



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #14-82

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: July 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: BAZIAN 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 Access and Ancillary Agreement; i/m/o Walgreens
PERSONNEL: New Hires: Joel Toro- Electrician/TA, Jensen Colonia-Civil Engineer Trainee/TA; Title Change: Franklin Bautista-Keyboarding Clerk 1/TA Annual Summer Help/Intern Programs ADMINISTRATION: i/m/o Employee Health Insurance; Temporary Assignment Little Falls Treatment Plant; and any other matters 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: SANCHEZ AYES: 7 Time: 12:56 PM

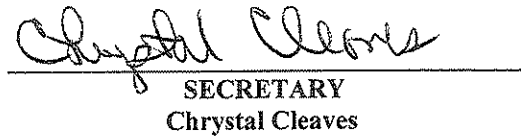
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
RIGO SANCHEZ	<u>X</u>			
JEFFREY LEVINE	<u>X</u>			
RUSSELL GRADY	<u>X</u>			
CHRYSTAL CLEAVES	<u>X</u>			
MENACHEM BAZIAN	<u>X</u>			
THOMAS P. DE VITA	<u>X</u>			
GLORIA KOLODZIEJ	<u>X</u>			



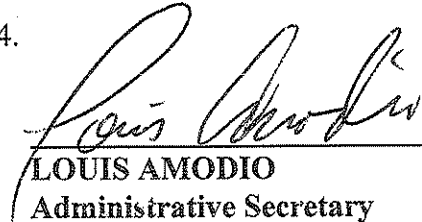
PASSAIC VALLEY WATER COMMISSION


PRESIDENT
Gloria Kolodziej


SECRETARY
Chrystal Cleaves

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 July 22, 2014.


LOUIS AMODIO
Administrative Secretary

RESOLUTION 14-83
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JULY 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: **SANCHEZ**

Seconded by Commissioner: **DE VITA**

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on July 15, 2014 for Contract No. 14-B-15 "Furnish and Deliver Products and Appurtenances for Standard Method 9223 Testing"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality); and

WHEREAS, the one and only bid submitted by IDEXX Labs, Inc. ("IDEXX") of Westbrook, Maine failed to include a proper bid bond or other bid security with their bid, which is in contravention of the Local Public Contracts Law and the bid specifications; and

WHEREAS, this material non-curable defect (IDEXX's failure to include a proper bid bond or other bid security with their bid) thereby disqualifies their bid; and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the one bid received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and

in the best interest of PVWC, its users and constituent municipalities,
to adopt same as its act;

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

1. That the single bid received by PVWC on July 15, 2013,
with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the
Commission be and are hereby directed to solicit new bids
for Contract No. 14-B-15 "Furnish and Deliver Products
and Appurtenances for Standard Method 9223 Testing" in
accordance with these findings and applicable law, and to
perform such acts and execute such documents as are
necessary to implement the terms and intentions of this
Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

**Adopted at a meeting of Passaic Valley Water
Commission.**

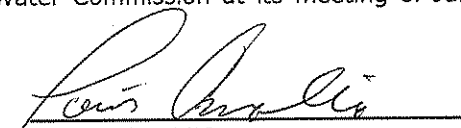

President
GLORIA KOŁODZIEJ


Secretary
CHRYSTAL CLEAVES

**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 July 22, 2014.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 15, 2014

FROM: Purchasing Department

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

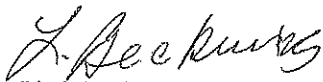
RE: **Contract # 14-B-14**
Products and Appurtenances for Standard Method 9223 Testing

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).

One bid was received, that of **IDEXX Labs, Inc.**, of Westbrook, Maine, in the amount of **\$135,520.50**.

