

LOMMA LLC DBA JK CRANE



"Protecting Public Health and the Environment"

CONTRACT NO. B419-2

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE NEWARK,
NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

FOR

**RENTAL OF MOBILE CRANE WITH
OPERATOR FOR VARIOUS PVSC FACILITIES
FOR A TWO (2) YEAR PERIOD**

**PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE NEWARK, NEW JERSEY 07105**

CONTRACT AND SPECIFICATIONS FOR

**B419-2 RENTAL OF MOBILE CRANE WITH OPERATOR FOR VARIOUS PVSC
FACILITIES FOR A TWO (2) YEAR PERIO
(NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM)**

THIS AGREEMENT, made and executed this **19 day of September 2024**, by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the "Commission," acting through its Chairman, and

Lomma LLC dba JK Crane

27 Richboynton Rd.

Dover, NJ 07801

a corporation chartered under the laws of the State of New Jersey

partnership, individual with principals offices at 27 Richboynton Rd
hereinafter called the "**Contractor**." Dover, NJ 07801

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the Commission, 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 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.

In the event that the contract documents, exclusive of the Contractor's Bid Form, are in conflict with the Contractor's Bid or Bid Form, the provisions, terms and conditions of the Commission Contract Documents and specifications shall bind the parties.

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 Commission may approve. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the Commission.

The Commission shall not be liable to the Contractor for any neglect, default, delay or interference of or by another other 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.

Name and addresses of each person or company interested in the Contract:

It is hereby mutually agreed that the Commission are to pay and the Contractor is to receive the amount bid (less retainage, if any) as 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 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 Commission.

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

(SEAL)

BY:


PASSAIC VALLEY SEWERAGE COMMISSION
GREGORY A. TRAMONTOZZI, EXECUTIVE DIRECTOR

ATTEST BY:


PASSAIC VALLEY SEWERAGE COMMISSION
ALBERT LUKIN, CLERK

(SEAL)

Lomma LLC dba JK crane
CONTRACTOR NAME

BY:


CONTRACTOR

ATTEST BY:

CONTRACTOR

North Jersey Wastewater Cooperative Pricing System

Contract B414, 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

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-3

Member Agencies continued:

Washington Township Municipal Utilities Authority	46 East Mill Road	Long Valley, New Jersey 07853
Township of East Brunswick	1 Jean Walling Civic Center Drive	East Brunswick, New Jersey 08816
Jackson Township Municipal Utilities Authority	135 Manhattan Street	Jackson, New Jersey 08527
Borough of Stone Harbor	9508 Second Avenue	Stone Harbor, New Jersey 08247
Borough of Bloomingdale	101 Hamburg Turnpike	Bloomingdale, New Jersey 07403
Township of Livingston	357 South Livingston Avenue	Livingston, New Jersey 07039
Township of Roxbury	1715 Route 46	Ledgewood, New Jersey 07852
Township of Freehold	1 Municipal Plaza	Freehold, New Jersey 07728
Southeast Morris County Utilities Authority	19 Saddle Road	Cedar Knolls, New Jersey 07927
Township of Montville	195 Changebridge Road	Montville, New Jersey 07045
Manasquan River Regional Sewerage Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
Cumberland Co. Utilities Authority	333 Water Street	Bridgeton, New Jersey 08302
Borough of Old Tappan	227 Old Tappan Road	Old Tappan, New Jersey 07675
Readington Lebanon Sewerage Authority	Old Route 28	Whitehouse, New Jersey 08888
Borough of Glen Rock	1 Harding Plaza	Glen Rock, New Jersey 07452
Warren Township Sewerage Authority	46 Mountain Boulevard	Warren, New Jersey 07059
Borough of Highlands	42 Shore Drive	Highlands, New Jersey 07732
Township of Denville	1 Saint Mary's Place	Denville, New Jersey 07834
Logan Township Municipal Utilities Authority	69 Jefferson Lane	Logan Township, New Jersey 08085
City of South Amboy	140 North Broadway	South Amboy, New Jersey 08879
Township of Nutley	One Kennedy Drive	Nutley, New Jersey 07110
Lambertville Municipal Utilities Authority	3 Bridge Street	Lambertville, New Jersey 08530
Camden County Municipal Utilities Authority	16445 Ferry Avenue	Camden, New Jersey 08101-1432
Western Monmouth Utilities Authority	103 Pension Road	Manalapan, New Jersey 07726
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

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-4**Member Agencies continued**

East Orange Water Commission	99 South Grove Street	East Orange, N J 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
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, N J 07921
Borough of Franklin	46 Main Street	Franklin, New Jersey 07416
Town of Dover	100 Princeton Avenue	Dover, New Jersey 07801

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

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, N J 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
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

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

NJWWCPS-6**Member Agencies continued**

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
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

