



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-19

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: March 18, 2015

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: SANACHEZ 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: Personnel: Administration: 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: KOLODZIEJ AYES: 6 ABSENT: 1 Time: 12:28 PM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include RIGO SANCHEZ, JEFFREY LEVINE, RUSSELL GRADDY, GLORIA KOLODZIEJ, MENACHEM BAZIAN, THOMAS P. DE VITA, and CHRYSTAL CLEAVES.

Handwritten signature of Chrystal Cleaves, PRESIDENT, CHRYSTAL CLEAVES

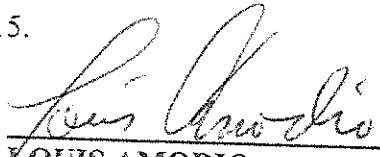
Handwritten signature of Thomas P. De Vita, SECRETARY, THOMAS P. DE VITA



PASSAIC VALLEY WATER COMMISSION

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 March 18, 2015.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 15-20
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, PVWC has received a request from Arrow's Route 46 Auto Mall, Inc. and Evergreen Tree Estates, Inc. (hereinafter the "Developer"), that PVWC consent to the release of the Performance Bonds in accordance with the Developer's Agreements (hereinafter the "Agreements"), entered into with PVWC on June 30, 2011, in connection with the development of Block 203, Lots 2, 7, & 8; 3, 3.01, & 3.02 (hereinafter the "Project"), as set forth on the Official Tax Maps of the Township of Little Falls; and

WHEREAS, the Developer posted Site Improvement Performance Bond No. 41080633 from Platte River Insurance Company in the amount of \$614,895.60 on May 15, 2009, which amount was increased by Surety Rider to \$800,600.00 on July 26, 2010; and

WHEREAS, the Developer posted Site Improvement Performance Bond No. 3144 from Bondex Insurance Company in the amount of \$266,344.00 on March 30, 2011; and

WHEREAS, by memorandum dated March 10, 2015, from PVWC's Director of Engineering to the Commissioners (a copy of which is attached hereto and made a part hereof as Exhibit A), PVWC has been advised that Performance Bond Nos. 41080633 and 3144 may be released; and

WHEREAS, PVWC has reviewed the Agreement entered into by the Developer and has determined that same provides for the release of the Performance Bond as requested; and

WHEREAS, based upon the aforementioned PVWC has determined that the release of the Performance Bond posted by the Developer is warranted.

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

1. That PVWC hereby authorizes and approves the release of Performance Bond Nos. 41080633 and 3144 posted in connection with the development of the Project, as set forth hereinabove.
2. That the appropriate officers of the Commission are hereby authorized to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, with respect to release of the Performance Bond 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>	_____	_____	_____
KOLODZIEJ, G.	<u> X </u>	_____	_____	_____
BAZIAN M.	_____	_____	_____	<u> X </u>
DE VITA, T.	_____	_____	_____	<u> X </u>
CLEAVES, C.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRYSTAL CLEAVES

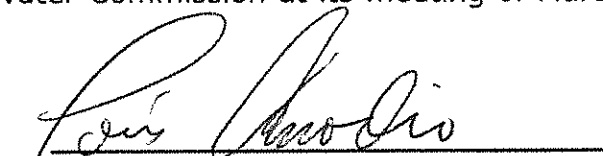


Secretary
THOMAS P. DE VITA

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 March 18, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**THE DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED MARCH 10, 2015**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 10, 2015

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Tri-County Lexus (Bob Ciasulli Auto Group)'s
Project to Construct an Automobile Storage Area
(Block 203, Lots 2, 7 & 8; 3, 3.01 & 3.02) Little Falls, NJ
Request for Permission to Release Performance Bond

Summary

Permission is requested for the Commission to authorize and approve release of the performance bond for the above-referenced Project.

Background

PVWC has a 51" water transmission line located within a 66' wide easement that generally parallels the northeast side of Route 46 within the Township of Little Falls, and that transects the Tri-County Lexus/Bob Ciasulli Auto Group (the "Developer")'s site.

The Developer sought and received permission to utilize PVWC's easement to construct an automobile storage area with storm water retention and related facilities (Block 203, Lots 2, 7 & 8; 3, 3.01 & 3.02) along Route 46 in Little Falls, New Jersey (the "Project").

The Developer entered into an agreement with PVWC which required the Developer to post a performance bond to guarantee the construction of (approved) improvements for the Project, with the performance bond to remain in effect until all of the Developer's obligations to PVWC were completed to the satisfaction of PVWC.

The Developer has now satisfied all of its outstanding obligations to PVWC. Therefore, it is recommended that the performance bond be released.

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: BOND NO. 41080633

That we, **Bob Ciasulli Auto Group, Inc. and Subsidiaries** as Principal(s), and **Platte River Insurance Company**, A **Nebraska** corporation authorized to do business in the State of New Jersey, as surety, are held and firmly bound unto **PASSAIC VALLEY WATER COMMISSION** as Obligee, in the sum of **SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED NINETY-FIVE AND 60/100THS Dollars (\$614,895.60)**. And truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED THIS 15th day of May, 2009.

Whereas, the Principal has agreed to the obligee, guaranteeing that the Principal will complete site improvements for certain site plan entitled **Lots 2, 7, 8, Block 203, Line Items 1-25, IN ACCORDANCE WITH THE ENGINEER'S ESTIMATE DATED (May 7, 2009), ATTACHED AND MADE A PART HERETO** all of which improvements shall be completed.

Now, therefore, the condition of this obligation is such, that if the Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all the work as set forth therein all within the time set forth in said agreement, then this obligation shall be null and void, otherwise to remain in full force and effect. This bond is not transferable or assignable.

No party other than the Obligee shall have any rights hereunder as against the Surety.

The aggregate liability of the Surety of the Bond Obligation set forth herein shall not exceed the penal sum hereof for any cause or reason whatsoever, inclusive of attorney's fees or other costs.

BOND NO. 41080633

Bob Ciasulli Auto Group, Inc. and Subsidiaries
(Principal)

Attest: [Signature]

By: [Signature] Pres.
Title

Attest: _____

By: Robert G. Ciasulli

Attest: _____

By: _____

Attest: [Signature]
Katrina Seftel

By: [Signature]
Philip S. Tobey, Attorney-in-Fact

SLABY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
51 GIBRALTAR DRIVE, MORRIS PLAINS, NJ 07950
PHONE: (973) 539-3838 FAX: (973) 539-6992
E-Mail: ContactUs@SlabyEngineering.com

PERFORMANCE BOND
VEHICLE STORAGE PLAN
PASSAIC VALLEY WATER COMMISSION
LOTS 2, 7 & 8, BLOCK 203, ROUTE 46, LITTLE FALLS, PASSAIC COUNTY
May 7, 2009
S-227-009

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Soil Erosion and Sediment Control	1	L.S.	\$5,000.00	\$5,000.00
2	Clearing Site	1	L.S.	\$5,000.00	\$5,000.00
3	Removal of tree, 7" - 24"	94	Units	\$500.00	\$47,000.00
4	Removal of tree, greater than 24"	2	Units	\$1,500.00	\$3,000.00
5	Superpave Hot Mix Asphalt, Mix I-2	1124	Tons	\$110.00	\$123,640.00
6	Superpave Hot Mix Asphalt, Mix I-5	562	Tons	\$110.00	\$61,820.00
7	Dense Graded Aggregate, 4" Thick	4995	SY	\$12.00	\$59,940.00
8	6" x 8" x 18" Concrete Vertical Curb	700	LF	\$16.00	\$11,200.00
9	12" Reinforced Concrete Culvert Pipe, Class III	12	LF	\$30.00	\$360.00
10	15" Reinforced Concrete Culvert Pipe, Class III	404	LF	\$32.00	\$12,928.00
11	18" Reinforced Concrete Culvert Pipe, Class III	15	LF	\$35.00	\$525.00
12	16" Ductile Iron Pipe	30	LF	\$40.00	\$1,200.00
13	Type B Inlet with 1' Ho-Gard	1	Unit	\$4,000.00	\$4,000.00
14	Type B Inlet	1	Unit	\$1,700.00	\$1,700.00
15	4' Diameter Manhole	6	Unit	\$2,000.00	\$12,000.00
16	Junction Manhole, 4' Diameter	1	Unit	\$3,000.00	\$3,000.00
17	Diversion Manhole, 4' Diameter	1	Unit	\$3,000.00	\$3,000.00
18	Water Quality Storm Manhole, 6' Diameter	1	Unit	\$15,000.00	\$15,000.00
19	5' x 10' Box Culvert	318	LF	\$200.00	\$63,600.00
20	Construction of Keystone Retaining Wall	130	LF	\$25.00	\$3,250.00
21	8' High Board on Board Fence	1300	LF	\$25.00	\$32,500.00
22	Traffic Stripes and Markings	1	L.S.	\$3,500.00	\$3,500.00
23	12" x 18" Signs	2	Units	\$125.00	\$250.00
24	Site Lights	9	Units	\$2,000.00	\$18,000.00
25	Topsoil, Fertilizer, Seeding and Mulch	2100	SY	\$10.00	\$21,000.00

Louis R. Slaby, P.E.
N.J. License No.: 18407

SUB TOTAL \$512,413.00
20% CONTINGENCIES \$102,482.60
TOTAL \$614,895.60

PLATTE RIVER INSURANCE COMPANY
 (formerly Underwriters Insurance Company)
 BALANCE SHEET
 12/31/07

Admitted Assets

2007

Cash and invested assets:	
Bonds authorized cost	
Common stocks	378,660,622
Cash, cash equivalents and short-term investments	17,318,940
Other invested assets	47,776,735
Total cash and invested assets	<u>1,049,048</u> 145,705,345
Investment income due and accrued	876,874
Uncollected premiums and agents' balances in course of collection	5,267,108
Deferred premiums, agents' balances and installments booked but deferred and not yet due	2,137,453
Current federal and foreign income tax recoverable and interest thereon	909,982
Net deferred tax asset	1,257,235
Receivables from parent, subsidiaries and affiliates	150,522
Other admitted assets	26,584
Total admitted assets	<u>26,584</u> <u>\$156,431,613</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:

Losses and loss adjustments expenses	321,386,201
Reinsurance payable on paid losses and loss adjustment expenses	1,481,766
Loss adjustment expenses	3,797,508
Commissions payable, contingent commissions and other similar charges	877,124
Other expenses (excluding taxes, licenses and fees)	627,974
Taxes, licenses and fees (excluding federal and foreign income taxes)	373,007
Unearned Premiums	13,882,084
Ceded reinsurance premiums payable (net of ceding commissions)	4,837,801
Funds held by company under reinsurance treaties	28,708,556
Amounts withheld or retained by company for account of others	39,844,319
Rebates and items not allocated	311,457
Payable to parent, subsidiaries and affiliates	113,851
Other liabilities	9,099
Total liabilities	<u>9,099</u> <u>116,251,557</u>

Surplus as regards policyholders:

Common capital stock	4,800,000
Gross paid in and contributed surplus	39,739,907
Unassigned funds (surplus)	4,540,149
Total capital and surplus	<u>48,180,056</u> <u>\$156,431,613</u>

I, David Pauly, CEO of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2007, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Madison, Wisconsin.

David Pauly

David Pauly
CEO

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41218429

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JEFFREY R. BAUMAN; LIONEL D. JORGE; PHILIP S. TOBEY

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,500,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointed to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

David F. Pauly

David F. Pauly
Chairman & CEO



PLATTE RIVER INSURANCE COMPANY

James J. McIntyre

James J. McIntyre
President

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission is Permanent

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of May, 2009



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (2-07)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41134372

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

PHILIP S TOBEY; LIONEL D JORGE; JEFFREY R BAUMAN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT: \$2,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

David F. Pauly
David F. Pauly
Chairman & CEO



PLATTE RIVER INSURANCE COMPANY

James J. McIntyre
James J. McIntyre
President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of May, 2009



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PLATTE RIVER INSURANCE COMPANY
115 Glastonbury Blvd., Glastonbury, CT 06033

Date: 7/26/10

SURETY RIDER

OBLIGEE:

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ

[]

To be attached to and form a part of Performance Bond, No. 41134372, Lic. No. _____
Type of Bond

In favor of Passaic Valley Water Commission
Obligee

On behalf of Bob Casulli Auto Group, Inc.
Principal

For valuable consideration, receipt of which is acknowledged, surety hereby gives its consent to change:
Bond Amount and Principal Name

FROM: \$614,895.60 / Bob Casulli Auto Group, Inc. and Subsidiaries

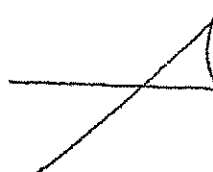
TO: \$800,600.00 / Arrow's Route 46 Auto Mall, Inc.
May 15, 2009

To be effective _____
Principal

Bob Casulli Auto Group, Inc.
115 Grove Street East
Westfield, NJ 07091

[]

PLATTE RIVER INSURANCE COMPANY


Philip S. Tobey - Attorney-in-Fact

Producer

Dale Group, Inc.
PO Box 6
Florham Park, NJ 07932

[]

SITE IMPROVEMENT PERFORMANCE BOND

BOND NO. 3144

KNOW ALL MEN BY THESE PRESENTS:

That we, Bob Clasulli Auto Group, Inc. and Evergreen Tree Estates, Inc. as Principal(s), and Bondex Insurance Company, A NJ corporation authorized to do business in the State of New Jersey, as surety, are held and firmly bound unto Passaic Valley Water Commission and Township of Little Falls as Oblige, in the sum of TWO HUNDRED SIXTY SIX THOUSAND THREE HUNDRED FORTY FOUR AND 00/100 Dollars (\$266,344.00) And truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED THIS 30th day of March, 2011.

Whereas, the Principal has agreed to the obligee, guaranteeing that the Principal will complete site improvements for certain site plan entitled Lots 3, 3.01, 3.02 and 203, Line Items 1-8, IN ACCORDANCE WITH THE ENGINEER'S ESTIMATE DATED (12/21/2010), ATTACHED AND MADE A PART HERETO all of which improvements shall be completed.

Now, therefore, the condition of this obligation is such, that if the Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all the work as set forth therein all within the time set forth in said agreement, then this obligation shall be null and void, otherwise to remain in full force and effect. This bond is not transferable or assignable.

No party other than the Oblige shall have any rights hereunder as against the Surety.

The aggregate liability of the Surety of the Bond Obligation set forth herein shall not exceed the penal sum hereof for any cause or reason whatsoever, inclusive of attorney's fees or other costs.

BOND NO.: 3144

Bob Clasulli Auto Group, Inc. and Evergreen Tree Estates, Inc.

(Principal)

Attest: _____

By: President
Title

Attest: 

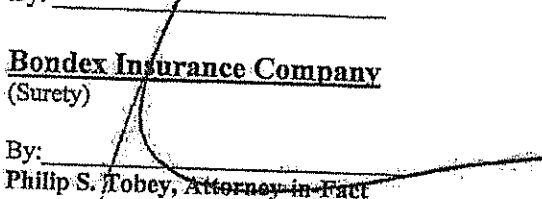
By: 

Attest: _____

By: _____

Bondex Insurance Company
(Surety)

Attest: Claudia Pereira
Claudia Pereira

By: 
Philip S. Tobey, Attorney-in-Fact

Murphy & Hollows Associates Inc.