Please note: a "Bid Bond" was not submitted.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

Bids Received: July 15, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Idexx Distribution Corporation 1 Idexx Drive Westbrook, Maine 04092 jaimie.brunelle@idexx.com	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> </div> <div>\$</div>	\$135,520.50	<div> <div>X</div> <div>N/A</div> <div></div> <div></div> </div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> </div> <div>\$</div>		<div> <div></div> <div></div> <div></div> <div></div> </div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> </div> <div>\$</div>		<div> <div></div> <div></div> <div></div> <div></div> </div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> </div> <div>\$</div>		<div> <div></div> <div></div> <div></div> <div></div> </div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> </div> <div>\$</div>		<div> <div></div> <div></div> <div></div> <div></div> </div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div>
	<div> <div>Certified Check</div> <div>Cashier's Check</div> <div>Bid Bond</div> <div>Not to Exceed</div> </div> <div>\$</div>		<div> <div></div> <div></div> <div></div> <div></div> </div> <div>Business Registration Cert.</div> <div>PVWC Consent of Surety</div> <div>Other Consent of Surety</div> <div>Public Works Cont. Cert.</div>

RESOLUTION 14-84
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JULY 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: **SANCHEZ**

Seconded by Commissioner: **DE VITA**

WHEREAS, on June 24, 2014 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 14-B-27 "Analytical Laboratory Services for Cryptosporidium, Giardia, and E. Coli"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality), and a memorandum dated June 25, 2014 from the Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

WHEREAS, the lowest responsive, responsible bid submitted for this contract was that of Eurofins Eaton Analytical, Inc. of South Bend Indiana (the "Awardee") with respect to said bid in the amount of \$78,200.00; 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. 14-B-27 "Analytical Laboratory Services for Cryptosporidium, Giardia, and E. Coli" in the total amount set forth hereinabove in connection with the above described goods and

services is hereby awarded to the Awardee as also set forth hereinabove; and

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 14-B-27 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

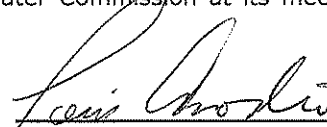

President
GLORIA KOŁODZIEJ


Secretary
CHRYSTAL CLEAVES

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 July 16, 2014.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: June 25, 2014

FROM: Purchasing Department

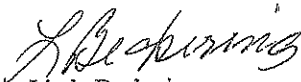
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 14-B-27**
Analytical Laboratory Services for Cryptosporidium, Giardia
And E.Coli

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 Eurofins Eaton Analytical, Inc., of South Bend, Indiana, in the amount of \$78,200.00.

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: 14-B-27 – Eurofins Eaton Analytical, Inc.


Amount of Project or Contract: \$ 78,200.00

1. Acct: # 001-3503-425-70-03 Purchases / Lab Water Analysis

Specific Appropriation to which expenditures will be charged: Budget 2014/2015/2016

Other comments: Two (2) Years - Contract Commencing: July 2014
Analytical Laboratory Services For Cryptosporidium, Giardia and E.Coli

Date of Certification: 06/25/2014 Certified: \$ 78,200.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

Bids Received: June 24, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Eurofins Eaton Analytical, Inc. 425 Market Street Kittanning, Pennsylvania 16201 scottfogamier@eurofins.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$78,200.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
EMSL Analytical, Inc. 200 Route 30 North Cinnaminson, New Jersey 08077 ibuffington@emsl.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$95,300.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Garden State Labs, Inc. 410 Hillside Avenue Hillside, New Jersey 07205 iklein@gsllabs.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$116,000.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
City of Charlotte-CMUD Env Lab Svcs 4222 Westmont Drive Charlotte, North Carolina 28217 kbrown@charlottenc.gov	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.
ESC Lab Sciences 12065 Lebanon Road Mount Juliet, Tennessee 37122 acorrt@escslabsciences.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.

