

14-1

2014 ADOPTED BUDGET RESOLUTION

Passaic Valley Water Commission

(Name)

AUTHORITY

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, and ending, December 31, 2014 has been presented for adoption before the governing body of the Passaic Valley Water Commission at its open public meeting of January 22, 2014; and


WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ 85,538,753, Total Appropriations, including any Accumulated Deficit if any, of \$ 78,876,663 and Total Unrestricted Net Assets utilized of \$ 0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 18,748,000 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$ 6,400,000; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Passaic Valley Water Commission, at an open public meeting held on January 22, 2014 that the Annual Budget and Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, and ending, December 31, 2014 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.


(Secretary's Signature)

1/22/2014
(Date)

Governing Body	Recorded Vote			
Member:	Aye	Nay	Abstain	Absent
Bazian, Menachem	X			
Vannoy, Robert	X			
Levine, Jeffrey	X			
Cleaves, Chrystal	X			
Kolodziej, Gloria	X			
DeVita, Thomas P.	X			
Sanchez, Rigo	X			



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #14-2

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: January 22, 2014

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: VANNOY offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Summary Aging Reports North Arlington v. P.V.W.C. (Hirschhorn), Commercial/Umbrella Insurance Policies Applications, Personnel/Policy & Procedures Manuel, etc, MELJIF POL/EPL Program Recertification, West Paterson/Woodland Park Tax Appeal, Leopold v. PVWC. PERSONNEL: New Hire: Rakim Hill-Laborer/TA, Brendan Quern-Assistant Water Treatment Plant Operator/TA- Promotion: Joseph Wright Jr-Assistant Maintenance Supervisor/TA. ADMINISTRATION:
And any other matter as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: BAZIAN AYES: 7 Absent: Time: 1:48 P.M.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
MENACHEM BAZIAN	<u>x</u>			
ROBERT VANNOY	<u>x</u>			
JEFFREY LEVINE	<u>x</u>			
CHRYSTAL CLEAVES	<u>x</u>			
GLORIA KOLODZIEJ	<u>x</u>			
THOMAS P. DE VITA	<u>x</u>			
RIGO SANCHEZ	<u>x</u>			



PASSAIC VALLEY WATER COMMISSION

Gloria Kolodziej

PRESIDENT
Gloria Kolodziej

Menachem Bazian

SECRETARY
Menachem Bazian



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #14-3

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 22, 2014

INTRODUCED BY COMMISSIONER:

SECOND BY COMMISSIONER:

BE IT RESOLVED, That Passaic Valley Water Commission will hold its Regular Public Meeting

On the **Third Wednesday** of every month; and

BE IT RESOLVED, The public meetings will commence at **9:30 A.M.**;

BE IT FURTHER RESOLVED, That Workshop sessions, where deemed necessary, will be
Held as scheduled, with all parties being notified in accordance with law; and

BE IT FURTHER RESOLVED, all meetings will be held at 1525 Main Ave., Clifton, N.J.,

ADOPTED, on call of roll; Ayes: Absent:

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN, MENACHEM	<u>X</u>			
VANNOY, ROBERT	<u>X</u>			
LEVINE, JEFFREY	<u>X</u>			
CLEAVES, CHRYSTAL	<u>X</u>			
SANCHEZ, RIGO				<u>X</u>
DE VITA, THOMAS				<u>X</u>
KOŁODZIEJ, GLORIA	<u>X</u>			


GLORIA KOŁODZIEJ
PRESIDENT


MENACHEM BAZIAN
SECRETARY



PASSAIC VALLEY WATER COMMISSION

This is to certify the within is a true and
Correct copy of action taken by the Board of Passaic
Valley Water Commission at its Reorganization
Meeting held January 22, 2014.

A handwritten signature in dark ink, appearing to read "Louis Amodio", is written over a horizontal line.

Louis Amodio,
Administrative Secretary

RESOLUTION #14-4
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: JANUARY 22, 2014

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller/CFO.

Introduced by Commissioner **VANNOY**;

Seconded by Commissioner **CLEAVES**.

WHEREAS, claims of payment by Passaic Valley Water Commission should be first submitted to the Board of Commissioners for consideration before payment, and

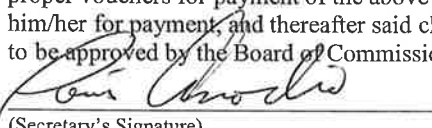
WHEREAS, due to the nature of certain claims and timing of particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next Commission meeting.

NOW THEREFORE BE IT RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer has the following authority:

Passaic Valley Water Commission does hereby approve the payment between meetings of the following claims for payment, when the same are presented:

- 1) Payroll obligations and withholdings
- 2) Required payments to the North Jersey District Water Supply Commission
- 3) Real estate taxes
- 4) Banks for investment purposes, transfers, and debt service obligations
- 5) Utility Payments
- 6) Postage
- 7) Insurance Costs
- 8) State of New Jersey – Application Fees, Permit Fees, State Surcharges, DEP Fees and License Fees
- 9) Educational conference and registration fees
- 10) Reissue of lost or mutilated checks after stop payment has been enforced
- 11) Employee benefits
- 12) Payments necessary to all vendors that require compliance with the 2006 Prompt Payment Law, Chapter 96, whereby the Commission shall pay the bill not more than 30 calendar days after the billing date to avoid billable late charges
- 13) Replenishment of escrow funds for police traffic control
- 14) Contract invoices that will be more than 30 days old before the next scheduled Commission meeting
- 15) Employee expense reimbursements
- 16) Police traffic control
- 17) Customer refunds
- 18) Invoices that are 60 days or older
- 19) Petty cash funds replenishment
- 20) Settlements/claims authorized by the PVWC Board of Commissioners
- 21) All other bills that require payment outside of Commission meetings must be verbally approved by one Finance Committee member

BE IT FURTHER RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer is hereby authorized and directed to prepare the proper vouchers for payment of the above recited accounts when same is properly presented to him/her for payment, and thereafter said claim shall be transcribed on the next scheduled Bill list to be approved by the Board of Commissioners


(Secretary's Signature)

1/22/2014
(Date)

Governing Body			Recorded Vote	
Member:	Aye	Nay	Abstain	Absent
Bazian, Menachem	X			
Vannoy, Robert	X			
Levine, Jeffrey	X			
Cleaves, Chrystal	X			
Kolodziej, Gloria	X			
DeVita, Thomas P.				X
Sanchez, Rigo				X

RESOLUTION #14 -5

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: JANUARY 22, 2014

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller/CFO.

Introduced by Commissioner VANNOY;

Seconded by Commissioner CLEAVES.

Whereas, the Passaic Valley Water Commission (hereinafter "PVWC") has funds segregated for Self-Insurance, Meter Deposits, Contingencies, Bond Construction/Project Fund, Renewal and Replacement Reserves, Operating Reserves, Debt Service Reserve and other related funds (collectively, the Funds"); and

Whereas, the Funds are invested in authorized investments for time periods of up to one year or deposited into interest/dividend bearing accounts; and

Whereas, PVWC is exercising its best efforts to maximize investment returns earned on said funds; and

Whereas, the ability to invest with all New Jersey banking institutions covered by the Governmental Unit Deposit Protection Act ("GUDPA"), N.J.S.A. 17:9-41 et seq. does not currently enable PVWC to seek the best possible rates; and

Whereas, PVWC has requested and received permission from the New Jersey Division of Investment to invest in short-term municipal debt with an issuer rating of "A" or better for a period of not more than 397 days; and

Whereas, the PVWC General Bond Resolution limits the term on certain investments to no more than one year; and

Whereas, PVWC, with the input of its financial advisor, has determined that a fiscally responsible limit on such investments so as to diversify holdings would limit any one credit to \$5,000,000;

Now therefore, be it resolved, by PVWC, in the County of Passaic, New Jersey:

That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies which have (A) a final maturity date that is not longer than 12 months from the date of purchase in the case of any Funds that are subject to the General Bond Resolution and 397 days otherwise and (B) an issuer underlying investment grade rating of "A" or better by Moody's, Standard and Poor's, or Fitch. A rating of the bonds or notes is not required. The phrase "short term obligations" includes bonds which have a maturity or redemption date of no longer than 12 months from the date of purchase. The PVWC may jointly purchase any such investments with any municipality, county or authority that is authorized to make such investments. The CFO is hereby authorized to seek the assistance of the PVWC's financial advisor and/or bond counsel when making such purchases and is directed to diversify the PVWC's investment in such notes and bonds, so that no more than \$5,000,000 be invested at any time in any one credit.

