

**RESOLUTION NO. 15-101
PASSAIC VALLEY WATER COMMISSION**

“SERIES 2015 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING AND AMENDING CERTAIN PROVISIONS OF THE PASSAIC VALLEY WATER COMMISSION’S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED, AND AS SUPPLEMENTED BY SERIES 2015 SUPPLEMENTAL RESOLUTION NO. 1 DATED JULY 15, 2015 PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$12,500,000 PRINCIPAL AMOUNT OF SERIES 2015 WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS OF THE COMMISSION AND DETERMING VARIOUS MATTERS PERTAINING THERETO”

ADOPTED SEPTEMBER 16, 2015

WHEREAS, on May 27, 1992, the Passaic Valley Water Commission (the “Commission”) adopted a resolution entitled, “Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of the Passaic Valley Water Commission,” as amended and supplemented (the “General Bond Resolution”) providing for, among other things, the construction, acquisition, improvement or replacement of all or any part of the Commission’s water supply System and the issuance of obligations to provide for the payment of the costs of construction, acquisition or leasing of any project; and

WHEREAS, pursuant to and in accordance with Sections 802(7) and 806 of the General Bond Resolution, the Commission adopted a resolution on July 15, 2015 (the “2015 Supplemental Resolution”) supplementing the General Bond Resolution entitled “SERIES 2015 SUPPLEMENTAL RESOLUTION NO. 1 SUPPLEMENTING AND AMENDING CERTAIN PROVISIONS OF THE PASSAIC VALLEY WATER COMMISSION’S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$12,500,000 PRINCIPAL AMOUNT OF SERIES 2015 WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS OF THE COMMISSION AND DETERMING VARIOUS MATTERS PERTAINING THERETO” authorizing the issuance of not more than \$12,500,000 of the Commission’s Water System Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”) in order (i) to provide for, inter alia, the refunding of all or a part of the Commission’s

Water System Revenue Refunding Bonds, Series 2005 and Water System Revenue Bonds, Series 2007; (ii) to fund the Bond Reserve Fund for the Series 2015 Bonds in an amount needed to equal to the Bond Reserve Requirement; and (iii) to pay certain costs and expenses incidental to the issuance and delivery of the Series 2015 Bonds including, but not limited to, costs associated with the 2015 Bond Insurance Policy, as hereinafter defined; and

WHEREAS, the Commission has received a bond insurance commitment letter from Build America Mutual Assurance Company (the "Commitment Letter") to insure the 2015 Bonds; and

WHEREAS, in accordance with the provisions of the General Bond Resolution and the 2015 Supplemental Resolution, the Commission desires to amend the Resolution to include the terms of the Commitment Letter.

NOW, THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION, and the Commissioners thereof, as follows:

ARTICLE I

Definitions and Interpretations

Section 101. Short Title. This resolution may hereinafter be cited by the Commission and is hereinafter sometimes referred to as the "2015 Insurance Resolution," and together with the General Bond Resolution and the 2015 Supplemental Resolution, are sometimes referred to herein as the "Resolution."

Section 102. Authorization for 2015 Insurance Resolution. This 2015 Insurance Resolution is authorized pursuant to the provisions of the 2015 Supplemental Resolution.

Section 103. Definitions. Wherever used or referred to in this 2015 Insurance Resolution, all words or terms which are defined or referred to in the General Bond Resolution or the 2015 Supplemental Resolution except the words or terms which are defined herein unless a different meaning clearly appears from the context, have the meanings given or ascribed to such words and terms, respectively, in the General Bond Resolution or the 2015 Supplemental Resolution.

(a) "2015 Bond Insurer" or "BAM" shall be defined as follows: Build America Mutual Assurance Company, or any successor thereto.

(b) “Insured Obligations” shall mean the Passaic Valley Water Commission Water Supply System Revenue Refunding Bonds, Series 2015 which are insured by the Policy.

(c) “Issuer” shall mean the Passaic Valley Water Commission.

(d) “Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

(e) “Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

(f) “Security Documents” shall mean the Resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

ARTICLE II

Bond Insurance

Section 201. Bond Insurance. Build America Mutual Assurance Company is hereby designated the 2015 Bond Insurer with respect to a municipal bond insurance policy (the “Policy”) which will guarantee payment of the principal of and interest on the Series 2015 Bonds as specified therein As a means to further secure the payment of the principal and interest on the Series 2015 Bonds, and in consideration for the issuance of the Policy by the 2015 Bond Insurer, for so long as any Series 2015 Bond shall remain

outstanding and the Policy relating thereto shall be in effect and the 2015 Bond Insurer remains in compliance with its obligations under said Policy, and unless waived in writing by the 2015 Bond Insurer, notwithstanding any provision in the General Bond Resolution to the contrary, the Commission shall comply with the following provisions:

- 1) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 1 World Financial Center, 27th Floor, 200 Liberty Street, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

- 2) Defeasance. The investments in the defeasance escrow relating to Insured Obligations shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

Prior to any defeasance with respect to the Insured Obligations, the Issuer shall notify BAM of a proposed refunding of Insured Bonds and promptly after issuance deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

- a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

- b) The Issuer will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.
 - c) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.
- 3) Trustee and Paying Agent. BAM shall receive written notice of any name change of the trustee (the “Trustee”) or, if applicable, the paying agent (the “Paying Agent”) for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent.
- 4) Amendments, Supplements and Consents. The Issuer shall send copies of any amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.
- a) *Consent of BAM in Addition to Bondholder Consent.* Any amendment, supplement, modification to, or waiver of, any of the Security Documents that (1) requires the consent of holders of the Insured Obligations or (2) under Section 802(10) of the General Bond Resolution which adversely affects the rights or interests of BAM or security for the Insured Bonds shall be subject to the prior written consent of BAM.
 - b) *Consent of BAM in the Event of Insolvency.* In the event of any reorganization or liquidation of the Issuer, BAM shall have the right to vote on behalf of all holders of the Insured Obligations absent a continuing failure by BAM to make a payment under the Policy.
 - c) *Consent of BAM Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived by the Insured bondholders without BAM’s written consent.
 - d) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured

Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

- e) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration of the Insured Bonds.
 - f) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
 - g) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).
- 5) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

6) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Insured Obligations.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

- a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

- b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, and (iii) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise.

Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent and Trustee agree for the benefit of BAM that:

- a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and
- b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such

rights to the amount of such principal and interest.

- 7) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually.

- 8) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any.
- 9) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.
- 10) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.

I

ARTICLE III

Additional Acts; Miscellaneous; Effective Date

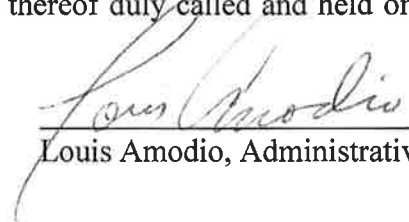
Section 301. Additional Acts. The President, Vice President and/or Executive Director and any other official of the Commission, and the staff, consultants and professionals of the Commission, and the Trustee, are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate and ratify the terms of the General Bond Resolution in connection with the issuance, sale and delivery of the Series 2015 Bonds, including but not limited to, the execution of the Commitment and the closing documentation related to the Series 2015 Bonds.

Section 302. Effective Date. This Resolution shall be fully effective in accordance with the terms of the General Bond Resolution.

RECORDED VOTE

	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>	—	—	—

The foregoing is a true and complete copy of a resolution of the Passaic Valley Water Commission adopted at a meeting thereof duly called and held on September 16, 2015.



Louis Amodio, Administrative Secretary

Exhibit A



REVISED

MUNICIPAL BOND INSURANCE COMMITMENT

ISSUER: Passaic Valley Water Commission, New Jersey

MEMBER: Passaic Valley Water Commission, New Jersey

Effective Date: September 3, 2015

Expiration Date: October 16, 2015

BONDS: Water Supply System Revenue Refunding Bonds, Series 2015
in aggregate principal amount not to exceed \$10,545,000

Insurance Payment: 0.184% of the Total Debt Service on the Bonds

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM") hereby commits, subject to the terms and conditions contained herein or added hereto, to issue its Municipal Bond Insurance Policy (the "Policy") relating to the Bonds referenced above (the "Bonds") issued by or on behalf of the Member. To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to grant or deny a renewal in its sole discretion.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The documents to be executed and delivered in connection with the issuance and sale of the Bonds (collectively, the "Security Documents"), shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof (the "Closing Date").
3. As of the Closing Date, there shall have been no material adverse change in, as to or affecting (i) the Member or the Bonds, including, without limitation, the security for the Bonds or (ii) any disclosure document relating to the Bonds (including any financial statements and other information included or incorporated by reference therein) (the "Official Statement"), the Security Documents to be executed and delivered with respect to the Bonds, any project to be financed with the proceeds of the Bonds (if applicable), the legal opinions to be delivered in

connection with the issuance and sale of the Bonds, or any other information submitted to BAM with respect to the issuance and sale of the Bonds, including the proposed debt service schedule of the Bonds, from information previously provided to BAM in writing.