RESOLUTION 14-85
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JULY 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: **SANCHEZ**

Seconded by Commissioner: **DE VITA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 14-P-56 "Professional Services for Completion of PVWC's New Customer Information System" (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"); and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable 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 un-specifiable services) related to the Project from at least one (1) professional (or provider of extraordinary un-specifiable services) provider; and

WHEREAS, each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for

responses for the Project, and a copy of PVWC's memorandum dated July 15, 2014 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of each of the three (3) responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Westin Engineering, Inc. of Rancho Cordova, California (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services, price and other factors considered, with respect to the Project and its response received July 10, 2014 (hereinafter the "Response"); and

WHEREAS, the Response, a copy of which is attached hereto and made a part hereof (as Appendix A to Exhibit B), will be incorporated into the Contract, the form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit B; 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 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, Responses to the Project, other than that of the Awardee, and solicitation, are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit C; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificates are attached hereto as Exhibit D;

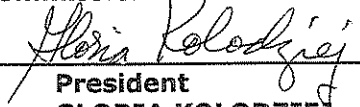
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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 Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$295,000.00 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 inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

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 July 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

PROJECT NO. 14-P-56

**"PROFESSIONAL SERVICES FOR COMPLETION OF
PVWC'S CUSTOMER INFORMATION SYSTEM"**

PVWC MEMORANDUM DATED JULY 15, 2014

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: July 15, 2014

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering
Y. Weiss
J. Gallagher

Re: Request to Award Project No. 14-P-56 "Professional Services for Completion of PVWC's New Customer Information system"

Summary

It is recommended that Project No. 14-P-56 "Professional Services for Completion of PVWC's New Customer Information system" (the "Project") be awarded to Westin Engineering, Inc. of Rancho Cordova, California (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$295,000 which not-to-exceed total amount was stipulated in the Request for Proposals and set forth in the form of Agreement for the Project.

Background

Following solicitation to numerous professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on July 10, 2014 three (3) responses were received and subsequently evaluated by PVWC for the Project. A summary of the total points based on PVWC's evaluation of the said responses is set forth below.

The Consultant has provided professional services for PVWC consistently and reliably, and awarding the Project to them provides continuity for the completion of PVWC's new Customer Information System.

The response submitted by the Consultant is the most advantageous to PVWC, price and other factors considered, and the schedule of Consultant's hourly rates for technical and related support services and non-labor expenses appears reasonable considering the nature and scope of Work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the total amount of \$295,000 stipulated in the Request for Proposals and reiterated herein.

EVALUATION OF RESPONSES RECEIVED JULY 10, 2014

CONSULTANT	TOTAL AMOUNT⁽¹⁾	TOTAL POINTS⁽²⁾
Westin Engineering ⁽³⁾⁽⁶⁾	\$295,000	99
Arcadis ⁽⁴⁾	295,000	97
PA Consulting ⁽⁵⁾	295,000	84

Notes: (1) This is the "not-to-exceed" total dollar amount stipulated in the RFP.
(2) Total Points determined using evaluation criteria set forth in the RFP.
(3) Westin Engineering, Inc. of Rancho Cordova, California.
(4) Arcadis U.S., Inc. of Fairlawn, New Jersey.
(5) PA Consulting Group, Inc. of New York, New York.
(6) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 14-P-56
"PROFESSIONAL SERVICES FOR COMPLETION OF
PVWC'S CUSTOMER INFORMATION SYSTEM"**

FORM OF AGREEMENT

EXHIBIT B

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 Westin Engineering, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 3100 Zinfandel Drive, Suite 300, Rancho Cordova, California 95670.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 14-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (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 un-specifiable 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 Un-specifiable 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 July 10, 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 \$295,000.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. 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, the Director of Engineering, the Chief Financial Officer, or the General Counsel 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.

WESTIN ENGINEERING, INC.

