

# Resolution of the City of Jersey City, N.J.

File No. Res. 21-373  
Agenda No. 10.26  
Approved: May 13 2021



## RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PABCO INDUSTRIES LLC, TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.

**COUNCIL offered and moved adoption of the following resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on April 15, 2021 to provide Beam Clay Baseball Diamond Mix for the Department of Public Works, Division of Park Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for one (1) item as contained in the bid specifications and the unit cost price is set forth in the bidder's proposal; and

**WHEREAS**, Pabco Industries LLC submitted the low bid in the amount of **\$113,400.00**; and

**WHEREAS**, the City's Purchasing Director has certified that she considers said bid to be fair and reasonable; and

**WHEREAS**, the contract shall be for a period of one (1) year and the City has options to extend the contract for up to two (2) additional one year terms pursuant to specifications;

**WHEREAS**, the sum of One Thousand dollars **\$1,000.00** is available in Operating Account No. 01-201-28-375-209, PO# 140876.

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Pabco Industries LLC to provide Beam Clay Baseball Diamond Mix for the Department of Public Works, Division of Park Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City of Jersey City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for one (1) item are as contained in bid specifications and the unit cost price is set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

### Department of Public Works/Division of Park Maintenance

Acct #	P.O #	Total Contract	Temp. Encumbrance
01-201-28-375-209	140876	\$113,400.00	\$1,000.00

**Resolution authorizing the award of an open-end contract to Pabco Industries LLC, to provide Beam Clay Baseball Diamond Mix for the Department of Public Works, Division of Park Maintenance.**



I, Elizabeth Castillo, Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds for the payment of this resolution in the amount of \$\$1,000.00, in account number 01-201-28-375-209; PO# 140876.

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – May 13														9-0	
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent	N.V. – (Abstain)
RIDLEY	✓				SALEH	✓				LAVARRO	✓				
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓				
BOGGIANO	✓				ROBINSON	✓				WATTERMAN, PRES	✓				

Adopted at a meeting of the Municipal Council of the City of Jersey.



Joyce E. Watterman, President of Council



Sean J. Gallagher, City Clerk

**Resolution authorizing the award of an open-end contract to Pabco Industries LLC, to provide Beam Clay Baseball Diamond Mix for the Department of Public Works, Division of Park Maintenance.**

**RESOLUTION FACT SHEET -**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Project Manager**

Sammy Ocasio, Director, Parks and Forestry	201-547-4967	socasio@jncnj.org
Division	Division of Park Maintenance	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

**Purpose**

To Provide Bean Clay to various baseball fields Citywide. 01-201-28-375-209 (Park Maintenance Operating) Total contract amount = \$113,400.00 Temporary Encumbrance = \$1,000.00

**Contract term (include all)**

5/14/2021 to 5/13/2022  
The city shall have option to renew the contract for up to two Additional one-year terms.

**Type of award:**

PUBLIC BID

**ATTACHMENTS:**

[Beam Clay - Pabco Industries Docs](#)

Approved by	Status:
Silendra Baijnauth, Principal Fiscal Analyst, CPWM	Approved - May 03 2021
Walter Kierce, Director OEMHS	None
John McKinney, Attorney	None
Peter Baker, Corporation Counsel	None
Amy Forman, Attorney	None
Nick Strasser, Attorney	None
Norma Garcia, Attorney	None
Ray Reddington, Attorney	Approved - May 03 2021
Jeremy Jacobsen, Attorney	None
Sapana Shah, Attorney	None
Elizabeth Barna, Assistant Corporation Counsel	None
Jeana Abuan, Public Agency Compliance Officer	Approved - May 03 2021
Soraya Hebron, Diversity and Inclusion	Approved - May 03 2021
Raquel Tosado, Assistant Purchasing Agent	None
Patricia Vega, Assistant Purchasing Agent	Approved - May 03 2021
Patrice Lambert, Purchasing	None
Elizabeth Castillo, Chief Financial Officer	None
Kyle Greaves, Budget	Approved - May 03 2021
John Metro, Acting Business Administrator	Approved - May 05 2021



**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE, EAST | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 369 7252



**STEVEN M. FULOP**  
MAYOR OF JERSEY CITY

**W. GREG KIERCE**  
ACTING DIRECTOR

**Date:** April 19, 2021  
**To:** Raquel Tosado, Purchasing Director, QPA  
**From:** Walter Kierce, Acting DPW Director  
**Subject:** Recommendation Letter (Bean Clay and Baseball Diamond Mix)

Please be advised one bid, was received on April 15, 2021 for Bean Clay and Baseball Diamond Mix. After reviewing the bid proposal with the Director of Park Maintenance, the Department of Public Works has decided to recommend that the contract be awarded to the vendor listed below:

**PABCO INDUSTRIES, LLC  
166 FRELINGHUYSEN AVE.  
NEWARK, NJ 07114**

<u>VENDOR NAME</u>	<u>REQUISITION#</u>	<u>ACCOUNT#</u>	<u>CONTRACT AMOUNT</u>	<u>TEMP. ENCUMBRANCY</u>
<b>PABCO INDUSTRIES, LLC</b>	<b>0196546</b>	<b>01-201-28-375-209</b>	<b>\$113,400.00</b>	<b>\$1,000.00</b>

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the May 13th Council Meeting.