4. The applicable transaction documents shall contain the document provisions set forth in Exhibit A hereto. No variation shall be permitted therefrom except as specifically approved by BAM in writing prior to the Closing Date.

5. The Bonds shall contain no reference to BAM, the Policy or the insurance evidenced thereby except as may be approved in writing by BAM. BOND PROOFS SHALL BE APPROVED IN WRITING BY BAM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form found on BAM's website (www.buildamerica.com) and in Exhibit B hereto entitled "DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS".

6. The Official Statement shall contain the language provided by BAM and only such other references to BAM as BAM shall supply or approve in writing, and BAM shall be provided with final drafts of any preliminary and final Official Statement at least two business days prior to printing/electronic posting. BAM SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE OFFICIAL STATEMENT SEVEN (7) DAYS PRIOR TO CLOSING, unless BAM shall agree in writing to a shorter period.

7. BAM shall be provided with:

(a) Copies of all Transaction Document drafts prepared subsequent to the date of this Commitment (blacklined to reflect all revisions from previously reviewed drafts) for review and approval. Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(b) Copies of any consulting reports, feasibility studies, rate reports, engineer's reports or similar expert reports for review and approval, along with any revisions thereto (blacklined to reflect all revisions from previously reviewed drafts). Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(c) The amortization schedule for, and final maturity date of, the Bonds, which schedule shall be acceptable to BAM. Please be aware that BAM will only insure fixed rate Bonds.

(d) A description of all material pending litigation relating to the Member or the Bonds and any opinions BAM shall request in connection therewith.

(e) A description of any material change in the Member's financial position from and after the date of the financial statements provided to BAM.

(f) Executed copies of all Security Documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be

dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to BAM or accompanied by a letter of such counsel permitting BAM to rely on such opinion as if such opinion were addressed to BAM), including, without limitation, the unqualified approving opinion of bond counsel, in form and substance satisfactory to BAM. The foregoing shall be in form and substance acceptable to BAM. (For your information, the form of legal opinion, primary market disclosure certificate and officer's certificate to be delivered by BAM at Closing is attached hereto as Exhibit C.)

(g) Evidence of wire transfer in federal funds of an amount equal to the Insurance Payment, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the Closing Date.

8. Bonds must have an underlying, long-term rating of at least:

A	Standard and Poor's
Aa3	Moody's Investors Service
NR	Fitch Ratings

9. Promptly, but in no event more than sixty (60) days after the Closing Date, BAM shall receive two (2) CD-ROMs, which contain the final closing transcript of proceedings or if CD-ROMs are not available, such other electronic form as BAM shall accept.

10. To maintain this commitment until the Expiration Date set forth above, BAM must receive a copy of the signature page of this Commitment fully executed by an authorized officer of the undersigned by the earlier of the date on which the Official Statement containing disclosure language regarding BAM is circulated and ten (10) days after the date of this Commitment.

11. Standard & Poor's Ratings Services will separately present a bill for its fees relating to the Bonds. There is no incremental Standard & Poor's fee for the BAM-Insured rating. Payment of such bill by the Member should be made directly to such rating agency. Payment of the rating fee is not a condition to the release of the Policy by BAM.

REPRESENTATION AND AGREEMENT BY BAM

(a) BAM is a mutual insurance corporation organized under the laws of, and domiciled in, the State of New York.

(b) BAM covenants that it will only insure obligations of states, political subdivisions, an integral part of states or political subdivisions or entities otherwise eligible for the exclusion of income under Section 115 of the Internal Revenue Code of 1986, as amended, or any successor thereto.

(c) BAM covenants that it will not seek to convert to a stock insurance corporation.

(d) The issuance of the Policy qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

(e) Refundings.

If (1) the Security Documents relating to the Bonds permit a legal defeasance (such that the bonds are no longer treated as outstanding under the Security Documents), (2) refunding bonds ("Refunding Bonds") will be issued for the purpose of legally defeasing such then outstanding BAM-insured Bonds (in this context, the "Refunded Bonds") and (3) upon their issuance (A) such Refunding Bonds have a final maturity date that is not later than the final Maturity Date of the Refunded Bonds, (B) the average annual debt service on the Refunding Bonds does not exceed the average annual debt service on the Refunded Bonds, and (C) the net proceeds of such Refunding Bonds are applied solely towards the legal defeasance of the Refunded Bonds and related costs of issuance, then, if BAM is requested to, and in its sole discretion determines to, offer a municipal bond insurance policy covering the Refunding Bonds (the "Refunding Policy") BAM will credit the Member Surplus Contribution (set forth on the front page of the Policy) for the Refunded Bonds against the insurance payment then charged with respect to the Refunding Bonds. If the Security Documents are silent on the matter of a legal defeasance, BAM may, in its sole and absolute discretion, accept such certificates, opinions and reports from or on behalf of the Member in connection with the issuance of such Refunding Bonds in order to establish to its satisfaction that the Refunding Bonds will be issued to retire the outstanding Refunded Bonds and that the Refunding Bonds comply with the criteria set forth in clause (3) of the preceding sentence for the purpose of determining whether a supplemental Member Surplus Contribution is or is not required to be made at that time.

**BUILD AMERICA MUTUAL
ASSURANCE COMPANY**

Authorized Officer

September 3, 2015
Date

AGREED AND ACCEPTED

The undersigned agrees and accepts the conditions set forth above and further agrees that (i) if the Bonds (and any of the Bonds to be issued on the same date and for which BAM has issued a commitment) are insured by a policy of municipal bond insurance, such insurance shall be provided by BAM in accordance with the terms of this Commitment; (ii) it has made an independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore it is not relying on, any recommendation from BAM that the Bonds be insured or that a Policy be obtained, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the undersigned acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the undersigned acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; (vi) the undersigned acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM. Notwithstanding anything to the contrary set forth herein, upon issuance of the Policy, the provisions set forth under subparagraphs (ii) through (vi) above and the representations and agreements of BAM shall survive the expiration or termination of this Commitment.

**PASSAIC VALLEY WATER COMMISSION, NEW
JERSEY**

By: _____
Authorized Officer

Date

EXHIBIT A

DOCUMENT PROVISIONS

**GENERAL REVENUE BOND TRANSACTION DOCUMENT
PROVISIONS**

The following terms and provisions (the “Insurer Provisions”) shall be incorporated into the Security Documents. If the Insurer Provisions are attached to any of the Security Document as an exhibit, such Security Document shall include a provision that incorporates by reference the Insurer Provisions directly into the Security Documents. The Insurer Provisions shall control and supersede any conflicting or inconsistent provisions in the Security Documents.

- 1) Notice and Other Information to be given to BAM. The [Issuer] [Obligor] will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 1 World Financial Center, 27th Floor, 200 Liberty Street, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

- 2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

Prior to any defeasance with respect to the Insured Obligations, the Issuer shall notify BAM of a proposed refunding of Insured Bonds and promptly after issuance deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, and a verification report (a “Verification Report”) prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

- a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond

counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

- b) The [Issuer] [Obligor] will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.
 - c) The [Issuer] [Obligor] shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.
- 3) Trustee and Paying Agent. BAM shall receive written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent.
- 4) Amendments, Supplements and Consents. The Issuer shall send copies of any amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.
- a) *Consent of BAM in Addition to Bondholder Consent*. Any amendment, supplement, modification to, or waiver of, any of the Security Documents that (1) requires the consent of holders of the Insured Obligations or (2) under Section 802(10) of the General Bond Resolution which adversely affects the rights or interests of BAM or security for the Insured Bonds shall be subject to the prior written consent of BAM.
 - b) *Consent of BAM in the Event of Insolvency*. In the event of any reorganization or liquidation of the Issuer, BAM shall have the right to vote on behalf of all holders of the Insured Obligations absent a continuing failure by BAM to make a payment under the Policy.
 - c) *Consent of BAM Upon Default*. Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations

under any Security Document. No default or event of default may be waived by the Insured bondholders without BAM's written consent.

- d) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.
 - e) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration of the Insured Bonds.
 - f) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
 - g) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).
- 5) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

6) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Insured Obligations.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

- a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and
- b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related

to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, and (iii) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise.

Irrespective of whether any such assignment is executed and delivered, the Issuer[, Obligor] and the Paying Agent and Trustee agree for the benefit of BAM that:

- a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer/Obligor, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and
- b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

- 7) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually.