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GLORIA KOLODZIEJ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**Solicitations for Professional Services
(or Extraordinary Un-specifiable Services)**

Response Submitted by Responders
(Other than the Awardee)

EXHIBIT C

(On File in the Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 14-P-56
"PROFESSIONAL SERVICES FOR COMPLETION OF
PVWC'S CUSTOMER INFORMATION SYSTEM"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

**RESOLUTION 14-86
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING THE CHANGE IN ADMINISTRATION OF ITS
MEDICAL BENEFITS PLAN FOR ACTIVE/RETIRED EMPLOYEES
(DEPENDENTS) OF THE COMMISSION**

DATE OF ADOPTION: JULY 22, 2014

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Passaic Valley Water Commission ("PVWC") is committed to exploring appropriate means of reducing the expenses associated with employee health benefits; and

WHEREAS, Brown and Brown Metro, Inc. ("Brown and Brown") received price quotes from several insurance carriers/administrators; and

WHEREAS, after aggressively conducting an extensive marketing of the PVWC medical plan to obtain competitive quotes for medical and prescription drug benefits, it is Brown and Brown's recommendation to change the administration of the current medical and prescription plan to Aetna, Inc. ("Aetna"), effective September 1, 2014 to ensure continuation of the plan without any interruption or break in services to the PVWC active/retired employees (dependents), and the Commission concurs with Brown and Brown's recommendation; and

WHEREAS, Aetna has agreed to provide rates for the next twelve (12) months which are 11.06% (\$624,000.00) below the rates currently in force, in conjunction with equal, or greater than, benefits;

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

1. That PVWC hereby authorizes the approval of the change in administrators for the medical and retiree prescription drug benefits to

Aetna for the active/retired employees (dependents) of the Commission, and

2. That the appropriate 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,

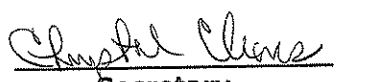
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

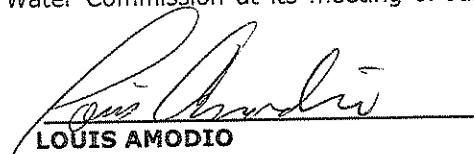

President
GLORIA KOŁODZIEJ


Secretary
CHRYSTAL CLEAVES

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 July 22, 2014.


LOUIS AMODIO
Administrative Secretary

Resolution #14-87
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: July 22, 2014

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

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: DE VITA

WHEREAS, the Passaic Valley Water Commission (hereinafter the "Commission") is interested in providing insurance for employee health benefit plans that are both cost-effective and comprehensive in nature; and

WHEREAS, employee benefits are a significant part of the annual budget, and

WHEREAS, the Commission seeks the professional services of an insurance brokerage firm with the expertise and resources which can help reduce health care costs, while meeting the obligations to their employees under the existing Collective Bargaining Agreement; and

WHEREAS, Brown & Brown Metro, Inc. and DIG Insurance Co., (hereinafter the "Awardees") are full service insurance brokerage firms, which demonstrated the capabilities and dedicated service team able to meet the needs of the Commission, through extensive market reviews and plan analysis providing the Commission with savings of over \$2 million dollars over the last several years. Each year the Awardees have approached and will continue to approach the following markets:

- Horizon Blue Cross Blue Shield of New Jersey
- Cigna Healthcare
- Aetna
- United Healthcare/Oxford Health Plans
- Amerihealth
- Health Insurance Funds
- Self Insured options
- The State Health Benefit's Plan; and

WHEREAS, this designation is made in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(m), as an extraordinary unspecifiable service award; and

WHEREAS, based on an independent evaluation by the Commission, the Awardees have been determined over a period of years to be professionally qualified firms, capable of performing the required services with respect to providing adequate and cost-efficient Health Insurance Coverage for the employees of the Commission; and

WHEREAS, it is in the best interest of the Commission, its users and constituent municipalities to engage, or continue to engage, the services of the Awardees 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, the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for inspection;

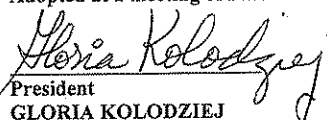
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey that:

