

RESOLUTION 2025-230

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM AUTHORIZING THE PURCHASE OF A MAGNETIC PLYMOVENT SOURCE CAPTURE VEHICLE EXHAUST SYSTEM FROM CLEAN AIR COMPANY, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$42,817.83

WHEREAS, N.J.S.A. 40A:11-1 et. seq. authorizes the Township of Chatham (the “Chatham”) to enter into certain contracts below the public bid threshold without publicly advertising for bids; and

WHEREAS, the Township, through its Qualified Purchasing Agent and pursuant to Section III, Thresholds, Subpart B, Window Contracts, is permitted to purchase, through a non-fair and open process, any materials, supplies, services or equipment, without advertising for bids if the total purchase price for such materials, supplies, services or equipment is between the State of New Jersey Pay to Play Threshold (\$17,500) and the Township’s bid threshold of \$44,000; and

WHEREAS, the Township desires to purchase from Clean Air Company, Inc., located at 428 New Brunswick Avenue, Fords, New Jersey 08863 (“CAC”) a magnetic plymovent source capture vehicle exhaust system (the “Exhaust System”);

WHEREAS, the Township needs to purchase the Exhaust System for the Green Village Fire Department as specifically set forth in quote No. CACQ29478 from CAC, which is attached hereto as Exhibit A, in an amount not to exceed Forty-Nine Thousand Eight Hundred Thirty Three Dollars and 70/100 cents (\$49,833.70); and

WHEREAS, the Chief Financial Officer of the Township has certified that adequate funds for such a purchase are available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, that:

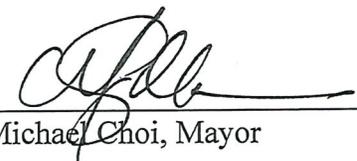
1. The forgoing recitals are hereby incorporated herein by reference as if set forth at length.
2. The Township hereby authorizes the purchase of the Exhaust System in a total amount not to exceed Forty-Nine Thousand Eight Hundred Thirty Three Dollars and 70/100 cents (\$49,833.70).
3. A certified copy of this Resolution shall be provided by the Township Clerk to each of the following:
 - i. Township Purchasing Agent
 - ii. Township Chief Financial Officer
 - iii. CAC.
4. This Resolution shall take effect immediately.

Adopted: December 16, 2025

TOWNSHIP OF CHATHAM IN
THE COUNTY OF MORRIS

Attest:


Gregory J. LaConte, Clerk

By 
Michael Choi, Mayor

CERTIFICATION OF THE AVAILABILITY OF FUNDS

I hereby certify that as of December 16, 2025, sufficient funds are available to carry out the purpose of this Resolution in account C-04-55-958-028.


Debra A. King
Chief Financial Officer

Exhibit A
Quote



Clean Air Company, Inc.

QUOTE

428 New Brunswick Avenue, Fords, NJ 08863,

www.CleanAirCo.com

732-738-8818(p) 732-738-4914 (f)

Brendanb@cleanairco.com

QUOTE #	CACQ29478
DATE	Mar 5, 2025

Sold To:
 Mike Zalis
 Green Village Vol Fire Dept
 529 Green Village Road
 Green Village, NJ 07935

Ship To:
 Mike Zalis
 Green Village Vol Fire Dept
 529 Green Village Road
 Green Village, NJ 07935

Bill To:
 Joe Sodano
 Green Village Vol Fire Dept
 529 Green Village Road
 Green Village, NJ 07935

Phone (973)377-0100

Phone (973)377-0100

Phone (973)377-0100

This quote dated 3/5/25, is for the installation of a magnetic Plymovent source capture vehicle exhaust system at the Green Village Vol FD. This quote includes four complete Sliding Balancer Tracks (SBT) with Standard Temp (ST) upper & middle hose assemblies and 1,050 degree high temperature (HT) lower hose assemblies. Plymovent magnetic Grabber nozzles, conical tailpipe adapters, Plymovent safety disconnects and all Plymovent related ductwork are included in this quote. Roof penetrations and sealing of roof penetrations if needed are by others. Electrical power wiring, permits and tailpipe modifications are by others. Any fees for grant historical documentation, architectural, engineered or HVAC drawings, stamps or seals are by others. This job is quoted at prevailing wage. *****TAILPIPE SIZES MUST BE CONFIRMED BEFORE ORDERING EQUIPMENT.**