ADDITIONAL COOPERATIVE MEMBER AGENCIES APPEAR ON THE NEXT PAGE

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
Pequanock 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
Borough of Fieldsboro	204 Washington Street	Fieldsboro, New Jersey 08505
Tenafly Board of Education	500 Tenafly Road	Tenafly, 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
Borough of Stockton	2 South Main Street	Stockton, New Jersey 08559
Plumsted Municipal Utilities Authority	89 Havens Bridge Road	Farmingdale, New Jersey 07727
The New Brunswick Water Utility	78 Bayard Street	New Brunswick, N J 08901

ADDITIONAL COOPERATIVE REQUIREMENTS APPEAR ON THE NEXT PAGE

NJWWCPS-8**Member Agencies continued**

Lower Township Municipal Utilities Authority	2900 Bayshore Road	Villas, New Jersey 08251
North Jersey District Water Supply Commission	1 F. A. Orechio Drive	Wanaque, New Jersey 07465
Passaic Valley Water Commission	1525 Main Avenue	Clifton, New Jersey 07011
River Dell Regional School District	230 Woodland Avenue	River Edge, New Jersey 07661
Township of West Milford	1480 Union Valley Road	West Milford, New Jersey 07480
Livingston Township School District	11 Foxcroft Drive	Livingston, New Jersey 07039
Borough of Emerson	1 Municipal Place	Emerson, New Jersey 07630
Township of Hopewell (Mercer)	201 Washington Crossing Pennington Road	Titusville, New Jersey 08560
Borough of Pitman	110 South Broadway	Pitman, New Jersey 08071
Toms River Regional School District	1144 Hooper Avenue	Toms River, New Jersey 08753
Township of Lyndhurst	367 Valley Brook Road	Lyndhurst, New Jersey 07071
Hopewell Township (Cumberland)	590 Shiloh Pike	Bridgeton, New Jersey 08302
Town of Dover	37 North Sussex Street	Dover, New Jersey 07801
Borough of Lakehurst	5 Union Avenue	Lakehurst, New Jersey 08733
Borough of Buena Municipal Utilities Authority	616 Central Avenue	Minotola, NJ 08341
Township of Saddle Brook	55 Mayhill Street	Saddle Brook, New Jersey 07663
Township of Warren	46 Mountain Boulevard	Warren, New Jersey 07059
Township of Sparta	65 Main Street	Sparta, New Jersey 07871
Township of Middletown Sewerage Authority	100 Beverly Way	Belford, NJ 07718
County Of Middlesex	75 Bayard Street	New Brunswick, NJ 08901
Norwood Public School System	177 Summit Street.	Norwood, NJ 07648
Township of Middle	33 Mechanic St.	Cape May Court House, NJ 08210

ADDITIONAL COOPERATIVE REQUIREMENTS APPEAR ON THE NEXT PAGE

**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 B414 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 B419-2
RENTAL OF MOBILE CRANE WITH OPERATOR FOR VARIOUS PVSC FACILITIES FOR A TWO
(2) YEAR PERIOD
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

Name of Contractor: **Lomma LLC**
Business Name: **dba JK Crane**
Mailing Address: **27 Richboynton Rd., Dover, NJ 07801**
Telephone No. **973-267-9300** Fax No. **862-244-4496**
Contact Person: **Jennifer Gabel**
Vendor Email: **hello@jkcrane.com**
Vendor FEIN: **20-2229100**

- A. Contractor to furnish all labor, materials, and equipment necessary provide one or more mobile cranes with operator(s) on a rental basis at various PVSC facilities on an As Needed Basis for a Period of two (2) years, in accordance with all the terms of the specification for the unit prices as shown in section 00400 SUPPLEMENTS TO BID FORMS

The contractor is not required to bid on every item of the contract. The contractor shall, however, bid on all time periods shown for each item he wishes to bid. The total price per item is for comparison purposes only. Rental of cranes will be for the unit prices bid for the period of time specified. The Commission reserve the right to award this contract on a per item basis, or they may accept any alternative that they deem to be in their best interest. Total number of items bid. Costs for the Contractor to supply contractor owned and or rental equipment that is not included within this contract shall be based on documented invoices plus a fixed fee in accordance with a fee schedule provided in Section 01025 and shown in section 00400 SUPPLEMENTS TO BID FORMS

For purposes of evaluating and comparing bids only, the contractor shall provide Unit Price for the Rental of Mobile Crane with Operator categories identified in Section 00400 for the time periods listed. The Contractor Unit Price shall commence from the actual time the Contractor reports at the PVSC Facility requiring service until the time leaving PVSC. PVSC will maintain appropriated records showing the actual time the contractor spent on the job. The contractor will not be compensated for any traveling time between place of business and the PVSC Facility where work is to be performed.

