

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

CONTRACT

FOR

ALUMINUM SULFATE 8.3% Al_2O_3 SOLUTION SUPPLY

THIS AGREEMENT (also referred to herein as the Contract and all references to Agreement or Contract includes the Technical Specifications) is entered into as of the 10th day of Feb, 2022 by and between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and USALCO, LLC., (hereinafter referred to as the "CONTRACTOR") with principal offices located at 2601 Cannery Avenue, Baltimore, MD 21226.

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors, and assigns, as follows:

ARTICLE I

SCOPE AND COST OF WORK

The CONTRACTOR shall supply Aluminum Sulfate 8.3% solution in accordance with the Public Bid Specifications dated February 2, 2022, and subject to additions and deductions as provided in the Contract Documents for months 1 – 12 at the price of \$1.2367/gallon and in the event that the Authority exercises its option to extend the Contract for months 13-24 at the price of \$1.2913/gal, attached hereto and made a part hereof. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority.

ARTICLE II

CONTRACT TERM

Section 2.1 Contract Term. **The Contract Time shall be for a term of twelve (12) months beginning April 9, 2022 and to extend the contract for an additional twelve (12) month period, subject to the availability of financing.** The Authority will provide thirty (30) days' written notice prior to the expiration of the first (12) month period if it exercises its option to extend this Contract. CONTRACTOR agrees that the

Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

ARTICLE III

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State, and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.), as applicable.

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed, or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

Section 3.6 Liquidated Damages. If the Contractor cannot, at any time, meet any provision of the Contract and its specifications, the Contractor shall inform the Authority's Executive Director of the Authority in writing. If in the opinion of the Authority, the Contractor's failure to meet these requirements was the fault of the Contractor, then the Contractor shall be liable up to \$50.00 per day for each day any provision was not met. This shall be treated as liquidated damages and not as a penalty.

ARTICLE IV

INSURANCE

Section 4.1 Insurance

CONTRACTOR shall, at its sole cost, obtain and maintain in force for the duration of this Agreement any and all insurance with limits as required by the AUTHORITY in the Contract Documents while CONTRACTOR, its employees, agents, or CONTRACTORS complete the Work, and the obligations of CONTRACTOR are performed. CONTRACTOR shall name the AUTHORITY as an additional insured and shall provide copies of all certificates of insurance to the AUHTORITY prior to the commencement of the work.

Specifically, Contractor, at a minimum, shall provide the following insurance:

General Liability, including Products/Completed Operations: Limit \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Liability: limits \$1,000,000 CSL Coverage to include "Non-Owned and Hired Automobiles"

Commercial Umbrella Coverage: \$2,000,000

Workers' Compensation Insurance: statutory limits

Additional Insurance

The Contractor shall provide the following insurance and shall have the Authority named as additional insured on its policies.

The Contractor shall, at its own cost and expense, obtain and maintain for the life of the Contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontractors, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- | | |
|--|-------------|
| a) Injury and death of one person | \$1,000,000 |
| b) Injury or death to more than one
Person or more than a single occurrence | \$2,000,000 |
| c) Property damage | \$1,000,000 |
| d) Property damage on account of all occurrences | \$2,000,000 |

The Contractor shall cause Rockaway Valley Regional Sewerage Authority (RVRSA) to be named as an additional insured on its policy or coverage required by this Contract, and a certification of insurance evidencing the required insurance shall be filed

by the Contractor with the Executive Director of the Authority. If the Contractor is self-insured, the Contractor shall provide the Authority proof of its self-insurance and provide a Certification of Self-Insurance as required by this Section.

CONTRACTOR's compliance with this provision shall not constitute a limitation of liability or in any way limit or affect CONTRACTORS indemnification obligations under this Agreement.

ARTICLE V

INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the Authority against any and all losses, cost, damage, claim, expense, or any liability whatsoever, including attorney fees, however, arising or incurred, alleging damages to property or injury to or debt to any person arising out of or attributable to the Contractor's performance or non-performance of the Contract, or arising out of the Contractor's non-compliance with the Americans with Disabilities Act.

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. Upon delivery to the Authority of the equipment, material, supplies, and/or services and the submission of a properly completed voucher, the Contractor shall submit invoices for payment for the work provided by the 10th of the month and the Authority shall present invoices for approval by its Board at the next scheduled regular meeting. The Authority shall make payment of the invoice within a reasonable time thereafter in accordance with its customary payment procedures. However, notwithstanding the foregoing, in the event that the Authority disputes or contests an invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Payment will be made at the next regular meeting of the Authority upon delivery and acceptance of the equipment, material, supplies, and/or services and the submission of a properly completed voucher.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

ARTICLE VII

TERMINATION

Section 7.1 The Authority reserves the right to terminate the Contract upon thirty (30) days written notice should the service and materials not perform to the satisfaction of the Authority. The Contractor shall have no claim against the Authority, its Board Members, officers, employees and consultants for any claims, costs, losses, disruption, home office overhead, indirect or impact claims, loss of profit, or any other damages resulting from a termination of the Contract by the Authority. In the event of a termination by the Authority, the Contractor shall be paid for all work completed by the Contractor to the date of termination, to the extent that the invoice for such work is not disputed by the Authority.

Section 7.2 Notwithstanding the provisions of Section 7.1, should the Contractor fail to strictly adhere to the Contract, deliver materials or supplies not meeting specifications, or be negligent or tardy in an unwarranted manner, the Authority reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new contract, while reserving to itself all rights for damages incurred. Nothing herein shall limit any additional rights or warrants under this Contract or applicable law.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Assignment. This Contract may not be assigned by either party without the prior written consent of the Authority, and any purported assignment without such consent shall be null and void and without effect.