SALESPERSON	PROJECT NAME	PAYMENT TERMS	SHIP VIA
Brendan	Green Village Vol Fire Dept	net 30	Client Account

QTY	DESCRIPTION
4	SBTA-20 TRACK PACK
4	MAG SBT 20 UPPER, 5 IN. STD TEMP (ST) HOSE PACK, TRACK 20, SBTA INCLUDES: 1- UPPER ST HOSE 5 IN. X 15 FT. 2- BRIDGE HOSE CLAMPS 1- METAL HOSE SADDLE 5 IN. 1- TROLLEY/BALANCER ASSEMBLY 1- RISER BRACKET ASSEMBLY
4	MID, STANDARD TEMP (ST) HOSE 5 IN. x 10 ft, WITH CLAMPS, 1 PIECE, SBTA, STRA, VSRX
4	MAG GRABBER ASSY 5 IN., HIGH TEMP (HT) HOSE 5 IN., SAFETY DISCONNECT HANDLE (SDCH) LOWER ASSEMBLY, STRA/VSRX
4	TAILPIPE ADAPTER (TPA) 5 IN., FOR MAGNETIC GRABBER (MG) 5 IN.
1	Fan & Start Up
8	Leg hanging material and related hardware
1	Duct Related Materials
32	Prevailing wage installation rate for two men per hour

This price is good for 60 days from date of issue.

The title and right to possession of all property listed above shall be and remain with Clean Air Company Inc. until entire purchase price is paid in full by purchaser, at which time title shall transfer to purchaser. Payment terms are net 30. All balances over 30 days will be assessed a 1.5% monthly finance charge. Collection fees encumbered, including legal fees, will be the purchaser's responsibility. The undersigned accepts the terms and conditions of this quotation.

SUBTOTAL	\$42,817.83
SALES TAX	\$0.00
TOTAL	\$42,817.83

Signed: _____

Title: _____

Name: _____

PO Number: _____

Payment Options

Select your preferred payment option / purchase terms*:

- Credit Card Purchase (purchase amount \$43,888.28) [includes +\$1,070.45 payment type Surcharge]
- eCheckACH Purchase (purchase amount \$42,817.83)
- Check Purchase (purchase amount \$42,817.83)
- CustomPaymentType1 Purchase (purchase amount \$42,817.83)

* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

The Clean Air Company will provide all necessary schematics for compressed air and power wiring. By signing this quote you understand that all power wiring is the responsibility of the purchaser.

Quotes that don't include sales tax require an exempt form or a capital improvement form in order for sales tax to not be collected.

Permitting is the responsibility of the purchaser, unless otherwise stated. Clean Air Company will provide all of the required documentation for permitting.

Shipping for dust collectors and US Duct are the responsibility of the purchaser. The Clean Air Company will provide weights and dims for the purchaser to arrange with their preferred carrier.

Please contact me if I can be of further assistance.

Shipping will be billed at actual costs. If you would like to use your carrier please discuss with your sales rep.

GENERAL CONDITIONS

1. Complete Agreement. The full extent of the Contractor's Work is set forth in this Agreement, including any additional attachments, and no other or additional Work shall be inferred. The Agreement represents the entire, integrated agreement between the parties and it supersedes all prior negotiations, representations or agreements, regardless whether oral or in writing. If the Contractor's quotation is a part of this Agreement, then in the event of a conflict between any terms or conditions set forth in the quotation and these General Conditions, the quotation shall prevail. Any references by Contractor acknowledging receipt of an order by Buyer shall in no way constitute an acceptance of any of the Buyer's terms of purchase.