CIVIL ENGINEERING AND SURVEYING

231 1st Street
 Baylag, New Jersey 07980
 Phone: 908.880.0133 Fax: 908.580.1807
 Email: mhassociates@earthlink.net

December 2, 2010 -- Adjusted December 21, 2010

QUANTITIES ESTIMATE
 TRI-COUNTY ESCUE
 VEHICLE PARKING PLAN
 LOTS 3, 4, 5 & 6 BLOCK 203
 ROUTE 44 WEST
 TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, NJ

No.	Description	Unit	Quantity	Unit Price	Cost	Adjusted by Riddick Associates		
						Quantity	Unit Price	Cost
1	Site Work							
	Clearing	sq	0.7	\$8,000.00	\$5,600.00	0.7	\$8,000.00	\$5,600.00
	Strip & Spall (Tobon)	sq	485	\$4.00	\$1,940.00	485	\$4.00	\$1,940.00
	Prep. Lot Excavation	sq	220	\$5.00	\$1,100.00	220	\$5.00	\$1,100.00
	Prep. Lot Fill	sq	217	\$15.00	\$3,255.00	217	\$15.00	\$3,255.00
2	Soil Erosion and Sediment Control							
	Silt Fence	l	687	\$2.00	\$1,374.00	687	\$2.00	\$1,374.00
	Drain Inlet Filter	sq	3	\$40.00	\$120.00	3	\$40.00	\$120.00
	Anti-erosion Pad	sq	60	\$17.00	\$1,020.00	60	\$17.00	\$1,020.00
3	Storm Drainage							
	18" RCP	l	191	\$17.00	\$3,247.00	191	\$17.00	\$3,247.00
	8" Inlet - 8" R	sq	2	\$2,700.00	\$5,400.00	2	\$2,700.00	\$5,400.00
	4" Inlet - 8" R	sq	1	\$2,400.00	\$2,400.00	1	\$2,400.00	\$2,400.00
	4" Dia. MH - 8" R	sq	1	\$1,700.00	\$1,700.00	1	\$1,700.00	\$1,700.00
	Subsurface Detection System	unit	1	\$40,000.00	\$40,000.00	1	\$40,000.00	\$40,000.00
	Proposed Inverts	sq	8	\$1,300.00	\$10,400.00	8	\$1,300.00	\$10,400.00
4	Curbing							
	Concrete Curb	l	848	\$14.00	\$11,872.00	848	\$14.00	\$11,872.00
	Remove Existing Curb	l	60	\$2.00	\$120.00	60	\$2.00	\$120.00
5	Pavement							
	Pavement	sq	2772	\$22.00	\$60,984.00	2772	\$22.00	\$60,984.00
6	Landscaping							
	Landscaping	unit	1	\$2,200.00	\$2,200.00	1	\$2,200.00	\$2,200.00
7	Lights							
	Pole Mount	sq	7	\$1,800.00	\$12,600.00	7	\$1,800.00	\$12,600.00
8	Fence							
	Install New Fence	l	500	\$35.00	\$17,500.00	500	\$35.00	\$17,500.00
	Remove Existing Fence	l	100	\$8.00	\$800.00	100	\$8.00	\$800.00
TOTAL					\$267,944.00			

Inspection at 0% \$11,058.00
 Approval Bond at 120% \$266,886.00

Prepared by:
 Original Submitted Signed
 Allen T. Murphy, NJPE #21510
 Murphy & Hollows Associates, Inc.
 Rock Excavation Cost not included

Revised/In red and noted - By:
 Dennis G. Lindero, NJPE #28205
 Riddick Associates, PC

Bondex Insurance Company
30A Vranckenhof Road, Morristown, New Jersey 07922

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Morristown, County of Morris, State of New Jersey, does hereby appoint:

Phillips Talley, Lionel DeJonghe, Jeffrey R. Bauman and Megan Haug its true and lawful Attorney-in-Fact, with full power and authority to execute on behalf of the Company, bonds, policies, contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$270,000.00.

This Power of Attorney shall be in full force and effect on the date hereof.

This Power of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 18th day of March 2010:

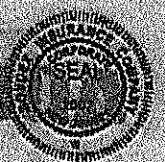
RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,

2. To remove, at any time, any such Attorney-in-Fact, and revoke any authority given.

It is further provided that any and all such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating hereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed."

IN WITNESS WHEREOF, Bondex Insurance Company has caused this Power of Attorney to be signed and sealed by its President on the 18th day of March 2010.



Bondex Insurance Company

Phillips Talley, President

State of New Jersey
County of Morris, ss:

On this 18th day of March 2010, before me, a Notary Public, personally appeared **Phillips Talley**, who being duly sworn, depose and say that he is the President of the Company, that the Company is duly organized under the laws of the State of New Jersey, and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above.

KATRINA S. SEFTEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 3, 2011

I, **Margaret Capps**, Secretary of the Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above are true and correct and that neither the Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of March, 2010.

Margaret Capps
Bondex Insurance Company
Margaret Capps, Secretary

3144

BONDEX INSURANCE COMPANY
Statutory Financial Statement
December 31, 2009

ASSETS

Bonds	\$ 1,477,662
Stocks	\$ 993,673
Cash	\$ 1,104,941
Interest due and accrued	\$ 8,661
Uncollected premiums & agents' balances	\$ 238,013
Net deferred taxes	\$ 40,518
Other assets	\$ 15,753
Total Assets	<u>\$ 3,879,222</u>

LIABILITIES & POLICYHOLDERS' SURPLUS

Liabilities

Loss & Loss Adjustment Expenses	\$ 207,956
Other Expenses (excluding taxes)	\$ 27,802
Unearned premium	\$ 613,061
FIT Payable	\$ 24,120
amounts withheld for others	\$ 196,940
Securities Payable	\$ 100,000
Total Liabilities	<u>\$ 1,169,879</u>

Surplus

Surplus	
Common Stock	\$ 500,000
Unassigned surplus	\$ 159,343
Gross paid-in and contributed surplus	\$ 2,050,000
Total Surplus	<u>\$ 2,709,343</u>
Total Liabilities & Policyholders' Surplus	<u>\$ 3,879,222</u>

I, Philip S. Tobey, President & Treasurer of Bondex Insurance Company, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2009 to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Florham Park, New Jersey this 17th day of February, 2010.


 Philip S. Tobey, President & Treasurer

RESOLUTION:15-21
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T2007 83011
PROCUREMENT OF TWO (2) VEHICLES FOR PVWC'S
PURIFICATION AND ENGINEERING DEPARTMENTS

DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, PVWC requires the procurement of two (2) year 2015 Jeep Patriot 4WD vehicles, one (1) for PVWC's Purification Department, and the other for PVWC's Engineering Department; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said vehicles from Hertrich Fleet Services, Inc. of Milford, Delaware (the "Awardee") under State Contract #T2007 83011 in the total amount of \$35,126.50; and

WHEREAS, a copy of a memorandum dated February 27, 2015 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

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

certificate is attached hereto and made a part hereof in above-referenced Exhibit A;


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

1. That the purchase of the above-referenced vehicles under the referenced State Contract is hereby awarded to the Awardee in the total amount as stipulated hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as also 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>	_____	_____	_____
KOLODZIEJ, G.	<u> X </u>	_____	_____	_____
BAZIAN M.	_____	_____	_____	<u> X </u>
DE VITA, T.	_____	_____	_____	<u> X </u>
CLEAVES, C.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES




Secretary
THOMAS P. DE VITA

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 March 18, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T2007 83011
PROCUREMENT OF ONE (2) VEHICLES FOR
PVWC'S PURIFICATION AND ENGINEERING DEPARTMENTS**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED FEBRUARY 27, 2015
PVWC'S FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 27, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **State Contract Purchase – Contract T2007 83011**
2015 Jeep Patriot 4WD

The Purification and Engineering Departments are requesting to replace vehicles 23 and 29 respectively (memos attached).

The State Contract purchase will be from Hertrich Fleet Services, **Inc.**, of Milford, Delaware for two (2) 2015 Jeep Patriot in the amount of \$17,563.25 each for a total of \$35,126.50. Funds for these purchases have been budgeted under our 2015 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

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:

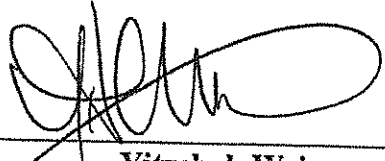
Description of Project or Contract: **State Contract T2007 A83011
Hertrich Fleet Services, Inc.**

Amount of Project or Contract: \$ 35,126.50
1. Acct: # 001-0901-419-95-04 Capital / Vehicles

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

Other comments: Single Purchase: February 2015
Two (2) 2015 Jeep Patriots

Date of Certification: 02/27/2015 Certified: \$ 35,126.50



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

2014/2015 VEHICLE MANUFACTURER'S CUT-OFF DATES

1/12/2015

Price Line	Description	Manufacturer	Cut-off Date	Contract	Contractor
1	AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR	2015 FORD FIESTA SEDAN S	Not Published Yet	A88921	CHAS S WINNER INC. DBA WINNER FORD
2	AUTOMOBILE, SEDAN, COMPACT, 4-DOOR	2015 FORD FOCUS SEDAN S	Not Published Yet	A88921	CHAS S WINNER INC. DBA WINNER FORD
3	AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR	2015 FORD FUSION S	1/29/2015	A88922	HERTRICH FLEET SERVICES
4	AUTOMOBILE, CROSSOVER, MID-SIZE, 4-DOOR	2015 DODGE JOURNEY SE FWD	Not Published Yet	A88922	HERTRICH FLEET SERVICES
5	AUTOMOBILE, SEDAN, FULL-SIZE, 4-DOOR	2015 CHEVROLET IMPALA LIMITED LS	2/5/2015	A88922	HERTRICH FLEET SERVICES
IMPORTANT NOTE: The mfg. plant for Dodge Caravan (Section 1) will be shut down from 2/13/15 to 5/25/15. To ensure production prior to 2/13/15, orders must be placed before 11/14/14. Any orders placed after 11/14/14 will not be produced until after 5/25/15 when the plant re-opens.					
1-2	MINIVAN, 7-PASSENGER	2015 DODGE GRAND CARAVAN SE*	Not Published Yet*	A82389	HERTRICH FLEET SERVICES
3-4	PASSENGER VAN, FULL-SIZE, 8-PASSENGER	2015 FORD TRANSIT 150 WAGON XL	Not Published Yet	A88228	CHAS S WINNER INC. DBA WINNER FORD
5-8	PASSENGER VAN, FULL-SIZE, 12-PASSENGER	2015 CHEVROLET EXPRESS 2500 WAGON LS	1/29/2015	A88229	MALL CHEVROLET INC.
7-8	PASSENGER VAN, FULL-SIZE, 15-PASSENGER	2015 CHEVROLET EXPRESS 3500 WAGON LS	1/29/2015	A88230	HERTRICH FLEET SERVICES
9-10	PASSENGER VAN, FULL-SIZE, 15-PASSENGER, HIGH ROOF	2015 FORD TRANSIT 350 WAGON XL HIGH ROOF	Not Published Yet	A88231	BEYER FORD LLC
IMPORTANT NOTE: Please refer to the New Jersey Motor Vehicle Commission's rules and regulations (13.20.51.1) pertaining to school vehicle transport before ordering a passenger van for this purpose. Information regarding these regulations is available at the following websites: http://www.state.nj.us/mvc/bd/inspections/51_type%20s.pdf http://www.state.nj.us/mvc/inspections/SchoolBus.htm					
TRUCKS, 20,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES					
1-2	SUV, SMALL, 4-DOOR, 2WD	2015 JEEP PATRIOT SPORT 2WD	Not Published Yet	A83011	HERTRICH FLEET SERVICES
3-4	SUV, SMALL, 4-DOOR, 4WD	2015 JEEP PATRIOT SPORT 4WD	Not Published Yet	A83011	HERTRICH FLEET SERVICES
5-8	SUV, MID-SIZE, 4-DOOR, 2WD	2015 FORD EXPLORER BASE 2WD	1/30/2015	A83012	CHAS S WINNER INC. DBA WINNER FORD
7-8	SUV, MID-SIZE, 4-DOOR, 4WD	2015 FORD EXPLORER BASE 4WD	1/30/2015	A83013	BEYER FORD LLC
9-10	SUV, FULL-SIZE, 12 TON, 4-DOOR, 2WD	2014 FORD EXPEDITION XL 2WD	4/4/2014	A83012	CHAS S WINNER INC. DBA WINNER FORD
TRUCKS, 20,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES					
1-9	TRUCK, 20,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 KENWORTH K270	Not Published Yet	A83029	GABRIELLI KENWORTH OF NJ LLC
2-10	TRUCK, 20,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 HINO 268	Not Published Yet	A83010	HK TRUCK SERVICES INC.
TRUCKS, 20,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES					
1-2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 2WD	2014 FORD F-150 XL REG. CAB 8' BODY 2WD	9/19/2014	A85436	OFFLM
3-4	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 4WD	2014 FORD F-150 XL REG. CAB 8' BODY 4WD	9/12/2014	A85437	CHAS S WINNER INC. DBA WINNER FORD
5-8	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 2WD	2014 FORD F-150 XL SUPERCAB 8' BODY 2WD	9/19/2014	A85438	OFFLM