- 8) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any.
- 9) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.
- 10) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.
- 11) Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

“Insured Obligations” shall mean the [bonds].

“Issuer” shall mean the [Authority].

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Obligor” shall mean the [_____].

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

“Security Documents” shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

EXHIBIT B

**DOCUMENT, PRINTING AND DISCLOSURE
INFORMATION FOR
PUBLIC FINANCE TRANSACTIONS**



BUILD AMERICA MUTUAL ASSURANCE COMPANY

DOCUMENT, PRINTING AND DISCLOSURE

INFORMATION FOR

PUBLIC FINANCE TRANSACTIONS

This information is intended for use by bond counsel, the underwriters, financial advisors, printers and preparers of municipal bond offerings that will be insured in whole or in part by Build America Mutual Assurance Company ("BAM").

Prior to any reference to BAM in your marketing efforts, including, but not limited to any preliminary or final Official Statement and any rating agency presentation, in respect of a BAM-insured issue, BAM must receive an executed copy of its Commitment Letter. Blacklined copies of each draft of each transaction document, preliminary and final official statements with Appendices, and bond form(s) should be delivered to BAM for review and comment with reasonable opportunity to submit any comments prior to printing or execution, but in any event not less than three business days prior to execution. Such documents shall be delivered to the BAM attorney working on the transaction. If you are uncertain of the proper person to whom to deliver the documents, please email the documents to: documents@buildamerica.com. Please identify the issuer, obligor and issue name in the subject line of the email.

BAM will deliver to Bond Counsel, at the pre-closing for any such municipal bond offering (such offering to the extent insured by BAM, the "Insured Obligations"), assuming the requirements of the Commitment Letter have been met,

- an opinion of counsel as to the validity of the policy,
- a disclosure, no default and tax certificate of BAM, the executed policy and
- other certificates, if any, required in the transaction.

Prior to closing, BAM will obtain the rating letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, relating to any Insured Obligations. Note that any questions with regards to rating agency fees should be directed to the rating agency.

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BAM DIRECTORY

Name	Title	Telephone	Email
<i>BAM ATTORNEYS</i>			
Jill Greiss	Counsel	212-235-2515	jgreiss@buildamerica.com
<i>CLOSING COORDINATORS</i>			
Patrice James		212-235-2559	pjames@buildamerica.com

**BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")
DISCLOSURE INFORMATION
(FOR INCLUSION IN THE OFFICIAL STATEMENT)**

The following are BAM's requirements for printing the preliminary and final official statements:

1. Both the preliminary and final official statements must contain the information set forth in these Exhibits and BAM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;
2. Any changes made to the BAM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by BAM, and
3. BAM must receive an electronic copy of the final official statement seven (7) days prior to closing, unless BAM shall have agreed to some shorter period.

TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:

The following language should be used when insuring:

1. THE ENTIRE ISSUE:

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

2. CAPITAL APPRECIATION BONDS:

The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

The scheduled payment of principal of and interest on the Bonds maturing on _____ of the years ____ through _____, inclusive, with CUSIP #(s) _____ (collectively, the "Insured Bonds"), when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**PRINTER'S NOTE: USE BUILD AMERICA MUTUAL ASSURANCE COMPANY
LOGO AND INK #PMS BLUE 2736; REDS 199, 201 AND 1817.**

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE
WWW.BUILDAMERICA.COM

TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT

USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:

NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes.

BOND INSURANCE

BOND INSURANCE POLICY

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

BAM is a New York domiciled mutual insurance corporation. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

Capitalization of BAM

BAM's total admitted assets, total liabilities, and total capital and surplus, as of June 30, 2015 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$472.1 million, \$31.0 million and \$441.1 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at buildamerica.com/creditsights/.

Obligor Disclosure Briefs. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Obligor Disclosure Brief for those bonds. These pre-sale Obligor Disclosure Briefs provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Obligor Disclosure Briefs will be updated and superseded by a final Obligor Disclosure Brief to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Obligor Disclosure Briefs are easily accessible on BAM's website at buildamerica.com/obligor/. BAM will produce an Obligor Disclosure Brief for all bonds insured by BAM, whether or not a pre-sale Obligor Disclosure Brief has been prepared for such bonds.

Disclaimers. The Obligor Disclosure Briefs and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Obligor Disclosure Briefs and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Obligor Disclosure Briefs and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise.

The Bond Insurance language for the Official Statement under the subheading “Bond Insurance Policy” should be replaced with the following language when insuring:

1. CAPITAL APPRECIATION BONDS:

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company (“BAM”) will issue its Municipal Bond Insurance Policy for the Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

2. PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE):

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company (“BAM”) will issue its Municipal Bond Insurance Policy (the “Policy”) for the Bonds maturing on _____ of the years _____ through _____, inclusive, with CUSIP #'s___ (collectively, the “Insured Bonds”). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

3. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT
AS PART OF THE DISCLAIMER STATEMENT:**

Build America Mutual Assurance Company (“BAM”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading “Bond Insurance” and “Exhibit __ - Specimen Municipal Bond Insurance Policy”.

Specimen Municipal Bond Insurance Policy



BAM

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: \$ _____ in aggregate principal
amount of [NAME OF TRANSACTION]
[and maturing on]

Effective Date: _____

Risk Premium: \$ _____

Member Surplus Contribution: \$ _____

Total Insurance Payment: \$ _____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

Notices (Unless Otherwise Specified by BAM)

Email:

claims@buildamerica.com

Address:

1 World Financial Center, 27th floor
200 Liberty Street
New York, New York 10281

Telecopy:

212-962-1524 (attention: Claims)

SPECIMEN

STATEMENT OF INSURANCE
(Language for the Bond Form)
This form is not to be included in the Official Statement.

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

1. THE ENTIRE ISSUE:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent][Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

2. CAPITAL APPRECIATION BONDS:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") in respect of the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, as [paying agent for the Bonds (the "Paying Agent")] as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for inspection at the principal office of the [Paying Agent][Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent][Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds maturing on _____ of the years _____ through _____, inclusive (the "Insured Bonds"), to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Insured Bonds (the "Paying Agent")][as trustee for the Insured Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent][Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent][Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**PROCEDURES FOR PREMIUM PAYMENT
TO
BAM**

This form is not to be included in the Official Statement.

BAM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Upon determination of the final debt service schedule, email or fax such schedule to the appropriate BAM Underwriter

Howard Spumberg

Phone No. (212) 235-2522

Email.

hspumberg@buildamerica.com

Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the Insured Bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank: First Republic Bank
ABA#: 321081669
Acct. Name: Build America Mutual Assurance Company
Account No.: 80001613703
Policy No.: [To Be Assigned] – (Include in OBI Field)

CONFIRMATION OF PREMIUM

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the Closing Coordinator on the closing date:

Miranda Ganzer (212) 235-2535

Patrice James (212) 235-2559

Nolan Miller (212) 235-2511

EXHIBIT C

BAM LEGAL OPINION AND CERTIFICATE

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Municipal Bond Insurance Policy No. [POLICY NO.] With Respect to
\$_____ [Name of Issuer] (the "Issuer")
_____ Bonds, Series _____ (the "Bonds")

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.
2. The Policy has been duly authorized, executed and delivered by BAM.
3. The Policy constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.
4. The issuance of the Policy qualifies [the Issuer] as a member of BAM until [the Bonds] are no longer outstanding. As a member of BAM, [the Issuer] is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Policy under the caption "BOND INSURANCE" in the official statement relating to the above-referenced Bonds dated [DATE] (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or

as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, "the Official Statement".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addressees hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

**DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF
BUILD AMERICA MUTUAL ASSURANCE COMPANY**

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy No. [POLICY NO.] (the "Policy") in respect of the [\$AMOUNT] [NAME OF TRANSACTION] (the "Bonds") that:

- (i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement dated [DATE], relating to the Bonds (the "Official Statement") is true and correct;
- (ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;
- (iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);
- (iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;
- (v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;
- (vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, nor the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);
- (vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;
- (viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM, unless BAM has issued a debt service reserve insurance policy with respect to the Bonds.
- (ix) BAM does not expect that a claim will be made on the Policy; and

(x) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payments for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

Dated: [CLOSING DATE]

**Primary Market Disclosure Certificate
[Bond Description] (the "Insured Bonds")**

For the benefit of _____ (the "Issuer"), and acknowledging that the Issuer will be relying on the contents hereof in addressing certain tax and disclosure items and for other matters, Build America Mutual Assurance Company ("Build America") makes the following representations and warranties as of the date hereof:

1. Neither Build America nor any affiliate of Build America has purchased, or has committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise;
2. Neither Build America nor any affiliate of Build America has entered into any agreement or understanding regarding the purchase or sale of the Insured Bonds, except for the insurance policies that Build America has provided regarding payments due under the Insured Bonds and the documentation associated with said insurance policies.