Record of Commission vote on final passage:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Bazian, M.	<u>X</u>	—	—	—
Vannoy, R.	<u>X</u>	—	—	—
Levine, J.	<u>X</u>	—	—	—
Cleaves, C.	<u>X</u>	—	—	—
Kolodziej, G.	<u>X</u>	—	—	—
DeVita, T.	—	—	—	<u>X</u>
Sanchez, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission:

Gloria Kolodziej
President

Manahan Baya
Secretary

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

RESOLUTION #14-6

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 22, 2014

INTRODUCED BY COMMISSIONER VANNOY;

SECOND BY COMMISSIONER CLEAVES:

BE IT RESOLVED, That Passaic Valley Water Commission does hereby designate the following Banks and Trust Companies; and their successors or assigns, as official depositories for funds of this Commission:

Capital One Bank	M & T Bank
Chase Manhattan Bank	Crown Bank
Hudson City Savings Bank	

BE IT RESOLVED, that in accordance with existing Statute, the following three signatures be designated as the proper officers to execute all warrants for withdrawal of funds of this Commission: the President, Chief Financial Officer, and any other Commissioner serving in a current term:

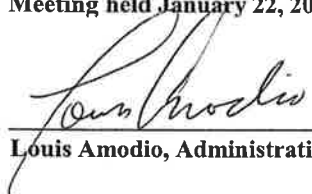
Hon. Menachem Bazian	Hon. Gloria Kolodziej
Hon. Chrystal Cleaves	Hon. Jeff Levine
Hon. Thomas P. DeVita	Hon. Rigoberto Sanchez
Hon. Robert Vannoy	

BE IT FURTHER RESOLVED, that this resolution shall supersede all prior resolutions of this Commission dealing with the withdrawal of Commission funds; and

BE IT FURTHER RESOLVEDADOPTED, that this resolution shall become effective immediately upon approval by this Commission.

Governing Body	Aye	Nay	Recorded Vote	Absent
Member:			Abstain	
Bazian, Menachem	X			
Vannoy, Robert	X			
Levine, Jeffrey	X			
Cleaves, Chrystal	X			
Kolodziej, Gloria	X			
DeVita, Thomas P.				X
Sanchez, Rigo				X

This is to certify the within is a true and
Correct copy of action taken by the Board of Passaic
Valley Water Commission at its Reorganization
Meeting held January 22, 2014.



Louis Amodio, Administrative Secretary

2014 Commission Budget Resolution Passaic Valley Water Commission

FISCAL YEAR: FROM January 1, 2014 TO December 31, 2014

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 has been approved by the governing body of the Passaic Valley Water Commission at its open public meeting of December 18, 2013; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ 85,538,753, Total Appropriations, including any Accumulated Deficit if any, of \$ 78,876,663 and Total Unrestricted Net Assets utilized of \$ 0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 18,748,000 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$ 6,400,000; and

WHEREAS, it is anticipated that the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Commission, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law; and

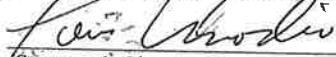
WHEREAS, the Commissioners wished to spend more time, study and effort examining the proposed budget and attempting to find potential economies, especially with respect to the expense side of the proposed budget, in concert with Passaic Valley Water Commission staff and approved the budget at its regularly scheduled meeting of December 18, 2013; and

WHEREAS, the Commission normally is required to submit its budget for approval sixty days before the beginning of its fiscal year; and

WHEREAS, the governing body of the Passaic Valley Water Commission adopted the Annual Budget and Capital Budget/Program on January 22, 2014.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on January 22, 2014, that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2014 and ending, December 31, 2014 was approved for late submission subject to the above-recited reservations; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements.


(Secretary's Signature)

1/22/2014
(Date)

Governing Body Member:	Aye	Nay	Recorded Vote	
			Abstain	Absent
Bazian, Menachem	X			
Vannoy, Robert	X			
Levine, Jeffrey	X			
Cleaves, Chrystal	X			
Kolodziej, Gloria	X			
DeVita, Thomas P.	X			
Sanchez, Rigo	X			

RESOLUTION # 14-8

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION
MAKING APPLICATION TO THE LOCAL FINANCE BOARD
PURSUANT TO N.J.S.A. 40A:5A-6**

DATE OF ADOPTION: January 22, 2014

Approved as to form and legality by the Law Department on the basis of facts and circumstances set forth by the Executive Director and Personnel and Finance Director and Finance Departments.

Introduced by Commissioner: De Vita

Seconded by Commissioner: Sanchez

WHEREAS, the Passaic Valley Water Commission (the "Commission") desires to make application to the Local Finance Board for its review of a project financing consisting of the issuance of one or more series of Series 2014 Water Supply System Revenue Bonds for the financing of a project financing to fund various improvements to the water supply system and funding of reserves as described therein in an amount not to exceed \$24,500,000; and

WHEREAS, the Commission believes that:

- (a) It is in the public interest to accomplish such purpose; and
- (b) Said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the participating municipalities of the Commission; and
- (c) The amounts to be expended for said purpose are not unreasonable or exorbitant; and
- (d) The proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the participating municipalities of the Commission and will not create an undue financial burden to be placed upon the participating municipalities of the Commission.

NOW THEREFORE, BE IT RESOLVED by the Passaic Valley Water Commission as follows:

SECTION ONE

1. The application to the Local Finance Board is hereby approved, and the Commission's Executive Director, bond counsel, financial advisor and auditor, along with other representatives of the Commission, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the Commission in matters pertaining thereto.

2. The Administrative Secretary is hereby directed to prepare and file a copy of the proposed resolution with the Local Finance Board as part of such application.

3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

4. This Resolution shall take effect immediately.

SECTION TWO

It any section or provision of this resolution shall be held invalid in any court, the same shall not affect the other sections or provisions of this resolution except insofar as the section or provision is so declared invalid and shall be inseparable from the remainder or any portion thereof.

SECTION THREE


This resolution shall take effect immediately from the date of adoption.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN, M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
KOŁODZIEJ, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—


Adopted at a meeting of Passaic Valley Water Commission.


GLORIA KOŁODZIEJ
President


MENACHEM BAZIAN
Secretary

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 22, 2014.



LOUIS AMODIO
Administrative Secretary

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

ID#: _____

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD

APPLICATION CERTIFICATION

APPLICANTS' NAME: Passaic Valley Water Commission

I, Joseph A. Bella, Executive Director
(name) (title)
of the Passaic Valley Water Commission

DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the Passaic Valley Water Commission on January 22, 2014; and

That the governing body of the Commission has notified each of its participating municipalities of the Commission of its submission of this application to the Local Finance Board and has made available to each, a true copy of this application.

JOSEPH A. BELLA, Executive Director

ATTEST:

LOUIS AMODIO, Administrative Secretary

Dated: _____

RESOLUTION # 14-9

RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND

WHEREAS, the Passaic Valley Water Commission is a member of the New Jersey Utility Authorities Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2013 unless earlier renewed by agreement between the Passaic Valley Water Commission and the Fund; and

WHEREAS, the Passaic Valley Water Commission desires to renew said

membership; NOW THEREFORE, be it resolved as follows:


1. The Passaic Valley Water Commission agrees to renew its membership in the New Jersey Utility Authorities Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverage's, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Governing Body shall be and hereby are authorized to execute the agreement to renew Membership annexed hereto and made a part hereof and to deliver same to the New Jersey Utility Authorities Joint Insurance Fund evidencing the Passaic Valley Water Commission's intention to renew its membership.