Should you have any questions or need any additional justifications regarding this contract aware, please do not hesitate to call my office at X 4400/01.

*Walter Kierce*  
Walter Kierce, Acting Director

WK/sb  
Cc:

John Metro, Acting Business Administrator  
Hector Ortiz, Asst. DPW Director  
Kyle Greaves, Budget Director  
Sammy Ocasio, Park Maintenance Director  
Patricia Vega, Asst. Purchasing Agent  
Paola Campbell, Purchasing Assistant



**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE, EAST | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 369 7252



**STEVEN M. FULOP**  
MAYOR OF JERSEY CITY

**W. GREG KIERCE**  
ACTING DIRECTOR

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**DATE:** April 19<sup>th</sup>, 2021

**TO:** W. Greg Kierce, Acting Director, DPW

**FROM:** Sammy Ocasio, Park Maintenance Division Director

**Subject:** Bid Award- Beam Clay Baseball Diamond Mix

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Please be advised that the lowest responsible bidder, in regards to Beam Clay Baseball Diamond Mix, was Pabco Industries, LLC. After review, the bidder has successfully met the criteria stated on the Bid Specifications. I would like to recommend moving forward with awarding the Beam Clay Baseball Diamond Mix contract to Pabco Industries, LLC.

Please feel free to contact me should there be any issues or concerns.  
Thank You.

**Cc:** W. Greg Kierce, DPW Director  
Hector Ortiz, Assist. DPW Director  
Silendra Baijnauth, Principal Fiscal Analyst

## Zakia Gregory

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**From:** Silendra Bajjnauth  
**Sent:** Thursday, April 15, 2021 3:14 PM  
**To:** Paola Campbell; Sammy Ocasio  
**Cc:** Walter Kierce; Walter Kierce; Raquel Tosado; Patricia Vega; John Mercer; Nicole Liebhart; Zakia Gregory; Elizabeth Harley; Kyle Greaves  
**Subject:** Fw: Bid Results for Beam Clay Baseball Diamond Mix  
**Attachments:** Pabco Industries 4.15.21.pdf

Thank you Paola.

Hi Sammy,  
Kindly review this proposal to make sure the vendor meets all the requirements specify within the bid specification.

Once that happens and you are satisfied with the proposal, kindly draft a memo recommending contract award.

The memo should be addressed to Director Kierce . Once received, we will draft another memo from Director Kierce to the Purchasing Agent recommending award .

Thank you.

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**From:** Paola Campbell <CampbellP@jcnj.org>  
**Sent:** Thursday, April 15, 2021 12:31 PM  
**To:** Walter Kierce <WKierce@jcnj.org>; Walter Kierce <WKierce@NJJCPS.ORG>; Raquel Tosado <RTosado@jcnj.org>; Patricia Vega <VegaP@jcnj.org>; Sammy Ocasio <SOcasio@jcnj.org>  
**Cc:** Silendra Bajjnauth <BajjnauthS@jcnj.org>; Zakia Gregory <ZakiaG@jcnj.org>; Nicole Liebhart <NLiebhart@jcnj.org>; John Mercer <jmercer@jcnj.org>  
**Subject:** Bid Results for Beam Clay Baseball Diamond Mix

Good Afternoon,

Attached hereto please find results for the above mentioned bid received today, April 15, 2021.

1 Bidder

Pabco Industries, LLC \$113,400.00

Thank you,



Paola Campbell  
Purchasing Assistant  
Department of Administration  
Division of Purchasing  
280 Grove Street, Bsmnt Room 108G  
Jersey City, NJ 07302  
201.547.5930

# BID PROPOSAL/DOCUMENTS

## Beam Clay Baseball Diamond Mix

### DPW/Division of Park Maintenance

Zero (0) is the minimum nine hundred (900) is the maximum. Materials are to be delivered to the Department of Public Works. Deliveries are to be in increments of 25 tons delivered to Public Works as needed.