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>

2014/2015 VEHICLE MANUFACTURER'S CUT-OFF DATES

11/2/2015

Price Line	Description	Make/Model	Cut-off Date	Contract	Contractor
7-8	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 4WD	2014 FORD F-150 XL SUPER CAB 8' BODY 4WD	9/12/2014	A85437	CHAS S WINNER INC. D/B/A WINNER FORD
9-10	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, 2WD	2015 RAM 1500 TRADESMAN CREW CAB 5 1/2' BODY 2WD	Not Published Yet	A85438	HERTRICH FLEET SERVICES
11-12	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, 4WD	2015 RAM 1500 TRADESMAN CREW CAB 5 1/2' BODY 4WD	Not Published Yet	A85438	HERTRICH FLEET SERVICES
TRUCKS, CLASS 2, UTILITY BODY, 2WD					
1-2	TRUCK, PICKUP, CLASS 2, REGULAR CAB, 8' BODY, 2WD	2015 FORD F-250 XL REGULAR CAB 8' PICKUP BODY 2WD	Orderable Until 1/31/15	A83576	CHAS S WINNER INC. D/B/A WINNER FORD
3-5	TRUCK, PICKUP, CLASS 2, REGULAR CAB, 8' BODY 4WD	2015 FORD F-250 XL REGULAR CAB 8' PICKUP BODY 4WD	Orderable Until 1/31/15	A85971	BEYER FORD LLC
6-10	TRUCK, CLASS 2, REGULAR CAB, 8' UTILITY BODY, 2WD	2015 FORD F-250 XL REGULAR CAB CHASSIS 137 WB 2WD	Orderable Until 1/31/15	A83578	CHAS S WINNER INC. D/B/A WINNER FORD
11-16	TRUCK, CLASS 2, REGULAR CAB, 8' UTILITY BODY, 4WD	2015 FORD F-250 XL REGULAR CAB CHASSIS 137 WB 4WD	Orderable Until 1/31/15	A83578	CHAS S WINNER INC. D/B/A WINNER FORD
17-18	TRUCK, PICKUP, CLASS 2, EXTENDED CAB, 4-DOOR, 8' BODY, 2WD	2015 FORD F-250 XL SUPER CAB 8' PICKUP BODY 2WD	Orderable Until 1/31/15	A85971	BEYER FORD LLC
19-21	TRUCK, PICKUP, CLASS 2, EXTENDED CAB, 4-DOOR, 8' BODY, 4WD	2015 FORD F-250 XL SUPER CAB 8' PICKUP BODY 4WD	Orderable Until 1/31/15	A83578	CHAS S WINNER INC. D/B/A WINNER FORD
22-28	TRUCK, CLASS 2, EXTENDED CAB, 4-DOOR, 8' UTILITY BODY, 2WD	2015 FORD F-250 XL SUPER CAB CHASSIS 158 WB 2WD	Orderable Until 1/31/15	A85972	HERTRICH FLEET SERVICES
27-32	TRUCK, CLASS 2, EXTENDED CAB, 4-DOOR, 8' UTILITY BODY 4WD	2015 FORD F-250 XL SUPER CAB CHASSIS 158 WB 4WD	Orderable Until 1/31/15	A83578	CHAS S WINNER INC. D/B/A WINNER FORD
33-34	TRUCK, PICKUP, CLASS 2, CREW CAB, 4-DOOR, 8' BODY 4WD	2015 RAM TRADESMAN 2500 CREW CAB XL 4WD	Not Published Yet	A85972	HERTRICH FLEET SERVICES
TRUCKS, CLASS 3, PICKUP, 8' BODY, 4WD					
1-2	TRUCK, PICKUP, CLASS 3, REGULAR CAB, 8' BODY, 2WD	2015 FORD F-350 XL REG. CAB 8' PICKUP BODY 2WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
3-5	TRUCK, PICKUP, CLASS 3, REGULAR CAB, 8' BODY, 4WD	2015 FORD F-350 XL REG. CAB 8' PICKUP BODY 4WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
6-12	TRUCK, CAB & CHASSIS, CLASS 3, REGULAR CAB, TO ACCOMMODATE 8-9' BODY 2WD	2015 FORD F-350 XL REG. CAB CHASSIS 141 WB 2WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
13-20	TRUCK, CAB & CHASSIS, CLASS 3, REGULAR CAB, TO ACCOMMODATE 8-9' BODY 4WD	2015 FORD F-350 XL REG. CAB CHASSIS 141 WB 4WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
21-22	TRUCK, PICKUP, CLASS 3, EXTENDED CAB, 4-DOOR 8' BODY, 2WD	2015 FORD F-350 XL SUPER CAB 8' PICKUP BODY 2WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
23-25	TRUCK, PICKUP, CLASS 3, EXTENDED CAB, 4-DOOR, 8' BODY, 4WD	2015 FORD F-350 XL SUPER CAB 8' PICKUP BODY 4WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
26-31	TRUCK, CAB & CHASSIS CLASS 3, EXTENDED CAB, 4-DOOR, TO ACCOMMODATE 9' BODY 2WD	2015 FORD F-350 XL SUPER CAB CHASSIS 162 WB 2WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
32-38	TRUCK, CAB & CHASSIS, CLASS 3, EXTENDED CAB, TO ACCOMMODATE 8' BODY 4WD	2015 FORD F-350 XL SUPER CAB CHASSIS 162 WB 4WD	Orderable Until 1/31/15	A83558	CHAS S WINNER INC. D/B/A WINNER FORD
TRUCKS, CLASS 4, CREW CAB, TO ACCOMMODATE 8' BODY					
1-7	TRUCK, CAB & CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8' BODY 2WD	2015 FORD F-450 XL REG. CAB CHASSIS DRW 2WD	Not Published Yet	A88214	BEYER FORD LLC
8-15	TRUCK, CAB & CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8' BODY 4WD	2015 FORD F-450 XL REG. CAB CHASSIS DRW 4WD	Not Published Yet	A88214	BEYER FORD LLC
16-22	TRUCK, CAB & CHASSIS, CLASS 4, CREW CAB, TO ACCOMMODATE 8' BODY, 2WD	2015 FORD F-450 XL CREW CAB CHASSIS DRW 2WD	Not Published Yet	A88215	CHAS S WINNER INC. D/B/A WINNER FORD
23-30	TRUCK, CAB & CHASSIS, CLASS 4, CREW CAB, TO ACCOMMODATE 8' BODY, 4WD	2015 FORD F-450 XL CREW CAB CHASSIS DRW 4WD	Not Published Yet	A88215	CHAS S WINNER INC. D/B/A WINNER FORD

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>

2014/2015 VEHICLE MANUFACTURER'S CUT-OFF DATES

1/12/2015

Price Line	Description	Make/Model	Cut-off Date	Contract	Contractor
1-2	CARGO VAN, MINIVAN/SMALL VAN	2015 FORD TRANSIT CONNECT XL	Not Published Yet	A83173	CHAS S WINNER INC. D/B/A WINNER FORD
3-4	CARGO VAN, FULL-SIZE, CLASS 1, RWD	2015 FORD TRANSIT 150 RWD LOW ROOF	Not Published Yet	A8212	CELEBRITY CHRYSLER JEEP
3-4	CARGO VAN, FULL-SIZE, CLASS 1, FWD	2015 RAM PROMASTER 1500 FWD LOW ROOF	Not Published Yet	A8213	MALL CHEVROLET INC.
5-6	CARGO VAN, FULL-SIZE, CLASS 2	2015 CHEVROLET EXPRESS 2500 CARGO	1/29/2015	A8213	MALL CHEVROLET INC.
7-8	CARGO VAN, FULL-SIZE, EXTENDED, CLASS 2	2015 CHEVROLET EXPRESS 2500 EXTENDED	1/29/2015	A8213	MALL CHEVROLET INC.
9-10	CARGO VAN, FULL-SIZE, CLASS 3	2015 CHEVROLET EXPRESS 3500 RWD	1/29/2015	A8213	MALL CHEVROLET INC.
11-12	CARGO VAN, FULL-SIZE, EXTENDED, CLASS 3	2015 CHEVROLET EXPRESS 3500 RWD EXTENDED	1/29/2015	A8213	MALL CHEVROLET INC.
12-13	CARGO VAN, FULL-SIZE, EXTENDED, CLASS 3, HIGH ROOF	2015 FORD TRANSIT 3500 EXTENDED LENGTH HIGH ROOF RWD	Not Published Yet	A8211	DFFLM
1-4	STAKE TRUCK, 15,000 LB. GVWR, 12 FT. BODY WITH SIGN STORAGE COMPARTMENTS & ACCESSORIES	2015/2016 FORD F-450	Not Published Yet	A83025	ROUTE 23 AUTOMALL
6	PASSENGER VEHICLES (INCLUDING HYBRID) AUTOMOBILES, VANS AND SUVs	2015 FORD FUSION SE HYBRID	1/29/2015	A78158	HERTRICH FLEET SERVICES
1-2	POLICE VEHICLES, SEDANS AND SPORT UTILITY VEHICLES	2015 FORD POLICE INTERCEPTOR	Not Published Yet	A82925	CHAS S WINNER INC. D/B/A WINNER FORD
1-2	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2014 CHEVROLET IMPALA POLICE SC178C3	9/17/2014	A82926	DAY CHEVROLET INC.
3-4	POLICE VEHICLE, SEDAN, FWD, 200" OVERALL LENGTH	2014 CHEVROLET CAPRICE POLICE PATROL VEHICLE (PPV)	10/17/2014	A82926	DAY CHEVROLET INC.
3-4	POLICE VEHICLE, SEDAN, RWD, 200" OVERALL LENGTH	2014 DODGE CHARGER POLICE	7/25/2014	A82927	CARMAN DODGE INC.
5-6	SPORT UTILITY VEHICLE (SUV), POLICE PURSUIT, 2WD	2014 CHEVROLET TAHOE POLICE PURSUIT VEHICLE (PPV)	In-Stock Only	A82928	DAY CHEVROLET INC.
5-6	SPORT UTILITY VEHICLE (SUV), POLICE PURSUIT, AWD	2015 FORD POLICE INTERCEPTOR UTILITY AWD	2/13/2015	A82925	CHAS S WINNER INC. D/B/A WINNER FORD
7-8	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2014 DODGE DURANGO SSV AWD	7/25/2014	A82927	CARMAN DODGE INC.
7-8	SPORT UTILITY VEHICLE (SUV), SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2014 CHEVROLET TAHOE SSV 4X4	In-Stock Only	A82928	DAY CHEVROLET INC.
7-8	SPORT UTILITY VEHICLE, SPECIAL SERVICE, (NON-POLICE PURSUIT), 4WD	2014 FORD EXPEDITION SSV XL 4X4	4/4/2014	A82928	DAY FORD INC.
1-11	DUMP TRUCK, 33,000 LB. GVWR C&C, 57 CU. YD. 10' ALUMINUM BODY & ACCESS.	2018 INTERNATIONAL 7400 4x2	Not Published Yet	A79123	BUCKS COUNTY INTL INC
1-11	WRECKER, 19,000 LB. GVWR EXT. CAC WITH 8T RECOVERY BOOM & 4,000 LB. WHEEL LIFT	2015 FORD F-550	12/31/2014	A82304	OPFLM LLC
1-4	TRUCK, 54,780 LB. GVWR CAC WITH 22 FT. REFRIGERATED BODY & POWER RAIL LIFTGATE	2013 MACK GU833	Not Published Yet	A83008	BROWNS HUNTERDON MACK
3	CHEVROLET VOLT - FLEET VEHICLE	2014 CHEVROLET VOLT	6/20/2014	A81175	HERTRICH FLEET SERVICES
4	NISSAN LEAF - FLEET VEHICLE	2013 NISSAN LEAF	Not Published Yet	A81176	CHERRY HILL NISSAN INC.
5	TOYOTA PRIUS PLUG-IN - FLEET VEHICLE	2014 TOYOTA PRIUS PLUG-IN	Not Published Yet	A81177	HUDSON MOTORS PARTNERSHIP
7	FORD FOCUS ELECTRIC - FLEET VEHICLE	2014 FORD FOCUS HB	Not Published Yet	A81179	MILLER FORD SALES

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>

**NJ State Contract #A83011 (T2007), comm. code 071-80-073153
Line #3, Section 2: SUV, Small , 4 Door 4WD**

Mike Wright, Government Sales Manager
Hertrich Fleet Services Inc
1427 Bay Rd
Milford, DE 19963
Phone: (800) 698-9825
Fax: (302) 839-0555
Email: mwright@hertrichfleet.com

2015 Jeep Patriot 4WD 4dr Sport

SELECTED OPTIONS:

<u>Code</u>	<u>Description</u>
ED3	ENGINE: 2.4L I4 DOHC 16V DUAL VVT
DA4	TRANSMISSION: 6-SPEED AUTOMATIC -inc: Autostick Automatic Transmission, Tip Start
NAS	50-STATE EMISSIONS
2GA	QUICK ORDER PACKAGE 2GA -inc: Engine: 2.4L I4 DOHC 16V Dual VVT, Transmission: 6-Speed Automatic
HAA	AIR CONDITIONING
---	4.12 AXLE RATIO
WDJ	WHEELS: 16" X 6.5" STYLED STEEL
TLB	TIRES: P205/70R16 BSW AS
---	STANDARD PAINT
C7DV	DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS

BASE CONTRACT PRICE: \$17093.00

STANDARD EQUIPMENT

ENTERTAINMENT

- Radio: Uconnect 130 AM/FM/CD/MP3
- Radio w/Clock
- 4 Speakers
- Fixed Antenna
- Audio Jack Input for Mobile Devices

EXTERIOR

- Wheels: 16" x 6.5" Styled Steel
- Tires: P205/70R16 BSW AS
- Wheels w/Silver Accents
- Steel Spare Wheel
- Compact Spare Tire Mounted Inside Under Cargo
- Clear coat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels

EXTERIOR

- Body-Colored Grille
- Liftgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Roof Rack Rails Only
- Aero-Composite Halogen Headlamps
- Front Fog Lamps

INTERIOR

- Cloth Bucket Front Seats
 - 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
 - 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
 - 60-40 Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
 - Manual Tilt Steering Column
 - Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
 - Manual Rear Windows and Fixed 3rd Row Windows
 - 5 Person Seating Capacity
 - Front Cupholder
 - Rear Cupholder
 - Cruise Control w/Steering Wheel Controls
 - HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
 - Glove Box
 - Driver Foot Rest
 - Interior Trim -inc: Chrome Instrument Panel Insert and Chrome Interior Accents
 - Full Cloth Headliner
 - Chrome Gear Shift Knob
 - Day-Night Rearview Mirror
 - Driver And Passenger Visor Vanity Mirrors
 - Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
 - Front Map Lights
 - Fade-To-Off Interior Lighting
 - Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
 - Carpet Floor Trim
 - Cargo Space Lights
 - Instrument Panel Bin, Driver / Passenger And Rear Door Bins
 - Manual 1st Row Windows
 - Delayed Accessory Power
 - Outside Temp Gauge
 - Analog Display
 - Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
 - Sliding Front Center Armrest w/Storage
 - Sentry Key Engine Immobilizer
 - 1 12V DC Power Outlet
 - Air Filtration
- MECHANICAL**
- Engine: 2.4L I4 DOHC 16V Dual VVT
 - Transmission: 5-Speed Manual T355
 - 4.12 Axle Ratio
 - GVWR: 4,575 lbs
 - Electronic Transfer Case
 - Automatic Full-Time Four-Wheel Drive
 - 60-Amp/Hr 525CCA Maintenance-Free Battery w/Run Down Protection
 - 120 Amp Alternator
 - 925# Maximum Payload
 - Gas-Pressurized Shock Absorbers
 - Front And Rear Anti-Roll Bars
 - Touring Suspension

MECHANICAL

- Hydraulic Power-Assist Steering
- Single Stainless Steel Exhaust
- 13.5 Gal. Fuel Tank
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

SAFETY

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

AVAILABLE EXTERIOR COLORS:

PSC	BILLET SILVER METALLIC CLEARCOAT
PX8	BLACK CLEARCOAT
PW7	BRIGHT WHITE CLEARCOAT
PRP	DEEP CHERRY RED CRYSTAL PEARLCOAT
PAR	MAXIMUM STEEL METALLIC CLEARCOAT
PAU	GRANITE CRYSTAL METALLIC CLEARCOAT
PGX	ECO GREEN PEARLCOAT
PBU	TRUE BLUE PEARLCOAT

ADDITIONAL OPTIONS:

<u>Code</u>	<u>Description</u>	<u>Price</u>
DAW	TRANSMISSION: CVT W/OFF-ROAD CRAWL RATIO -inc: Tip Start, 8.135 Axle Ratio	\$95.00
WAA	WHEELS: 16" X 6.5" BLACK STEEL (With the selection of TRX, requires AD3)	\$118.75
C7DV	DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS	\$0.00
C7DK	LT PEBBLE BEIGE/DK SLATE, PREMIUM CLOTH BUCKET SEATS	\$0.00
ACF	TIRE & WHEEL GROUP -inc: Wheels: 17" x 6.5" Aluminum, Tires: P215/65R17 OWL All Terrain	\$850.25
AWL	FREEDOM-DRIVE II OFF-ROAD GROUP -inc: Transmission/ Engine Oil Pan Skid Plate, 4-Wheel Drive Off-Road Mode, Fuel Tank Skid Plate Shield, 140 Amp Alternator, Tow Hooks, Brake Lock Differential, All-Season Floor Mats, Trailer Tow Wiring Harness, Engine Oil Cooler, Bright Exhaust Tip, Tire & Wheel Group, Wheels: 17" x 6.5" Aluminum, Tires: P215/65R17 OWL All Terrain, Hill Descent Control, Trail Rated Badge, Driver Seat Height Adjuster, Full Size Spare Tire (requires DAW transmission)	\$1187.50
CBK	MOPAR KATZKIN LEATHER SEATS -inc: MOPAR Leather Seat Group MOPAR Upfit Option.	\$1235.00