For the purposes of this certificate, "affiliate of Build America" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Build America.

[dated as of the closing date]

Build America Mutual Assurance Company

By

Authorized Officer

RESOLUTION 15-102
RESOLUTION OF THE PASSAIC VALLEY WATER
COMMISSION CONCERNING REVIEW OF THE
FINDINGS OF THE LOCAL FINANCE BOARD MADE AT
A MEETING OF SAID BOARD ON JULY 9, 2015 IN
ACCORDANCE WITH THE PROVISIONS OF N.J.S.A.
40A:5A-7 WITH RESPECT TO A PROJECT FINANCING
OF THE COMMISSION

DATE OF ADOPTION: September 16, 2015

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

Introduced by Commissioner: **KOŁODZIEJ**

Seconded by Commissioner: **DE VITA**

WHEREAS, the findings issued by the Local Finance Board at a meeting of said Board, held on July 9, 2015, with respect to a refunding project financing to be undertaken by the Passaic Valley Water Commission (the "Commission") (the "Local Finance Board Findings") have been filed with the Administrative Secretary of the Commission and a copy of such findings has been received by each member of the governing body of the Commission; and

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Commission, within 45 days of receipt of the Local Finance Board Findings, shall certify by resolution to the Local Finance Board that each member thereof has personally reviewed such findings; and

WHEREAS, each member of the Commission has personally reviewed the Local Finance Board Findings, as evidenced by a group affidavit which has been executed by each member of the Commission; and

WHEREAS, failure to comply with this requirement may subject the members of the Commission to the penalty provisions of N.J.S.A. 52:27BB-51; now therefore,

NOW THEREFORE, BE IT RESOLVED, BY PASSAIC VALLEY WATER COMMISSION, in the County of Passaic, New Jersey that:

The Passaic Valley Water Commission hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Local Finance Board to evidence such compliance; and

BE IT FURTHER RESOLVED, that the members of the Commission have reviewed the Local Finance Board Findings, and hereby reaffirm their commitment to proceed with the development and implementation of its proposed refunding project financing.

The foregoing is a true copy of a resolution adopted by the governing body of the Passaic Valley Water Commission at a meeting thereof duly called and held on September 16, 2015.

The appropriate officers, employees and officials of Passaic Valley Water Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; 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.

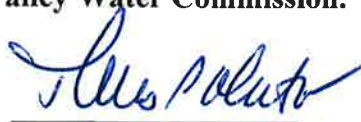
RECORDED VOTE

	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



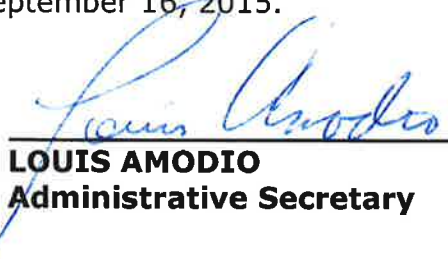
Secretary

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

[SEAL]

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of September 16, 2015.










LOUIS AMODIO
Administrative Secretary

Group Affidavit Form
Certification of Governing Body


State of New Jersey :
 :SS.
County of Passaic :

We, the members of the governing body of the Passaic Valley Water Commission (the "Commission"), of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Commission.
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the finding and recommendations of the Local Finance Board, dated September 16, 2015 on the proposed refunding project financing for the Commission.

<u>Name of Member</u>	<u>Signature</u>
Bazian, M.	
Cleaves, C.	
DeVita, T.	
Graddy, R.	
Kolodziej, G.	
Levine, J.	
Sanchez, R.	

Sworn to and subscribed before me
this 16 day of September, 2015



Notary Public of New Jersey

Notes: (a) This affidavit must be signed by a majority of the full membership of the Commission. Members absent during the review should review and sign later.

LOUIS AMODIO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 22, 2016

- (b) This affidavit must be sent within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing to:

Patricia Parkin McNamara
Executive Secretary
Local Finance Board
Department of Community Affairs
101 South Broad Street, P.O. Box 803
Trenton New Jersey 08625-0803



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-103

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: September 16, 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: KOLODZIEJ 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: GRADDY AYES: 6 ABSENT: 1 Time: 12:45 PM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
RIGO SANCHEZ	X			
JEFFREY LEVINE	X			
RUSSELL GRADDY	X			
GLORIA KOLODZIEJ	X			
MENACHEM BAZIAN				X
THOMAS P. DE VITA	X			
CHRYSTAL CLEAVES	X			

PRESIDENT
CHRYSTAL CLEAVES

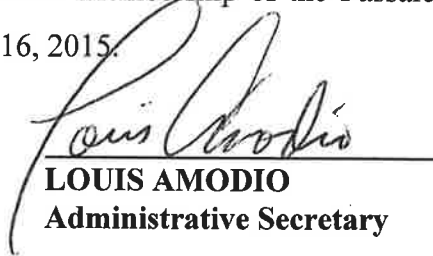
SECRETARY
THOMAS P. DE VITA



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 September 16, 2015.



LOUIS AMODIO
Administrative Secretary

RESOLUTION 15-104
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: SEPTEMBER 16, 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: **SANCHEZ**

WHEREAS, on August 18, 2015 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-20 "Furnish and Deliver Rental Uniforms"; 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 August 24, 2015 regarding this Contract; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of American Wear, Inc. of East Orange, New Jersey (the "Awardee") with respect to said bid, in the amount of \$181,303.20; 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:

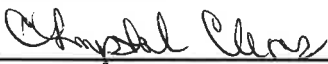
1. That Contract No. 15-B-20 "Furnish and Deliver Rental Uniforms" in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to the Awardee.

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-20 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>
GRADY, 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 September 16, 2015.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: August 24, 2015

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Contract 15-B-20 "Furnish and Deliver Rental Uniforms"-Two Bids Received

Two bids were received on August 18, 2015 for Contract 15-B-20 "Furnish and Deliver Rental Uniforms".

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 the Contract. 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 public sector bid requirements set forth in the Contract Documents are specialized in nature, thereby limiting the number of bidders qualified and capable of meeting the said requirements.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 20, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-20**
Furnish and Deliver Rental Uniforms

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, plus one "No Bid" letter, the lowest responsive and responsible proposal was submitted by **American Wear, Inc.**, of East Orange, New Jersey, in the amount of **\$181,303.20**.

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-20 - American Wear, Inc.**


Amount of Project or Contract: \$ 181,303.20

1. Acct: # 001-0901-419-70-22 Purchases / Services / Uniforms

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

Other comments: Three (3) Year Contract Commencing: September 2015
Furnish and Deliver Rental Uniforms

Date of Certification: 08/20/2015 Certified: \$ 181,303.20


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-20
Furnish and Deliver Rental Uniforms

Bids Received: August 18, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
American Wear, Inc. 261 North 18th Street East Orange, New Jersey 07017 johna@americanwear.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$18,303.20	<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.
Unifirst Corporation 54 S. Jefferson Road Whippany, New Jersey 07999 matthew-dresse@unifirst.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 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.
Aramark 1040 Gelb Avenue Union, New Jersey 07083 joseph.cate@unifirst.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	Could not verify BRC \$143,569.92 (Did not bid entire contract) Bid contains qualifications	<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. Did not acknowledge Addenda
Prime Uniform Supply, Inc. 420 51st Street West New York, New Jersey 07093 iracooper2@aol.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 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.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 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 15-105
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: SEPTEMBER 16, 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: **SANCHEZ**

WHEREAS, on May 19, 2015 six (6) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" and a tabulation of bids received is attached hereto and made a part hereof; 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

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

WHEREAS, prior to consideration for award, the second numerical low bidder Longo Electric Mechanical, Inc. ("Longo") asserted, among other things, that the bid submitted by the lowest numerical bidder, K. Hanrahan Enterprises, Inc. ("Hanrahan") should be deemed non-responsive and that Longo be awarded the Contract as the lowest responsible bidder; and

WHEREAS, PVWC's General Counsel therefore determined that a bid protest hearing should be conducted pursuant to the Local Public Contracts Law; and

WHEREAS, PVWC's notice of hearing letter dated May 29, 2015 was sent to all bidders, a hearing was conducted by PVWC on June 30, 2015 at the offices of PVWC as indicated in the Notice, and was

attended by appropriate PVWC personnel, and representatives for Hanrahan, Longo, Siemens Industry, Inc. (the first, second and fourth low numerical bidders, respectively), and Associated Technology Inc. ("ATI"), PVWC's consultant for this project; (all of the other bidders confirmed notice of the hearing, but elected not to attend the said hearing); and

WHEREAS, in accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC considered the rejection of all bids and to re-bid the contract in accordance with the Local public Contracts Law (N.J.S.A. 40A:11-1 et seq.); or, in the alternative, the rejection of one or more of the bids as materially defective, unresponsive, not responsible, or for other reasons required by law, and award the contract to the lowest "responsible" bidder; and

WHEREAS, ATI has submitted a report dated September 4, 2015 (herein the "ATI Report") summarizing ATI's review of bids received for the Contract, along with ATI's recommendations concerning award, if any, of the Contract, and a copy of the ATI Report is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC's Executive Director, Director of Engineering, and Director of Purchasing; and General Counsel (as to form and legality); have reviewed ATI's correspondence and concur with same; and

WHEREAS, based on discussions and issues raised at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, the lowest responsible bid submitted was determined to be that of Siemens Industry, Inc. of Florham Park, New Jersey (the "Awardee") with respect to said bid, in the amount of \$605,263.00; and

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


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

1. That Contract No. 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" in the total amount of \$605,263.00 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-30 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 September 16, 2015.