The work required under this contract is indeterminate. There shall be no fixed contract amount. Individual Task Orders will be issued to the contractors based on an agree upon detailed Scope of Work. Rental of cranes will be for the unit prices bid for the period of time specified in Section 00400. Contractor's administration expenses and time required to develop a cost proposal for any given task or project and the time spent in pre-construction meeting(s) shall not be compensable. This cost is included within the unit prices listed in Section 00400.

Costs for all unit prices listed in Section 00400 shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, office supervision, support and administration, and other additional incidental expenses related to labor costs required to complete the work as specified in the Contract Documents and as ordered by PVSC. Proposer is required to submit hourly rates for Apprentices.

Billing time for all services performed is to begin at the start of work at PVSC and end at the time leaving PVSC. The minimum billable time for a call in will be four (4) hours. Wage Rates shall comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The contractor Unit Price submitted for straight time will cover PVSC's normal working hours of 7:45AM to 4:15PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. The overtime hourly rate will be used during weekdays after 40 hours per week or for services provided on weekends, Holidays or when being requested to work during PVSC non-normal working hours. Overtime and Premium Time will be allowed when approved in advance by

PVSC. The overtime hourly rate will be used for more than 8 hours in a day, and all Saturday hours. Premium rate will be used for Sundays and Holidays.

The contractors shall be available 7 days a week for on-call and emergency service work during the life of this contract and will be compensated at the respective hourly rates.

The commission reserves the right to perform the work with own work force or obtain competitive pricing from a third party. The commission is also under no obligation to use the contractor's work force.

The work shall proceed in a 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.

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 specification (or otherwise as referenced) shall govern the agreement between PVSC and the Contractor.

The term of this contract is for a two (2) year period, beginning from the Notice to Proceed Date. All prices shall hold firm and not be subject to increase during the terms of the contract.

- B. All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is an agency of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.).
- C. The cost of all Warranties shall be included.
- D. Prices shall be all inclusive, including all labor, equipment, consumables, inspection, shipping/handling, and delivery charges.
- E. Prices shall also include all delivery charges on materials removed from site and charges pertaining to disposal.
- F. Passaic Valley Sewerage Commission reserves the right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsible bidder in accordance with the Local Public Contracts Law ("LPCL"). Passaic Valley Sewerage Commission also reserves the right to waive any minor informality or non-material exceptions in the bid in accordance with applicable law
- G. **Contract Period and Extension Option:** Passaic Valley Sewerage Commission reserves the right to extend this contract should they deem it to be in their interest to do so, pursuant to the Local Public Contracts Law ("LPCL"). The Contractor will be so notified of the Commission's intent at least thirty (30) days prior to the expiration date of the existing contract. The Contractor shall have fifteen (15) calendar days to respond to the Commission's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including all prices, will be applicable.
- H. The successful Bidder shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the General Conditions, Section 00727. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- I. It is the bidder's responsibility to visit the PVSC facilities to inspect and to verify all locations, dimensions, conditions and access as needed to perform the contract work. Arrangements for the site visits can be arranged, by contacting Mr. Michael G. Donne PE at (973) 817 5801
- J. No variations will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with Local Public Contracts Law and other applicable law and the policies of the Passaic Valley Sewerage Commission. Any bids that include variations to the terms and conditions will be considered non-responsive and will be rejected.

- K. No exceptions will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N. J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include exceptions to the terms and conditions will be considered non-responsive and will be rejected.
- L. Only Bidders with experience with a similar type of work will be considered. Certification of this experience, and the names and addresses of at least three (3) customers from whom similar work was performed within the last two (2) years, shall be supplied with the bid. A certification questionnaire form is included for the Contractor's convenience.
- M. Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the bid document, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

- N. Unless prevented by strike or strikers which prevent construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commission may seek redress for damages.
- O. The work must be completed without interrupting the operation of the PVSC Treatment Plant. The contractor must schedule his operations in detail with PVSC as noted in Div. 1, Section 01310 of Contract Specifications.
- P. Payment will be made in accordance with Section 01025.
- Q. **Proposals shall be enclosed in opaque sealed envelopes, addressed to the Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof.** (If forwarded by mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal, preferably by registered mail.) (If forwarded by express carrier or other delivery service, please be advised that access to the PVSC is restricted to the following address: 734 Wilson Avenue, Newark New Jersey 07105 The outside envelope containing bids must clearly identify the bid number, contract name and bid opening date. Failure to follow this procedure is grounds for rejection. To the extent that N.J.S.A. 2A:30A-2 et seq. applies to the project and its related work and/or any agreement between PVSC and the Contractor, all exceptions contained in N.J.S.A. 2A:30A-2(a) et seq. as defined in Section 01025 Payments, shall apply solely for the benefit of PVSC.