ADDITIONAL OPTIONS:

<u>Code</u>	<u>Description</u>	<u>Price</u>
AWH	POWER VALUE GROUP -inc: Body Color Door Handles, Illuminated Entry, Speed Sensitive Power Locks, Keyless Entry, Power Heated Fold-Away Mirrors, Power Driver 1-Touch Windows, Body Color Liftgate Applique	\$1610.25
AES	MOPAR ELECTRONICS GROUP -inc: MOPAR Electronic Vehicle Tracking System MOPAR Upfit Option.	\$470.25
ACX	MOPAR INTERIOR APPEARANCE GROUP -inc: MOPAR Premium Floor Mats w/Logo, MOPAR Bright Door Entry Guards, MOPAR T-Grip Shifter, MOPAR Bright Pedal Kit, MOPAR Cargo Area Liner MOPAR Upfit Option.	\$422.75
AWS	SMOKER'S GROUP -inc: Removable Ash Tray, Cigar Lighter	\$28.50
AD3	ALL WEATHER CAPABILITY GROUP -inc: Engine Block Heater, Daytime Running Lamp System, All-Season Floor Mats, Tow Hooks	\$755.25
AHT	MOPAR TRAILER TOW GROUP -inc: Class II Receiver Hitch MOPAR Upfit Option.	\$445.55
NHK	ENGINE BLOCK HEATER	\$95.00
LMX	DAYTIME RUNNING LAMP SYSTEM	\$38.00
REQ	RADIO: UCONNECT 230 6CD/DVD/MP3	\$565.25
CSU	SOFT TONNEAU COVER	\$75.00
<u>RSP</u>	<u>UCONNECT VOICE COMMAND W/BLUETOOTH -inc: Rear View Auto Dim Mirror w/Microphone, Remote USB Port, SIRIUS Satellite Radio, 1-Yr SIRIUSXM Radio Service</u>	<u>\$470.25</u>
CDL	MANUAL DRIVER LUMBAR ADJUST	\$47.50

Total with option RSP

\$17,563.25

Beckering, Linda

From: Simone, Wendy
Sent: Tuesday, February 17, 2015 2:49 PM
To: Beckering, Linda
Subject: order new car

Proposed 2015 Capitol Budget for Production Dept.

Need a new SUV to replace Car #23

Budget \$ 25,000

Need a Club Car

Budget \$ 20,000

This is what Rich placed in 2015 budget.

Was hoping to replace car 23 (age and constantly in the shop)

Was also hoping to replace the gator (give our gator to Maintenance still in good shape) but need a car with good heat that is used 24/7 (always stop and go)

Wendy

Beckering, Linda

From: Simone, Wendy
Sent: Wednesday, February 25, 2015 4:43 PM
To: Beckering, Linda
Subject: RE: 2015 Jeep Patriot Specs

Would like to order one to replace liberty car 23. Just need to add the Bluetooth for the phone.
Thanks wendy

From: Beckering, Linda
Sent: Wednesday, February 25, 2015 11:44 AM
To: Simone, Wendy
Subject: 2015 Jeep Patriot Specs

Here you go Wendy. There is a lot included in the base price, but there are some options available. Let me know what you want.

Thanks,

Linda Beckering
Purchasing Agent
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
(T) 973-340-4315
(F) 973-340-5584
lbeckering@pvwc.com

Beckering, Linda

From: Byrne, Kevin
Sent: Wednesday, February 25, 2015 9:48 AM
To: Beckering, Linda
Cc: Duprey, Jim; Reinhardt, Cindy; Bella, Joe
Subject: RE: Patriot 4wd spec
Attachments: 2015 NJ State Contract Jeep Patriot Sport 4wd.doc

Linda:

Sorry for the delay but it looks like the 4 wd Jeep Patriot would be a good replacement for Car 29 (Jeep)... and for \$17K it seems a bargain. Therefore, please proceed with ordering one.

Thanks,

Kevin

From: Beckering, Linda
Sent: Friday, January 23, 2015 10:45 AM
To: Byrne, Kevin
Subject: FW: Patriot 4wd spec

Linda Beckering
Purchasing Agent
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
(T) 973-340-4315
(F) 973-340-5584
lbeckering@pvwc.com

From: Michael Wright [<mailto:mwright@hertrichfleet.com>]
Sent: Friday, January 23, 2015 10:43 AM
To: Beckering, Linda
Subject: Patriot 4wd spec

Is attached.

Thanks!
Mike

Michael Wright
Government Sales Manager
Hertrich Fleet Services, Inc.
Ph: 800-698-9825
Fax: 302-839-0555

RESOLUTION: 15-22
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADY**

WHEREAS, Under Contract 13-C-1 entitled "Competitive Contracting Procurement of Customer Information System (CIS) and Related Professional Services" (Contract 13-C-1), awarded December 18, 2013 (PVWC Resolution #13-126), Advanced Utilities System Corporation of Toronto, Ontario, Canada (Advanced Utility Systems) was retained by PVWC to provide a new Customer Information system (CIS); and

WHEREAS, Advanced Utility Systems has provided, and continues to provide, goods and services under the Contract consistently, reliability, efficiently and effectively, and the Contract is nearing completion; and

WHEREAS, in response to PVWC's request, Advanced Utility Systems has submitted a change order dated February 25, 2015 (Change Order No. 1) to extend the implementation schedule of the Contract by four (4) weeks (to accomplish third party vendor activities and validate their end-to-end processes, and to provide additional training for designated PVWC personnel), and a copy of the Director of Purchasing's memorandum dated March 2, 2015 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, under Change Order No. 1, the total not-to-exceed price of the Contract increased from \$1,750,321.49 to \$1,822,821.49 for a net increase to the Contract of \$72,500.00 (or approximately 4.1 percent) for all changes to this Contract; and

WHEREAS, following review by PVWC, the net additional cost is reasonable, considering the nature and scope of work involved, and a copy of the Chief Financial Officer's memorandum dated February 25, 2015 (with attached copy of Change Order No. 1) recommending that Change Order No. 1 be approved is attached hereto and made a part hereof in above-referenced Exhibit A; and

WHEREAS, the Executive Director, Director of Engineering, Director of Purchasing, and the General Counsel (as to form and legality) have reviewed the Chief Financial Officer's memorandum and concur with same; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as Exhibit B;


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

1. That PVWC hereby approves and awards Change Order No. 1 to Contract 13-C-1 to Advanced Utility Systems in the amount of \$72,500.00.
2. That the appropriate officials of PVWC, on behalf of PVWC, are hereby authorized and directed to execute Change Order No. 1.
3. That the Secretary of PVWC shall attest to the Change Order No. 1 as applicable, 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.
4. 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>	---	---	---
KOLODZIEJ, G.	<u>X</u>	---	---	---
BAZIAN M.	---	---	---	<u>X</u>
DE VITA, T.	---	---	---	<u>X</u>
CLEAVES, C.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



 President
CHRYSTAL CLEAVES


 Secretary
THOMAS P. DE VITA

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 March 18, 2015.


LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CONTRACT 13-C-1
COMPETITIVE CONTRACTING PROCUREMENT OF
CUSTOMER INFORMATION SYSTEM (CIS)
AND RELATED PROFESSIONAL SERVICES**

CHANGE ORDER NO. 1

**PVWC'S DIRECTOR OF PURCHASING'S
MEMORANDUM DATED MARCH 2, 2015**

**PVWC'S CHIEF FINANCIAL OFFICER'S
MEMORANDUM DATED FEBRUARY 25, 2015
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

Passaic Valley Water Commission

Inter-Office Memorandum

From: Purchasing Department

March 2, 2015

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

Re: Contract 13-C-1 "Customer Information System" – Change Order No. 1

Additional work is required to be performed by Advanced Utility Systems that was not included in the original scope of work (change order and Finance Department memo attached).

The additional costs are on a time and material basis in a not to exceed amount of \$72,500.00. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

Passaic Valley Water Commission

Inter-office Memo

To: President Chrystal Cleaves
Hon. Board of Commissioners

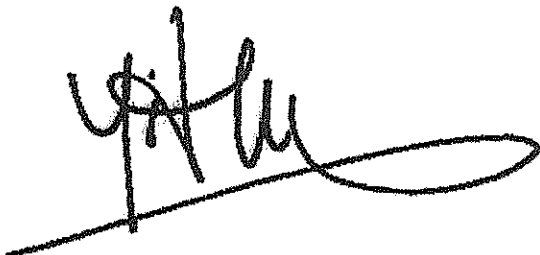
Date: February 25, 2015

From: Yitzchak Weiss, CFO

Re: Recommendation for Change Order

Commissioners, I would like to recommend the attached change order from Advanced Utility Systems for approval. The additional costs are for goods and services not included in the previously approved scope of work, it's on a time-and-materials not-to-exceed basis and the costs appear reasonable considering the nature and scope of additional work involved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Yitzchak Weiss', with a long horizontal flourish extending to the right.

Yitzchak Weiss, CPA
Comptroller/CFO

cc: George T. Hanley Esq., General Counsel
Joseph A. Bella, Executive Director

Passaic Valley Water Commission
CIS Infinity Change Order

Date: Feb 25, 2015

Change ID: Change Order

Description: Passaic – Go Live Extension and Additional Travel

Authorization

Advanced Utility Systems is authorized to proceed with the change for the Passaic Valley Water Commission.

Project Role	Team Member	Signature / Date of Signature
PVWC Representative	Yitz Weiss	
		Date:
PVWC Representative	Yitz Weiss	
		Date:
Advanced Project Manager	Sue Martin	<i>Sue Martin</i>
		Date: February 25, 2015

Introduction

The Passaic Valley Water Commission and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on January 7, 2014. The Master Service Agreement and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to the Passaic Valley Water Commission.

Scope

The addition of onsite travel is recommended by Advanced for assistance with the core team testing and training covering timelines in March, 2015. Advanced will cover the hours needed for each of the weeks. Travel costs incurred will be the responsibility of PVWC.

Change Details

Reference	Description	Hours	Cost	Total
	3 additional onsite visits in March	NA	Estimated at \$2500 per trip	\$7500
			SUB TOTAL	\$7500

PVWC has also requested an extension of four weeks to the implementation schedule to accomplish final third party vendor activities and provide assurance that their end to end processes are validated and End Users comfortable using the system.

In order to satisfy this, Advanced proposes the following change order:

- 4 weeks extension of Go Live date. (March 22, 2015 to new date of April 20, 2015) = 300 hours @ hourly rate off \$175 = \$52,500
- Additional Travel Budget increase during the extension for 5 Onsite Visits @ \$2500 each = \$12,500 to assist with Testing and Training and on the job learning of daily business rules with CIS Infinity and Add On products (Mobile and Link) along with presence on New Go Live date
- Additional Refresh of Data and Validation

Change Details

Reference	Description	Hours	Cost	Total
	Additional Travel Costs for 3 Trips in March		\$2500 each	\$7,500
	4 week Go Live extension	300	\$175/hour	\$52,500
	Travel Increase of 5 onsite visits for Extension		\$2500 each	\$12,500
			SUB TOTAL	\$65,000

Total Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost (\$USD)
Additional Travel Costs for 3 Trips in March		\$7,500
Go Live Extension of 4 weeks	300	\$52,500
Travel Budget Increase - 5 visits at \$2500 each		\$12,500
GRAND TOTAL		\$72,500

Payment of \$52,500 will be invoiced immediately on signing of this change order. The travel Budget costs totaling \$20,000 will be added to the existing travel budget.

* Net of applicable taxes and associated expenses

Please note that these hours represent the time to successfully complete the required changes for the Passaic Valley Water Commission.

PASSAIC VALLEY WATER COMMISSION

**CONTRACT 13-C-1
COMPETITIVE CONTRACTING PROCUREMENT OF
CUSTOMER INFORMATION SYSTEM (CIS)
AND RELATED PROFESSIONAL SERVICES**

CHANGE ORDER NO. 1

PVWC's FINANCIAL CERTIFICATION SHEET

EXHIBIT B

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:

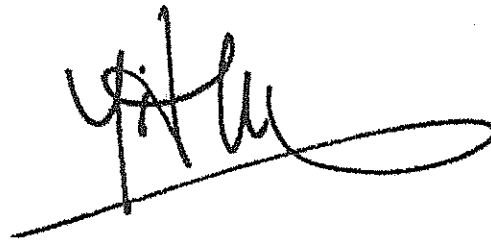
Professional Services for Project # 13-C-1 – Professional Services for CIS Software Implementation. (Advanced Utility Systems, a division of Harris Utilities).

Amount of Project or Contract not to exceed: **\$72,500**

1. Acct #: 001-0901-419.95-07 **BUDGET 2015**

Other Comments: **Capital project**

Date of Certification: February 25, 2015



Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

RESOLUTION: 15-23
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT WITH BRICK
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR ANALYTICAL
LABORATORY SERVICES
DATE OF ADOPTION: MARCH 18, 2015

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

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, the Passaic Valley Water Commission (the "PVWC") has authorized procurement of analytical laboratory services for Metals, Inorganics, Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's), MIB and Geosmin, and Chlorates, ("Laboratory Services") through a shared services agreement with the Brick Township Municipal Utilities Authority (the "Authority"); and

WHEREAS, a copy of a memorandum from PVWC's Director of Purchasing dated February 23, 2015, and from the PVWC's Laboratory Manager with attached correspondence from the Authority (both dated February 19, 2015), along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Laboratory Services shall be provided by the Authority in accordance with the form of shared services agreement including Technical Specification Sections 02100, 02101 02102 and 02103 attached thereto as Appendix A (collectively the "Agreement"), and a copy of the Agreement is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Laboratory Manager, and Director of Purchasing; (and General Counsel, as to form and legality), and is recommended for acceptance; and

WHEREAS, goods and services provided by the Authority and payment for same shall be in accordance with the Agreement with reimbursement to be on a take-and-pay basis, not to exceed a total of \$214,830.00 over the 2-year Term of the Agreement; and

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

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof, or any subdivision thereof; and PVWC and the Authority are such entities; and

WHEREAS, PVWC and the Authority have determined that the public health, safety, and welfare of the customers of PVWC and customers of the Authority can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Laboratory Services;

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with any "agency or authority", inter alia, or subdivisions thereof, and PVWC and the Authority are such entities;


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

1. That PVWC hereby authorizes and awards the Agreement with the Authority in connection with Laboratory Services; all as set forth hereinabove in a total amount not to exceed \$214,830.00; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intentions of this Resolution and the Agreement 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>	_____	_____	_____
KOLODZIEJ, G.	<u> X </u>	_____	_____	_____
BAZIAN M.	_____	_____	_____	<u> X </u>
DE VITA, T.	_____	_____	_____	<u> X </u>
CLEAVES, C.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRISTAL CLEAVES




Secretary
THOMAS P. DE VITA

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 March 18, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

**PVWC DIRECTOR OF PURCHASING'S
MEMORANDUM DATED FEBRUARY 23, 2015**

**PVWC LABORATORY MANAGER'S MEMORANDUM
AND AUTHORITY (BTMUA)'S CORRESPONDENCE
(BOTH DATED FEBRUARY 19, 2015)**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 23, 2015

FROM: Purchasing Department

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

RE: **Shared Services Agreement
Laboratory Services for Metals, Inorganics, Volatile Organic
Compounds, Haloacetic Acids, MIB and Geosmin, and Chlorates**

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

Brick Township Utilities Authority has submitted a proposal for a two (2) year period in an amount not to exceed **\$214,830.00**.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey

Memo

To: Jim Duprey
From: Dr. David Prinitis, Laboratory Manager
Date: February 19, 2015
Re: Recommendation to use Brick Utilities for certain Laboratory Contracts in 2015-16

I recommend that we reestablish, upon their expiration, our existing interlocal agreement with Brick MUA for an additional two-year period, with extensions if possible. The several agreements established in previous year are combined into a single new agreement as described in the attached letter from Brick MUA.

