

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

CONTRACT

FOR

SUPPLY OF 58% CALCIUM NITRATE SOLUTION

THIS AGREEMENT is entered into as of the **14th day of September 2023** 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 EVOQUA WATER TECHNOLOGIES, LLC., (hereinafter referred to as the "CONTRACTOR") with principal offices located 2650 Tallevast Road, Sarasota, Florida 34243.

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 OF WORK

The CONTRACTOR shall supply 58% Calcium Nitrate Solution to the RVRSA in accordance with the bid submitted August 17, 2023, 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 twelve-months, September 14, 2023 to September 13, 2024.** 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 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY from suits or actions of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the CONTRACTOR, his servants or agents.

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 requested 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.

Certificates of Insurance satisfactory in form to RVRSA shall be supplied to RVRSA evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to them prior to any cancellation or restrictive modification of the policies or reduction of aggregate limits greater than \$1,000,000 of such insurance, and that the provisions dictated above are in force.

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

THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents **an amount not to exceed \$2.99/gallon.**

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and supporting documentation for work performed, unless the AUTHORITY disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

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/BREACH OF CONTRACT

Section 7.1 **AUTHORITY Rights.** This contract may be terminated with or without cause by either party upon seven (7) days written notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.2 **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 8.3 **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 8.4 **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 8.5 **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 8.6 **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:
EVOQA WATER TECHNOLOGIES, LLC
2650 Tallevast Road
Sarasota, Florida 34243
Phone: 941-359-7930
ATTN: Thomas R. Wilson, P.E., V.P. & G.M.

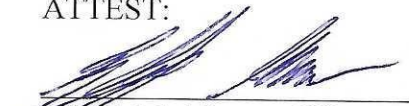
To the AUTHORITY:
JoAnn Mondsini, Executive Director
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
R.D. #1, 99 Greenbank Road,
Boonton, New Jersey 07005-9602
PH: (973) 263-1555
FAX: (973) 263-9068

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 8.7 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:




Kayleigh Moran Witness

EVOQA WATER TECHNOLOGIES, LLC

By 

Thomas R. Wilson, P.E., V.P. & G.M.

ATTEST:



, Witness

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By 

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 23-086

**RESOLUTION AUTHORIZING EXECUTION
OF CONTRACT FOR
CALCIUM NITRATE SOLUTION (58%)**

WHEREAS, the Rockaway Valley Regional Sewerage Authority (hereinafter "RVRSA") desires to purchase CALCIUM NITRATE SOLUTION (58%); and

WHEREAS, the RVRSA advertised for bid proposals to supply the RVRSA with Calcium Nitrate Solution (58%), according to bid specifications; and

WHEREAS, the bid of EVOQUA WATER TECHNOLOGIES LLC, located at 2650 Tallevast Road, Sarasota, Florida 34243 being the sole bidder, was reviewed by the Authority's Staff to determine compliance with the technical specifications; and

WHEREAS, by memorandum dated September 6, 2023, Diane Alexander, Esq. of Maraziti, Falcon LLC has determined that the bid submitted by the sole bidder EVOQUA WATER TECHNOLOGIES LLC., has met the legal requirements set forth in the bid specifications; and

WHEREAS, based upon the respective bid prices proposed for a twelve (12) month and a twenty-four (24) month period, Authority staff recommend that it would be in the best interest of the Authority to award the bid to EVOQUA WATER TECHNOLOGIES LLC, for a twelve (12) month period for supply of Calcium Nitrate Solution (58%); and

WHEREAS, the RVRSA has sufficient funds available at line item 01-507-031 for this purpose

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

1. The bid for Calcium Nitrate Solution (58%) from EVOQUA WATER TECHNOLOGIES LLC., located at 2650 Tallevast Road, Sarasota, Florida 34243

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:

Calcium Nitrate Solution (58%) \$2.99/gallon (Months 1 to 12)

2. The Executive Director is authorized and directed to execute a twelve (12) month contract for supplying Calcium Nitrate Solution (58%) to EVOQUA WATER TECHNOLOGIES LLC., in accordance with the bid proposal for the same submitted August 17, 2023.
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 September 14, 2023

On motion of: Commissioner Isselin

and second by: Commissioner Andes

And a Roll Call Vote as Follows:

Yeas: (8) Andes, Cegelka, Farrell, Howarth, Isselin, Laverty, Potter, and Zuppa.

Nays: (0) None

Abstain: (0) None

Absent: (2) Corbett and Schorno.



Donald Farrell
Board Secretary