

INDUSTRIAL CONTROLS, LLC



"Protecting Public Health and the Environment"

CONTRACT NO. B383A-1

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM
Lead Agency

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105

CONTRACT AND SPECIFICATIONS

TO

**FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS,
AND SUPPLIES TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR
PERIOD**

CONTRACT NO. B383A-1
AGREEMENT
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS
TO

FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS, AND SUPPLIES
TO THE PVSC WAREHOUSE FOR A ONE (1) YEAR PERIOD

THIS AGREEMENT, made and executed this **14 day of December 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 **Industrial Controls LLC**
2010 Mcalister Rd
Houston, TX 77092

a corporation chartered under the laws of the State of TEXAS,

partnership, individual with principals offices at 2010 McALLISTER RD HOUSTON TX
hereinafter called the "Contractor".
77092

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.

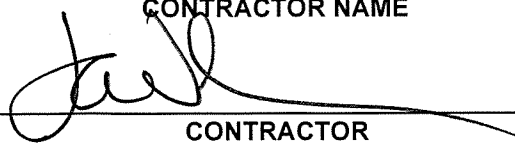
In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall prevail in all cases and will govern in the award and agreement between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

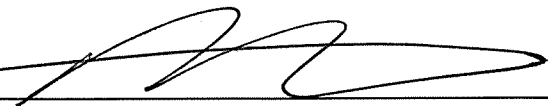
IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

BY: 
PASSAIC VALLEY SEWERAGE COMMISSION
GREGORY A. TRAMONTOZZI, EXECUTIVE DIRECTOR

(SEAL) ATTEST BY: 
PASSAIC VALLEY SEWERAGE COMMISSION
ALBERT LUKIN, CLERK

INDUSTRIAL CONTROLS, LLC
CONTRACTOR NAME

BY: 
CONTRACTOR

(SEAL) ATTEST BY: 
CONTRACTOR

North Jersey Wastewater Cooperative Pricing System

Contract B383A, 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 Deliver to Location: | PO Box 9 Foot of Mehrhof Road | Little Ferry, New Jersey 07643 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) Deliver to Location: | PO BOX 88 End of Lincoln Boulevard | Lincoln Park, New Jersey 07035 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 Deliver to Location: | One Municipal Plaza 9 Main Street | Asbury Park, New Jersey 07712 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 |
| 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 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-2

Member Agencies continued:

| | | |
|---|-----------------------------------|-----------------------------------|
| 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 Tonnelle 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 th 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 |
| 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 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-3

Member Agencies continued:

| | | |
|--|-----------------------------|----------------------------------|
| 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 |
| 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 |
| 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 |

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| 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 th 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 |
| 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 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

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| 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 |
| City of Trenton | 319 East State Street | Trenton, New Jersey 08608 |
| Borough of Rumson | 80 East River Road | Rumson, New Jersey 07760 |
| North Arlington-Lyndhurst Joint Meeting | 214 Ridge Road | North Arlington, New Jersey 07031 |
| County of Essex | 465 Dr. Martin Luther King, Jr. Boulevard | Newark, New Jersey 07102 |
| Evesham Municipal Utilities Authority | 100 Sharp Road | Marlton, New Jersey 08053 |
| Borough of Hopatcong | 111 River Styx Road | Hopatcong, New Jersey 07843 |
| Atlantic City Municipal Utilities Authority | 401 North Virginia Avenue | Atlantic City, New Jersey 08404 |

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

| | | |
|--|-----------------------------|------------------------------------|
| Pine Hill Borough Municipal Utilities Authority | 907 Turnerville Road | Pine Hill, New Jersey 08021 |
| Township of Holmdel | 4 Crawfords Corner Road | Holmdel, New Jersey 07733 |
| Township of Berkeley Heights | 29 Park Avenue | Berkeley Heights, New Jersey 07922 |
| Borough of Woodcliff Lake | 188 Pascack Road | Woodcliff Lake, New Jersey 07677 |
| Cumberland County Improvement Authority | 745 Lebanon Road | Millville, New Jersey 08332 |
| Borough of Deal | 190 Norwood Avenue | Deal, New Jersey 07723 |
| Borough of High Bridge | 97 West Main Street | High Bridge, New Jersey 08829 |
| Carlstadt Sewerage Authority | 429 Hackensack Street | Carlstadt, New Jersey 07072 |
| Pequannock Township | 530 Newark-Pompton Turnpike | Pompton Plains, New Jersey 07444 |
| Belleville Township | 152 Washington Avenue | Belleville, New Jersey 07109 |
| Borough of Metuchen | 500 Main Street | Metuchen, New Jersey 08840 |
| Mount Holly Municipal Utilities Authority | 1 Park Drive | Mount Holly, New Jersey 08060 |
| Borough of Freehold | 30 Mechanic Street | Freehold, New Jersey 07728 |
| City of Newark | 47-63 Green Street | Newark, New Jersey 07102 |
| Borough of Matawan | 201 Broad Street | Matawan, New Jersey 07747 |
| Township of Mantua | 397 Main Street | Mantua, New Jersey 08051 |
| Warren County Municipal Utility Authority | 199 Foul Rift Road | Belvidere, New Jersey 07823 |
| City of Brigantine | 1417 West Brigantine Ave. | Brigantine, New Jersey 08203 |
| Essex County College | 303 University Avenue | Newark, New Jersey 07102 |
| Mount Laurel Township Municipal Utilities Authority | 1201 South Church Street | Mount Laurel, New Jersey 08054 |
| Borough of Belmar | 601 Main Street | Belmar, New Jersey 07719 |
| Gloucester County Utilities Authority | 2 Paradise Road | West Deptford, New Jersey 08066 |
| Township of West Caldwell | 30 Clinton Road | West Caldwell, New Jersey 07006 |
| Borough of Berlin | 59 South Whitehorse Pike | Berlin, New Jersey 08009 |
| Township of Riverside | 237 S. Pavilion Avenue | Riverside, New Jersey 08075 |
| Township of Riverside Sewerage Authority | PO Box 188 | Riverside, New Jersey 08075 |
| Township of Hillsborough Municipal Utilities Authority | 220 Triangle Road | Hillsborough, New Jersey 08844 |