For your information, I have visited the Brick Laboratory, met with their analysts and management, and inspected their instrumentation. Based on these observations, and their history in providing us excellent service in their existing Agreement, I fully believe the Brick Utilities Laboratory is able to fulfill our needs for this testing.

Most of the Laboratory Analyses included in this agreement (e.g., Lead and Copper, Primary/Secondary Contaminants, Trihalomethanes, Haloacetic Acids) are mandated by State and Federal regulations for Safe Drinking Water Act compliance. We are compelled to perform, or request that an outside lab perform, these analyses according to regulated test methods, on regulatory deadlines, and report all test results to the NJDEP per their regulatory requirements. It is unquestionably to the Commission's advantage to have this agreement in place in order to meet these regulatory requirements, not only for PVWC water systems but for those of our clients.

I believe that the quoted costs for these services are reasonable based on the nature and scope of the work required.

Please contact me at ext. 2045 with any questions you may have on these proposals.
Thank you for your help.



1551 Highway 88 West * Brick, New Jersey 08724-2399
(732) 458-7000 * FAX (732) 836-9170
www.brickmua.com

JAMES F. LACEY, C.P.W.M.
Executive Director

February 19, 2015

Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

Dear Mr. Prantis:

Thank you for the opportunity of providing Passaic Valley Water Commission with a quote for laboratory services. Brick Utilities Laboratory has years of experience in the analytical field and looks forward to continuing to assist you with all your testing needs.

Please see the attached price quote. The quote includes the parameters requested, the price per analysis, total cost per analysis, and a not to exceed total. The total is based on a 2 year contract (2015 and 2016). This should complete the information you requested. Please let me know if you need any other information.

If you have any questions, feel free to contact me at 732-458-7000, x-4240.

Respectfully,


Stephen Naglich
Water Quality Supervisor

cc: J. Maggio, Director of Water Quality
C. Rouse, Laboratory Supervisor

COMMISSIONERS

GEORGE CEVASCO
Chairman

JAMES FOZMAN
Vice Chairman

JAMES C. BAYARD
Secretary

ALLAN E. CARTINE
Treasurer

THOMAS C. CURTIS
Assl. Secretary/Treasurer

ALTERNATES

STACY OLSEN
GREGORY M. FLYNN

BRICK UTILITIES
 THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

1551 Highway 88 West * Brick, New Jersey 08724-2399
 (732) 458-7000 * FAX (732) 836-9170
 www.brickmua.com

JAMES F. LACEY, C.P.W.M.
 Executive Director

2 year contract (2015-2016)

COMMISSIONERS

GEORGE CEVASCO
 Chairman

JAMES FOZMAN
 Vice-Chairman

JAMES C. BAYARD
 Secretary

ALLAN E. CARTINE
 Treasurer

THOMAS C. CURTIS
 Asst. Secretary/Treasurer

ALTERNATES
 STACY OLSEN
 GREGORY M. FLYNN

	Estimated Quantities	Price per Sample	Total Cost
Trihalomethanes (THMs)	250	65	\$16,250.00
Volatile Organic Compounds (VOCs)	150	75	\$11,250.00
Halacetic Acids (HAAs)	1000	70	\$70,000.00
Bromate	75	60	\$4,500.00
Primary Inorganics (entire set)	50	135	\$6,750.00
Secondary Parameters (entire set)	50	200	\$10,000.00
total Iron	500	10	\$5,000.00
Soluble Iron	300	14	\$4,200.00
Total Manganese	500	10	\$5,000.00
Soluble Manganese	300	14	\$4,200.00
Lead- routine turnaround time	1500	10	\$15,000.00
Lead- rush turnaround time (5 days)	200	20	\$4,000.00
Copper- routine turnaround time	1500	10	\$15,000.00
Copper- rush turnaround time (5 days)	200	20	\$4,000.00
MIB/ Geosmin	296	130	\$38,480.00
Chlorate	20	60	\$1,200.00
Total (Not to exceed)			\$214,830.00

The Estimated Quantities and Price per Sample are based off specifications provided by the Passaic Valley Water Commission's Shared Services Agreement for Analytical Laboratory Services – Technical Specifications sections 02100, 02101, 02102 and 02103.

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

FORM OF SHARED SERVICES AGREEMENT

EXHIBIT B

SHARED SERVICES AGREEMENT

Between

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

And

PASSAIC VALLEY WATER COMMISSION

**For Analytical laboratory Services for Metals, Inorganics,
Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's),
Methyl Isoborneol (MIB), and Geosmin, and Chlorates**

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this _____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Brick Township Municipal Utilities Authority having its principal office located at 1551 Highway 88 West, Brick, New Jersey 08724, which entity is a public body of the State of New Jersey, hereinafter referred to as "Authority" and/or "Contractor" (Commission and Authority are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission has decided to contract for Laboratory Services as set forth in the Technical Specifications Section 02100 entitled "Analytical Laboratory Services for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Lead, Copper, Primary Inorganics, Secondary Regulated Contaminants Using NJDEP Approved Methods", Technical Specifications Section 02101 entitled "Analytical Laboratory Services for Volatile Organic Compounds Using USEPA Method 524.2 and Haloacetic Acids Using EPA Method 552.2", Technical Specifications Section 02102 entitled "Analytical Laboratory Services for Methyl Isoborneol (MIB) and Geosmin", and Technical Specifications Section 02103 entitled "Analytical Laboratory Services for Analysis of Water Samples for Chlorate" (collectively referred to herein as the "Laboratory Services"), a copy of each of which is attached hereto as Appendix A to this Exhibit B, and made a part hereof, and the Authority is willing and able to provide the Laboratory Services to the Commission; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof, or any subdivision thereof; and PVWC and the Authority are such entities; and

WHEREAS, PVWC and the Authority have determined that the public health, safety, and welfare of the Customers of PVWC and Customers of the Authority can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Laboratory Services; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with any "agency or authority", inter alia, or subdivisions thereof, and PVWC and the Authority are such entities;

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Authority and the Commission, each for itself, its successors and assigns, if any, do mutually covenant, promise and agree as follows:

**ARTICLE I
DEFINITIONS**

SECTION 101. Definitions.

The following definitions shall apply to and are used in this Agreement:

"Agreement" shall mean the agreement by and between the Authority and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which the administrative offices of the Authority or the Commission are authorized or obligated by law to be closed.

"Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies duly adopted resolution, whichever is later.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of any Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body having competent jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.

- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the Authority and the Authority's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Services" shall mean the Services to be provided by the Authority as set forth in Article II.

"Term of the Agreement" (also referred to herein as "Term") shall mean the Term of the Agreement as set forth in Article III of this Agreement.

SECTION 102. Miscellaneous.

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the words: "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree", "agreements", "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", unless the context specifies otherwise. Any consent or approval required of one of the Parties may be given by an authorized representative of that same Party and any notice or document required to be delivered to one of the Parties shall be delivered to an authorized representative of that same Party. All references to Articles, Sections, and Schedules shall, unless the context specifies otherwise, refer to this Agreement.

**ARTICLE II
SCOPE OF SERVICES**

SECTION 201. Services.

As of the Effective Date of the Agreement, and during the Term of this Agreement, the Authority shall provide the Services as set forth herein.

- a) The Authority shall utilize whatever procedures, personnel, equipment and other resources as are necessary to properly perform Laboratory Services as set forth in this Exhibit B. The technical and other requirements, and stipulated quantities anticipated for the Term of Agreement, shall be as set forth in Technical Specifications Sections 02100, 02101, 02102, and 02103, each of which is attached hereto and made a part hereof as Appendix A.
- b) The Authority shall designate a qualified individual to handle questions, problems and inquiries relating to the Laboratory Services contemplated under this Agreement for the Commission to contact as needed.
- c) The Authority shall employ sufficient persons, to provide the Laboratory Services for the Term of the Agreement, as contemplated herein.
- d) During normal business hours, questions can be directed to Dr. David Prantis, or his successor, Laboratory Manager of the Commission at 973-237-2045.

**ARTICLE III
COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT**

SECTION 301. Commencement of Services.

The Authority shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

SECTION 302. Term of Agreement.

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of two (2) years commencing upon the Effective Date of the Agreement.

**ARTICLE IV
RESPONSIBILITIES OF THE AUTHORITY AND COMPENSATION**

SECTION 401. Authority Responsibilities.

The Authority shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

SECTION 402. Payments to the Authority.

The Authority shall invoice the Commission on a monthly basis for actual Laboratory Services provided by the Authority pursuant to this Agreement. The Parties agree that, reimbursement to the Authority under this Agreement shall be based on the applicable unit prices for the various analyses set forth in Appendix A to this Exhibit B for those analyses ordered in writing by the Commission and satisfactorily performed by the Authority in conformance with Appendix A over the duration of the stipulated Term of Agreement set forth in Article III. The total amount subject to reimbursement to the Authority shall not exceed \$214,830.00. The Commission reserves the right to order some, all, or none of the various stipulated quantities at any time, or times, over the Term of the Agreement. The Authority agrees to make all reasonable efforts to coordinate the scheduling and completion of analyses to accommodate the Commission's requirements.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Laboratory Services rendered by the Authority under this Agreement.

**ARTICLE V
AFFIRMATIVE ACTION REQUIREMENTS**

SECTION 501. Affirmative Action.

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.

SECTION 502. Incorporation of Legal Requirements.

In the event that any contractual provisions which are required by law have been omitted, or in the event that this Agreement fails to properly incorporate the Affirmative Action Requirements of State law, then this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement.

**ARTICLE VI
INSURANCE REQUIREMENTS**

SECTION 601. Comprehensive General Liability Insurance.

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Authority, or any subcontractor or agent or anyone directly or indirectly employed by the Authority, or any and all of the Authority's subcontractors. The policy limits for such insurance shall be not less than \$3,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Party's policy. Policy limits may be supplemented by an excess liability policy or an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 602. Automobile Liability Insurance.

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Parties' policy. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 603. Workers Compensation Insurance.

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Worker's Compensation Insurance, at the Statutory Limits, indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of

coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 604. Right to Subrogation.

Each insurance policy required as set forth in this Article VI shall provide that neither Party, and neither of the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII
DEFAULT AND REMEDIES**

SECTION 701. Default by Any Party.

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the Authority within thirty (30) days after receipt of the invoice. Material obligations directly relating to the health and safety of the public or employees shall require immediate, diligent, and expeditious action by the responsible Party notwithstanding the foregoing.

SECTION 702. Obligation to Perform.

Notwithstanding termination pursuant to Article VIII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The Authority shall also be subject to damages in an amount equal to the costs associated with the Commission re-procuring the Services set forth in this Agreement.

SECTION 703. Non-Waiver.

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.
2. Any payment made by the Commission to the Authority under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the Authority with respect to the Services performed pursuant to this Agreement.

**ARTICLE VIII.
TERMINATION**

SECTION 801. Termination.

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

**ARTICLE IX.
EVENT OF FORCE MAJEURE**

SECTION 901. Event of Force Majeure.

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the Authority or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

ARTICLE X INDEMNIFICATION

SECTION 1001. Indemnification.

The Authority shall defend, indemnify and save harmless the Commission, and the Commission's officers, agents and employees and each and everyone of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the officers, agents and employees of either the Commission or the Authority) resulting from any negligent act or omission or from the willful misconduct of the Authority or any of its officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

ARTICLE XI ASSIGNMENT AND DELEGATION

SECTION 1101. Assignment and Delegation.

The Authority shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Commission, which may be withheld for any reason.

ARTICLE XII MISCELLANEOUS

SECTION 1201. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to

compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

SECTION 1202. Arbitration.

A. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit any such claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Passaic, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association.

B. Notwithstanding the foregoing paragraph, the Parties agree that any breach of this Agreement constitutes irreparable injury for which damages are not an adequate remedy, and they consent to the enforcement of this Agreement by preliminary injunctive relief pending a final award in any arbitration proceeding.

SECTION 1203. Licenses, Permits and Approvals.

In the event that any goods to be purchased or services to be provided with respect to this Agreement requires that one, or both, of the Parties possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, the said Party, or Parties, as applicable, shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

SECTION 1204. Authority to Enter Into Agreement.

Each party represents that it has the corporate and statutory powers and authorization to enter into this Agreement as its legal and binding obligation, and that there is no pending or threatened litigation by or against it that will, or has the potential to, cause a material adverse impact on that Party's performance obligations under this Agreement.

SECTION 1205. Merger Clause.

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

SECTION 1206. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective legal successors and assigns, if any.

SECTION 1207. Modifications.

The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument duly approved and executed by each Party hereto.

SECTION 1208. Severability.

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

SECTION 1209. Availability of Funds.

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform the said Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

SECTION 1210. Notices.

All notices and other communications given by either Party to the other Party shall be in writing and shall be deemed to have been given, if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, or sent by overnight courier, and properly addressed and directed to the Party to receive same at the applicable address set forth in this Agreement. Either Party may designate a change of address, or a different person or entity to which notices shall be given, by delivery of written notice to that effect to the other Party.

SECTION 1211. Filing of Agreement with the Division of Local Governmental Services.

A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for informational purposes in accordance with N.J.S.A. 40A:65-4(3)b.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

ATTEST:

[Seal]

By: _____

**BRICK TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**

By: _____

ATTEST:

[Seal]

By: _____

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

By: _____

CHRYSTAL CLEAVES
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

BE IT REMEMBERED, that on this _____ day of _____, 20__, in the year Two Thousand and _____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CHRYSTAL CLEAVES who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic Valley Water Commission, a Public Body of the State of New Jersey, a Party named in the within instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his name thereto as witness.