This Resolution agreed to this 22nd day of January, 2014 by a vote

ADOPTED ON THE ROLL: AYES: ASENT:

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

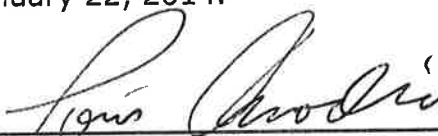
	AYE	NAY	ABSTAIN	ABSENT
BAZIAN, M.	X			
VANNOY, R.	X			
LEVINE, J.	X			
CLEAVES, C.	X			
KOLODZIEJ, G.	X			
DE VITA, T				X
SANCHEZ, R.				X


President


Secretary

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 22, 2014.



LOUIS AMODIO
Administrative Secretary

ATTEST

NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND

RESOLUTION#14-10

RISK MANAGEMENT CONSULTANT

DATE OF ADOPTION: JANUARY 22, 2014

WHEREAS, the Passaic Valley Water Commission has resolved to continue to participate as a member of both the New Jersey Utility Authorities Joint Insurance Fund and the Municipal Excess Liability Fund, following a detailed analysis by PVWC's Risk Manager and designated Insurance Agent; and

WHEREAS, the bylaws of said Funds require that each Commission appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the bylaws; and

WHEREAS, the bylaws indicate a minimum fee equal to Three(3%) of the Commission assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Commission;


WHEREAS, not withstanding the judgmental nature of the Risk Management Consultant's duties renders comparative bidding somewhat impractical, the Commission has chosen to utilize the Pay to Play "Open and Fair Process" method;

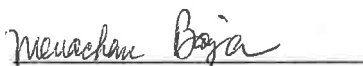
NOW, THEREFORE, BE IT RESOLVED, that the Passaic Valley Water Commission does hereby appoint Joseph Scibona of Cupo Insurance Agency as its Risk Management Consultant in accordance with the Fund's bylaws: and

BE IT FURTHER resolved that the appropriate officers of the Commission are hereby authorized and directed to execute the Risk Management Consultant's Agreement annexed hereto and to cause a notice of this decision to be published in accordance with N.J.S.A. 40A:11-5 (1) (a) (1).

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN, MENACHEM	<u>X</u>			
SANCHEZ, RIGOBERTO				<u>X</u>
LEVINE, JEFFREY	<u>X</u>			
CLEAVES, CHRYSTAL	<u>X</u>			
KOŁODZIEJ, GLORIA	<u>X</u>			
DE VITA, THOMAS				<u>X</u>
VANNOY, ROBERT	<u>X</u>			

Adopted at a meeting of Passaic Valley Water Commission:


Gloria Kolodziej, President


Menachem Bazian, Secretary

RESOLUTION #14-11

**RESOLUTION OF THE PASSAIC VALLEY WATER
COMMISSION, DECLARING ITS OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR PROJECT COSTS
FROM PROCEEDS OF DEBT OBLIGATIONS**

ADOPTED: January 22, 2014

WHEREAS, the Passaic Valley Water Commission (the "Commission") intends to construct or acquire approved various projects for use by the Commission, as more fully described on Exhibit A attached hereto (the "Projects");

WHEREAS, the Commission reasonably anticipates that it will issue bonds (the "Project Bonds") the interest on which is expected to be excludable from gross income under Section 103 of the Internal Revenue Code, as amended (the "Code") for purposes of Federal income taxation, to finance the Projects on a long-term basis with the proceeds of tax-exempt bonds; and

WHEREAS, the Commission may pay for certain costs of the Projects ("Project Costs") with funds of the Commission which are not borrowed funds, prior to the time such Project Bonds are issued; and

WHEREAS, the Commission desires to preserve its right to treat an allocation of proceeds of the Project Bonds and any interim borrowing of the Commission undertaken in anticipation of the issuance of the Project Bonds (the "Interim Borrowing") to the reimbursement of the Project Costs paid prior to the issuance thereof as an expenditure for such Project Costs to be reimbursed for purposes of Section 103 and 141-150 of the Code.

NOW THEREFORE, BE IT RESOLVED by the Members of the Passaic Valley Water Commission, as follows:

Section 1. The Commission reasonably expects to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Bonds and any Interim Borrowing with proceeds of such debt.

Section 2. This resolution is intended to be and hereby is a declaration of the Commission's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Bonds, in accordance with Treasury Regulations Section 1.150-2.

Section 3. The maximum principal amount of the Project Bonds and Interim Borrowing, if any, expected to be issued to finance the Project Costs, including amounts to be used to reimburse the expenditure of Project Costs which are paid prior to the issuance of the Project Bonds and Interim Borrowing, if any, is \$24,500,000.

Section 4. The Project Costs to be reimbursed with the proceeds of the

Project Bonds and any Interim Borrowing will be “capital expenditures” in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an “abusive arbitrage device” under Treasury Regulations Section 1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147 of the Code. The proceeds of the Project Bonds used to reimburse the Commission for Project Costs, or funds corresponding to such amounts, will not be used, within one year after the reimbursement allocation, in a manner that results in the creation of “replacement proceeds,” including “sinking funds,” “pledged funds,” or funds subject to a “negative pledge” (as such terms are defined in Treasury Regulations Section 1.148-1) of the Project Bonds, Interim Borrowing or another issue of debt obligations of the Commission, other than amounts deposited into a “bona fide debt service fund” (as defined in Treasury Regulations Section 1.148-1).

Section 6. All reimbursement allocations will occur not later than eighteen (18) months after the later of: (i) the date the expenditure from a source other than the Project Bonds is paid, or (ii) the date the Project is “placed in service” (within the meaning of Treasury Regulations Section 1.150-(2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

Section 7. This resolution will take effect immediately.

Introduced by: De Vita

Seconded by: Sanchez

RECORDED VOTE

	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Bazian, M.	x			
DeVita, T.	x			
Kolodziej, G.	x			
Levine, J.	x			
Cleaves, C.	x			
Sanchez, R.	x			
Vannoy, R.	x			

I hereby certify that the foregoing Resolution was adopted by the Passaic Valley Water Commission at a duly convened meeting held on January 22, 2014, at which a quorum was present and acting throughout.

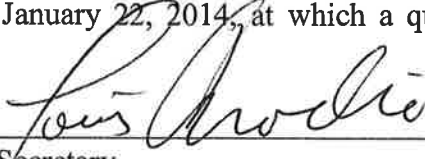

Secretary

Exhibit A

Construction and replacement of water supply system components, including but not limited to, cleaning & lining of water lines; main, valve and meter replacements; equipment upgrades to the water plant; acquisition of vehicles and equipment; dam improvements; improvements to pump station systems and hydro-turbine generators; design and project costs for water main replacements; improvements to reservoirs; upgrades to instrumentation and control systems; and costs related thereto.