1. The Commission hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. described herein, and in accordance with the summary of terms set forth in Exhibit A attached hereto and made a part hereof in its entirety; and
2. The Awardees are hereby named as Brokers/Consultants for all employee health benefit plans, replacing all previous such designations; and
3. And notice of this designation, by way of a copy of this resolution shall be forwarded to the appropriate insurance carrier(s) and/or fund(s) to serve as notice of said designation with respect to the health and related coverages set forth herein.
4. That an appropriate official of the Commission, on behalf of the Commission, is hereby authorized and directed to execute the Contract hereby awarded to the Awardees, a form of which is set forth in Exhibit B attached hereto and made a part hereof in its entirety, and the Secretary of the Commission to attest to the Contracts and such other officers, employees and officials of the Commission, as is necessary, are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
5. That this matter shall be advertised in accordance with applicable New Jersey law, with an appropriate form, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President
GLORIA KOLODZIEJ

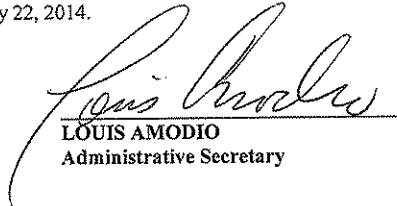

Secretary
CHRYSTAL CLEAVES

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

cc: J. Bella
L. Beckering
J. Duprey
J. Gallagher
G. Hanley
Y. Weiss
File

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 July 22, 2014.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

- Awardees will receive compensation based on a commission that is 2.25% of premiums for employee benefit plans.

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of July 16, 2014 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 Brown & Brown, Metro, Inc. and DiG Insurance Co., professional firms (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 30A Vreeland Road Florham Park, New Jersey 07932, and at 909 Belmont Avenue North Haledon, NJ 07508, respectively.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 12-P-20 entitled "Professional Services for Medical Insurance Issues", (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 un-specifiable 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 Un-specifiable 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 April 16, 2013, 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 performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT shall be as stipulated and/or required by PVWC in Appendix F, or, where not stipulated and/or required by PVWC in Appendix F, shall be in accordance with the PROPOSAL (refer to Exhibit A attached hereto). The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. 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 of 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, the Director of Engineering, or the General Counsel 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.

Brown & Brown Metro, Inc. and DIG Insurance Co.

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GLORIA KOLODZIEJ
President

RESOLUTION14-88

PASSAIC VALLEY WATER COMMISSION

**Resolution Permitting the Execution of a
Development Agreement with Diamond Holding, LLC**

DATE OF ADOPTION: July 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 Director of Engineering, and Purchasing and Finance Departments, as applicable.

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **DE VITA**

WHEREAS, Diamond Holdings, LLC owns and seeks to develop certain real property located at the intersection of Browertown Road and New Jersey State Highway Route 46, on the border of the Township of Little Falls and the Borough of Woodland Park; and

WHEREAS, the Passaic Valley Water Commission maintains a 66-foot right-of-way and entry drive on a portion of the property; and

WHEREAS, Diamond Holdings, LLC has sought the PVWC's consent to utilize a portion of the right-of-way and entry drive; and

WHEREAS, Diamond Holdings, LLC and the PVWC have negotiated a Development Agreement to govern the terms and conditions of the use of PVWC's right-of-way and entry drive which is attached hereto and incorporated herein; and

NOW THEREFORE, is it is agreed as follows:

1. PVWC hereby accepts the Development Agreement with Diamond Holdings, LLC.

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


1. That the Commission hereby authorizes and approves of the Development Agreement with Diamond Holdings, LLC.
2. That appropriate officials of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms

and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

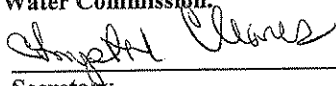
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President

GLORIA KOŁODZIEJ


Secretary

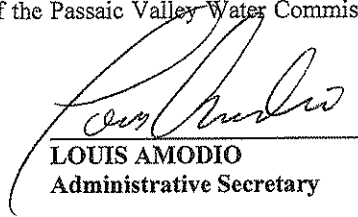
CHRYSTAL CLEAVES

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

cc: J. Bella
L. Beckering
J. Duprey
J. Gallagher
G. Hanley
Y. Weiss
File

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 July 22, 2014.



LOUIS AMODIO
Administrative Secretary