Section 8.2 Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 8.3 Severability. In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to

such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 8.4 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the AUTHORITY and the CONTRACTOR with respect to the bidding, services, and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 8.5 Notices. All notices, consents, approvals, or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, or telecopy, as follows:

To the CONTRACTOR:

~~Peter H. Askew, Vice President~~ Terry Waldo, Chief Commercial Officer
USALCO, LLC
2601 Cannery Avenue
Baltimore, MD 21226
410-354-0100

To the AUTHORITY:

JoAnn Mondsini, Executive Director
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
R.D. #1, 99 Greenbank Road,
Boonton, New Jersey 07005-9602
PH: (973) 263-1555
FAX: (973) 263-9068

All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 8.6 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST:

Melanie Rock
Melanie Rock, Witness

USALCO, LLC

By: Terry Waldo Date: 3/28/22
Terry Waldo, CEO

ATTEST:

Janice D
, Witness

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By: JoAnn Mondsini Date: 3/31/22
JoAnn Mondsini, Executive Director

EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

(a) During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability; nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract.

RESOLUTION # 22-024

**RESOLUTION AUTHORIZING EXECUTION
OF CONTRACT FOR
ALUMINUM SULFATE 8.3% AL₂O₃ SOLUTION**

WHEREAS, the Rockaway Valley Regional Sewerage Authority (hereinafter "RVRSA") desires to purchase Aluminum Sulfate 8.3% AL₂O₃ ("Aluminum Sulfate") solution for odor and corrosion control; and

WHEREAS, the RVRSA advertised for bid proposals to supply the RVRSA with Aluminum Sulfate, according to bid specifications, for a twelve (12) month period with an option to renew such contract for an additional twelve (12) month period at the sole discretion of the Authority; and

WHEREAS, the RVRSA received one (1) bid on February 2, 2022 from the company listed below at the rate shown; and

USALCO Baltimore Plant, LLC
2601 Cannery Avenue, Baltimore MD 21226

Total Price Base Bid

\$1.2367/gal for months 1-12
\$1.2913/gal for months 13-24

WHEREAS, the bid of USALCO Baltimore Plant, LLC., was reviewed by the Authority's Staff to determine compliance with the technical specifications; and

WHEREAS, by memorandum dated February 3, 2022, Diane Alexander, Esq. of Maraziti, Falcon, LLP has determined that the bid submitted by the sole bidder USALCO Baltimore Plant, LLC. has met the legal requirements set forth in the bid specifications; and

WHEREAS, based upon its review of the bid price proposed, the Authority has determined that it would be in the best interests of the Authority to award the bid to USALCO Baltimore Plant, LLC., for a term of twelve (12) months with an option to extend the contract for an additional twelve (12) month period, exercisable at the sole discretion of the Authority and subject to the availability of financing therefore. The Authority will provide thirty (30) days' written notice if it exercises its option to extend; and

WHEREAS, the CFO has certified that sufficient funds are available in line item 01-506-037.

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. The bid for Aluminum Sulfate 8.3% AL_2O_3 (Aluminum Sulfate) solution from USALCO Baltimore Plant, LLC., 2601 Cannery Avenue, Baltimore, MD 21226, be accepted in accordance with the bid specifications and the bid proposal which is on file in the offices of RVRSA in the amount of:

\$ 1.2367/gal for months 1-12, and
\$ 1.2913/gal for months 13-24
2. The Executive Director is authorized and directed to execute a contract for supplying Aluminum Sulfate 8.3% AL_2O_3 (Aluminum Sulfate) to USALCO Baltimore Plant, LLC., in accordance with the proposal for the same submitted February 2, 2022, for a term of twelve (12) months with an option to extend the contract for an additional twelve (12) month period, exercisable at the sole discretion of the Authority and subject to the availability of financing therefore. The Authority will provide thirty (30) days' written notice if it exercises its option to extend the contract.
3. A copy of the resolution and contract shall be kept available for public inspection at the RVRSA office at the Administration Building, 99 Green Bank Road, Parsippany, and New Jersey.
4. This resolution shall take effect as provided by law.

I hereby certify that this Resolution was adopted at a meeting of the Rockaway Valley Regional Sewerage Authority held on **February 10, 2022.**

On motion of Commissioner Corbett
Seconded by Commissioner Guadagno

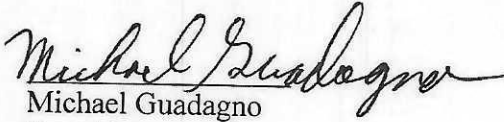
And a Roll Call Vote as Follows:

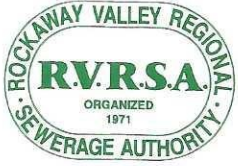
Yeas: (8) Corbett, Farrell, Guadagno, Howarth, Isselin, Laverty, Schorno, and Zuppa

Nays: (0)

Abstain (0)

Absent: (2) Andes and Cegelka


Michael Guadagno
Board Secretary



R.D. #1, 99 Greenbank Road
Boonton NJ 07005-9602
Telephone: (973) 263-1555
Facsimile: (973) 263-9068

March 1, 2022

USALCO

Mr. Peter H. Askew, Vice President
2601 Cannery Avenue
Baltimore, MD 21226

Dear Mr. Askew,

Enclosed please find the 2022 Contract for Aluminum Sulfate Supply Services. Please sign two original contracts and return both to the RVRSA for execution. The RVRSA will send you back one (1) original contract for your records.

Thank You.

A handwritten signature in black ink, appearing to read "JoAnn Mondsini".

JoAnn Mondsini
Executive Director
RVRSA