AWARD SHEET

Page 1 of 2

**CONTRACT NO. B419-2 - RENTAL OF MOBILE CRANE WITH OPERATOR FOR VARIOUS PVSC
FACILITIES
FOR A TWO (2) YEAR PERIOD.
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

ITEM NO.	DESCRIPTION	UNIT PRICE
1	22 Ton Hydraulic Truck Crane , with Operator(s)	
A	½ Day	\$1,713.00
B	1 Day	NA
C	1 Week	NA
	Total 1A, 1B & 1C	NA
2	35 Ton Hydraulic Truck Crane, with Operator(s)	
A	½ Day	\$1,795.00
B	1 Day	NA
C	1 Week	NA
	Total 2A, 2B & 2C	NA
3	55 Ton Hydraulic Truck Crane, with Operator(s)	
A	½ Day	\$1,988.00
B	1 Day	NA
C	1 Week	NA
	Total 3A, 3B & 3C	NA
4	65 Ton Hydraulic Truck Crane, with Operator(s)	
A	½ Day	\$2,125.00
B	1 Day	NA
C	1 Week	NA
	Total 4A, 4B & 4C	NA
5	80 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	NA
B	1 Week	NA
	Total 5A, & 5B	NA
6	100 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	\$3,225.00
B	1 Week	\$16,125.00
	Total 6A, & 6B	NA
7	120 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	\$4,900.00
B	1 Week	\$23,500.00
	Total 7A, & 7B	NA

AWARD SHEET

Page 2 of 2

**CONTRACT NO. B419-2 - RENTAL OF MOBILE CRANE WITH OPERATOR FOR VARIOUS PVSC
FACILITIES
FOR A TWO (2) YEAR PERIOD.
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

ITEM NO.	DESCRIPTION	UNIT PRICE
8	140 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	NA
B	1 Week	NA
	Total 8A, & 8B	NA
9	165 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	\$7,100.00
B	1 Week	NA
	Total 9A, & 9B	NA
10	250 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	\$9,125.00
B	1 Week	NA
	Total 10A, & 10B	NA
11	350 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	\$12,900.00
B	1 Week	NA
	Total 11A, & 11B	NA
12	400 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	NA
B	1 Week	NA
	Total 12A, & 12B	NA
13	550 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	NA
B	1 Week	NA
	Total 13A, & 13B	NA
14	600 Ton Hydraulic Truck Crane, with Operator(s)	
A	1 Day	NA
B	1 Week	NA
	Total 14A, & 14B	NA

00307

NON-COLLUSION AFFIDAVIT

CONTRACT NO. B419

STATE OF NEW JERSEY

§

COUNTY OF

I, Jennifer Gabel of the Lomma LLC dba JK Crane in the County of Morris and State of New Jersey, of full age, being duly sworn according to

law, on my oath depose and say that:

I am owner / ceo of JK Crane, the Bidder making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commission rely upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

Sworn on Behalf of: Lomma LLC dba JK Crane

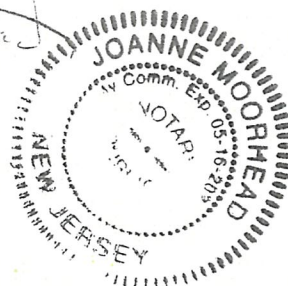
Name of Bidder: Jennifer Gabel

Sworn and subscribed to

before me this 9th day

of August, 2024.

Joanne Moorhead
Notary Public of New Jersey



00403

PASSAIC VALLEY SEWERAGE COMMISSION
CONTRACT NO. B419 - SUBCONTRACTOR LISTING

The undersigned proposes to use the following subcontractors to perform the work indicated (use additional sheets as required).

<u>Work to be Performed</u>	<u>Name(s) and Address of Subcontractor(s)**</u>	<u>License Number(s)</u>
1. Plumbing & Gas Fitting and all Kindred Work	n/a	
2. Heating and Ventilation and all Kindred Work	n/a	
3. Electrical Work	n/a	
4. Structural Steel and Ornamental Iron Work	n/a	

Jennifer Gabel, owner/ceo
Name and Title of Authorized Representative


Signature of Authorized Representative

****IMPORTANT NOTE:** Whenever a Bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the Bidder shall submit to PVSC a certificate signed by the bidder listing each subcontractor named in the Bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted to PVSC simultaneously with the list of subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