2. Executed Agreements and Orders. This Agreement, and any future modifications, shall only be binding upon the Contractor if in a signed writing executed as an acceptance by the Buyer, and they shall only be valid upon receipt by the Contractor. Contractor objects to any contrary or additional terms and conditions added by Buyer to this Agreement, or to any future modifications, unless in a writing executed as an acceptance by the Contractor. These General Conditions are a part of, and govern, all transactions between Contractor and Buyer. They are to be given a broad construction so as to supersede any terms and conditions in any of Buyer's documents which may be construed to conflict with them.

3. Definitions. The "Work" shall refer to all labor, materials, equipment and services to be provided by the Contractor under this Agreement, including the furnishing and installing of any materials or equipment. Any reference to "Material Purchases" shall solely refer to the sale of materials or equipment when no installation or other services are provided except delivery. Any references to the "Work" shall include any "Material Purchases" as well as materials or equipment furnished as part of the Work. Contractor shall refer to Clean Air Co., and "Buyer" shall refer to the other party to this Agreement. "Project" shall refer to where the Work is to be performed or Material Purchases are to be delivered.

4. Taxes, Fees and Charges. In addition to the prices set forth herein, unless expressly set forth in the Agreement, the Buyer shall be responsible for any charges by governmental entities relating to the Work, including, but not limited to, any sales, use, excise or other taxes, any customs or duties, shipping, insurance, and the cost of any permits for the Work. The Contractor reserves the right, but has no obligation, to make payment of any of the aforesaid, in which case the Buyer agrees to reimburse the Contractor upon demand. Such charges may be separately itemized on the Contractor's invoices and shall be paid by Buyer when due.

5. Buyer Information. The Buyer warrants and represents that prior to the execution of this Contract: (a) the Buyer did not know and had no reason to know of any concealed, existing pipes, wires or other objects within the Project's walls, floors, ceilings or other concealed spaces which have not been disclosed to the Contractor and which may affect performance of the Work; (b) the Buyer has furnished all documents and information within its possession or control which may affect the Work; and (c) the Buyer has a combination of sufficient funds and loan commitments to pay for the Work to be performed. The Contractor has relied on the accuracy of these warranties and representations when entering into the Contract.

6. Site Operations. The Buyer shall furnish the Contractor with reasonable access to the Project site and other facilities as the Contractor may reasonably request, in order to permit performance of the Work and delivery of Material Purchases. The Buyer shall also obtain permission of the landlord, if any, for the Contractor to so perform. The Buyer shall furnish the Contractor with access to utilities for any temporary service connections, and pay for any consumed electricity, water or other utilities during the Contractor's performance. Access shall be permitted between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday.

7. Services. Buyer shall respond promptly to the Contractor's requests for direction, information, approvals, authorizations or decisions that are reasonably requested by Contractor to perform the Work or cause delivery of Material Purchases. Buyer shall also assure all precedent work of others is timely and properly completed before Contractor is to perform its Work. For Buyer-furnished materials and equipment, they shall be provided to the Contractor in a timely manner for Contractor's performance. Buyer shall ensure that any Buyer-furnished materials, equipment or information is complete and accurate in all material respects. Buyer shall obtain and maintain all necessary permits, approvals, licenses and consents necessary for the performance of Contractor's Work, unless expressly set forth in this Agreement as the responsibility of the Contractor, and shall comply with all applicable laws in relation to the Work before the Contractor's start date.

8. Extra Work. The Buyer and Contractor may agree that the Contractor shall furnish additional labor, material, equipment or services at any time after execution of this Agreement ("Extra Work"). The Contractor shall not be bound to perform Extra Work in the absence of a signed authorized writing acknowledging acceptance by both parties. If the Contractor agrees to perform Extra Work in the absence of any fixed price for its performance, then the Buyer agrees to pay the Contractor's standard hourly rates for labor then in effect, or if no standard rates for labor are in effect, than the cost of all labor, materials and equipment plus 21% for overhead and profit. All Extra Work shall be subject to the terms and conditions of this Agreement.