Subscribed and sworn to before me,
at _____, New Jersey
the date aforesaid

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF OCEAN :

BE IT REMEMBERED, that on this _____ day of _____, 20___, in the year Two Thousand and _____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the _____ of the Brick Township Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, a Party named in the within instrument; that _____ is the _____ of said Municipal Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Municipal Corporation; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said _____, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Municipal Corporation, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,
at _____, New Jersey
the date aforesaid

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT FOR
ANALYTICAL LABORATORY SERVICES**

**TECHNICAL SPECIFICATIONS
SECTIONS 02100, 02101, 02102 AND 02103**

("LABORATORY SERVICES")

APPENDIX A

SECTION 02100
ANALYTICAL LABORATORY SERVICES
FOR TOTAL IRON, DISSOLVED IRON,
TOTAL MANGANESE, DISSOLVED MANGANESE,
LEAD, COPPER, PRIMARY INORGANICS
SECONDARY REGULATED CONTAMINANTS
USING NJDEP APPROVED METHODS

1.01 GENERAL

- a. Furnish laboratory analysis of Total Lead and/or Total Copper in accordance with NJDEP Approved Methods for each analyte.
- b. Furnish Laboratory analysis of Total Iron and/or Total Manganese in accordance with NJDEP Approved Methods for each analyte.
- c. Furnish Laboratory analysis of Dissolved Iron and/or Dissolved Manganese in accordance with USEPA Approved Methods for each analyte.
- d. Furnish laboratory analysis for Primary and Secondary Regulated Inorganics in accordance with NJDEP Approved Methods for each analyte.
- e. Furnish Laboratory analysis for Bromate using USEPA Method 300.1. Vendor's laboratory MDL must meet the EPA/NJDEP low level requirements.
- f. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Some samples may be obtained from the Commission's source waters whereas other samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- g. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 5.8.405.0. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall work with Dr. David Prantis, Laboratory Manager, to coordinate the details of this electronic file transfer with appropriate representatives, defined by Dr. Prantis, from the LabWorks software provider. This does not exclude the Vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined in this Specification.
- h. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- i. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- j. Technical questions related to this Contract shall be addressed to Dr. David Prantis, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2055 (facsimile) or, *dprantis@pvwc.com* (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or *mpsota@pvwc.com* (email).
- k. The period of this Contract shall be as set forth in the Agreement.

1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

- a. The following information shall be submitted by the Vendor with the Proposal:
- b. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking

Water Act compliance analyses.

- c. Vendor's most recent Method Detection Limit (MDL) studies for each analyte included under this Contract.
- d. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- e. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- f. Documentation of an approved Quality Assurance Program (QAP) describing:
 1. Quality Assurance (QA) Policies
 2. QAP Organization and Responsibility
 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
 4. Sample Custody Procedures
 5. Analytical Procedures
 6. Calibration Procedures & Frequency
 7. Preventative Maintenance
 8. QA Checks and Routines to Assess Precision, Accuracy and MDLs
 9. Data Reduction, Validation and Reporting
 10. Corrective Action
 11. Performance Systems and Audits
 12. QA Reports to Management
 13. Complaints

1.03 SHIPMENTS, PICKUPS AND DELIVERIES

- a. The Vendor shall provide all sample containers, including: formal chain-of-custody forms, labels, sample bottles with preservatives as necessary, packing materials including ice packs, and shipping containers. The Vendor shall be responsible for disposal of entire contents of sample containers.
- b. The Vendor shall be responsible for disposal of entire contents of sample containers.
- c. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of the month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- d. The Vendor shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. At the Vendor's discretion, the Vendor may opt to pick up samples at the Commission location in lieu of shipping. If the Commission does not provide the required notice of changes to the shipping schedule, a rush charge will be applied to all samples that must be analyzed within 14 calendar days or less due to holding time limitations or regulatory requirements. The shipping costs for any shipping events not identified on the monthly sampling and shipping schedule or shipping events in excess of 2 events per week will be paid by the Commission.

1.04 TECHNICAL SPECIFICATIONS

- a. The Vendor shall provide laboratory analysis of all water samples for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Total Lead, Total Copper, Bromate, all Primary regulated contaminants and/or all Secondary regulated contaminants in accordance with NJDEP-approved test methods for which the Vendor holds NJDEP certification.

- b. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.
- c. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Vendor with the Proposal.
- d. The Vendor shall provide routine sample analysis results to the Commission via electronic mail within the calendar time stipulated below based on the date the Vendor receives the samples.
 - 1. 14 consecutive calendar days for all Iron, Lead, Copper, Primary or Secondary analyses;
 - 2. 7 consecutive calendar days for all Manganese analyses.
- e. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Dr. David Prantis, Laboratory Manager, 800 Union Blvd., Totowa, NJ 07512, within 48 hours of the electronic mail reporting.
- f. Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
 - 1. Report Title
 - 2. Purchase Order Number
 - 3. Vendor Contact Information
 - 4. Report Number
 - 5. Commission Contact Information
 - 6. Sample Identification
 - 7. Sample Collection Date/Time
 - 8. Sample Prep/Analysis Date/Time & Analyst Initials
 - 9. Test Method & Notation identifying any method deviations
 - 10. Test Result
 - 11. Test Reporting Units
 - 12. Method Reporting Limit (MRL)
 - 13. Signature and Title of the person(s) authorized to release final results
 - 14. Notation of results whose values are reported outside of quantification limits
- g. Hard copy sample reports shall include Quality Control information including MRL checks, matrix spike, matrix blank and matrix duplicates (and/or field duplicates). Results below the MRL shall also be reported and noted as being below the MRL. In addition, the Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- h. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms or other instrument printouts.
- i. The Commission reserves the right to verify performance of Vendor utilizing samples of known concentrations of any analytes being reported by Vendor.
- j. A portion of Lead and/or Copper testing may be required on a "Rush" basis. Rush requests must be completed, including all reporting described above, within five (5) working days of sample receipt by Vendor.
- k. Where applicable, the Vendor must report test results electronically to the NJDEP by way of the NJDEP's "E2" environmental analysis reporting system. Vendor agrees that all regulatory test results will be reported accurately and in time to meet NJDEP's reporting requirements. Vendor shall bear full responsibility for any and all costs, fines, and penalties associated with incorrect or late reporting of required test results to NJDEP.

1.05 MEASUREMENT AND PAYMENT

- a. Anticipated quantities of analyses are as stipulated in Table 02100-3. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission reserves the right to order some, all, or none of the stipulated quantities listed in Table 02100-3, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- b. The Unit Price submitted shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- c. The Unit Price submitted shall be considered as complete and including all Work required under this Contract.
- d. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- e. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- f. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 calendar day time schedule.

TABLE 02100-1: Primary Inorganics

1074	Antimony
1005	Arsenic
1010	Barium
1075	Beryllium
1015	Cadmium
1020	Chromium
1024	Cyanide
1025	Fluoride
1035	Mercury
1036	Nickel
1045	Selenium
1085	Thallium

TABLE 02100-2: Secondary Parameters

2905	ABS/LAS
1927	Alkalinity
1002	Aluminum
1017	Chloride
1905	Color
1910	Corrosivity
1916	Hardness (as CaCO ₃)
1028	Iron
1032	Manganese
1920	Odor
1050	Silver
1055	Sulfate
1930	Total Dissolved Solids
1095	Zinc

TABLE 02100-3: Stipulated Quantities (Based on a Two-Year Period)

<i>Description</i>	<i>Stipulated Quantity</i>
Bromate	75
Primary Inorganics (entire set)	50
Secondary Parameters (entire set)	50
Total Iron	500
Soluble Iron	300
Total Manganese	500
Soluble Manganese	300
Lead – routine turnaround time	1,500
Lead – rush turnaround time (5 days)	200
Copper – routine turnaround time	1,500
Copper – rush turnaround time (5 days)	200

END OF SECTION 02100

SECTION 02101
ANALYTICAL LABORATORY SERVICES
FOR VOLATILE ORGANIC COMPOUNDS USING EPA METHOD 524.2
AND HALOACETIC ACIDS USING EPA METHOD 552.2

1.01 GENERAL

- a. Furnish laboratory analysis of Trihalomethanes (THMs) and other Volatile Organic Compounds (VOC's) in accordance with USEPA Method 524.2 "Measurement of Purgeable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry".
- b. Furnish laboratory analysis of Haloacetic Acids (HAAs) in accordance with USEPA Method 552.2 "Determination of Haloacetic Acids in Drinking Water by Liquid-Liquid Extraction, Derivatization and Gas Chromatography with Electron Capture Detection".
- c. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- d. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 5.8. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall coordinate the details of this electronic file transfer with appropriate representatives from the LabWorks software provider as specified by Dr. David Pranita, PVWC Laboratory Manager. This does not exclude the vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined elsewhere in this specification.
- e. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- f. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- g. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranita, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranita@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- h. The period of this Contract shall be as set forth in the Agreement.

1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

- a. The following information shall be submitted by the Vendor with the Proposal:
- b. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses in general, and to perform USEPA Methods 524.2 and 552.2 specifically, for all drinking-water contaminants regulated by NJDEP to be analyzed by either of these methods.
- c. Documentation demonstrating Vendor's experience completing VOC and HAA analyses using USEPA Methods 524.2 and 552.2, respectively.
- d. Laboratory's most recent Method Detection Limit (MDL) study data obtained for VOC and HAA contaminants regulated by NJDEP. MDL studies must be conducted according to

procedures laid out in Standard Methods for the Examination of Water and Wastewater, 20th Edition (1999).

- e. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- f. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- g. Documentation of an approved Quality Assurance Program (QAP) including:
 - 1. Quality Assurance (QA) Policies
 - 2. QAP Organization and Responsibility
 - 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
 - 4. Sample Custody
 - 5. Analytical Procedures
 - 6. Calibration Procedures & Frequency
 - 7. Preventative Maintenance
 - 8. QA Checks and Routines to Assess Precision, Accuracy and MDLs
 - 9. Data Reduction, Validation and Reporting
 - 10. Corrective Action
 - 11. Performance Systems and Audits
 - 12. QA Reports to Management
 - 13. Complaints

1.03 SHIPMENTS, PICKUPS AND DELIVERIES

- a. The Vendor shall provide all sampling and shipping materials, including formal chain-of-custody forms, labels, sample vials with preservatives as necessary, and packing materials including ice packs and shipping containers.
- b. The Vendor shall be responsible for disposal of entire contents of sample containers.
- b. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of each month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- c. The Vendor shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. At the Vendor's discretion, the Vendor may opt to pick up samples at the Commission location in lieu of shipping. If the Commission does not provide the required notice of changes to the shipping schedule, a rush charge will be applied to all samples that must be analyzed within 14 consecutive calendar days or less due to holding time limitations or regulatory requirements. The shipping costs for any shipping events not identified on the monthly sampling and shipping schedule or shipping events in excess of 2 events per week will be paid by the Commission.

1.04 TECHNICAL SPECIFICATIONS

- a. Vendor shall provide laboratory analysis of all water samples for VOCs (including THMs) and HAAs in accordance with USEPA Methods 524.2 and 552.2, respectively, upon request by PVWC. PVWC requires the use of Methods 524.2 and 552.2 for continuity. Other analytical methods will not be considered acceptable for this Contract.
- b. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory

Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.

- c. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Vendor with the Proposal.
- d. The Vendor shall provide sample analysis results to the Commission via electronic mail within 48 hours of the end of the analysis holding time, Mondays through Fridays inclusive, excluding Federal Holidays, or within 48 hours of the end of the calendar month, whichever is sooner.
- e. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service Priority Mail (or equivalent) in an opaque sealed envelope addressed to the attention of Mike Psota, PVWC Laboratory, 800 Union Blvd., Totowa, NJ 07512.
- f. Upon request by the Commission, Vendor shall electronically report test results to NJDEP via the DEP "E2" reporting system. Vendor shall report results accurately through this system and in time to meet NJDEP reporting deadlines. Vendor shall accept liability for all fines levied on the Commission by NJDEP for reporting errors, delays, or failures attributable to Vendor's actions or failures to act.
- g. Deliverables for Reports and Final Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
 - 1. Report Title
 - 2. Purchase Order Number
 - 3. Lab Contact Information
 - 4. Report Number
 - 5. Commission Contact Information
 - 6. Sample Identification
 - 7. Sample Collection Date/Time
 - 8. Sample Extraction/Analysis Date/Time & Analyst Initials
 - 9. Test Method & Notation identifying any method deviations
 - 10. Test Result
 - 11. Test Reporting Units
 - 12. MRL for each analyte
 - 13. Printed Name, Signature and Title of the person(s) authorized to release final results
 - 14. Notation of results whose values are reported outside of quantification limits
- h. Hard copy sample reports shall include all Quality Control information called for by the EPA method being performed. Results below the MRL shall also be reported and noted as being below the MRL.
- i. Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- j. Vendor's Minimum Reporting Limit (MRL) for all analytes reported using EPA Method 524.2 must be no greater than 0.50 µg/L.
- k. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms of samples submitted by the Commission for analysis. Each such chromatogram must be signed in ink by the analyst.
- l. The Commission reserves the right to verify performance of Vendor through the use of samples of known analyte concentrations.
- m. The following analytes shall be required for each analysis:
 - 1. THMs by EPA Method 524.2:
 - i) Chloroform
 - ii) Bromodichloromethane

- iii) Dibromochloromethane
 - iv) Bromoform
 - v) Calculated total of the above four trihalomethanes in each sample
2. VOCs by EPA Method 524.2: all compounds listed in Section 1.1 of EPA Method 524.2, rev. 4.1 (1995), except that any compound marked with an asterisk in Section 1.1 of the EPA Method, denoted as "New Compound in Revision 4.0", may be omitted if Vendor cannot reliably meet Commission's requirements for MDL.
3. HAAs by EPA Method 552.2:
- i) Monobromoacetic acid
 - ii) Dibromoacetic acid
 - iii) Monochloroacetic acid
 - iv) Dichloroacetic acid
 - v) Trichloroacetic acid

1.05 MEASUREMENT AND PAYMENT

- a. Anticipated quantities of analyses are as stipulated in Table 02101-1. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission does not anticipate that the analyses will be required on a uniform schedule over the term of this Contract. The Commission reserves the right to order some, all, more, or none of the stipulated quantities listed in Table 02101-1, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- b. The Unit Price submitted by the Vendor shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- c. The analysis of a Field Blank being required by EPA Method 524.2 as a component of the Method's Quality Control parameters, Vendor shall analyze each Field Blank submitted by the Commission with one or more Field Samples at no charge to the Commission.
- d. The Unit Price submitted shall be considered as complete and including all Work indicated, specified or required by the Contract Documents or which can be reasonably inferred therefrom.
- e. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- f. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- g. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 consecutive calendar day time schedule.

TABLE 02101-1: Stipulated Quantities (Based on a Two-Year Period)

1. Trihalomethanes (THMs) analyses	500
2. Volatile Organic Compounds (VOCs) analyses	150
3. Haloacetic Acids (HAAs) analyses	500

END OF SECTION 02101

SECTION 02102
ANALYTICAL LABORATORY SERVICES
FOR METHYL ISOBORNEOL (MIB) AND GEOSMIN

1.01 GENERAL

- a. Furnish laboratory analysis of 2-Methyl Isoborneol (MIB) and Geosmin in accordance with Standard Method 6040D "Solid Phase Micro-extraction" for water samples collected by staff of the Passaic Valley Water Commission's (Commission's) Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey, 07512. Some samples may be obtained from the Commission's source-waters whereas other samples may be obtained from finished drinking water sample locations.
- b. Technical questions related to this Contract should be addressed to Andrea Giallorenzo, Senior Chemist, Passaic Valley Water Commission at: 973-237-2069 (telephone), 973-237-2060 (facsimile) or agiallorenzo@pvwc.com (e-mail).
- c. The period of this Contract shall be as stipulated in the Contract.