Resolution #14-12
EMERGENCY RESOLUTION OF PASSAIC VALLEY WATER
COMMISSION

DATE OF ADOPTION: JANUARY 22, 2014

EMERGENCY-MITIGATION OF POTENTIAL HAZARDS TO THE
HEALTH AND SAFETY OF THE PUBLIC DUE TO INCOMPLETE AND
IMPROPERLY COMPLETED ROADWAY, SIDEWALK, AND CURB REPAIRS

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **LEVINE**

WHEREAS, under Contract 12-B-33 "Pavement and Sidewalk Replacement" (the "Contract"), Diamond Construction, (the "Contractor") repeatedly failed, among other things, to provide required documentation to PVWC of which roadway, sidewalk and/or curb repairs Diamond had completed, nor any indication of the Contractor's upcoming planned repair schedule, which prevented Passaic Valley Water Commission ("PVWC") from knowing exactly what permanent repairs, if any, the Contractor had completed, or was intending to complete, under the Contract; and

WHEREAS, the Contractor's behavior not only hampered PVWC's ability to monitor the Contractor's progress, but also hampered PVWC's ability to check whether the Contractor's work complied with the Specifications contained in the Contract; and

WHEREAS, in July of 2013 it became increasingly clear that the Contractor would not comply with the self-reporting requirements under the Contract and it was feared that the backlog of uncompleted patches would continue to mount while the Contractor remained unwilling or unable to comply with the self-reporting requirements; and

WHEREAS, repeated efforts by PVWC to have the Surety intervene and address the Contractor's continuing failures to comply with their outstanding obligations under the Contract did not product any meaningful results from the Contractor, nor from the Surety; and

WHEREAS, following a meeting on September 5, 2013 with the Contractor and their attorney, PVWC resolved to terminate the Contractor's

services under the Contract, and on September 5, 2013 PVWC issued a formal termination of the Contractor and a claim against the Surety under the performance bond; and

WHEREAS, on October 8, 2013 during a meeting in North Arlington, the Borough officials indicated to PVWC that the Contractor had opened up several large road openings (one of which was located in front of a school); all without prior notice to the Borough or to PVWC, and further that the Contractor had abandoned these large size road openings unsupervised and without proper barricades or other suitable protection to persons and vehicles, all of which created an unacceptable situation which constituted an immediate, severe and demonstrable hazard to the health and safety of the public; and

WHEREAS, with inclement winter weather approaching (and in light of the above situation), PVWC became increasingly concerned that the shrinking window of opportunity to have necessary permanent repairs made would impede or prevent completion of permanent repairs before inclement weather set in; and

WHEREAS, failure to complete outstanding permanent repairs could cause numerous temporary patches to spall up during freeze-thaw cycles and snow plowing events, thereby creating severe potholes with the resulting potential for injury to persons and property due to vehicular and trip and fall hazards; and

WHEREAS, in the meantime, it became increasingly clear that PVWC could not rely upon the Surety to resolve the issues that had arisen; and

WHEREAS, PVWC had put the Surety on notice of all of the facts above; however, the Surety avoided responsibility for the Contractor and instead maintained that it was reserving its decision and its rights until it had completed its "investigation" without providing details about what it was investigating or how long it should take; and

WHEREAS, PVWC was therefore faced with an unacceptable situation which also constituted an immediate, severe, and demonstrable hazard to the health and safety of the public, which required immediate action to effectively and comprehensively address this problem; and

WHEREAS, goods and services required to address the emergency situation were procured on an as-required basis so as to remedy the emergency situation as soon as possible; and

WHEREAS, a copy of the Director of Engineering's memorandum dated January 14, 2014 documenting the emergency condition, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Director of Engineering's formal certification dated January 14, 2014, which has been filed by the Director of Engineering and endorsed by the Executive Director in support of this resolution, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, costs related to these emergency goods and services in the total amount of \$153,779.67 were incurred by PVWC, and the breakdown of said total cost, along with copies of the various emergency purchase orders issued, and other backup documentation and relevant correspondence), is attached hereto and made a part hereof as Exhibit C; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-6, authorizes local public entities to enter into certain contracts under emergent conditions, as specified therein, and said conditions have been found to exist with respect to the emergency Work authorized hereby;

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:11-6, Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Authorizes and/or ratifies the action taken by the Director of Engineering and the Executive Director and, based on the certification attached hereto as Exhibit B, confirms the existence of an emergency within the meaning and contemplation of the Local Public Contracts Law, and
2. Hereby approves and/or ratifies actions taken by officers and employees of Passaic Valley Water Commission to implement the terms and intentions of this resolution, and hereby authorizes the appropriate officers and employees of Passaic Valley Water Commission to perform such additional acts and execute such

additional documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN M.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
KOLODZIEJ, G.	<u>X</u>	___	___	___
DE VITA, T.	___	___	___	<u>X</u>
SANCHEZ, R.	___	___	___	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.

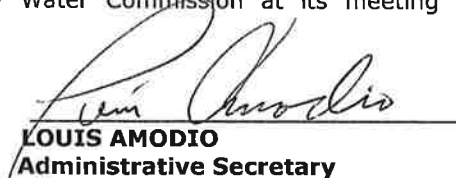

President
GLORIA KOLODZIEJ


Secretary
MENACHEM BAZIAN

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 22, 2014.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**EMERGENCY-MITIGATION OF POTENTIAL HAZARDS TO THE
HEALTH AND SAFETY OF THE PUBLIC DUE TO INCOMPLETE AND
IMPROPERLY COMPLETED ROADWAY, SIDEWALK, AND CURB REPAIRS**

**THE DIRECTOR OF ENGINEERING'S MEMORANDUM DATED
JANUARY 14, 2014 DOCUMENTING THE EMERGENCY CONDITION**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 14, 2014

To: J. Bella

From: J. Duprey

Re: Emergency-Mitigation of Potential Hazards to the Health and Safety of the Public Due to Incomplete and Improperly Completed Roadway, Sidewalk, and Curb Repairs

Under Contract 12-B-33 "Pavement and Sidewalk Replacement" (the "Contract"), Diamond Construction, (the "Contractor") repeatedly failed, among other things, to provide required documentation to PVWC of which roadway, sidewalk and/or curb repairs Diamond had completed, nor any indication of the Contractor's upcoming planned repair schedule, which prevented Passaic Valley Water Commission ("PVWC") from knowing exactly what permanent repairs, if any, the Contractor had completed, or was intending to complete, under the Contract. The Contractor's behavior not only hampered PVWC's ability to monitor the Contractor's progress, but also hampered PVWC's ability to check whether the Contractor's work complied with the Specifications contained in the Contract.

In July of 2013 it became increasingly clear that the Contractor would not comply with the self-reporting requirements under the Contract and it was feared that the backlog of uncompleted patches would continue to mount while the Contractor remained unwilling or unable to comply with the self-reporting requirements. Repeated efforts by PVWC to have the Surety intervene and address the Contractor's continuing failures to comply with their outstanding obligations under the Contract did not product any meaningful results from the Contractor, nor from the Surety.

Following a meeting on September 5, 2013 with the Contractor and their attorney, PVWC resolved to terminate the Contractor's services under the Contract, and on September 5, 2013 PVWC issued a formal termination of the Contractor and a claim against the Surety under the performance bond.

On October 8, 2013 during a meeting in North Arlington, Borough officials indicated to PVWC that the Contractor had opened up several large road openings (one of which was located in front of a school); all without prior notice to the Borough or to PVWC, and further that the Contractor had abandoned these large size road openings unsupervised and without proper barricades or other suitable protection to persons and vehicles, all of which created an unacceptable situation which constituted an immediate, severe and demonstrable hazard to the health and safety of the public.

With inclement winter weather approaching (and in light of the above situation), PVWC became increasingly concerned that the shrinking window of opportunity to have necessary permanent repairs made would impede or prevent completion of permanent repairs before inclement weather set in. Failure to complete outstanding permanent repairs could cause numerous temporary patches to spall up during freeze-thaw cycles and snow plowing events, thereby creating severe potholes with the resulting potential for injury to persons and property due to vehicular and trip and fall hazards.

In the meantime, it became increasingly clear that PVWC could not rely upon the Surety to resolve the issues that had arisen. PVWC had put the Surety on notice of all of the facts above; however, the Surety avoided responsibility for the Contractor and instead maintained that it was reserving its decision and its rights until it completed its "investigation" without providing details about what it was investigating or how long it should take.

Therefore, PVWC was faced with an unacceptable situation which also constituted an immediate, severe and demonstrable hazard to the health and safety of the public which required immediate action to effectively and comprehensively address this problem.

Goods and services required to address the emergency situation are being procured on an as-required basis so as to remedy the emergency situation as soon as possible. As soon as costs related to these emergency goods and services have been finalized, an emergency resolution (including backup documentation and my formal certification of the emergency) will be submitted to the Commission for consideration at an upcoming Commission Meeting.