00700 GENERAL CONDITIONS- INDEX

00701	Knowledge of Contract Conditions & Requirements
00702	NOT APPLICABLE TO THIS CONTRACT
00703	Obligation of Contractor
00704	Engineering Decision Final
00705	Bankruptcy of Contractor
00706	Responsibility of Contractor
00707	Claims by Contractor
00708	Completion of Work
00709	Subcontracts
00710	Changes to Contract
00711	No Waiver of Contract
00712	Claims for Extra Work
00713	N.J.Contract Laws
00714	NOT APPLICABLE TO THIS CONTRACT
00715	Contractor Inspection of Site
00716	Prior Site Visit
00717	Existing PhysicalConditions
00718	Joint Venture
00719	Omissions by Sub-Contractors
00720	N.J.Statutes
00721	Access to Work
00722	Temporary Utilities
00723	Permits
00724	Save Owner Harmless
00725	NOT APPLICABLE TO THIS CONTRACT
00726	NOT APPLICABLE TO THIS CONTRACT
00727	Insurance Requirements
00728	Removalof Temporary Work
00729	Release from All Claims
00730	Claims Against Contractor
00731	Lien Against Contractor
00732	NOT APPLICABLE TO THIS CONTRACT
00733	NOT APPLICABLE TO THIS CONTRACT
00734	Certification of Engineer
00735	Extra Work
00736	Default of Contractor
00737	Affirmative Action

00738 NOT APPLICABLE TO THIS CONTRACT

00700 GENERAL CONDITIONS

00701 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.

00702 NOT APPLICABLE TO THIS CONTRACT

00703 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.

00704 All work done under this contract shall be done to the satisfaction of the Engineer of PVSC, 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 his duly authorized representative.

00705 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 this contract, then PVSC, upon the certificate of the Engineer 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.

00706 The Contractor shall be responsible for all parts of its work, either temporary or permanent, until the contract is accepted by PVSC 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 PVSC. The use of part or all of the work by PVSC 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.

00707 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 PVSC shall, unless otherwise specified to the Contractor in writing, be delivered to the office of PVSC AT 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon PVSC 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.

00708 No final payment shall be made until the Engineer has certified to PVSC that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.

- 00709 The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of PVSC, nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of PVSC.
- 00710 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.
- 00711 Neither the inspection by the Engineer or any agent or employee of PVSC, nor any order by PVSC for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by PVSC or the Engineer, nor any possession taken by PVSC 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 PVSC shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- 00712 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 PVSC; and the failure of PVSC 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 PVSC to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which PVSC may have against the Contractor under this contract or the contract documents.
- 00713 Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- 00714 **NOT APPLICABLE TO THIS CONTRACT**
- 00715 The Contractor has agreed that is 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.
- 00716 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 PVSC 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 PVSC assume any responsibility or incur any liability as the result of furnishing of information by any representative.
- 00717 Any information as to the location of existing substructures and utilities shown on the contract drawings is not guaranteed as to accuracy by PVSC and PVSC incurs no responsibility or obligation to the Contractor or others in connection therewith.

00718 The Contractor shall not employ any subcontractor that PVSC 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. PVSC 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. The contractor shall provide proof of its business registration with the New Jersey Department of Treasury with its bid. Failure to submit proof of business registration is a fatal defect by law that cannot be cured and cause for rejection of the bid.

The Contractor shall list all subcontractors that it intends to employ in its bid proposal, the subcontractor's State license number and business registration certificate from the NJ Department of Treasury.

00719 The Contractor agrees that it is as fully responsible to PVSC 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.

00720 The Contractor will be required to comply with the requirements of Local Public Contracts Law (NJAC 40A:11-1 et. Seq.) and 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.

00721 Representatives of PVSC shall have access to the work when it is in progress. Any inspection costs incurred by PVSC by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.

00722 The Contractor must arrange for its own utilities, paying for all permits, connections, consumption, as required of whatsoever kind.

00723 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 PVSC 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.

00724 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless PVSC and its commission, officers, directors, employees, and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor, including sub-contractors, or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this agreement or in the use or occupancy of any facilities or equipment provided by the Indemnified Parties, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Indemnified Parties), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

This section shall apply regardless of whether or not the damage, loss, or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was

caused in part by, an Indemnified Party. However, nothing contained in this section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability, or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party.

This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, or its officers, directors, employees, agents, contractors, or sub-contractors to indemnify an Indemnified Party. Contractor's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws, or other employee benefit laws or regulations.

The indemnification obligations of this section shall survive termination or expiration of the Contract.

00725 NOT APPLICABLE TO THIS CONTRACT

00726 NOT APPLICABLE TO THIS CONTRACT

00727 The Contractor must procure and maintain during the term of this contract the following types of insurance coverage, which shall be consistent with the terms of the specifications and general and supplemental conditions:

1. Commercial General Liability ("GCL") insurance, for personal injury and property damage liability of not less than five million dollars (\$5,000,000) combined single limit for each occurrence/five million dollars (\$5,000,000) aggregate;
2. Comprehensive automobile liability insurance coverage of not less than one million dollars (\$1,000,000) combined single limit;
3. Workers' compensation with limits in accordance with New Jersey law; and
4. Employer liability insurance with limits of at least five hundred thousand dollars (\$500,000).