9. Changed Conditions. When concealed physical conditions are encountered which differ materially from those indicated in the information furnished by the Buyer, or when unknown physical conditions of an unusual nature are encountered which differ materially from those ordinarily found to exist and which are generally recognized as inherent to the Work, the Contractor may suspend performance of the Work in the affected area and request direction from the Buyer how to proceed. If the parties do not reach a mutually agreed course of action within 7 days after Contractor gives notice, then the Contractor

may suspend or terminate this Agreement at its discretion. In that event, the Buyer shall remain liable for the value of all performed Work, including Material Purchases, together with any additional costs of demobilization which the Contractor incurs, any cancellation fees, and 10% of the value of any unperformed Work which would otherwise be performed under this Agreement.

10. Time. The Contractor makes no warranty or representation that the Work to be performed hereunder will be commenced and completed by a particular date, or any Material Purchases are to be furnished and delivered by a particular date, unless expressly set forth in this Agreement.

11. Delays and Extensions of Time. If the Contractor is delayed at any time in the commencement or progress of the Work by: (1) an act or neglect of the Buyer, the Architect, any other design professional, the Owner of the Project, if different than the Buyer, a separate contractor, or an employee of any of them; (2) by changes to the Work, including the scheduling for the Work; (3) unavoidable casualties, including accidents, fire, adverse weather conditions and other acts of nature, strikes or other labor disputes, unusual delay in deliveries, shortages of materials or equipment, acts of any government or government agency, delays or failures in delivery from carriers or suppliers, the impact of any medical pandemics, or other causes beyond the Contractor's control; or (4) by delay authorized by the Buyer, then the Contract Time, if any is agreed, shall be extended for a reasonable time to permit the Contractor to perform during ordinary business hours.

12. Material Sales. Title to any materials or equipment furnished as part of the Contractor's Work, or as separately ordered Material Purchases, shall remain with the Contractor until the Contractor has been fully paid for the Work under this Agreement. The Contractor reserves the right to substitute equal or better materials and equipment at its discretion. The Buyer agrees that by making final payment, the Buyer accepts that the materials and equipment are in good operating order, repair and appearance. The Contractor shall have no responsibility for the condition or operation of any materials or equipment after acceptance, except to the extent of any express warranties set forth herein.

13. Price, Quantity and Subject Matter. The price, quantity and subject matter of the Material Purchases or other materials and equipment to be provided are specified on the applicable Contractor order confirmation or invoice. The quantities and types shown in the order confirmation or invoice shall govern all disputes between the parties.

14. Buyer's Responsibility for Selection of Materials and Equipment. The Buyer is solely responsible for making the final selection of all materials and equipment ordered from the Contractor or furnished by the Contractor, both as Material Purchases or as part of the Work. The Buyer is solely responsible for assuring their compatibility with the overall design for the Project and the existing structures, and assuring they meet all required performance, endurance, maintenance, safety, and warning requirements for the Project.

15. Purchase and Use of Materials, Indemnity by Buyer. Either for Material Purchases, or as part of the Work, Buyer shall comply with all instructions, guides and specifications provided by the Contractor. If Buyer uses any of them in a manner prohibited in the instructions, guides or specifications, or Buyer otherwise fails to comply with the furnished instructions, guides and specifications, Buyer acknowledges that any such use is at Buyer's sole risk, and Buyer shall indemnify, defend and hold Contractor harmless from any claims, liabilities, losses or damages which arise, including counsel fees.

16. Material Shipment, Delivery, and Risk of Loss. Unless otherwise specifically provided, delivery of Material Purchases is F.O.B. Contractor's shipping point. All delivery dates for Material Purchases are approximate. Regardless of the manner of shipment, or when delivery occurs, title and risk of loss or damage pass to Buyer, upon placement of the Material Purchases with the shipment carrier. Unless otherwise agreed, Contractor may exercise its judgment in choosing the shipment carrier and the means of delivery. In addition to any other limitations contained in this Agreement, Contractor shall have no liability for any direct, consequential, or incidental damages resulting from any delay or failure in deliver, including, but not limited to, loss of use, regardless of the reasons for such delay or failure. No deferment of shipment at Buyer's request beyond the respective indicated shipping date will be made except on terms that will indemnify, defend and hold Contractor harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Contractor due to Buyer's acts or omissions.

17. Inspection. Buyer shall promptly inspect all Material Purchases upon receipt. No claims for shortages or overages will be allowed unless reported to the Contractor by written notice within ten (10) days of delivery.