LOUIS AMODIO
Administrative Secretary

Contract # 15-B-30
Electrical System Inspection, Maintenance, Testing
and Protective Device Calibration

Bids Received: May 19, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Norsal Associates 150 Crebar Road High Bridge, New Jersey 08829 patty@norsalinda.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.
M & L Power Systems Maintenance 109 White Oak Lane - Suite 82 Old Bridge, New Jersey 08857 dan@mlpower.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	\$805,340.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
K. Hanrahan Enterprises, Inc. 20-21 Wagaraw Rd Bldg 36 Box 301 Fair Lawn, New Jersey 07410 cwistuba@855fixlight.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	\$377,255.00	<input type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Longo Electrical-Mechanical, Inc. 1 Harry Shupe Boulevard Wharton, New Jersey 07885 info@elongo.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$	\$503,700.00 (Bid Bond contains no % or \$)	<input type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Reuter & Hanney, Inc. 149 Railroad Drive Ivyland, Pennsylvania 18974 kerisyan@reuterhanney.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	\$900,506.00 (S/B \$925,975.00)	<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.

Contract # 15-B-30
 Electrical System Inspection, Maintenance, Testing
 and Protective Device Calibration

Bids Received: May 19, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Core Mechanical, Inc. 7150 North Park Drive - Suite 400 Pennsauken, New Jersey 08109 rob@coremeag.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.
High Energy Electrical Testing 515 South Ocean Avenue Seaside Park, New Jersey 08752 chuckb@highenergyelectric.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.
Q & S Electrical Company 279 Hamburg Turnpike Riverdale, New Jersey 07457 qasioe@optonline.net	<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 Electric Testing Company 50 Intervale Road Boonton, New Jersey 07005 trosato@aetco.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.
Eaton Corporation 1115 Globe Avenue - Suite A Mountainside, New Jersey 07092 josephlamberti@eaton.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$509,500.00 (Bid contains qualifications)	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.

Contract # 15-B-30
 Electrical System Inspection, Maintenance, Testing
 and Protective Device Calibration

Bids Received: May 19, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
C. V. Electric, Inc. 213 Park Lane Wayne, New Jersey 07470 cvelectric@aol.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.
Siemens Industry, Inc. 8 Fenwood Road Florham Park, New Jersey 07932 amy.gallane@siemens.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$605,263.00	<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.
Sal Electrical Company 83 Fleet Street Jersey City, New Jersey 07306 yomari@salelectric.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.
	<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.
	<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.

PASSAIC VALLEY WATER COMMISSION

**ATI'S REPORT DATED SEPTEMBER 4, 2015
WITH REFERENCED ATTACHMENTS**

EXHIBIT A



Associated Technology, Inc.
Mechanical & Electrical Consulting Engineers

September 4, 2015

****SENT VIA EMAIL****

Passaic Valley Water Commission
Mr. James G. Duprey, P.E.
1525 Main Avenue
Clifton, NJ 07011

Re: Passaic Valley Water Commission – Contract #15-B-30 – Bid Review and
Recommendations
· ATI Project No. 1134.10

Dear Mr. Duprey:

Per your request, Associated Technology, Inc. (ATI) has reviewed the four (4) numerically lowest bids for the above referenced project, and presents the following summary of our findings, and recommendations for Passaic Valley Water Commission's consideration in determining a Contract Award.

Very truly yours,

ATI, Consulting Engineers

A handwritten signature in black ink, appearing to read "Ralph D. Rocco". The signature is stylized with a large, sweeping initial "R" and a long horizontal stroke at the bottom.

Ralph D. Rocco, P.E.
Principal

RDR:rr
Attachment

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Associated Technology, Inc.
Mechanical & Electrical Consulting Engineers

Background:

On May 19, 2015 six (6) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration." A list of the bid received is as follows:

<u>Bidder</u>	<u>Total Bid Price</u>
K Hanrahan	\$377,255
Longo	\$503,700
Eaton	\$544,500
Siemens	\$605,263
M&L	\$805,340
Reuter	\$900,506

The four (4) lowest numerical bids were reviewed by Associated Technology Incorporated ("ATI"), PVWC's consultant for this project. A summary of ATI's bid review, along with recommendations with respect to the award of the Contract, is set forth below.

K. Hanrahan Enterprises, Inc. ("Hanrahan") -The Lowest Numerical Bidder:

Hanrahan, the lowest numerical bidder, failed to provide substantive documentation in their bid to demonstrate that their technical qualifications and experience meet the requirements of the Contract Documents. To ATI's knowledge, Hanrahan has not submitted any post-bid information in connection with their technical qualifications and experience. In addition, Hanrahan failed to enter suitable prevailing hourly wage amounts in the unit price bid items for Electrician-Journeyman crafts as required by the Contract Documents, which deems the bid to be defective. In conclusion, subject to review and concurrence by PVWC's Law Department, ATI considers Hanrahan's bid to be deficient with respect to documentation regarding technical qualifications and experience, furthermore, ATI considers Hanrahan's bid to be defective and not a responsible, responsive bid, with respect to the prevailing wage requirements set forth in the Contract Documents. Therefore, ATI feels the bid should be subject to rejection by PVWC.

Required Technical Qualifications and Experience:

- 1. Per Specification Article 014000 – Quality Requirements, Section 1.7 – Quality Assurance and Qualifications, Paragraph (B)(1)(b), on page 014000-4, "The Contractor shall provide documentation to the Engineer that the company has a minimum of ten (10) years' experience in electrical system maintenance, testing and relay calibration work of the kind required under the Contract Documents." Hanrahan failed to submit appropriate documentation demonstrating compliance with the cited quality requirement on the basis that the Bidder has listed four (4) years of company experience in the Bidder's Questionnaire for Contract #15-B-30. Refer to Exhibit-1, attached hereto, for backup information.*
- 2. Per Specification Article 014000 – Quality Requirements, Section 1.7 – Quality Assurance and Qualifications, Paragraph (B)(1)(c), on page 014000-4, "Contractor*

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shall provide three (3) professional references for which Contractor has completed projects of similar size and scope of what is specified in the Contract Documents." Hanrahan failed to submit appropriate documentation demonstrating compliance with the cited quality requirement on the basis that the projects in connection with the Bidder's references, listed in the Bidder's Questionnaire for Contract #15-B-30, were not similar in size and/or scope to the project work defined by the Contract Documents. Refer to Exhibit-1, attached hereto, for backup information.

