CONTRACT NO. C26-39B

CITY OF
VINELAND
WHERE IT'S ALWAYS GROWING SEASON

GOODS & SERVICES CONTRACT

THIS AGREEMENT, made this **25th** day of **September** in the year **2026** by and between **THE CITY OF VINELAND**, in the County of Cumberland, New Jersey, a municipal corporation, hereinafter **City**, and

Hereinafter "Contractor", **Koppers Utility and Industrial Products Inc.**
237 Foresty Road
Eutawville, SC 29048

City Contract# & Title: **C26-39B**
The Furnishing of Southern Pine Poles

WITNESSETH: that **City** and **Contractor**, for the consideration hereinafter named, covenant and agree as follows:

1. **The Contractor**, pursuant to a duly published notice to bidders, instructions to bidders, bid specifications and written bid, **COV BID # 2026-39** received by the **City** on **August 25, 2026** and Resolution **No. 2026-470** of the **City** accepting said bid **September 22, 2026,** which includes notice to bidders, instructions to bidders, bid specifications, written bid and resolution are herein incorporated by reference thereto, agrees to furnish and deliver the following:

   The Furnishing of Southern Pine Poles

   as required by said bid specifications and in accordance with said written bid submitted by Contractor and to otherwise comply with all requirements contained therein.

2. **The Contractor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof or its right, title or interest therein, without first receiving the written consent of the Mayor, Council and/or Purchasing Agent of the City of Vineland.

3. **The Contractor** and **City** agree that time is of the essence in the faithful performance of this Contract and that all Contractor's obligations shall be concluded in accordance with the resolution and bid specifications for the contract period **of September 22, 2026 to September 21, 2027 with option for a second year from September 22, 2027 to September 21, 2028 with a 2% increase.**

4. As consideration for **Contractor** complying with the terms, covenants and conditions herein, Contractor shall charge the appropriate parties, an estimated amount to the sum of **$232,809.00** based on the price included in the proposal and awarded per Resolution No. **2026-470** adopted on **September 22, 2026.**

5. Should **Contractor** fail to carry out the terms of this Contract as herein prescribed, **City** may cancel or rescind this Contract in its entirety and serve said notice addressed to **Contractor's** last known mailing address; or it may notify the bonding company or bondsman, as the case may be, to complete the Contract. Nothing contained herein, however, shall prevent City from pursuing whatever other remedies it may have at law, including but not limited to the forfeiture of Contractor's bid deposit.

6. The **Contractor** hereby agrees to indemnify and save harmless the **City** from and for any damages or injury, including death and/or property loss for which it may become liable by reason of any negligence or carelessness on the part of **Contractor**, or on the part of its successors, assigns, agents, servants, or employees by reason of the performance of the work.

   The **Contractor** shall indemnify and save harmless the **City** from and against any and all claims, liabilities, actions and causes for action, costs, charges and mechanics liens for labor performed or for tools and materials furnished in the performance of the work and any and all costs, charges and expenses incurred in defending such suits or actions or procuring such liens to be discharged and satisfied and from and against all claims and liabilities for any injury or damage to person or property to the extent caused by the negligent performance of said work, or from and against all or any claims or liabilities for royalties or license fees, actions, suits, charges, expenses, or damages for infringement of patents by reason of the use of any invention or improvement or material, tools or plant of any process of device, or combination of devices or equipment used in the performance of the work done under this Agreement. The legal status of said Contractor is that of an "Independent Contractor."

7. The **Contractor** shall furnish the **City** with a Certificate of Insurance for a comprehensive general liability policy covering **Contractor's** entire operation, with bodily injury limits of not less than $1,000,000 any one person/any one accident and property damage limits of $3,000,000 total aggregate. Said policy shall be issued in the name of the Contractor and the City as their interest may appear. **Contractor** shall also furnish the **City** with satisfactory evidence of full and complete statutory compliance with the Workman's Compensation Law of the State of New Jersey.

   The **City** shall be named as an additional insured under said policy. The **Contractor** shall provide the **City** with evidence of insurance coverage in the form of a certificate and policy endorsement page, which shall also provide that the insurer shall be obligated to notify the **City** of any cancellation or modification of insurance coverage to the **Contractor** within sixty (60) days thereof.

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

Employment Information Report AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.

9. **Political Contribution Disclosure**. This contract has been awarded to **Koppers Utility and Industrial Products, Inc.** based on the merits and abilities to provide the goods or services as described herein. This contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that **Koppers Utility and Industrial Products, Inc.,** its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made any contribution of money or any other thing of value, including in-kind contributions that are reportable pursuant to City Ordinance and the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Cumberland, City of Vineland, NJ; if a member of that political party is serving in an elective public office of the City of Vineland, County of Cumberland, NJ the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Vineland, County of Cumberland, NJ when the contract is awarded.

10. **IN WITNESS WHEREOF**, the parties named herein have hereunto set their hands and seals and the day and year first above written, pursuant to attached resolution.

ATTEST:

The City of Vineland

Anthony R. Fanucci, Mayor

Richard G. Franchetta, RMC, EJD
City Clerk

Miguel A. Mercado, QPA
Purchasing Agent

Koppers Utility and Industrial Products, Inc.

THOMAS LANE SR SALES MANAGER
Name & Title– (please print or type)

Signature

Date 9/24/26