PASSAIC VALLEY WATER COMMISSION

EMERGENCY-MITIGATION OF POTENTIAL HAZARDS TO THE
HEALTH AND SAFETY OF THE PUBLIC DUE TO INCOMPLETE AND
IMPROPERLY COMPLETED ROADWAY, SIDEWALK, AND CURB REPAIRS

CERTIFICATION FOR EMERGENCY PURCHASE OR CONTRACT

EXHIBIT B

The undersigned hereby certifies the following:

Under Contract 12-B-33 "Pavement and Sidewalk Replacement" (the "Contract"), Diamond Construction, (the "Contractor") repeatedly failed, among other things, to provide required documentation to PVWC of which roadway, sidewalk and/or curb repairs Diamond had completed, nor any indication of the Contractor's upcoming planned repair schedule, which prevented Passaic Valley Water Commission ("PVWC") from knowing exactly what permanent repairs, if any, the Contractor had completed, or was intending to complete, under the Contract. The Contractor's behavior not only hampered PVWC's ability to monitor the Contractor's progress, but also hampered PVWC's ability to check whether the Contractor's work complied with the Specifications contained in the Contract.

In July of 2013 it became increasingly clear that the Contractor would not comply with the Contract, including but not limited to, the self-reporting requirements and it was feared that the backlog of uncompleted patches would continue to mount while the Contractor remained unwilling or unable to comply with the self-reporting requirements, and repeated efforts by PVWC to have the Surety intervene and address the Contractor's continuing failures to comply with their outstanding obligations under the Contract did not product any meaningful results from the Contractor, nor from the Surety.

Following a meeting on September 5, 2013 with the Contractor and their attorney, PVWC resolved to terminate the Contractor's services under the Contract, and on September 5, 2013 PVWC issued a formal termination of the Contractor and a claim against the Surety under the performance bond.

Furthermore, on October 8, 2013 during a meeting in North Arlington, the Borough officials indicated to PVWC that the Contractor had opened up several large road openings (one of which was located in front of a school); all without prior notice to the Borough or to PVWC, and further that the Contractor had abandoned these large size road openings unsupervised and without proper barricades or other suitable protection to persons and vehicles, all of which created an unacceptable situation which constituted an immediate, direct, severe, and demonstrable hazard to the health and safety of the public.

With inclement winter weather approaching (and in light of the above situation), PVWC became increasingly concerned that the shrinking window of opportunity to have necessary permanent repairs made would impede or prevent completion of permanent repairs before inclement weather set in. Failure to complete outstanding permanent repairs could cause numerous temporary patches to spall up during freeze-thaw cycles and snow plowing events, thereby creating severe potholes with the resulting potential for injury to persons and property due to vehicular and trip and fall hazards, which has created an unacceptable situation which also constituted an immediate, direct, severe, and demonstrable hazard to the health and safety of the public.

In the meantime, it became increasingly clear that PVWC could not rely upon the Surety to resolve the issues that had arisen. PVWC had put the Surety on notice of all of the facts above; however, the Surety avoided responsibility for the Contractor and instead maintained that it was reserving its decision and its rights until it completed its "investigation" without providing details about what it was investigating or how long it should take.

Therefore, PVWC was faced with an unacceptable situation which also constituted an immediate, direct, severe and demonstrable hazard to the health and safety of the public which, in the opinion of the Director of Engineering and the Executive Director, required immediate action to effectively and comprehensively address this problem, and an immediate performance of services and procurement of necessary goods and materials as a result of the emergency.

It was necessary, in accordance with N.J.S.A. 40A:11-6 to proceed with the performance of services and procurement of necessary goods and materials as necessary to address this emergency situation, and various PVWC Purchase Orders have been issued without public advertisement for bids pursuant to the above Statute, and a copy of said purchase orders, along with backup documentation and other relevant correspondence, is attached hereto and made a part hereof.

CERTIFICATION

I hereby certify the foregoing statements made by me are true. I am aware that if any of the foregoing statements made are willfully false, I am subject to punishment.

Date: January 14, 2014

James G. Duprey
Print Name

DIRECTOR OF ENGINEERING

Print Title

Signature

PASSAIC VALLEY WATER COMMISSION

**EMERGENCY-MITIGATION OF POTENTIAL HAZARDS TO THE
HEALTH AND SAFETY OF THE PUBLIC DUE TO INCOMPLETE AND
IMPROPERLY COMPLETED ROADWAY, SIDEWALK, AND CURB REPAIRS**

**SUMMARY OF COSTS, COPIES OF PVWC EMERGENCY
PURCHASE ORDERS, BACKUP DOCUMENTATION,
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT C

**RESOLUTION #14-13
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT WITH
NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR VAN HOUTEN AVENUE (RT 19/CR 609) TO ROUTE 46
DRAINAGE IMPROVEMENTS, CITY OF CLIFTON,
PASSAIC COUNTY, NEW JERSEY**

**UECA-4-RT 19/CR 609 to RT 46 VAN HOUTEN AVENUE
UPC Code: 053630
Contract ID Number 13-10824**

DATE OF ADOPTION: JANUARY 22, 2014

Approved as to form and legality by the Law Department on the basis of facts set forth by the Executive Director and Director of Engineering, and Purchasing and Finance Departments as applicable.

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **LEVINE**

WHEREAS, the Commissioner of Transportation, acting for and in the name of the State of New Jersey (the "State") is planning to undertake the design and construction of RT 19/CR 609 to RT 46 Van Houten Avenue Drainage Improvements (UECA-4-RT 19/CR 609 to RT 46-UPC Code: 053630) Contract ID Number 13-10824 in the City of Clifton (the "Project"), and

WHEREAS, the Passaic Valley Water Commission (the "PVWC" and/or "Utility") owns and operates an existing water system in the area of the Project; and

WHEREAS, the Project may require the construction of new, and/or protection, and/or relocation and/or adjustment of facilities that are owned and operated by PVWC; and

WHEREAS, the State will, at its sole cost and expense, contract for and cause to be constructed, all items in the State's contract plans and specifications for the Project related to the existing and proposed facilities that are owned and operated by PVWC; and

WHEREAS, the State will authorize and reimburse PVWC for its actual costs incurred for verification, design, review, approval and inspection of the existing facilities owned and operated by PVWC; and

WHEREAS, PVWC is desirous of entering into an Agreement allowing for the protection, relocation or adjustment of it's water system in the Project area and the reimbursement by the State for the expenses incurred by PVWC in connection with such protection, relocation or adjustment; and

WHEREAS, the State has subsequently issued a utility agreement for the Project (the "Utility Agreement"), and a copy of the Utility Agreement, along with the state's correspondence dated November 1, 2013, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, within the Utility Agreement, especially within Recitals and at Sections (8) and (15) thereof, the State has expressly acknowledged that PVWC, defined as the Utility thereon, will be afforded the benefit of protections of applicable laws and regulations, including but not limited to N.J.S.A. 27:7-44.9, N.J.A.C. 16:25; and the Code of Federal Regulations, 23 C.F.R. 645;

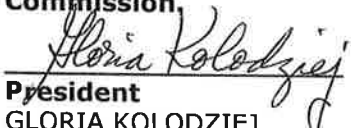
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. PVWC and the State have agreed to the terms in the attached Utility Agreement and the Utility Agreement is hereby authorized and approved.
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to execute the Utility Agreement and implement the terms and conditions of said Utility Agreement in accordance with this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN M.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
KOLODZIEJ, G.	<u>X</u>	—	—	—
DE VITA, T.	—	—	—	<u>X</u>
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.