1.02 SHIPMENTS, PICKUPS, AND DELIVERIES

- a. Sampling kits shall include: formal chain-of-custody forms, labels, sample bottles, packing materials including ice packs, pre-addressed mailing labels and shipping containers, with instructions for use, so that samples shipped from PVWC will arrive at the Authority's laboratory below the USEPA required temperature limit of 10°C (50°F) in good condition. The Authority shall be responsible for disposal of sample waste and all costs expenses and fees related thereto.
- b. Authority shall utilize a shipping service provider that shall deliver and pick-up samples directly from the designated location at or in the Laboratory at the Little Falls Water Treatment Plant. Authority's shipping service provider shall pick up samples on the same day that the Commission calls for a pickup. Authority's shipping service providers that are unwilling or unable to make all deliveries to and pickups from the Laboratory at the Commission's Little Falls Water Treatment Plant any time during the term of the Contract will not be considered by the Commission to be acceptable. In any and all such events, Authority shall promptly replace said shipping service provider with a shipping service provider acceptable to the Commission and who shall provide required goods and services in conformance with the requirements of the Contract Documents. The Commission reserves the right to change the location for sample pick-up and/or delivery to an alternate location or locations at the Treatment Plant site from time to time during the term of the Contract.

1.03 TECHNICAL REQUIREMENTS

- a. Authority shall provide laboratory analysis of all source-waters, partially treated and or finished potable water samples, for both MIB and Geosmin concentration, in accordance with Standard Method 6040D, "Solid Phase Micro-Extraction."
- b. The Authority shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses. This certification is to remain in effect during the term of this Contract. The Authority agrees to notify the Commission immediately upon any change to the certification status of Authority's laboratory.
- c. The Authority shall also have adequate documented experience completing MIB and Geosmin analyses using either Standard Method 6040D.
- d. The Authority shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by

which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Authority with the Bid.

- e. The Authority shall provide sample analysis results to the Commission via electronic mail within 48 hours of sample receipt by the Authority's laboratory, Mondays through Fridays inclusive, excluding Federal Holidays. From time to time, and on a case-by-case basis, at the sole discretion of the Commission, Authority may be permitted to extend this required turn-around time for samples to a total of no more than 5 days. However, the Authority shall not extend said turn-around time without prior written approval from the Commission for each and every such request.
- f. Authority shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Authority and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Andrea Giallorenzo, Senior Chemist, Passaic Valley Water Commission, 800 Union Boulevard, Totowa, New Jersey 07512.
- g. The Authority shall analyze up to a total of 12 samples per shipment within the 48-hour turn-around basis as described above.
- h. Deliverables for Reports shall be as follows:
 - 1. Final Reports shall be submitted by the Authority to PVWC and shall contain as a minimum each of the following elements:
 - a) Report Title
 - b) Purchase Order Number
 - c) Lab Contact Information
 - d) Report Number
 - e) Commission Contact Information
 - f) Sample Identification
 - g) Sample Collection Date/Time
 - h) Sample Preparation Date/Time and Analyst Identification
 - i) Sample Analysis Date/Time and Analyst Identification
 - j) Test Method and Notation identifying any method deviations
 - k) Test Result
 - l) Test Reporting Units
 - m) Minimum Reporting Limits for each analyte
 - n) Signature and Title of the person(s) authorized to release final results
 - o) Notation of results whose values are reported outside of quantification limits
 - 2. Hard copy sample reports shall include Quality Control information such as MDLs, matrix spike, matrix blank and matrix duplicates, and all other Quality Control data collected as required by Standard Method 6040D plus associated chapters. Results below the MDL shall also be reported and noted as being below the MDL.
 - 3. The Authority shall submit multi-point MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
 - 4. The Commission reserves the right to require Authority to provide the Commission with copies of actual chromatograms, for potential future identification of any other major peaks that may be considered as contributory to taste-and-odor in the source of finished waters.

1.04 MEASUREMENT AND PAYMENT

- a. Anticipated quantities of analyses are as stipulated in the Agreement and outlined in the sample matrix table included in Table 1 entitled "MIB/Geosmin Sample Matrix – 24-Month Testing Schedule" as specified herein, and a copy of Table 1 is attached hereto and made a part hereof. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Authority shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably

inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.

- b. The Unit Price set forth in the Agreement shall be considered as having included sampling kits with formal chain of custody forms, labeling, sample bottles, packing materials and ice packs; furnishing and shipping empty containers to the Commission and shipping samples to the Authority for testing; handling, analyses including 48-hour analysis turn-around as specified elsewhere herein, and disposal of all waste from sampling, preservation and analysis; and providing all other goods and services necessary to complete the Work of this Contract. All shipping shall be included in said Unit Price and shall include postage (US Postal Service First Class, or approved equal), pickup and delivery service with all deliveries and pickups to be directly to and from the designated location in or at the Commission's Laboratory in the Control Building at the Commission's Little Falls Water Treatment Plant.
- c. The Unit Price shall be considered as complete and including all Work required under this Contract. Each analysis shall consist of one combined MIB and Geosmin analysis, and the quantities stipulated in the Agreement are based on the anticipated total number of combined analyses. For example, one combined analysis for both MIB and Geosmin is counted as one analysis. In the event that sample re-testing and re-analysis is required due to error by the Authority, its laboratory, or its shipping service provider, or any combination thereof, Authority shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.

END OF SECTION 02102

TABLE 1: MIB/GEOSMIN SAMPLE MATRIX-24-MONTH TESTING SCHEDULE

24-Month Testing Schedule	Untreated Water		Partially Treated Water			Finished Water				Total Samples per Month	
	101	612	100	Clarifier Train Effluent	Ozone Contactor Effluent	Filter Effluent	LFWTP	Wanaque North	Mixed Supply		Distribution System Sample
SEPTEMBER	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
OCTOBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
NOVEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
DECEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
JANUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
FEBRUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MARCH	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
APRIL	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MAY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
JUNE	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
JULY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
AUGUST	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
SEPTEMBER	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
OCTOBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
NOVEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
DECEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
JANUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
FEBRUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MARCH	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
APRIL	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MAY	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
JUNE	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
JULY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
AUGUST	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
										Total:	296

Notes: 1. Actual starting month for Table 1 will be based on the actual commencement date of the Contract and may shift based on said Contract commencement date. In such case, total samples per each subsequent month beyond the last month listed in Table 1 will be the same as the total samples per month stipulated for the corresponding month of the prior year. This will also apply for any and all approved extensions to the Contract.

2. Sampling locations designated in Table 1 under the heading "Raw Unfinished Water" for Commission designation 101, 612, and 100 refer to Little Falls Water Treatment Plant Head-gate; Pompton River at Wanaque South Pump Station; and at Little Falls Water Treatment Plant intake, respectively.

SECTION 02103
ANALYTICAL LABORATORY SERVICES
FOR ANALYSIS OF WATER SAMPLES FOR CHLORATE

1.01 GENERAL

- a. The Authority shall perform laboratory determination of Chlorate in water samples for PVWC.
- b. The Authority shall furnish laboratory analysis of all water samples (typically finished or partially treated drinking water) for chlorate content, in accordance with EPA Method 300.0, Method 300.1 or equivalent method recognized by the NJDEP.
- c. The Authority's laboratory shall be, and maintain, its New Jersey Department of Environmental Protection (NJDEP) certified laboratory status and certified by NJDEP to perform testing in water for Chlorate. Alternative certification by the USEPA to perform water testing under the UCMR-3 program is also satisfactory.
- d. Authority's pricing shall remain in effect for the duration of the Contract. The number of samples is estimated to be up to twenty (20) per year during the term of this Contract. Reimbursement to the Authority will be on a "take and pay" basis where PVWC reserves the right to order all, some, or none of the stipulated quantities set forth herein.

1.02 SHIPMENTS, PICKUPS AND DELIVERIES

- a. The Authority shall provide sample collection containers, associated sampling materials and instructions, and shipping materials for PVWC to use for this Work.
- b. PVWC will deliver samples to the Authority's laboratory at Authority's expense, using Authority's specified means of shipping. Authority may pick up the samples at PVWC's facility at PVWC's Little Falls Water Treatment plant, Totowa, NJ at the Authority's discretion. In any case all holding times and temperatures specified in the quoted method must be maintained.
- c. The Vendor shall be responsible for disposal of sample container, preserved sample and any associated waste products generated during analysis, and all other contents of sample container.

1.03 TECHNICAL SPECIFICATIONS

- a. Deliverables for Reports shall be delivered to the Commission as follows:
 1. Final Signed Reports including associated quality control data shall be submitted by the Vendor to the Commission, to the attention of David Pranita, 800 Union Blvd, Totowa, New Jersey, 07512, and shall contain as a minimum each of the following elements:
 - a) Report Title
 - b) Purchase Order Number
 - c) Lab Contact Information
 - d) Report Number
 - e) Client Contact Information
 - f) Sample Identification
 - g) Sample Collection Date/Time

- h) Sample Analysis Date/Time & Analyst Initials
 - i) Test Method & Notation identifying any method deviations
 - j) Test Result
 - k) Test Reporting Units
 - l) Test MRL
 - m) Associated Quality Control data
 - n) Signature and Title of the person(s) authorized to release final results.
- b. All deliverables shall be delivered to the Commission by no later than the 14th calendar day from the delivery date of the sample(s) to the Vendor, inclusive of weekends and holidays. This can be achieved via electronic mail or facsimile delivery with follow up hard copy delivered by the 21st day.
- c. Invoices shall be submitted by the Vendor to the Commission at P.O. Box 230, Clifton, New Jersey, 07011, attention: Accounts Payable.
- d. Vendor shall not be permitted to subcontract the quoted work out to any other laboratory without prior written permission from PVWC. Vendor shall only subcontract to a laboratory that is an NJDEP-certified Laboratory and certified to conduct the analysis requested. Vendor shall provide proof of certification for subcontract Laboratory for the time period under which the subcontracted Laboratory will be analyzing samples for PVWC. Sample turn-around time as stipulated shall be met and required deliverables as follows shall be provided to PVWC.

1.04 MEASUREMENT AND PAYMENT

- a. PVWC reserves the right to adjust the number and frequency of samples on an as-required basis. Vendor shall provide all goods and services as specified or required by the request for price quote, or which can be reasonably inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.
- b. The Unit Price submitted by the Vendor shall be considered as having included all items discussed in this document including any quality control analyses that may be required by the quoted method.

END OF SECTION 02103

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

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: **Shared Services Agreement**
Brick Township Municipal Utilities Authority

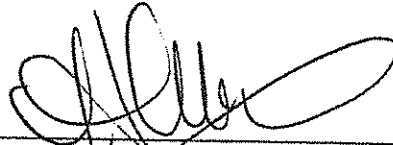
Amount of Project or Contract: \$ 214,830.00

1. Acct: # 001-3502-4425-70-03 Purchases / Lab Water Analysis

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year - Contract Commencing: March 2015
Laboratory Services

Date of Certification: 02/23/2015 Certified: \$ 214,830.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION: 15-24
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC, and the said six-month maintenance contract is due for renewal on April 1, 2015; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated March 2, 2015 recommending renewal of the maintenance contract with Sungard Public Sector (hereinafter the "Contract") in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, a copy of the Contract, which commences April 1, 2015 and ends on or about September 30, 2015 in the total amount of \$54,772.98 (and including a breakdown of applications and related fees), is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced correspondence and Contract and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed Contract as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as Exhibit C; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of Sungard Public Sector (the "Awardee") with regard to the Contract at this time;

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

1. That PVWC hereby awards a six-month Contract commencing as of April 1, 2015, for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$54,772.98; 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
SANCHEZ, R.	<u>X</u>	---	---	---
LEVINE, J.	<u>X</u>	---	---	---
GRADDY, R.	<u>X</u>	---	---	---
KOLODZIEJ, G.	<u>X</u>	---	---	---
BAZIAN M.	---	---	---	<u>X</u>
DE VITA, T.	---	---	---	<u>X</u>
CLEAVES, C.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



**President
CHRystal CLEAVES**



**Secretary
THOMAS P. DE VITA**

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 March 18, 2015.


**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

**RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED MARCH 2, 2015**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO


DATE: March 2, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **System Software Semi-Annual Maintenance**

Our six (6) month maintenance contract with Sungard Public Sector is due for renewal on April 1, 2015 (breakdown of applications and fees for each is attached). The total amount for renewal is \$54,772.98. The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

PASSAIC VALLEY WATER COMMISSION
RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM

SUNGARD PUBLIC SECTOR'S
MAINTENANCE CONTRACT DATED APRIL 1, 2015

EXHIBIT B

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	96307	25/Feb/2015	1 of 3

Bill To: Passaic Valley Water
 1525 Main Avenue
 CLIFTON, NJ 07011
 United States
 Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
 1525 Main Avenue
 CLIFTON, NJ 07011
 United States
 Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	27/Mar/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No: 00000814;0				
23	Selectron Credit Card Payment I/F - CIS Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	252.35	252.35
24	CIS Voice Response Interface - Selectron Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	638.60	638.60
Contract No: 00001293				
22	QRep End User Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	133.90	133.90
Contract No: 090324				
0	QRep Catalogs for K1 & KL Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	2.00	162.84	325.68
Contract No: 09776				
1	OnePoint Point of Sale Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	885.13	885.13
Contract No: 20041068				
	CIS Voice Response Selectron Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	868.63	868.63
Contract No: 20040233				
	NAVI - Continuing Property Records Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	6,277.12	6,277.12
	NAVI - WorkOrders/Fac.Mgmt. Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	0.00	0.00
	NAVI - Cash Receipts Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	1,611.62	1,611.62
	NAVI - Customer Information Systems Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	12,890.86	12,890.86
	NAVI-GMBA Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	6,348.15	6,348.15
	Navilire Land/Parcel Management Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	1,682.64	1,682.64

Page Total 31,914.68

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	96307	25/Feb/2015	2 of 3

Bill To: Passaic Valley Water
 1525 Main Avenue
 CLIFTON, NJ 07011
 United States
 Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
 1525 Main Avenue
 CLIFTON, NJ 07011
 United States
 Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	27/Mar/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
11	NAVI-Accounts Receivable Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	2,242.61	2,242.61
12	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	3,485.47	3,485.47
13	NAVI-Payroll/Personnel Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	2,207.10	2,207.10
14	NAVI-DMS- Document Management Services Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	530.25	530.25
15	Catalogs for: CPJ,GRJ,CXJ,GMJ,LXJ,MRJ,PIJ,PRJ,WVJ Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	9.00	163.36	1,470.24
Contract No: 20040668				
16	Click2Gov Core Module Embedded (2) Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	901.41	901.41
17	Click2Gov Customer Information Module Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	2,805.32	2,805.32
Contract No: 20040771				
18	NAVI - Contact Management Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	4,220.26	4,220.26
19	Q-Rep Web Intranet Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	20.00	30.69	613.80
Contract No: 9900189				
	QRep Administrator Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	170.46	170.46
	QRep End User Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	3.00	170.46	511.38
Contract No: 9900648				
	Retrofit Modification Option Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	21.00	50.00	1,050.00
Page Total				20,208.30

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	96307	25/Feb/2015	3 of 3

Bill To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	2181LG Passaic Valley Water		USD	NET30	27/Mar/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
----	-------------------------------	-------	------	----------

Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	52,122.98
Sales Tax	0.00
Invoice Total	52,122.98
Payment Received	0.00
Balance Due	52,122.98

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	96363	25/Feb/2015	1 of 1

Bill To: Passaic Valley Water
 1525 Main Avenue
 CLIFTON, NJ 07011
 United States
 Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
 1525 Main Avenue
 CLIFTON, NJ 07011
 United States
 Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	27/Mar/2015

No.	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 20020713				
1	Electronic Learning Pass (HELP) Card-LF Maintenance Start: 01/Apr/2015, End: 30/Sep/2015	1.00	2,650.00	2,650.00
Page Total				2,650.00

Bill Payment To: SunGard Public Sector Inc
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	2,650.00
Sales Tax	0.00
Invoice Total	2,650.00
Payment Received	0.00
Balance Due	2,650.00

PASSAIC VALLEY WATER COMMISSION
RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM
PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

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 : **Sungard Public Sector**

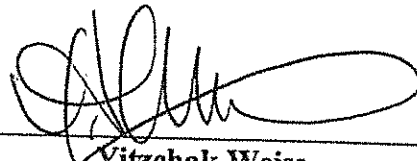
Amount of Project or Contract: \$ 54,772.98

1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

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

Other comments: Six (6) Contract Commencing: April 2015
System Software Semi-Annual Maintenance

Date of Certification: 03/02/2015 Certified: \$ 54,772.98



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION: 15-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, on February 24, 2015 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-3 "Flocculation Aid Dry Polymer"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Polydyne, Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, based on the estimated quantity of 303,000 pounds, in the amount of \$371,781.00; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and attached is a copy of a memorandum dated March 2, 2015 regarding this Contract; and

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; 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. 15-B-3 "Flocculation Aid Dry Polymer" in the total amount of \$371,781.00 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 15-B-3 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>	---	---	---
KOLODZIEJ, G.	<u>X</u>	---	---	---
BAZIAN M.	---	---	---	<u>X</u>
DE VITA, T.	---	---	---	<u>X</u>
CLEAVES, C.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES




Secretary
THOMAS P. DE VITA

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 March 18, 2015.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 2, 2015
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Contract 15-B-3 "Flocculation Aid Dry Polymer"-Two Bids Received

Two bids were received on February 24, 2015 for Contract 15-B-3 "Flocculation Aid Dry Polymer".

