. In the event that any supplier or subcontractor has not been paid and the claim is disputed by the Contractor, the Contractor shall submit all of the facts in its affidavit and P.V.S.C. shall be authorized, in the exercise of its discretion, to withhold from the payment the sum of money sufficient to guarantee payment of the claim. Nothing contained herein, however, shall incur any responsibility by P.V.S.C. to any materialman or subcontractor, nor shall anything contained herein give rise to a cause of action by any subcontractor or supplier against P.V.S.C..

31. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to P.V.S.C. 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.

32. Before final or semi-final payment the Contractor shall deliver to P.V.S.C. a consent or the Surety to the final payment.

33.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.

34.All payments under the within contract shall be upon the written certification of the Engineer.

35.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.

36.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 forfeit his bid or performance security to the PVSC, and will not be considered a responsible bidder for any future PVSC 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.

37. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on PVSC property, shall be the Contractor's responsibility to properly clean up at the Contractors expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contrator's spill response plan shall be submitted to the PVSC upon award of this contract.

38. 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, 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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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 targeted 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

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b If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a) above or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one (1) approved minority referral organization of its manpower needs, and request referral of minority and female workers;
2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to relies implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of the paragraph, however, are limited by the provisions of (C) below.

ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

iii. If, for any reason, said contractor or subcontractor determines that minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

c. The contractor or subcontractor agrees that nothing contained in (b) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and female or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (b) without regard to such agreement or arrangement; provided further, however that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (b) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

d. The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen (14) days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

e. 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)**.

SUPPLEMENTAL CONDITIONS

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 canceled 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.

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, arbitative 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.

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.

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.

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.

The Contractor will be required to comply fully with the requirements set forth in NJAC 7:31-3.17 as stated below. Since the work is adjacent to but does not involve direct handling of chlorine equipment, the Contractor's major efforts should be directed in the area of emergency response.

7:31-3.17 Contractors and Contractor Employees

(a) The PVSC included in its risk management program written procedures to insure that work done by persons not directly employed by PVSC meets the applicable requirements of the risk management program. The procedures apply to specific activities involving the handling of chlorine by a contractor and/or its employees. Temporary employees, either directly hired by the PVSC or furnished by a non-employer agency, are subject to the same requirements of this chapter that are applicable to permanent PVSC employees.

(b) The procedure shall not apply to contractors providing incidental services which do not influence safety, such as janitorial work, food and drink services or other supply services;

(c) The procedures shall apply to the following activities performed by the contractor and/or its employees:

1. Maintenance or repair, turnaround, major renovation or specialty work on, or adjacent to, a facility handling chlorine;
2. Assistance as chlorine operators in facilities handling chlorine; and
3. Assistance during an emergency response accident involving chlorine, including mitigating the release.

(d) The procedure shall require the contractor to inform, train and evaluate its employees, as applicable to individual assignments, concerning;

1. The requirements of the site's preventive maintenance program;
2. The applicable provisions of the facility standard operating procedure on chlorine; and
3. The applicable provision of the site's emergency response plan (plant evacuation).

(e) The procedures shall require that:

1. The PVSC, when selecting a contractor, will obtain information regarding contractor's safety performance and programs;
2. The PVSC shall inform the contractors of the known potential fire, explosion or toxic release hazards related to the contractor's work and the facility handling chlorine;

3. The PVSC shall explain to the contractors the applicable provisions of the site's emergency response plan;
4. The PVSC shall develop and implement safe work practice to control the entrance, presence and exit of the contractor and/or its employees.
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 of 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.

SPECIFICATION

EFFLUENT CHLORINATION FACILITY

LIME STABILIZATION PROCESS

Item # 1 Granular Quick Lime

94.9% Active Ingredient as CaO

Spec Size: 100% passing a #8 sieve and 100% retained on a #60 sieve

Storage: Three 5,400 cubic feet storage silos outside the Centrifuge Building with a 4 inch quick connect fill station of each

Usage: Approximate maximum usage, 174 tons per day

To be used for emergency back up only

ODOR CONTROL SYSTEM

Item #3 Sodium Hydroxide

25% Strength

Grade: Diaphragm

Storage: One 35,000 gallon storage tank inside the Cake Storage Building with quick connect fill connection outside.

Usage: Approximately maximum usage, 480 gallons per day.

Item #4 Sodium Hydroxide

50% Strength

Grade: Diaphragm

Storage: Same tank as Item # 2

Usage: Approximately maximum usage, 240 gallons per day. This product will also be used at our Sludge Heat Treatment Facility with occasional deliveries of approximately 1,300 gallons. Hook-up is two inch flange inside building.

Item #5 Sulfuric Acid

70 Strength

Grade: Technical General Purpose

Storage: One 35,000 gallon storage tank inside the Cake Storage Building with 2 inch flange fill connection outside.

Usage. Approximately maximum usage, 288 gallons per day.