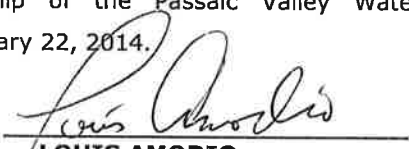

President
GLORIA KOLODZIEJ


Secretary
MENACHEM BAZIAN

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 22, 2014.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: December 20, 2013

To: G. Hanley

From: J. Duprey

cc: J. Bella
L. Amodio

Re: Utility Agreement NJDOT for Van Houten Avenue
(RT 19/CR 609) to ROUTE 46 Drainage Improvements
Clifton (UECA-4-RT 19/CR 609 to RT 46-UPC
Code: 053630) Contract ID Number 13-10824

The New Jersey Department of Transportation ("NJDOT") is planning to undertake the design and construction of RT 19/CR 609 to RT 46 Van Houten Avenue Drainage Improvements (UECA-4-RT 19/CR 609 to RT 46-UPC Code: 053630) Contract ID Number 13-10824 in Clifton (the "Project").

This NJDOT Project consists of drainage improvements along Van Houten Avenue, Route 46 and Route 19 in Clifton. There are several PVWC water mains in the area that will be affected by the Project.

The Project will require the construction of new, and/or protection, and/or relocation and/or adjustment of facilities that are owned and operated by PVWC. The NJDOT will, at its sole cost and expense, contract for and cause to be constructed, all items in the NJDOT's contract plans and specifications for the Project related to facilities that are owned and operated by PVWC.

The NJDOT will be incorporating PVWC's water main requirements into their contract documents. Any costs that PVWC incurs for verification, design, review, approval and inspection of the existing facilities owned and operated by PVWC will be reimbursed by the NJDOT.

Attached is a copy of the referenced Utility Agreement which has been reviewed by the Engineering Department from a technical engineering perspective and found to be acceptable.

It is recommended that, subject to review and approval by the Law Department, that the Utility Agreement be submitted for approval at an upcoming Commission meeting.

Enclosure



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JAMES S. SIMPSON
Commissioner

November 1, 2013

Mr. Mr. Kevin Byrne
Passaic Valley Water Commission
1525 Main Avenue Clifton, NJ 07011

Re:

RT 19/CR 609 to RT 46 Van Houten Ave. Drainage Improvements
City of Clifton, Passaic County
Passaic Valley Water Commission
Agreement No. UECA-4- RT 19/CR 609 to RT 46 Van Houten Ave - 053630
UPC Code: 053630

Dear Mr. Byrne:

Enclosed herewith are three (3) copies of proposed Utility Agreement UECA-4- RT 19/CR 609 to RT 46 Van Houten Ave - 053630 covering the understandings between the State of New Jersey and the Passaic Valley Water Commission for the relocation of certain water facilities in connection with construction of the above referenced project.

Please take the following actions:

- Have two copies of the Agreement signed, attested to and embossed with your official seal affixed.
- Type or print the name and title of the person signing and attesting beneath each signature on the Agreement.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Page Two

Re: RT 19/CR 609 to RT 46 Van Houten Ave. Drainage Improvements

of Clifton, Passaic County

Passaic Valley Water Commission

Agreement No. UECA-4- RT 19/CR 609 to RT 46 Van Houten Ave - 053630

UPC Code: 053630

- Complete the Vendor Identification Verification form.
If the name of the "Utility" provided on the Verification form is not identical to the name of the "Utility" shown in the first paragraph of the Agreement, please make changes to the Agreement so that they **exactly match**.
- Return two (2) signed copies of the Agreement to this office. The third copy is for your files.

The Agreement's date is to be left blank. Said date will be established and entered by the Commissioner upon final Departmental action.

PLEASE NOTE: A clause has been added to this Agreement regarding the requirement to provide DOT with project specific employment information on a monthly basis.

Should you have any questions regarding this matter, please contact Rahmi Anthony at (609) 530-8011.

Sincerely,



Al Eugene

Project Manager

Division of Project Management

Enclosures

RT 19/CR 609 to RT 46 Van Houten Ave.
Drainage Improvements
Clifton City, Passaic County
Passaic Valley Water Commission
UECA-4- RT 19/CR 609 to RT 46
Van Houten Ave - 053630
UPC Code: 053630
Contract ID No.: 13-10824

THIS AGREEMENT made this _____ day of _____, _____, between the COMMISSIONER OF TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the Passaic Valley Water Commission, hereinafter called the "Utility".

WHEREAS, State is about to undertake the design and construction of RT 19/CR 609 to RT 46 Van Houten Ave. Drainage Improvements located in Clifton City, Passaic County, hereinafter called the "Project"; and

WHEREAS, the Project may require the protection, relocation and/or adjustment of facilities of the existing water system which is owned and operated by the Utility; and

WHEREAS, Utility's legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, the State is obligated, as per N.J.S.A. 27:7-44.9, to bear the cost of relocating public utility and cable television facilities, to accommodate highway construction and improvement projects; and

WHEREAS, the provisions of the State's Accommodation of Utilities within Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable.

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained, agree as follows:

- (1) The State and Utility shall cooperate in developing plans and cost estimates for their respective work necessitated by the Project.
- (2) The Utility shall designate a responsible representative to coordinate its effort with those of the State.
- (3) The State will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the State's contract plans and specifications for the Project.
- (4) The State will authorize and reimburse the Utility for its actual costs for design, protection, relocation or adjustment of its existing facilities necessary to accomplish the Project.
- (5) The Utility's preliminary engineering design costs for correspondence, meetings and exchanges of engineering information are eligible for reimbursement and the State will accept billing of these costs after this Agreement is fully executed and issued.
- (6) The Utility shall disclose and verify its existing facilities at no cost to State within the Project limits identifying the facility type, size and operating potentials.

RT 19/CR 609 to RT 46 Van Houten Ave.
Drainage Improvements
Clifton City, Passaic County
Passaic Valley Water Commission
UECA-4- RT 19/CR 609 to RT 46 Van
Houten Ave - 053630
UPC Code: 053630
Contract ID No.: 13-10824

- (7) The State will indicate the existing and proposed utility facilities in State's contract documents for the Project.
- (8) When the State proceeds to develop the Project plans, the State and Utility shall jointly identify potential conflicts between the Utility's facilities and the Project, and shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project.
- (9) Subsequent to the development of the above scheme with the approval of the State and concurrence of the Utility, the State will issue a "Utility Owner Design Authorization (Check List)" describing the utility work and authorizing the Utility to proceed with the Utility's final design effort including plans, estimates, and schedules necessary to protect, relocate, and/or rearrange facilities in concert with the Project, and submit them to the State's Project Designer for incorporation into the State's Project contract documents.
- (10) After receipt of the Utility's plans, estimates and schedules, the State will develop a "Utility Agreement Modification", which may include a Utility Agreement Plan, schedules, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State.
- (11) The State in the person of the Program Manager Group B (NJDOT), will issue a Utility Agreement Modification for anticipated work authorizing Utility Owner construction when the Project is approved for construction.
- (12) The purpose of this Agreement is to cover all the required utility facility protection, relocation, and rearrangement work necessitated by the Project; however, it is agreed that the State in the person of the Program Manager Group B (NJDOT), will issue modifications to this Agreement to cover unanticipated work, resulting from Project activities and/or field conditions.
- (13) State will supply the Utility with a copy of the contract plans and specifications when the Project is advertised.
- (14) The State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon; (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. All such invoices shall be submitted to the State within sixty (60) days of this request. The State may not accept invoices for payment submitted after the sixty (60) day period.
- (15) All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items and inspection responsibility shall be in accordance with the Memorandum Of Record dated January 10, 2013, entitled: "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance

with the Federal Regulations 23 C.F.R. 645, Subpart A and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Billing shall be based on accounting methods used by the Utility in conformity with the system of accounts adopted and prescribed by the Board of Public Utilities of the State of New Jersey. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.