The contract will be awarded based upon the grand total price for item one (1). If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item #1. 900 Tons @ \$ 126.00 <sup>\*</sup> per ton for a Total Cost of \$ 113,400.00  
Price In Figures Total Cost In Figures

Grand Total Bid Amount for 900 Tons of Beam Clay Baseball Diamond Mix

one hundred and Thirteen Thousand Four hundred <sup>00</sup>/<sub>100</sub> dollars  
Grand Total Bid Amount In Words

\* Beam clay baseball diamond mix - original Premium. Same as supplied for years in past from Parac Peat corporation. delivered in 23-28 Ton bulk loads.

**Note:**This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated above. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.

**GRAND TOTAL PRICE ITEMS # 1**

The City will use the grand total price calculated by using the maximum quantities stated for item

1. The supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

One hundred and Thirteen Thousand Four hundred <sup>00</sup> / <sub>100</sub>	\$ 113,400.00
(In Writing)	(In Figures)

The contract will be awarded based on the grand total amount for Item 1. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**NOTE: A bid must be entered for all items. Award of contract shall be based on all items being supplied by one supplier. Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.**

- 1. VENDOR WILL BE REQUIRED TO DELIVER MATERIALS AS AND WHEN NEEDED AT NO ADDITIONAL COST TO THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE, AT 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, WITHIN TWO BUSINESS DAYS OF VENDOR'S RECEIPT OF THE CITY'S FAXED PURCHASE ORDER.**
- 2. THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**
- 3. BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN. VENDOR MUST WRITE BRAND NAMES OR MANUFACTURER IN THE SPACE PROVIDED ABOVE.**
- 4. ALL BIDDERS ARE REQUIRED TO SUBMIT A BID BOND OR CERTIFIED CHECK FOR 10% OF THE TOTAL BID AMOUNT. A PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT.**
- 5. THE CITY OF JERSEY CITY WILL AWARD THE CONTRACT BASED ON THE GRAND TOTAL PRICE FOR ITEM 1. FAILURE TO BID ON ANY ONE ITEM WILL RESULT IN THE REJECTION OF THE BID.**





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	PABCO INDUSTRIES, L.L.C.
<b>Trade Name:</b>	PABCO INDUSTRIES
<b>Address:</b>	166 FRELINGHUYSEN AVE NEWARK, NJ 07114-1614
<b>Certificate Number:</b>	0099926
<b>Effective Date:</b>	June 21, 1988
<b>Date of Issuance:</b>	April 19, 2021

**For Office Use Only:**  
20210419145426331



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0099926 FOR PABCO INDUSTRIES, L.L.C. IS VALID.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 292  
TRENTON, NJ 08646-0292

TAXPAYER NAME: PABCO INDUSTRIES, LLC

TRADE NAME: PABCO INDUSTRIES

TAXPAYER IDENTIFICATION#: 22-895 430600

SEQUENCE NUMBER: 0099926

ADDRESS: 166 FRELINGHUYSEN AVE  
NEWARK, NJ 07114

ISSUANCE DATE: 12/03/02

EFFECTIVE DATE: 06/10/02

FORMED BY: 001011

*J.P. & Tully*  
Director

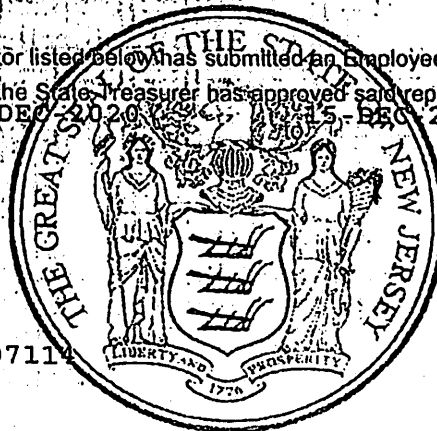
Certification 13205

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2020 to 15-DEC-2027

PABCO INDUSTRIES, LLC  
166 FRELINGHUYSEN AVE.  
NEWARK NJ 07114



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS  
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:**

**Jeana F. Abuan  
EEO/AA/Public Agency Compliance Officer/  
Acting Director  
Department of Administration  
Office of Tax Abatement & Compliance  
280 Grove Street, Bsmt. Rm. 109A  
Jersey City NJ 07302  
Tel. # 201-547-4538  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)**

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David Sherman / Bid agent

Representative's Signature: \_\_\_\_\_

Name of Company: Pabco Industries, LLC

Tel. No.: 973-242-2200

Date: 4/13/21

**APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the CITY of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's (Name & Title) Print: Todd Sherman / Bid agent  
Representative's Signature: \_\_\_\_\_  
Company Name: Pabco Industries, LLC  
Tel. No.: 973-242-2200 Date: 4/13/21



**CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION**



**SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE**

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

Business Name: Pabco Industries, LLC  
Address: 166 Frelinghuysen Ave, Newark, NJ 07114  
Phone: 973-242-2000  
Email: Service@Pabco.com  
Contact Name: Todd Sherman

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**