PVSC and its commission, officers, directors, employees, and agents shall be named as additional insureds on the CGL and comprehensive automobile liability policies, and, within 20 days of the Notice of Intent to Award Contract, the Contractor shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its commission, officers, directors, employees, and agents as additional insureds. The submission of a Certification of Insurance will not serve as adequate proof that PVSC and its commission, officers, directors, employees, and agents have been named as additional insureds.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without a minimum 30 days prior written notice to PVSC. In the event of cancellation due to non-payment of premiums, said notice shall be at least 10 days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until the final contract payment, or until the end of the warranty period which ever is later.

Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event the Contractor is permitted to utilize any subcontractor, the Contractor shall require the subcontractor's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and the Contractor's insurance being primary. In the alternative, the Contractor may insure the activities of its subcontractors under its own policies. The Contractor is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

The Contractor's insurance carrier(s) shall also provide an endorsement insuring, accepting and including the requirement of indemnification and defense as set forth in General Conditions Section 00724.

- 00728** 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.
- 00729** No final or semifinal payment shall be made until the Contractor has executed and delivered a release to PVSC and every member, agent or employee thereof, from all claims and liability to the Contractor for everything and anything done or furnished, or of any person relating to or affecting the work. (Semifinal payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)
- 00730** Before final or semifinal payment, the Contractor shall deliver to PVSC 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 PVSC 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 PVSC to any material man or subcontractor, nor shall anything contained herein give rise to a cause of action by any subcontractor or supplier against PVSC.
- 00731** Before final acceptance and final or semifinal payment by PVSC, the Contractor shall deliver to PVSC 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 PVSC be compelled to remove or discharge a municipal lien, mechanics lien, notice of intention or secured instrument, the Contractor shall reimburse PVSC for all costs.
- 00732** NOT APPLICABLE TO THIS CONTRACT
- 00733** NOT APPLICABLE TO THIS CONTRACT
- 00734** All payments under the within contract shall be upon the written certification of the Engineer.
- 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.
- 00735** 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, 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.

00736 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 rescind 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.

00737 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however,

that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling 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, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided 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 the 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 women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women 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 in order to perform the work of the construction trade, 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 hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, 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 any interested women or minority 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 a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union 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. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women 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 (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division 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 and/or off-the-job programs for outreach and training of minorities and women.

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

00738 NOT APPLICABLE TO THIS CONTRACT

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00800 SUPPLEMENTAL CONDITIONS

00821 N.J.R.S. 10:2-1 -Anti-Discrimination

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, 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 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 intimidated 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.

00822 N.J.R.S. 14A:13-3- Foreign Corporations

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority to do so 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 in 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.

00823 N.J.R.S. 34:11-56.27- Prevailing Wages

Every contract in excess of \$2,000 for any public work to which any public body is a party or for public work to be done on property or premises leased or to be leased by a public body, shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the commissioner) to the workers employed in the performance of the contract and the contract shall contain a stipulation that such workers shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that 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.

N.J.S.A. 34:11-56.26(5) has added to the existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

N.J.S.A. 34:11-55.25 et seq., requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records. A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, New Jersey 08625-0389.

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

00824 N.J.R.S. 52:25-24.2 – Statement of Ownership

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.

00825 N.J.R.S. 52:33-2 and -3 – Use of Domestic Materials

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 products and materials shall be acquired or used for any public work. This requirement is specifically set forth in N.J.A.C. 40A:11-18 and is incorporated herein by reference and made a part hereof.

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 materials 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.

00826 Hazardous Materials

All hazardous material whether sold, delivered, and/or used to perform a service on the PVSC 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 material not complying with this act will cause the PVSC 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 PVSC 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 Commission may seek redress under the Default Article of the contract.

00827 NOT APPLICABLE TO THIS CONTRACT

00828 Set-Aside Contract Compliance

Contractor shall comply with the New Jersey Regulations governing minority and female contractor and subcontractor participation on construction contracts as required by N.J.S.A.

52:32-17. The regulations, which are more specifically set forth in N.J.A.C. 17:14-1.1 et seq., are incorporated herein by reference and made a part hereof.

00829 NOT APPLICABLE TO THIS CONTRACT

00830 NOT APPLICABLE TO THIS CONTRACT

00831 NOT APPLICABLE TO THIS CONTRACT

00832 N.J.A.C.17:44-2.2 (b): Authority to Audit or Review Contract Records

a. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

b. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

00833 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.

00833 The amount set off shall not allow for the deduction of any expenses or
cont. 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.

DIVISION 1 - GENERAL REQUIREMENTS

01010 SCOPE OF WORK

The contractor shall furnish one (or more) mobile crane(s) with operating personnel. The crane(s) shall be provided "as needed" on a rental basis for a two (2) year period.

Mobile crane shall be defined to include those items shown on the Vendor Format List, Section 00400.

The mobile hydraulic truck cranes shall be equipped with pneumatic tires. Tracked vehicles will not be acceptable.