- (16) The Utility shall perform the work, specified herein, with its own forces wherever possible and only have that portion of the work performed by a consultant or contractor that the Utility is not adequately staffed or equipped to perform with its own forces. When the Utility is unable to perform the work with its own forces and intends to engage a contractor, the Utility must obtain the State's approval of the contractor prior to its commencing any of the required work.
- (17) The Utility shall comply with the provisions of State and Federal "Equal Employment Opportunity For Procurement and Service Contracts"; "Equal Employment Opportunity For Construction Contracts" and "Title II of the Americans with Disabilities Act of 1990" and when soliciting work from a consultant or contractor performed under this Agreement shall include these provisions, as well as notifying all contractors or subcontractors that the prevailing wage scale must be paid to all workmen.
- (18) The intention of this Agreement is that facilities which are removed, relocated, or disrupted will be replaced in such a manner that shall result in services being restored to the status and degree of use as existed prior to said changes.
- (19) The design of utility facilities intended to be constructed by the State for the Utility shall be approved by the Utility before the State includes such facilities in the State's contract documents before the Project is advertised.
- (20) In no case will the State pay for betterment of facilities unless specifically set forth in this Agreement, or subsequent Utility Agreement Modifications thereto nor will the State pay any costs for work performed for the sole benefit or convenience of the Utility, the State's contractor, or the Utility's contractor.
- (21) Utility facilities constructed under the terms of this Agreement shall become the sole property of the Utility and the Utility shall be solely responsible for their operation, repair, and maintenance.
- (22) In performing the work required by this Agreement, the Utility shall not be liable to the State's contractor or its subcontractors for any delay costs arising from changes to the Utility Agreement Plan caused by the State's contractor, and liquidated damages incurred by the State's contractor caused by the failure of the Utility to complete the utility work in accordance with the Utility

RT 19/CR 609 to RT 46 Van Houten Ave.
Drainage Improvements
Clifton City, Passaic County
Passaic Valley Water Commission
UECA-4- RT 19/CR 609 to RT 46 Van
Houten Ave - 053630
UPC Code: 053630
Contract ID No.: 13-10824

Agreement Plan and Schedule if such failure is proximately caused by fire, flood, earthquake, extreme weather or other acts of God, emergency safety-related circumstances that require the diversion of workers, regulatory requirements implemented after the direction to proceed with the relocation work has been issued by the State, acts of war, terrorism, riots, civil disorder, strikes or other labor disputes beyond the control of the utility, court order, or by reason of the negligent failure of any State contractor, its subcontractors, or any other utility to perform its contract.

- (23) The Utility shall obtain such "permits" from parties other than the Department of Transportation, as may be necessary for the work authorized herein, and this Agreement in no way relieves the Utility from this responsibility. However, for any work within the highway right-of-way where environmental permits are required, the Department of Transportation will include within its applications for such environmental permits, permission to progress the required utility relocation work. It is further understood that should the Utility desire to install additional facilities, at a future date within the highway right-of-way, the Utility shall obtain the appropriate Utility Permit from the authority having jurisdiction over the highway. This Agreement is the Utility Permit for the work authorized herein.
- (24) The Utility and each Subcontractor will be required to provide monthly employment and wage data to the Department via a web based application and on line electronic Form CC-257R, "Monthly Employment Utilization Report". All Utilities and subcontractors must file employment and wage data reports no later than 10 calendar days following the end of the reporting month. All employment and wage data must be verified as correct and accurate in corroboration with the certified payroll records. Utilities are responsible for insuring that their Subcontractors comply with these reporting requirements.
- (25) The Utility shall defend, indemnify, protect and save harmless the State and 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, any act, error, or omission of the Utility, its agents, servants, and employees in the performance of the work covered by this Agreement.
- (26) The State has estimated the Utility's engineering costs for the Project and will adjust these costs to reflect the actual costs incurred by the Utility by issuing the appropriate Utility Agreement Modification.
- (27) The Utility's engineering costs incurred for the Project are eligible for reimbursement as of October 22, 2013, and are estimated to be \$5,000.00.

RT 19/CR 609 to RT 46 Van Houten Ave.
Drainage Improvements
Clifton City, Passaic County
Passaic Valley Water Commission
UECA-4- RT 19/CR 609 to RT 46
Van Houten Ave - 053630
UPC Code: 053630
Contract ID No.: 13-10824

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

CERTIFICATION

I hereby certify that I am an authorized representative of the Corporation and have all necessary authority to execute this Agreement and to bind the Corporation to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Corporation.

ATTEST:

PASSAIC VALLEY WATER
COMMISSION

Name:
Title:

By: _____

Name:
Title:

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

Jacqueline Trausi, Secretary
Department of Transportation

By: _____

Richard Jaffe, Director
Capital Program Support

Date: _____

This aforementioned Agreement has been
reviewed and approved as to form.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF
NEW JERSEY

Recommended:

Date: _____

By: _____

Deputy Attorney General

Al Eugene, Project Manager

Date: _____

RESOLUTION #14-14
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JANUARY 22, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **LEVINE**

WHEREAS, on January 14, 2014 three (3) bids were received by PVWC for Contract No. 13-B-20 "New Ambient Air Vaporizer System at the Little Falls Plant"; and

WHEREAS, said bids have been reviewed by Black and Veatch Corporation (Black and Veatch) of Kansas City, Missouri, the Commission's consultant for this project; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, Black and Veatch has recommended that the Contract be awarded to Allied Construction group, Inc. of Parlin, New Jersey (the "Awardee") with respect to said bid in the amount of \$1,653,200.00 and the Executive Director, Director of Engineering, and Director of Purchasing; (and PVWC's General Counsel as to form and legality); concur with Black and Veatch's recommendations concerning award of said contract; and

WHEREAS, a copy of Black and Veatch's memorandum dated January 15, 2014 summarizing their review of bids received and recommendations concerning award, is attached hereto and made a part hereof; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Contract No. 13-B-20 "New Ambient Air Vaporizer System at the Little Falls Plant"; in the total amount of \$1,653,200.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 13-B-20 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN M.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
KOŁODZIEJ, G.	<u>X</u>	—	—	—
DE VITA, T.	—	—	—	<u>X</u>
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President
GLORIA KOŁODZIEJ


Secretary
MENACHEM BAZIAN

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 22, 2014.


LOUIS AMODIO
Administrative Secretary

Passaic Valley Water Commission
Little Falls Water Treatment Plant
New Ambient Air Vaporizer System
Contract #13-B-20

B&V Project: 177559
B&V File: 80.1100
15 January 2014

To: Adam Rozsa

Subject: Little Falls WTP New Ambient Air Vaporizer System Bid Award Recommendation Letter

As requested, we have prepared the following summary of the bids received for the Passaic Valley Water Commission's New Ambient Air Vaporizer System at the Little Falls Water Treatment Plant.

Bids were received at 2:00 pm on January 14, 2014. A total of three bids were received with totals prices ranging from \$1,653,200 to \$2,449,239. All bids were found to be administratively complete by Passaic Valley Water Commission staff with no exceptions noted to the bid documents. A breakdown of bid items is included as Attachment A.

BASE BIDS

The bid documents were arranged to obtain bid information based upon the total base bid. The base bids, as received, are summarized below for convenience.

New Ambient Air Vaporizer System at the Little Falls Plant	
Contract #13-B-20	
Contractors	Bid Amount
Allied Construction Group	\$1,653,200
Iron Hills Construction, Inc	\$1,841,533
Montana Construction Corp, Inc.	\$2,449,239

B&V Project: 177559

B&V File: 80.1100

15 January 2014

BID INFORMATION OBSERVATIONS

The low bid was submitted by Allied Construction Group, Inc for the total bid amount of \$1,653,200 which appears reasonable considering the nature and scope of Work involved.

Proposed subcontractors are:

Plumbing Subcontractor	Cooper Plumbing & Mechanical, LLC
Electrical Subcontractor	Alliance Electrical Group, LLC

PROJECT REFERENCE FOR LOW BIDDER

The list of project experience provided by Allied Construction Group, Inc. indicated experience within municipal water and wastewater treatment facilities including an Ozone Generator replacement project at the Delaware River Regional Water Treatment Plant in Delran, NJ. The project reference list provides evidence of related projects indicating the low bidder would be capable of performing the Work.