To be used for emergency back up only.

Item #6 Granular Quick Lime

94.9% Active Ingredient as CaO

Spec Size: 100% passing a #8 sieve and 100% retained on a #100 sieve

Storage: Same Silos as Item #5

Usage: Approximate maximum usage, 174 tons per day

To be used for emergency back up only

ODOR CONTROL SYSTEM (THICKENING CENTRIFUGE)

Item # 8 Sodium Hypochlorite

15% Strength (available chlorine by volume)

Grade: General

Storage: 1. 250-300 Gallon Bulk Pack to be delivered inside the Zimpro Heat Treatment Building with valving to connect onto our scrubber suction piping,

2. Maximum storage is 3 bulk packs.

Usage: 1. Approximate usage 30-150 gallons per day. This product may also be used in other parts of the plant.

Item #9 & #10 Sodium Hydroxide

25% Strength & 50% Strength

Grade: Diaphragm

Storage: 250-300 Gallon Bulk Pack to be delivered inside the Zimpro Heat Treatment Building with valving to connect onto our scrubber suction piping.

Usage: Approximate usage 30-40 gallons per day.

Item # 11 Sludge Thickener Polymer

Grade: Cationic Water-Soluble Polymelin Emulsion Polydyne Clarifloc-NE370

Storage: Two 6,000 Gallon Storage Tanks in basement of Heat Treatment Facility

Usage: Approximately 600 Gallons Per Day Maximum Usage

SLUDGE HEAT TREATMENT

Item # 12 Liquid Sodium Chloride Brine Solution

100% Strength

Grade: Superior Liquid Salt

Storage: One 1,500 gallon storage tank constructed of high density polyethylene located in the basement of the Heat Treatment Building with a male 2" cam lock fill connection located ground level on the northwest side of Heat Treatment Boiler Room

Usage: Approximately 23 tons per month. Solely used in the Heat Treatment Building for the water softeners

- Special Conditions

1. The Contractor will be required to supply all pumps, blowers, hoses and all other equipment to off load the various material into the PVSC Storage Tanks, Tank Trucks and Silos.
2. The Contractor will be required to supply the materials within 24 hours from notification by phone from the PVSC Supervisor in Charge, The Contractor will be required to have a 24 hour toll free 800 phone number for ordering.
3. The Contractor must have the capability to make deliveries 24 hours a day. 7 days a week utilizing Bulk Trucking Equipment.
4. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on PVSC 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 PVSC upon award of this contract.
5. The PVSC Supervisor-in-Charge will notify the Contractor the exact amount of material to be delivered. There will be no minimum order allowed under this contract.
6. The Contractor must have the capability and be able to supply the maximum daily usage quantity at all times.
7. The PVSC may hire a testing laboratory to determine if the materials conform to the pecifications. If the specifications are not met, the materials will be rejected and the cost of testing and removal of this product will be paid for by the Contractor. The PVSC will also have the right to reject any load before it is off loaded, if the PVSC Supervisor-in Charge deems the load is unsatisfactory. The load will be sent back to the Contractor at no cost to the PVSC.
8. The Contractor will be required to visit the site before start up to confirm all hook-up and off loading requirements.

9. In the case of bid items 2, 3, 5, 6, the PVSC will determine which product performs best for our application and the alternate will be used on an as needed basis.

10. The Contractor will not be allowed to offload any material until the PVSC signs off that the hook up hosing is connected to the proper storage tank or silo.

11. The unit price for each item shall include all transportation and offloading costs for deliveries 7 days a week, 24 hours per day, 365 days per year to the PVSC Facilities in Newark, NJ. There will be no demurrage charges associated with this contract.

12. All empty bulk packs shall be properly removed off site by the vendor without demurrage charges or cost to PVSC at each delivery.

13. All bulk packs must be able to be removed off the delivery truck using a fork-lift without a loading dock.

Special Conditions for Liquid Sodium Chloride Brine-Bulk Deliveries

1. Passaic Valley Sewerage Commissioners is to be contacted twenty-four (24) hours prior to a delivery for notification of date and time of delivery.

2. All deliveries are to be made between the hours of 7:00AM and 3:00PM Monday through Friday.(Unless other arrangements are made).

3. Delivery truck is to be rear dump, carrying two lengths of two inch cam lock hoses able to hook up to a two inch male cam lock hose connector at the fill point.

4. The clean up of any Liquid Sodium Chloride Brine spilled caused by defective equipment furnished by the supplier or spills from connecting or disconnecting hoses is the sole responsibility of the supplier.

10. REVISIONS TO THIS PLAN SHALL BE MADE BY THE ARCHITECT, IN CONSULTATION WITH THE ENGINEER, AND SHALL BE INDICATED BY A CIRCLED NUMBER AND DATE.

EXISTING PILE
 FINISHING GRADE
 FINISHED GRADE