ADDITIONAL COOPERATIVE REQUIREMENTS APPEAR ON THE NEXT PAGE

| | | |
|--------------------------------|-----------------------|-------------------------------|
| Borough of Fieldsboro | 204 Washington Street | Fieldsboro, New Jersey 08505 |
| Tenaflly Board of Education | 500 Tenaflly Road | Tenaflly, New Jersey 07670 |
| Borough of Paramus | One Jockish Square | Paramus, New Jersey 07652 |
| City of Cape May | 643 Washington Street | Cape May, New Jersey 08204 |
| Township of Marlboro | 1979 Township Drive | Marlboro, New Jersey 07746 |
| Township of Boonton | 155 Powerville Road | Boonton Township, N.J. 07005 |
| Long Branch Sewerage Authority | 150 Joline Avenue | Long Branch, New Jersey 07740 |
| Township of Winslow | 125 South Route 73 | Braddock, New Jersey 08037 |
| | | |
| | | |
| | | |

**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**

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 B383A 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*****

AWARD SHEET

NAME OF BIDDER: **Thomas Ryan**

BUSINESS NAME: **Industrial Controls., LLC**

ADDRESS: **2010 Mcalister Rd., Houston, TX 77092**

TELEPHONE NO: **732-865-0372** FAX NO:

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 Warehouse for a one year period, 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, and this contract for the unit prices as shown on the attached vendors format list.

- a. Total number items bid: **8** (From Vendor Format List).
- b. Delivery Period **28 days** 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 **November 1, 2023 and extending thru October 31, 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. The vendor shall submit bids to provide various instrumentation equipment, parts and supplies and or accessories in reference to the manufacturer's list price, and shall indicate a percentage off the manufacturer's list price for each item bid on.

a. Vendors shall supply two "2" numbered copies of each catalog and price lists representative of the items bid on by the vendor, or that bid will not be evaluated. If no printed catalog is available access to web based catalogs may be substituted. The "Bidders Exceptions" page (BE-1) may be used to provide proper written explanation in the event that a vendor wants to submit a bid without catalogs.

b. If no catalog is identified on the vendor's format list, the bidder shall bid on the current catalog, and clearly identify on his bid proposal which catalog he intends to use, and follow the same procedure as if a catalog had been listed. The intent of the contract is for procurement of instrumentation equipment, parts and supplies for the manufacturers listed on the bid.

c. The catalogs listed refer to the most current catalog on the date that the bid is due. Vendors must submit the manufacturer's published suggested price list (list price) along with a catalog for evaluation. The Catalogues and Price lists must specifically coincide with the manufacturer's catalog indicated in the vendor's format list. Catalogues and Price list must be labeled "Item 1", "Item 2", etc. to correspond with the vendor's format list. Note: If the catalogues and price lists are not labeled correctly, the bid will not be evaluated!

d. Additional catalogs may be required by PVSC. The vendor should supply the catalogs needed, at no additional cost to the PVSC.

7. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractor's bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the Contractor.

8. 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.

9. 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.

10. 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 cleanup 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.

11. 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.

12. 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.

PASSAIC VALLEY SEWERAGE COMMISSION

FURNISH AND DELIVER INSTRUMENTATION EQUIPMENT, PARTS, AND SUPPLIES TO THE PVSC
WAREHOUSE FOR A ONE (1) YEAR PERIOD (CO-OP)

B383A-1 Award Item List

Industrial Controls, LLC

| Line Item | Description/Manufacturer | | Qty / UOM | % Discount | Lead Time |
|-----------|--------------------------|-----------------|--------------|------------|-----------|
| 23 | ASCO VALVES | CURRENT CATALOG | | 10% | 28 days |
| 36 | BARKSDALE | CURRENT CATALOG | | 10% | 28 days |
| 112 | FLOWLINE | CURRENT CATALOG | | 15% | 28 days |
| 119 | GE FANUC | CURRENT CATALOG | | 15% | 28 days |
| 135 | HONEYWELL | CURRENT CATALOG | | 10% | 28 days |
| 173 | MERCOID | CURRENT CATALOG | | 5% | 28 days |
| 260 | SOLA | CURRENT CATALOG | | 5% | 28 days |
| 299 | ZELLWEGER TECHNOLOGIES | CURRENT CATALOG | | 10% | 28 days |

CONTRACT #B383A-1

BIDDERS EXCEPTIONS

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

Please utilize additional pages if needed

-Industrial Controls Services: GE-Emerson PLC/PAC Systems engineering, programming, trouble shooting \$1600.00 a day.

-Industrial Controls Services: Honeywell Combustion and Instrument \$1600.00 a day.

-Normal Business hours 8 Hours Max.

1

- 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. To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

- 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 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.
- 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 or 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/or the Contractor, 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. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance carried by PVSC.

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, 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 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.

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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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.**

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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

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, arbitral 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.

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.

- 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.