3. *Per Specification Article 014000 – Quality Requirements, Section 1.7 – Quality Assurance and Qualifications, Paragraph (C)(1)(c), on page 014000-5, "Contractor's on-site project superintendent or testing crew leader shall be certified in accordance with ANSI/NETA ETT, Standard for Certification of Electrical Testing Personnel Level III or higher or acceptable qualifications as approved by the Owner." Hanrahan failed to submit appropriate documentation demonstrating compliance with the cited quality requirement. Refer to Exhibit-2, attached hereto, for backup information.*
4. *Per Specification Article 014000 – Quality Requirements, Section 1.7 – Quality Assurance and Qualifications, Paragraph (C)(1)(d), on page 014000-5, "Each on-site personnel performing electrical tests shall be certified in accordance with ANSI/NETA ETT, Standard for Certification of Electrical Testing Personnel or other acceptable qualifications as approved by the Owner." Hanrahan failed to submit appropriate documentation demonstrating compliance with the cited quality requirement. Refer to Exhibit-2, attached hereto, for backup information.*

Prevailing wage Requirements:

1. *Per the Contract Documents, Addendum#2, Question/Response Item#3, "In the event the Bidder enters an Hourly Rate for any Unit Price Bid Item set forth hereinabove in their Bid that is less than the New Jersey prevailing wage category listed in the Form of Proposal, then the Bid will be considered as materially defective and non-curable, thereby requiring the Bid to be rejected by the Commission in accordance with applicable law." Pursuant to this bid requirement, the Bidder was required to provide Hourly Rates for Unit Price Bid items not less than the New Jersey prevailing wage category. Refer to Exhibit-3, attached hereto, for backup information.*
2. *Per New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination, page 18 of 70, minimum wage rates for relevant crafts are as follows:*
 - a. *Journeyman Electrician - \$80.42 per hour*
 - b. *Apprentice Electrician - \$32.17 per hour (40% rate minimum)*

Per New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination, page 1 of 70, "Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed." The New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination also states, "Applicable prevailing wage rates are those wage and fringe benefits in effect on the date the contract is awarded." Furthermore, The New



Associated Technology, Inc.
Mechanical & Electrical Consulting Engineers

Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination states, "Fringe benefits are an integral part of the prevailing wage rate."

Pursuant to the Contract Requirements and the New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination, Hanrahan failed to list suitable minimum prevailing hourly wage amounts in the unit price bid items on page P-3 of their Form of Proposal for Electrician-Journeyman (listed at \$51.17 per hour by the Bidder) and for Electrician-Apprentice (listed at \$25.00 per hour by the Bidder) crafts as required by the Contract Documents, since hourly rates listed for relevant crafts were lower than the required New Jersey Department of Labor and Workforce Development Prevailing Wage Rate.

Refer to Exhibit-4, attached hereto, for backup information.

Longo Electric Mechanical, Inc. ("Longo") -The Second Lowest Numerical Bidder:

Longo, the second lowest numerical bidder, failed to stipulate a penal sum in their bid bond, and failed to include a certified check or cashier's check with their bid. It is recommended that PVWC's Law Department determine whether or not Longo's failure to submit a proper bid security with their bid constitutes a material non-curable defect, thereby requiring rejection of Longo's bid.

Bid Guarantee Requirements:

- 1. Per N.J. State Law N.J.S.A 40A:11-21, and PVWC's Information and Instructions for Bidders, page B-3, A Bid Guarantee shall be provided. The guarantee shall be, at the option of the bidder, by certified check, cashier's check or by bid bond, in the amount of 10% of the bid not to exceed \$20,000.00. Longo's failed to stipulate a penal sum in their Bid Bond, and Longo also failed to provide a certified check or cashier's check with their bid to guarantee their bid. Refer to Exhibit-5, attached hereto, for backup information.*

Eaton Corporation ("Eaton") -The Third Lowest Numerical Bidder:

Eaton, the third lowest numerical bidder, attempted to modify the Contract Requirements by including material qualifications and exceptions to the Contract Documents. Eaton failed to enter bid pricing in the Form of Proposal for required Electrician-Journeyman and Electrician-Apprentice unit price bid items as required by the Contract Documents. In addition, Eaton referenced their "selling policy" and attached same as part of their bid, which "selling policy" contained material exceptions and qualifications to the Bid Documents for the Contract. It is recommended that PVWC's Law Department determine whether or not Eaton's inclusion of material exceptions and qualifications in their bid, and their failure to enter bid pricing in the Form of Proposal for two of the unit price bid items, constitute material non-curable defects, thereby requiring rejection of Eaton's bid.

Bid Pricing:

- 1. Per PVWC's Information and Instruction for Bidders, page B-1, "The Form of Proposal shall not be changed. Every blank space for entries in the Form of*

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Proposal shall be filled in and no alterations or interlineations shall be made thereto." Per N.J. State Law N.J.S.A 40A:11-4.5, "Each interested vendor shall submit a proposal which shall include all the information required by the request for proposals. Failure to meet the requirements of the request for proposals may result in the contracting unit disqualifying the vendor from further consideration. Under no circumstances shall the provisions of a proposal be subject to negotiation by the contracting unit." Eaton failed to meet the Contract Requirements since they failed to enter bid pricing in the Form of Proposal for required Electrician-Journeyman and Electrician-Apprentice unit price bid items as required by the Contract Documents. Refer to Exhibit-6, attached hereto, for backup information.

Material Qualifications and Exceptions:

1. *Per PVWC's Information and Instruction for Bidders, page B-1, "Any bid proposal which attempts to modify, alter or otherwise change the specifications, and/or contract terms, shall be deemed non-conforming and rejected as required by law." Per N.J. State Law N.J.S.A 40A:11-4.5, "Each interested vendor shall submit a proposal which shall include all the information required by the request for proposals. Failure to meet the requirements of the request for proposals may result in the contracting unit disqualifying the vendor from further consideration. Under no circumstances shall the provisions of a proposal be subject to negotiation by the contracting unit." Eaton failed to meet the Contract Requirements since they took exception to PVWC's Contract Terms by modifying page P-5 of their Form of Proposal by referencing an Eaton Selling Policy on their Form of Proposal and attaching the Eaton Selling Policy to their Bid. Refer to Exhibit-6, attached hereto, for backup information.*

Siemens Industry, Inc. ("Siemens")-The Fourth Lowest Numerical Bidder:

ATI's review of Siemens's bid did not reveal any material defects or deficiencies in their bid. Therefore, ATI feels that Siemens, the fourth lowest numerical bidder, has submitted the lowest responsive, responsible bid in the total amount of \$605,263.00. In conclusion, and subject to review and concurrence by PVWC's Law Department, it is recommended that Contract 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" be awarded to Siemens Industry, Inc. of Florham Park, New Jersey with respect to said bid, in the amount of \$605,263.00.



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EXHIBIT-1

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PASSAIC VALLEY WATER COMMISSION
ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING AND
PROTECTIVE DEVICE CALIBRATION

CONTRACT NO. 15-B-30

- b. The Contractor shall provide documentation to the Engineer that the company has a minimum of ten (10) years' experience in electrical system maintenance, testing and relay calibration work of the kind required under the Contract Documents.
 - c. Contractor shall provide three (3) professional references for which Contractor has completed projects of similar size and scope of what is specified in the Contract Documents.
 - d. Unless otherwise approved by the Owner, the Contractor shall be an independent, third-party entity which can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems being evaluated. Full membership in NETA constitutes such proof. Companies that are not members of NETA, but have full membership in another organization with comparable requirements, or Companies that have other affiliations, shall be considered provided their qualifications meet these specifications and are approved by the Owner.
 - e. Companies shall provide their New Jersey Experience Modification Rating (EMR) with verifiable explanation of an EMR rating under or over 1.0.
 - f. When and if required by authorities having jurisdiction, or where electrical construction permits must be filed to complete Contract work, the Contractor shall be fully licensed, insured and bonded in the State of New Jersey with the New Jersey Board of Electrical Contractors, and have a valid business permit for performing electrical contracting work in the State of New Jersey. Where the Contractor maintains a valid New Jersey Electrical Contractor's License, the Contractor shall submit proof of a current and valid Electrical Contractor's License, Business Permit, and Certificate of Insurance. Where the Contractor does not maintain a valid New Jersey Electrical Contractor's License, the Contractor shall engage the services of a company which maintains a valid New Jersey Electrical Contractor's License. The Contractor shall submit proof of a current and valid Electrical Contractor's License, Business Permit, and Certificate of Insurance for Subcontracted parties. All subcontracted parties shall be approved by the Owner prior to the commencement of any subcontracted work.
 - g. The Contractor shall maintain a documented Quality Assurance Program implementing suitable procedures and controls to monitor all aspects of the work as required.
 - h. It is the Owner's intent to engage a Contractor that is well equipped for performing Project testing and protective device calibration services. The Contractor should own and properly maintain all or a majority (90% or more) of the testing and protective device calibration equipment required to complete the Project work. At any time during the bid evaluation period, the Owner reserves the right to request a list of any equipment used to complete the Project work that is not owned by the Contractor. The Owner reserves the right to disqualify any bid, in the sole judgment of the Owner, where the Owner feels the Contractor is or may be ill-equipped.
 - i. The Contractor shall submit appropriate documentation to the Owner's satisfaction to demonstrate that Contractor satisfactorily complies with the above requirements.
- C. Contractor's Personnel: A full-time employee of the company who are regularly engaged in electrical system maintenance, testing, protective device calibration, and other services similar to the specified work.