Black & Veatch contacted references, including owners and engineers, as provided by the low bidder. Limited contacts were able to be made in the time available for reviews. Feedback that was received was positive. Allied Construction Group, Inc has performed work in the past at the Passaic Valley Water Commission's Little Falls Plant and the experience was indicated as positive by PVWC staff. Allied Construction Group Inc has also performed construction of water treatment projects designed by CME Associates of Parlin, NJ. CME indicated that Allied Construction Group, Inc. was competent, organized, and capable. CME noted that their projects with Allied Construction Group, Inc. have been successful.

BID RECOMMENDATION

Based on the above considerations, Black & Veatch recommends that the Contract be awarded to Allied Construction Group, Inc.

Very Truly Yours,
BLACK & VEATCH CORPORATION



Stephen K. Hydro, P.E.
Project Manager

Attachment A

BID ITEM BREAKDOWN				
Bid Item	Description	Allied Construction Group	Iron Hills Construction, Inc	Montana Construction Corp, Inc.
1	New Ambient Air Vaporizer	\$1,458,000	\$1,640,163	\$2,190,991
2	Provide Additional Unclassified Excavation	\$1,600	\$2,200	\$1,040
3	Furnish and Install Additional Crushed Stone, Gravel or Quarry Process	\$750	\$700	\$1,450
4	Furnish and Install Additional Washed Rock	\$800	\$800	\$1,370
5	Furnish and Install Additional No. 4 Rebar	\$360	\$960	\$288
6	Furnish and Install Additional No. 5 Rebar	\$480	\$1,200	\$600
7	Furnish and Install Additional 4,000 psi Concrete	\$20,000	\$28,000	\$17,600
8	Furnish and Install Additional 2" Stainless Steel Pipe	\$4,480	\$2,400	\$7,400
9	Furnish and Install Additional 6" Stainless Steel Pipe	\$22,200	\$4,800	\$14,400
10	Furnish and Install Additional 3/4" PVC Conduit	\$2,430	\$1,800	\$4,860
11	Furnish and Install Additional Concrete Duct Bank Encasement	\$7,500	\$24,000	\$12,540
12	Additional (Per Diem) for On-Site Temporary LOC Vaporizer System Rental and Maintenance	\$66,000	\$65,550	\$132,000
13	Additional On-Site Support Services - Non-Premium Hours	\$35,400	\$35,400	\$27,000
14	Additional On-Site Support Services - Premium Hours	\$13,200	\$13,560	\$11,200
15	Allowance for Miscellaneous Goods and Services, as Ordered by the Owner	\$20,000	\$20,000	\$20,000
	Total	\$1,653,200	\$1,841,533	\$2,442,739*

*Montana Construction Corporation, Inc showed a Total Bid Price of \$2,449,239 in their submitted bid form but the calculated total of their bid items equal \$2,442,739 as shown in the Bid Item Breakdown table.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 15, 2014

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: Contract # 13-B-20
New Ambient Air Vaporizer System at LFTP

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations. The Finance Department has certified the availability of funds (see attached).

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Allied Construction Group, Inc.**, of Parlin, New Jersey, in the amount of **\$1,653,200.00**.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **13-B-20 - Allied Construction Group, Inc.**


Amount of Project or Contract: \$ 1,653,200.00

1. Acct: # 001-0901-419-95-41 Capital / Ozone System Upgrade

Specific Appropriation to which expenditures will be charged: Capital Budget 2014/2015

Other comments: One (1) Year - Contract Commencing: January 2014
New Ambient Air Vaporizer System at LFTP

Date of Certification: 01/15/2014 Certified: \$ 1,653,200.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Bids Received: January 14, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Montana Construction corp., Inc. 80 Contant Avenue Lodi, New Jersey 07644 ysantaita@montanaconstructioninc.co	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,449,239.00 s/b \$2,442,739.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Allied Construction Group, Inc. 499 Washington Road Parlin, New Jersey 08859 mmarcinczyk@alliedconstructiongroup	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,653,200.00	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
AMCO enterprises 600 Swenson Drive Kenilworth, New Jersey 07033 edjoo@amco-enterprises.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Solution Works, Inc. 1150 Glenlivet Drive - Suite C30 Allentown, Pennsylvania 18106 barbara.breisch@solutionworks.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Primer Construction 180 Maspeth Avenue Brooklyn, New York 11211 jess@primerconstruction.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

Bids Received: January 14, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Iron Hills Construction, Inc. 17 Alpine Drive Wayne, New Jersey 07470 alan.schroeder@ironhillsconstruction.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,841,533.00 s/b \$1,841,503.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION #14-15
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JANUARY 22, 2014

Approved as to form and legality by Law Department on the basis of facts set forth by Executive Director, Purchasing, and Finance Departments.

Introduced by Commissioner: VANNOY

Seconded by Commissioner: LEVINE

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 14-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process Law require that notice, with respect to contracts for professional services (or extraordinary unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

WHEREAS, each response received for the Project has been evaluated by PVWC's Chief Financial Officer and Comptroller based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the four (4) responses received, the firm of Ferraioli, Wielkottz, Cerullo & Cuva, P.A. of Pompton Lakes, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received January 7, 2014 (hereinafter the "Response"); and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Contract, the form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) at this time; and

WHEREAS, the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

WHEREAS, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto; and

WHEREAS, the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-

20.7, and in accordance with said Responses, for services related to the Project; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN M.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
KOLODZIEJ, G.	<u>X</u>	—	—	—
DE VITA, T.	—	—	—	<u>X</u>
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President
GLORIA KOLODZIEJ


Secretary
MENACHEM BAZIAN

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 22, 2014.

A handwritten signature in cursive script, appearing to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Solicitations for Professional Services
(or Extraordinary Unspecifiable Services)**

Form of Contract in Blank

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION **FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011 and Ferraioli, Wielkotz, Cerullo & Cuva, P.A. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 14-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated January 7, 2014, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT

which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not to exceed \$39,750.00. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than \$1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) 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 and 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 the provisions of this nondiscrimination clause.

b) 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.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the

contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) 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.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h) In conforming with the applicable 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, 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.

i) 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

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any

court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, or the Comptroller and Chief Financial Officer, of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**FERRAIOLI, WIELKOTZ,
CERULLO & CUVA, PA**

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**Solicitations for Professional Services
(or Extraordinary Unspecifiable Services)**

Responses Submitted by Awardee(s)

EXHIBIT B

(On File in the Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**Solicitations for Professional Services
(or Extraordinary Unspecifiable Services)**

Responses Submitted by Awardee(s)

EXHIBIT B

(On File in the Office of the Administrative Secretary)

Proposals Received: January 7, 2014

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Mendonca & Partners CPA's LLC 1030 Salem Road Union, New Jersey 07083-7058 908-352-9797 rduva@mpcappc.com		\$98,500.00 Additional Hourly Rates Attached	X Ownership EEO X Insurance X BRC
Withum Smith & Brown, PC 465 South Street - Suite 20 Morristown, New Jersey 07960 973-867-6876 mschreck@withum.com		\$43,000.00 Additional Hourly Rates Attached	X Ownership EEO X Insurance BRC
Samuel Klein and Company, CPA's 550 Broad Street - 11th Floor Newark, New Jersey 07102 973-624-6100 mgottlieb@sklein-cpa.com		\$39,500.00 Additional Hourly Rates Attached	X Ownership X EEO (Signed no cert) X Insurance X BRC
Ferrali, Wielkatz, Cerullo & Cuva PA 401 Wanaque Avenue Pompton Plains, New Jersey 07442 973-835-7900 wielkatz@optonline.net		\$39,750.00 Additional Rates Attached	X Ownership X EEO X Insurance X BRC
			Ownership EEO Insurance BRC