The crane sizes shall be in accordance with the load ratings as shown on the Vendor Format List, Section 00400.

The rental cost to PVSC shall be the lump sum price for each load rating with operating personnel. The lump sum price shall include all mobilization, assembly, disassembly and demobilization charges as well as all associated accessories, equipment, crane mats, counterweights, and counterweight delivery charges to and from job site, required to provide a complete and operational mobile crane.

The contractor shall provide supervision, skilled, experienced personnel and a crane of adequate capacity to perform the above tasks.

The contractor shall be responsible for all crane operations. PVSC Maintenance Personnel shall be responsible for all rigging.

Contractor shall conduct his operation in accordance with the OSHA requirements, and applicable State requirements, to provide for the safety of his personnel and PVSC personnel.

When requested by PVSC, Contractor shall conduct a site inspection to review with PVSC job specific conditions (load weight, boom radius, etc) and provide PVSC with appropriate crane size recommendation based on crane manufacturer's load charts.

It is the intent of this contract to provide equipment, materials or services complete in every detail, whether or not indicated in the Specifications. Consequently, the vendor shall be responsible for all details necessary to comply with this intent.

01011 ERRORS OR OMISSION OF DETAILS IN SPECIFICATIONS

Errors in the specifications which are purely typographical shall be interpreted as would be the logical conclusion or brought to the attention of the Owner for interpretation.

The Contractor is required to check all dimensions and quantities on any drawings or schedules made available by the Owner, and shall notify the Owner of all errors therein which he may discover by such examination.

01025 PAYMENT

After acceptance by the Commission of the completed work, the Contractor shall submit an invoice for the full amount due.

All invoices shall reference the PVSC Contract Number and shall also include a description of the services provided.

After acceptance by the PVSC of an invoice, the Commission at their next scheduled monthly meeting will pay the amount due.

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than eighteen (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

01026 MEASUREMENT FOR PAYMENT

The time periods specified shall be considered to be the time the crane and operations personnel are at the PVSC job site and shall not include travel time. Time periods are defined as follows:

- a. One half day shall be **four** hours at PVSC job site.
- b. One day shall be **eight** hour days at PVSC job site.
- c. One week shall be **five, eight** hour days at PVSC job site.

01027 PAYMENT FOR OVERTIME

When a specific engagement must be extended beyond the specified time period, the contractor will be compensated as follows:

- a. For work over four (4) hours, up to eight (8) hours, PVSC will compensate the contractor at the prevailing straight time wage rate for the contractor's personnel on the job site.
- b. For work over eight (8) hours in any one day, PVSC will compensate the contractor at the prevailing overtime wage rate for the contractor's personnel on the job site.
- c. The rental fee for the equipment (crane) shall be straight line proportional for the time period as bid, rounded to the next higher hour.

01037 REPLACEMENTS

In the event of damage to any PVSC property or equipment, immediate necessary repairs and/or replacements shall be made subject to the approval of the Engineer, and at no additional cost to the Owner.

In the event of damage to any equipment critical to the Sewerage Treatment Plant, repairs will be made by PVSC and the cost will be backcharged to the Contractor.

01038 CARE AND PROTECTION OF PROPERTY AND MATERIALS

From the commencement of the work until its completion, the contractor shall be solely responsible for damages caused to the property of the Owner, for the care, protection and security of the work covered by the contract, and for all materials and equipment delivered to the site. PVSC will not hold the contractor responsible for damage to its lawn in the work area.

01040 CONCURRENT WORK AND OTHER CONTRACTORS

The right is reserved by the Owner to do work using its own forces or other contractors and to permit public utility companies and other to do work during the progress and within the limits of or adjacent to the Project, and the contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work, as the Owner may direct.

If, in the judgment of the Owner, the joint occupation of the site of the work by the Owner or by two (2) or more contractors working on different contracts at the same time actually impedes progress in the work herein described, the Owner may extend the time for the completion of the work and in an amount which accords with and compensates for the delays so caused.

01046 WORKING HOURS

Contractor will have access to the site and work of this contract during normal PVSC working hours (7:45 a.m. to 4:15 p.m.), five (5) days per week, with the exception of PVSC Holidays.

01048 SUBCONTRACTORS

The Contractor shall notify the PVSC in writing of the names, addresses and experience records of subcontractors (if any) he proposes for principal parts of the work. PVSC reserves the right to review the qualifications of all subcontractors and to reject any deemed not qualified to perform the work required. Subcontractors must be covered by insurance as required in the Division 0, Section 00727.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for acts and omissions of persons directly employed by him. He further agrees that he will bind his subcontractors to each and every part of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

01420 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work under this contract shall be by the PVSC Plant Engineering Department. All certifications and/or inspections by Municipal, County, State or Federal Regulatory Agencies as may be required shall be arranged for and provided by the contractor.