QUESTIONNAIRE FOR CONTRACT #15-B-30
ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING AND
PROTECTIVE DEVICE CALIBRATION

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

(Note: Attach Separate Sheets as Required)

COMPANY EXPERIENCE
DISPARITY

a. How many years has your organization been in business as a contractor providing goods and services similar to that included under this Contract? 4

b. How many years has your organization been in business under its present name? 4

c. Do you plan to subcontract any part of this project? YES if so, give details. Electrical Testing

d. List below the location, description, and dollar amount of project, and the name, address and telephone number of owner. Include the major projects of the same general nature as the Services project which your organization has completed in the past five years. Identify those projects that are similar to those included under this Contract.

PROJECT SCOPE
DISPARITY

1) Location Penn Dot District 6-0
Description of Work Replace and Test Bus Duct System and Breaker Plugs

Dollar Amount \$ 400,000

Name of Owner Penn Dot

Address 7000 Geardes Blvd, King of Prussia, Pa

EXHIBIT-1

INFORMATION PROVIDED BY BIDDER
(HANRAHAN)

Telephone # 610-633-6033

2) Location Newark Watershed
Description of Work Preventative maintenance on switchgear and 34.5 KV Transformer
Dollar Amount \$ 15000 PROJECT MAGNITUDE
DISPARITY
Name of Owner Andrew Pappachen
Address Route 23 New Foundland N.J
Telephone # 973-697-5458

3) Location Penn Dot Milford Pa
Description of Work Troubleshoot Emergency Generator, and Maintenance on breakers
Dollar Amount \$ 25000 PROJECT MAGNITUDE
DISPARITY
Name of Owner Donna Degroat
Address Bennett Ave Milford Pa
Telephone # 570-296-7193

c. Dated at K Hanrahan Enterprises this 9th day of May, 2015

K Hanrahan Enterprises, Inc

Chuck Wistuba

(Print or Type Name of Bidder)

By Chuck Wistuba

Manager Electrical Division

(Title)

(Seal, if corporation)

March 26, 2015

P-11



Associated Technology, Inc.
Mechanical & Electrical Consulting Engineers

EXHIBIT-2

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PASSAIC VALLEY WATER COMMISSION
ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING AND
PROTECTIVE DEVICE CALIBRATION

CONTRACT NO. 15-B-30

1. Contractor's Personnel Qualifications:
 - a. Contractor's personnel shall have a full-time employment status with the Contractor per the State of New Jersey Department of Labor and Workforce Development.
 - b. With the bid, provide resumes for all Contractor personnel assigned to assist in work activities including however not necessarily limited to the following:
 - 1) Contractor's Project Manager.
 - 2) Contractor's Project Superintendent.
 - 3) Contractor's Field Service Engineers.
 - 4) Contractor's Field Service Technicians.
 - 5) Contractor's Electrical Journeymen.
 - 6) Contractor's Electrical Apprentices.

Resumes shall be detailed and state personnel roles, contact information and length of employment with the Contractor.

- c. Contractor's personnel performing work activities shall be trained and experienced and regularly employed in the field of work they perform. These individuals shall be capable of conducting the works in a safe manner and with complete knowledge of the hazards involved. Contractor's on-site project superintendent or testing crew leader shall be certified in accordance with ANSI/NETA ETT, Standard for Certification of Electrical Testing Personnel Level III or higher or other acceptable qualifications as approved by the Owner.
 - d. Each on-site personnel performing electrical tests shall be certified in accordance with ANSI/NETA ETT, Standard for Certification of Electrical Testing Personnel or other acceptable qualifications as approved by the Owner. Electricians, linemen, and apprentices may assist in the testing work activities, but shall not perform the actual testing work.
 - e. The Owner reserves the right, without advanced notice to the Contractor or Contractor's personnel, to perform background checks and random drug and alcohol testing for any and all Contractor employees, subcontractors and/or subconsultants assigned to perform Contract work. The Owner reserves the right to demand replacement of Contractor personnel on the basis of such checks and testing.
 - f. The Contractor shall submit appropriate documentation to the Owner's satisfaction to demonstrate that Contractor's personnel meet the above requirements.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice and provide engineering services in support of the work that is specified. The Contractor shall have in-house engineering personnel.

1. Professional Engineer Qualifications:
 - a. Contractor's professional engineer shall have a full-time employment status with the Contractor per the State of New Jersey Department of Labor and Workforce Development.



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EXHIBIT-3

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PASSAIC VALLEY WATER COMMISSION

CONTRACT #15-B-30
ELECTRICAL SYSTEM INSPECTION, MAINTENANCE,
TESTING AND PROTECTIVE DEVICE CALIBRATION

ADDENDUM NO. 2

The Contract Documents for the referenced contract are hereby amended by this addendum. This addendum shall be attached to and become part of the Contract Documents. Acknowledge receipt of this Addendum No. 2 (and previously issued Addendum No. 1) in the appropriate spaces provided for same on the "Acknowledgement of Receipt of Changes to Bid Document Form" on Page P-15 in the Form of Proposal.

CONTRACT DOCUMENTS

Modify the Contract Documents as required to accommodate the following modifications and clarifications:

Question #1: It was asked at the pre-bid conference if primary injection testing of molded case circuit breakers was required as required by the NETA specifications, and indicating that same would require disassembly and removal of the device from the equipment it is installed in.

Response #1: Bidders are advised that fixed-mounted air and insulated-case/molded-case circuit breakers shall not be disassembled for inspection, maintenance or testing. Therefore, primary injection testing will not be required for fixed-mounted air and insulated-case/molded-case circuit breakers. All other requirements recommended per ANSI/NETA MTS-2011, including optional procedures contained therein, shall be performed as a minimum, unless specifically stated otherwise in the Contract Documents.

Question #2: Issuance of the One-Line Diagrams referenced in Appendix "A" was requested.

Response #2: This issue was resolved by previously issued Addendum No. 1 for this Contract, which Addendum will provide the One-Line diagrams to all those of record as having been issued sets of Contract documents by PVWC following the Owner's receipt of the properly signed and executed confidentiality agreement; all as set forth in more detail in previously issued Addendum No. 1.

Question #3: It was asked if PVWC would accept a submitted rate for field service engineer, field service technician, electrical journeymen, or electrical apprentice (Unit Bid Items 2a, 2b, 3a, & 3b, respectively) that is below the New Jersey prevailing wage rates.

Response #3: The successful bidder shall be responsible for and is required to pay applicable prevailing wages to their workers. The Bid Documents for this Contract require the Bidder to enter the applicable Hourly Rates that shall be not less than the prevailing wage rate for each of the respective Unit Price Bid Items.

April 24, 2015

ADD#2-1

EXHIBIT-3

Bidders shall insert the following at the end of the last sentence in Note (5) on Page P-4 in the Form of Proposal:

"In the event the Bidder enters an Hourly Rate for any Unit Price Bid Item set forth hereinabove in their Bid that is less than the New Jersey prevailing wage rate for the respective prevailing wage category listed in the Form of Proposal, then the Bid will be considered as materially defective and non-curable, thereby requiring the Bid to be rejected by the Commission in accordance with applicable law."

END OF ADDENDUM NO. 2

April 24, 2015

ADD#2-1



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EXHIBIT-4

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STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour B = Fringe Benefit Rate per Hour* T = Total Rate per Hour

* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

EXHIBIT-4

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - PASSAIC

N.J. PREVAILING WAGE RATE
DETERMINATION
(HANRAHAN)

Craft: Electrician

PREVAILING WAGE RATE

	06/02/14
Cable Splicer	W56.29 B32.17 T88.46
Foreman	W57.31 B32.76 T90.07
Journeyman	W51.17 B29.25 T80.42

Expiration Date: 05/31/2015

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- On any job where there are 1 to 10 Journeymen electricians, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

5/4/2015

Page 18 of 70

EXHIBIT-4

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - PASSAIC

N.J. PREVAILING WAGE RATE
DETERMINATION
(HANRAHAN)

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

5/4/2015

Page 19 of 70

EXHIBIT-4

BIDDER'S FORM OF PROPOSAL
(HANRAHAN)

<u>Bid Item</u>	<u>Description</u> ⁽²⁾⁽⁵⁾	<u>Stipulated Quantity</u> ⁽¹⁾⁽⁵⁾⁽⁹⁾	<u>Computed Totals</u> ⁽¹⁾⁽²⁾⁽⁹⁾
3a)	<u>Electrical Journeyman:</u> <u>Fifty One</u> Dollars and <u>Seventeen</u> Cents (\$ <u>51.17</u>) per Hour	1,000 Hours	\$ <u>51,170.00</u>
		WAGE RATE DISPARITY	
3b)	<u>Electrical Apprentice:</u> <u>Twenty Five</u> Dollars and <u>Zero</u> Cents (\$ <u>25.00</u>) per Hour	1,000 Hours	\$ <u>25,000.00</u>
		WAGE RATE DISPARITY	
4	Allowance for miscellaneous materials and minor equipment purchases at Owner's prior written request: <u>Thirty Five Thousand</u> Dollars and <u>0</u> Cents	Allowance	\$ <u>35,000.00</u>

TOTAL BID PRICE ⁽³⁾⁽⁴⁾
(In Words and Figures):

Three Hundred Seventy Seven Thousand Two Hundred Fifty Five Dollars and
Zero Cents (\$ 377,255.00)

NOTES: (1) For each Unit Price Bid Item, the Computed Total is the product obtained by taking the appropriate Unit Price bid and multiplying it by the Stipulated Quantity stipulated in the Proposal for that Bid Item. Bidder acknowledges that the Stipulated Quantities for calculations of the Computed Totals will be used by the Owner in the comparison of bids and are not guaranteed, and payment for Services under each Unit Price Bid Item will be as set forth elsewhere in these Contract Documents. For the Allowance Item, the Computed Total shall be the amount stipulated for that Allowance Item.