18. Unforeseen Circumstances. All orders for Material Purchases are subject to cancellation by the Contractor without liability in the event of any material adverse change in the cost or availability of Material Purchases or other unforeseen circumstances.

19. Cancellations and Changes. Buyer may not cancel or modify any order for any reason, except with Contractor's written consent and upon terms that will indemnify, defend and hold Contractor harmless against all direct, incidental and consequential loss or damage. If Contractor agrees to the modification or cancellation of any order, Buyer shall pay a cancellation fee equal to all costs the Contractor incurs, including any restocking charges and commitments to others, together with an additional 15% of all said costs.

20. Security Interest. To secure payment of all sums due, Contractor retains a security interest in all materials and equipment sold or delivered to Buyer as part of the Contractor's Work, and, Buyer's acceptance of this Agreement is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Contractor as its attorney to execute and file on Buyer's behalf all documents Contractor deems necessary to perfect its security interest.

21. Warranty. The Contractor warrants the Work against defects and deficiencies in workmanship and materials for one year from the date of substantial completion of its Work. For Material Purchases, then in addition to any manufacturer's separate warranties, Contractor's warranty is for a one year period from the date of their delivery. Contractor's warranty shall not extend to defects or deficiencies that are inherent in the quality required or permitted by the Agreement, damages, defects or deficiencies caused by abuse, modifications to the Work not performed by the Contractor, improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. The Contractor's sole obligation shall be to promptly remove and replace any Work, including Material Purchases, which fails to conform to the requirements contained in this Agreement at its own cost and expense upon receipt of written notice from the Buyer if given within the warranty period.

EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH 21, THE CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORK FURNISHED HEREUNDER, AND THE CONTRACTOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY, WARRANTIES ARISING FROM TECHNICAL ADVICE OR RECOMMENDATIONS, COURSE OF DEALING, OR OF PERFORMANCE, CUSTOM OR USAGE IN THE TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE EXPRESS TERMS OF THIS AGREEMENT.

22. Repairs and Replacements Outside Contractor's Warranty. If the Contractor is requested to repair or replace any allegedly defective Work not covered by Contractor's warranty, or to conduct inspections thereof, such repairs, replacements and inspections shall be made at the expense of the Buyer on the basis of the Contractor's actual costs, together with 21% overhead and profit. To the extent that changes to the Work are requested, which were not allegedly defective, the cost and price shall be as negotiated with the Contractor.

23. Indemnity. The Buyer shall indemnify, defend, and hold the Contractor harmless, together with that of the Contractor's consultants, agents, employees, subcontractors and suppliers, from all claims (including but not limited to, claims of patent, copyright and/or trade secret infringement), damages, liabilities, losses, costs, expenses, judgments, fines or penalties, including counsel fees, to the extent caused by the act, omission, neglect, or default of the Buyer, its consultants, agents, employees, design professionals, subcontractors or suppliers. The Buyer further agrees that the obligation to defend commences when notification is given by the Contractor of any claims, or alleged damage, liability, loss or injury, regardless whether said notification constitutes a claim under any policies of insurance.

24. Buyer's Non-Payment. In the event that the Contractor fails to receive any payment from Buyer within 10 days of the date when payment is due, then in addition to any other remedies provided by this Agreement or by law, the Buyer shall be further liable to the Contractor for interest at the rate of 12% per year. For any checks which are not honored, the Buyer shall be liable for an additional \$50.00, as well as the principal amount of the check and any accrued interest. In the event that the Contractor takes any steps to collect any claimed indebtedness, the Buyer shall be further liable for all counsel fees, costs and expenses the Contractor incurs, including, without limitation, legal actions.