01602 TOOLS AND EQUIPMENT

All tools and equipment required to perform the work described in the contract, shall be provided for by the contractor.

01603 SAFETY

The Contractor is solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

Prior to commencing any work at the site the Contractor shall designate in writing to PVSC the name of the person who is their on-site safety officer. The contractor shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The contractor shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work.

The Contractors designated on-site safety officer shall be in charge of all of the safety programs of the Contractor and will be responsible to ensure the proper development, implementation and enforcement of all necessary and appropriate safety practices. The Contractor's designated on-site safety officer shall be on site **at all times** that work is being conducted, and shall be solely responsible for supervision of the Contractor's employees, subcontractors, suppliers and representatives for safety.

The Contractor throughout the work of this contract shall comply with the PVSC Safety Rules, as well as the Federal Occupational Safety and Health Act and the applicable New Jersey Department of Labor Administrative Codes. The Contractor will be provided with a copy of the PVSC Safety Rules, these rules, including the wearing of protective head gear, shall be strictly enforced by the Contractor in respect to his own employees, subcontractor's employees, and other personnel engaged in business with the Contractor on PVSC's property.

Contractor's (and subcontractor's) personnel when on PVSC property shall wear OSHA approved hard hats and shall prominently display the Company Name or Logo on the hard hat.

The Contractor is advised of the 15 MPH speed limit on all plant roads, and will be held responsible for his employees (and subcontractors) compliance with this and all rules for traffic safety in the plant.

The Contractor's attention is directed toward several OSHA Safety and Health Standards and New Jersey Labor Department Administrative Codes that influence the conduct of his work in specific areas.

1. OSHA Confined Space Standard, 29 CFR 1910.146 – Work in Confined Spaces
2. OSHA Control of Hazardous Energy (Lockout/Tagout) Standard, 29 CFR 1910.147 (Electrical energy lockout and other energy sources such as steam, air, liquids.)
3. NJAC 7:31-1-6 – Toxic Catastrophe Prevention Act

Before any work commences on PVSC property, the Contractor's Superintendent shall contact the PVSC Facility Supervisor at the site. The PVSC Supervisor will inform the Contractor of the PVSC emergency plant evacuation plan and where he is to assemble his personnel.

The Contractor shall instruct and show his personnel where to assemble, at the sound of the PVSC emergency evacuation siren. The Facility Supervision will notify the Contractor's personnel of the emergency evacuation route they are to follow. At the assembly point, the Contractor's person in charge shall account for all his personnel, supply transportation, and see that they utilize the prescribed evacuation route.

Every third Wednesday of each month at 11:00 a.m. the evacuation siren is put through a test cycle. The Contractor should check with PVSC each month shortly before that time to confirm the test is going to be performed. If so, it is not required to assemble for the test cycle.

Where portions of the work of the contract fall under the authority of these Administrative Codes for Public Employees, the Contractor shall at all times maintain safety standards for his employees at least as comprehensive as that imposed by the Codes. This includes, for example (and not limited to), monitoring of air in confined spaces with appropriate instrumentation for noxious or toxic gases % oxygen, and lockout and tagout of hazardous energy such as electrical, steam, air or liquids under pressure.

The Contractor shall be responsible for providing first aid, and emergency medical assistance for any of his employees injured on the work site. The Contractor shall be responsible for arranging emergency assistance with local hospitals, and/or EMT services. The Contractor's arrangements shall be submitted in writing, with required telephone numbers to PVSC's Security Department. PVSC Security will summon the Contractor's emergency personnel, if the Contractor calls PVSC Security from any in plant telephone.

Contractor's personnel will not be treated in the PVSC Dispensary for minor injuries, cuts or services.

01604 MATERIALS HANDLING AND STORAGE

Any spillage caused by the Contractor, his subcontractors, suppliers or his equipment, while on PVSC property, shall be the Contractor's responsibility to properly clean up at the Contractor's expenses. The cleanup shall meet all Federal and State requirements, including proper documentation as may be required.

01710 QUALIFICATION OF CONTRACTOR

The contractor, subcontractors, and his personnel must be experienced in this type of work. Contractor shall supply certification of this experience by furnishing at least three (3) customers (with names, addresses, telephone numbers, and contact person name) where he has performed work of a similar nature, during the past two (2) years.

01720 TRADE PRACTICE/SUPERVISION

The contractor shall provide skilled craftsmen for the work bid and shall provide continual supervision to ensure that good trade practices, including safety, are adhered to.

Further, the contractor's foreman shall be available for consultation with regard to work performed under this specification, to the PVSC designated representative, throughout each day for the duration of the work performed.

Contractor shall be held responsible for the conduct of his personnel on the site, and shall promptly remove individuals who are drunk, disorderly, or found with controlled substances, when requested by the owner.