The Law Department has requested that an explanation be provided regarding why only two (2) bids were received for the above-referenced re-bid Contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the Contract and for the Re-Bid of this Contract. In addition, three entities purchased sets of bid documents prior to the stipulated bid date. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. The Work required by the Contract Documents is highly specialized in nature, thereby limiting the number of bidders qualified and capable of performing the required Work.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO


DATE: March 2, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 15-B-3 Flocculation Aid Dry Polymer**

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 two (2) bids received, the lowest responsive and responsible proposal was submitted by **Polydyne, Inc.**, of Riceboro, Georgia, in the amount of **\$371,781.00**.

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: **15-B-3 Polydyne, Inc.**

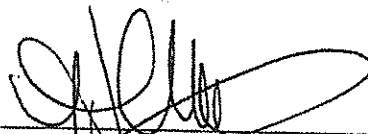
Amount of Project or Contract: \$ 371,781.00

1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year Contract Commencing: March 2015
Flocculation Aid Dry Polymer

Date of Certification: 03/02/2015 Certified: \$ 371,781.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-3
 Flocculation Aid Dry Polymer

Bids Received: February 24, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
George S. Coyne Chemical Co., Inc. 3015 State Road Croydon, Pennsylvania 19021 <u>pleffler@coynechemical.com</u>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	Unit Cost \$1.5713 **Altered Quantity on Bid Document \$62,852.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Polydyne, Inc. One Chemical Plant Road Riceboro, Georgia 31323 <u>polybidpnt@snfhc.com</u>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	Unit Cost \$1.227 \$371,781.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION; 15-26
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, on March 3, 2015 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-5 "Furnish and Deliver Makeup Filter Media"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Calgon Carbon Corporation of Moon Township, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$413,168.50; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and attached is a copy of a memorandum dated March 4, 2015 regarding this Contract; and

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; 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. 15-B-5 "Furnish and Deliver Makeup Filter Media" in the total amount of \$413,168.50 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 15-B-5 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>	---	---	---
KOLODZIEJ, G.	<u>X</u>	---	---	---
BAZIAN M.	---	---	---	<u>X</u>
DE VITA, T.	---	---	---	<u>X</u>
CLEAVES, C.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



 President
CHRYSAL CLEAVES

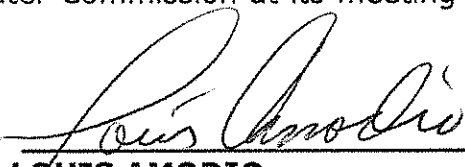


 Secretary
THOMAS P. DE VITA

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 March 18, 2015.



LOUIS AMODIO
 Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 4, 2015

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Contract 15-B-5 "Furnish and Deliver Makeup Filter Media"-Two Bids Received

Two bids were received on March 3, 2015 for Contract 15-B-5 "Furnish and Deliver Makeup Filter Media".

The Law Department has requested that an explanation be provided regarding why only two (2) bids were received for the above-referenced Contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the Contract. In addition, four entities purchased sets of bid documents prior to the stipulated bid date. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. The Work required by the Contract Documents is highly specialized in nature, thereby limiting the number of bidders qualified and capable of performing the required Work.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 3, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 15-B-5**
Furnish and Deliver Makeup Filter Media

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 two (2) bids received, the lowest responsive and responsible proposal was submitted by **Calgon Carbon Corporation**, of Moon Township, Pennsylvania in the amount of **\$413,168.50**

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: **15-B-5 - Calgon Carbon Corporation**

Amount of Project or Contract: \$ 413,168.50

1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year - Contract Commencing: March 2015
Furnish and Deliver Makeup Filter Media

Date of Certification: 03/03/2015 Certified: \$ 413,168.50



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

Bids Received: March 3, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Calgon Carbon Corporation 500 Calgon Carbon Drive Pittsburh, Pennsylvania 15205 <u>nsullivan@calgoncarbon.com</u>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$413,168.50	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Prominent Systems, Inc. 8910 Lawndale Street - Unit E Houston, Texas 77012 <u>dan@prominentinc.com</u>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$435,225.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Unifilt Corporation P.O. Box 614 Elwood City, Pennsylvania 16117 <u>inocera@unifilt.com</u>	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Cabot Norit Americas, Inc. 3200 University Avenue Marshall, Texas 75670 <u>howard.yerger@cabotcorp.com</u>	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTIONS: 15-27
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADY**

WHEREAS, on March 3, 2015 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-6 "Roll-Off Container-Trash Removal Services"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Bella Cleaning & Carting, LLC of Ridgewood, New Jersey (the "Awardee") with respect to said bid, in the amount of \$69,880.00; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and attached is a copy of a memorandum dated March 4, 2015 regarding this Contract; and

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; 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. 15-B-6 "Roll-Off Container-Trash Removal Services" in the total amount of \$69,880.00 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 15-B-6 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>	---	---	---
KOLODZIEJ, G.	<u>X</u>	---	---	---
BAZIAN M.	---	---	---	<u>X</u>
DE VITA, T.	---	---	---	<u>X</u>
CLEAVES, C.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



**President
CHRYSAL CLEAVES**

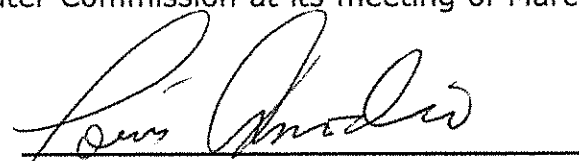


**Secretary
THOMAS P. DE VITA**

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 March 18, 2015.



**LOUIS AMODIO
Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 4, 2015
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Contract 15-B-6 "Roll-Off Container-Trash Removal Services"-Two Bids Received

Two bids were received on March 3, 2015 for Contract 15-B-6 "Roll-Off Container-Trash Removal Services".

The Law Department has requested that an explanation be provided regarding why only two (2) bids were received for the above-referenced re-bid Contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the Contract. In addition, five entities purchased sets of bid documents prior to the stipulated bid date. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO


DATE: March 3, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 15-B-6**
Roll-Off Container Trash Removal Services

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 two (2) bids received, the lowest responsive and responsible proposal was submitted by **Bella Cleaning & Carting, LLC**, of Ridgewood, New Jersey, in the amount of **\$69,880.00**

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: **15-B-6 - Bella Cleaning & Carting, LLC**

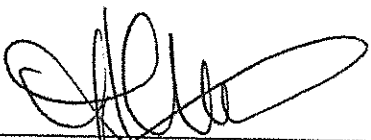
Amount of Project or Contract: \$69,880.00

1. Acct: # 001-2002-423-70-14 Purchases / Garbage Disposal

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year Contract Commencing: March 2015
Roll-Off Container Trash Removal Services

Date of Certification: 03/03/2015 Certified: \$ 69,880.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-6
Roll-Off Container Trash Removal Services

Bids Received: March 3, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Progressive Waste Solutions 99 Wood Avenue South - Suite 1001 Iselin, New Jersey 08830 ikopyta@iesi.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Superior Waste & Carting, Inc. 634 Route 303 Blauvelt, New York 10913 info@superiorwastandcarting.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Bella Cleaning & Carting 9 Prospect Street Ridgewood, New Jersey 07450 bellacleanouts@gmail.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$69,880.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Gaeta Recycling 278-282 West Railway Avenue Paterson, New Jersey 07503 ralphs@gaetarerecycling.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$91,460.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Cavalier Env. Compliance Svcs. 482 Houses Corner Road Sparta, New Jersey 07871 cgeorge@cecsnj.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 15-28
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 18, 2015

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: **KOLODZIEJ**

Seconded by Commissioner: **GRADDY**

WHEREAS, on February 10, 2015 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-24 "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System"; and

WHEREAS, said bids have been reviewed by Gluck Walrath, LLC (Gluck Walrath) of Trenton, New Jersey, the Commission's legal 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, on the basis of technical review by PVWC's staff, Gluck Walrath has indicated that the Contract can be awarded to Card Choice Merchant Services, LLC of Fairfield, New Jersey (the "Awardee") with respect to said bid in the amount of \$379,500.00 (\$189,750.00 annually), and the Executive Director, the Chief Financial Officer, Director of Engineering, and Director of Purchasing; (and PVWC's General Counsel as to form and legality); concur with Gluck Walrath's recommendations concerning award of said contract; and

WHEREAS, a copy of Gluck Walrath's correspondence dated March 9, 2015 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:

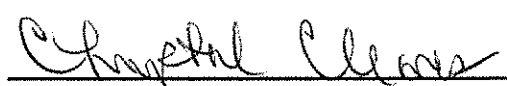
1. That Contract No. 15-B-24 "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System" in the total amount of \$379,500.00 in connection with the above described goods and services, is hereby awarded to the Awardee.

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 15-B-24 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>	_____	_____	_____
KOLODZIEJ, G.	<u> X </u>	_____	_____	_____
BAZIAN M.	_____	_____	_____	<u> X </u>
DE VITA, T.	_____	_____	_____	<u> X </u>
CLEAVES, C.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRYSTAL CLEAVES




Secretary
THOMAS P. DE VITA

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 March 18, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 2, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 15-B-24**
Electronic Payment System

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 **Card Choice Merchant Services, LLC** of Fairfield, New Jersey, in the amount of **\$379,500.00** (\$189,750.00 annually).

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: **15-B-24 - Card Choice Merchant Services, LLC**

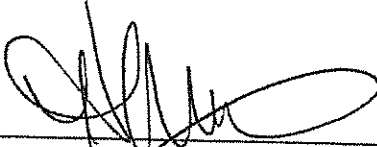
Amount of Project or Contract: \$ 379,500.00

1. Acct: # 001-0601-416-72-25 Credit Card Services

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year Contract Commencing: March 2015
Electronic Payment System

Date of Certification: 03/02/2015 Certified: \$ 379,500.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb



MEMORANDUM

TO: Linda Beckering
DATE: March 9, 2015
FROM: Howard J. Eichenbaum cc: Jim Duprey, George Hanley
SUBJECT: Passaic Valley Water Commission
Contract 15-B-24 Card Payment-Bid Evaluation

Pursuant to your request, we have reviewed the responses to RFP for Credit Card Services for the above contract. Responses were received from the following entities: (1) Card Choice Merchant Systems LLC, (2) API Universal Payments, and (3) Capital One Bank.

Each entity responded to the various questions and as you indicated that the Commission reviewed each response for being a compliant bid and determined that each is materially compliant, we did not do so. Many of the questions and responses were technical in nature, relating to the services to be performed, which are not legal in nature and we assume have all been answered to the satisfaction of the Commission.

One of the primary terms of the bid was the annual and biannual price that would be charged by the vendor if the maximum number of charges occurred, even though the fees payable would be based on actual usage. These bids were as follows:

Vendor	Annual	Biannual	Setup Fee
Card Choice Merchant Systems LLC	\$189,750	\$ 379,750	0
API Universal Payments	302,621	605,242	0
Capital One Bank	836,450	1,272,900	1,940.55

Two of the companies seemed to be much larger than the third, and had proposals that seemed more impressive. However, the third company has been performing this service for the Commission for the last several years satisfactorily. Based on the foregoing, it is recommended that the contract be awarded to Card Choice.

Please contact us if there are any questions. Thank you.

Contract # 15-B-24
Electronic Pasyment System

Bids Received: February 10, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Card Choice Merchant Services 75 Lane Road Fairfield, New Jersey 07004 rmcgrogan@cardchoice.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed N/A \$	\$379,500.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Billitrust 8595 Prairie Trail Drive Englewood, Ohio 80112 msavage@billitrust.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Paymentus Corporation 13024 Ballantyne Corp Pl Ste 450 Charlotte, North Carolina 28277 phalis@paymentus.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
First Billing Services 10510 Springboro Pike Miamisburg, Ohio 45342 lsommers@firstbilling.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Kubra Data Transfer Ltd. 2961 Sidco Drive Nashville, Tennessee 37204 jordon.khamra@kubra.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Contract # 15-B-24
Electronic Pasyment System

Bids Received: February 10, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
WEX, Inc. 97 Darling Avenue South Portland, Maine 04106 chris.mcveety@wexinc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Capital One, NA 710 Route 46 Fairfield, New Jersey 07004 wayne.kuss@capitalone.com	<input checked="" type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$	\$1,672,900.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
ACI Worldwide 650 College Road East - 2nd Floor Princeton, New Jersey 08540 christa.jusiewicz@aciworldwide.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$	\$605,242.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Utilitec 1911 Woodslee Drive Troy, Michigan 48063 cmacres@utilitec.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Invoice Cloud 35 Braintree Hill Office Park Braintree, Massachusetts 02184 sevrard@invoicecloud.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Bids Received: February 10, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Govolution LLC 2000 No. 14th Street Suite 600 Arlington, Virginia 22201 gjackson@gvolution.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Collector Solutions, Inc. 316 S. Baylen Street - Suite 590 Pensacola, Florida 32502 bernardj@collectorsolutions.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
MasterCard- US Markets 1401 Eye Street NW - Suite 1030 Washington, DC 20005 ethan.carr@mastercard.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
American Express 18 Lester Avenue Westwood, New Jersey 07675 David.a.rein@aexp.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
JP Morgan 300 Carnegie Center - Suite 120 Princeton, New Jersey 08540 valeria.cappucci@jpmorgan.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Contract # 15-B-24
Electronic Payment System

Bids Received: February 10, 2015

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Creditron 2265 Upper Middle Road East Oakville, Ontario, Canada L6H 0G5 lopie@creditron.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond 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.
USAS Technologies 197 Route 18 - Suite 304 East Brunswick, New Jersey 08816 Sylvain.Simard@usastechnologies.co	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.
Milogik, Inc. 580 Herndon Parkway - Suite 300 Herndon, Virginia 20170 landerson@milogik.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.
	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.