25. Buyer's Default. If the Buyer fails to make payment within the time provided by the Agreement, or otherwise commits any breaches of the Agreement, then in addition to any other remedies provided herein or by law, and after seven (7) additional days' written notice to the Buyer to cure, the Contractor may also: (a) suspend further performance of the Work, or (b) terminate the Contract. If the Buyer fails to timely cure its breaches within said seven (7) days of Contractor's transmittal of notice, then the Buyer shall be further liable for all damages incurred by the Contractor as well as any counsel fees and costs the Contractor incurs. As an additional, cumulative remedy, the Contractor may also remove any or all of the materials or equipment previously furnished, without court order, and apply its salvage value as a credit to the Buyer's indebtedness. Buyer consents to the Contractor's entry upon the Project for the removal of the materials or equipment; waives any claim for damages arising out of the removal, and the Buyer shall be further liable for the additional costs of removal of the materials and equipment.

26. Termination. The Contractor may also immediately terminate this Agreement if Buyer: (a) appoints a trustee, receiver or custodian for all or any part of Buyer's property; (b) files a petition for relief in bankruptcy on its own behalf, or one is filed by a third party; (c) makes an assignment for the benefit of creditors, or (d) dissolves its business, ceases operations, or liquidates all or a majority of its assets.

27. Limitation of Actions. Any action or proceeding, including, but not limited to, any agreed arbitration, that is brought by Buyer against Contractor and that arises out of or relates to this Agreement, or is in connection therewith, shall be time-barred unless: (1) for actions sounding in contract and based on this Agreement, within one (1) year from the date of the alleged breach, or (2) for all other claims, within one (1) year after the Buyer's claims have accrued. This limitation shall apply regardless whether the Buyer's claims sound in contract, tort, or otherwise, including equitable relief, notwithstanding whether any longer statutory time limitations are provided by law. These limitations shall not apply to any actions or proceedings

brought by Contractor against Buyer. Notwithstanding these limitations, both parties shall have the right to assert claims for indemnification or contribution against the other in the event a third party initiates claims against either Buyer or Contractor.

28. Governing Law. This Agreement, and any claims arising out of or related thereto, shall be governed by the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.

29. Dispute Resolution. All claims, disputes and other matters in question that arise out of or are related to this Agreement, or its breach, shall be decided by litigation. Buyer agrees that the state and Federal courts of the State of New Jersey shall have personal jurisdiction. The exclusive venue of any action or proceeding shall solely be in New Jersey, except that an action or proceeding may be brought in a different state when the action or proceeding includes the foreclosure of a mechanics or construction lien claim on property located in that other state.

30. WAIVER OF JURY TRIAL. BUYER AND CONTRACTOR IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ENFORCEMENT THEREOF, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON STATE STATUTES AND LOCAL ORDINANCES, SUCH AS FEDERAL, STATE AND LOCAL ANTI-DISCRIMINATION LAWS.

31. LIMITATION OF LIABILITY. CONTRACTOR SHALL NOT BE LIABLE TO BUYER, ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOST INCOME, PROFIT, SALES, FINANCING, BUSINESS, REPUTATION, AND LOSS OF USE, SUCH AS PRINCIPAL OFFICE EXPENSES AND COMPENSATION OF PERSONNEL STATIONED THERE, LOST TIME OR FOR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY.

32. Confidentiality. The Contractor, its agents, representatives and employees, are under no obligation whatsoever to treat any documents or information as confidential, unless the Contractor agrees and they are expressly identified as confidential.

33. Notices. All notices sent by the parties to each other, to be effective, must be in writing and sent by mail, a nationally recognized overnight delivery service, or to an email address specifically provided by the parties for such purpose. The effective date of any such a notice is the date of its receipt. The parties may also designate, in writing, a notice of change of address.

34. Waiver. The Contractor's failure to enforce any provision of these General Conditions will not invalidate that provision, nor will any such failure prejudice the Contractor's right to enforce that provision in the future.

35. Severability. If a court or tribunal of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, or unenforceable, the provision will be deemed severable and the invalidity, illegality, or unenforceability will not affect any other provisions in the Agreement, which may be reformed and enforced in accordance with the Agreement's intent.

36. Miscellaneous. Paragraph headings are not intended to limit, expand or otherwise modify any provisions, but are solely intended as a convenience to the parties. This Agreement is not assignable without the prior written consent of the Contractor. No party not a signatory to this agreement shall be considered as an intended third party beneficiary.