(2) The Bidder's bid prices for the various Bid Items shall reflect an appropriate distribution of costs that reasonably reflect the Work contemplated under the appropriate Bid Items. With the exception of Bid Item No. 1, the Owner reserves



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EXHIBIT-5

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40A:11-20. Certificate of bidder showing ability to perform contract

There may be required from any bidder submitting a bid on public work to any contracting unit, duly advertised for in accordance with law, a certificate showing that he owns, leases, or controls all the necessary equipment required by the plans, specifications and advertisements under which bids are asked for and if the bidder is not the actual owner or lessee of any such equipment, his certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

L.1971, c. 198, s. 20, eff. July 1, 1971.

40A:11-21. Guarantee to be furnished with bid

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000, shall furnish a guarantee as provided for herein. A contracting unit may provide that a person bidding on any other contract, advertised in accordance with law, shall furnish a guarantee as provided for herein. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into a contract therefor and will furnish any performance bond or other security required as a guarantee or indemnification. The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guarantee in an amount other than 10% of the bid or in excess of \$20,000.00 the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

L.1971, c. 198, s. 21; amended 1974, c. 189; 1999, c. 39, s. 3; 1999, c. 440, s. 29.

40A:11-22. Surety company certificate

a. A person bidding on a contract for the erection, alteration or repair of a building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000, shall furnish a certificate from a surety company, as provided for herein. A contracting unit may provide that a person bidding on any other contract shall furnish a certificate from a surety company, as provided for herein.

b. When a surety company bond is required in the advertisement or specifications for a contract, every contracting unit shall require from any bidder submitting a bid in accordance with plans, specifications and advertisements, as provided for by law, a certificate from a surety company stating that it will provide the contractor with a bond in such sum as is required in the advertisement or in the specifications.

This certificate shall be obtained for a bond—

- (1) For the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders, relating to the performance of the contract, and
- (2) If any be required, for a guarantee bond for the faithful performance of the contract provisions relating to the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good and serviceable condition during the term of the bond as provided for in the notice to bidders or in the specifications, or
- (3) In such other form as may be provided in the notice to bidders or in the specifications.

furnishings of the goods and services.

- e. Study and carefully correlate Bidder's observations with the Commission's needs.
- f. Notify the Commission of all conflicts, errors, potential omissions, or discrepancies in the Contract Documents.
- g. Examine the various items that may affect the scope, effort and related costs of the Work, as the Bidder deems appropriate.
- h. All permits, and the costs thereof, shall be the responsibility of the Contractor.

By submission of a bid, the Bidder represents that he has complied with every requirement of the Bidding Documents, that without exception the bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

GUARANTEE TO ACCOMPANY BID: FORM AND AMOUNT

No Proposal will be considered unless it is accompanied by a Guarantee Payable to Passaic Valley Water Commission, that if this Contract is awarded to the bidder he will enter into a Contract therefore and shall furnish a Performance Bond and any other security required as a guarantee or indemnification.

The Guarantee shall be in the amount of 10% of the total amount bid, but not in excess of \$20,000.00 except as otherwise provided by law; and said Guarantee may be given, at the option of the bidder, by Certified Check, Cashier's Check, or said Guarantee may take the form of a Bid Bond, in the form attached hereto, executed by the Bidder together with a Qualified Surety Company, as that term is defined herein.

In the event that any law or regulation of the United States imposes any condition upon the awarding of a grant to Commission, which condition requires the depositing of a guarantee in an amount other than 10% of the bid in excess of \$20,000.00, the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

The provisions of N.J.S.A. 40A:11-21, as amended, are made part of this section by reference thereto.

SURETY COMPANY: CERTIFICATE

Each bidder shall submit a certificate from a Qualified Surety Company, stating that it will provide the bidder, if successful, with a bond for the sum required in the Bidding Documents, but in no case for less than the full amount of the Contract Price.

This certificate shall guarantee a bond:

March 26, 2015

B-3

EXHIBIT-5

BIDDER'S BID BOND
(LONGO)

BID BOND	N/A
KNOW ALL BY THESE PRESENTS, That we, <u>Longo Electrical-Mechanical, Inc.</u>	
_____ of <u>PO Box 511, Wharton, NJ</u>	PENAL SUM NOT IDENTIFIED
(hereinafter called the Principal), as Principal, and <u>The Ohio Casualty Insurance Company</u>	
(hereinafter called the Surety), as Surety are held and firmly bound unto <u>Passaic Valley Water Commission</u>	
<u>1525 Main Avenue Clifton, NJ 07011</u>	
(hereinafter called the Obligee) in the penal sum of _____ Dollars (_____)	
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for <u>Contract #15-B-30, Electrical System Inspection, Maintenance, Testing and Protective Device Calibration</u>	
NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.	
Signed and sealed this <u>19th</u> day of <u>May</u> , 2015	
<u>Meryl Behaut</u> Meryl Behaut _____ Witness	<u>Longo Electrical-Mechanical, Inc.</u> (Seal) Principal <u>Joseph M. Longo, President</u> Title
<u>Charlotte Wendland</u> Charlotte Wendland _____ Witness	<u>The Ohio Casualty Insurance Company</u> By <u>Francesca P. McAllan</u> Attorney-in-Fact



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EXHIBIT-6

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INFORMATION AND INSTRUCTIONS FOR BIDDERS

The "Bid Submission" means all of the documents submitted by the bidder in response to this Invitation to Bid, including all of the forms accompanying this Invitation to Bid which are paginated with the prefix "P-". The bidder's completed "Form of Proposal" shall be based upon the Bidding Documents and shall be made only upon the blank Form of Proposal herewith provided. The Form of Proposal shall not be changed. Every blank space for entries in the Form of Proposal shall be filled in and no alterations or interlineations shall be made thereto.

Bidder is advised that except where specifically permitted otherwise by the Contract Documents, Bidder shall complete all of the Commission's forms included as part of the Contract Documents. **Failure to properly fill in and execute all of the Commission's forms will most likely result in rejection of the bid. Any bid proposal which attempts to modify, alter or otherwise change the specifications, and/or contract terms, shall be deemed non-conforming and rejected as required by law.**

The term "Bidding Documents" refers to any one or more of the documents included with this Invitation to Bid, including but not limited to, the Advertisement for this Invitation to Bid, Information and Instructions for Bidders, the Form of Proposal, the form of Contract to be issued upon award, the Supplementary Conditions, General Conditions, Technical Specifications, Drawings (if any), Appendices, any documents or specifications incorporated by reference in the aforementioned accompanying documents, and any Addenda to the Bidding Documents issued by the Commission prior to receipt of Bids. Any reference herein to "Bidding Documents" can refer to one, more than one, or all of the individual documents comprising the Bidding Documents.

Proposals shall be signed and enclosed in a sealed opaque envelope and shall be plainly marked:

**CONTRACT #15-B-30
ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING AND
PROTECTIVE DEVICE CALIBRATION**

and addressed to the Administrative Secretary of Passaic Valley Water Commission at 1525 Main Avenue, Clifton, New Jersey, 07011.

AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Subject to prevailing law, only manufactured and farm products of the United States, wherever available, shall be used in the materials to be furnished under this Contract. Passaic Valley Water Commission has established a standard policy whereby if the lowest responsible bid does not present a manufactured and/or farm product of the United States, then a deviation of no greater than 5% shall be utilized so as to allow Passaic Valley Water Commission to by-pass the lowest responsible bidder and award the contract to the next lowest responsible bidder who offers manufactured and/or farm products of the United States for the purpose of satisfying the statutory preference of buying American products. Hence, if the deviation exceeds 5% then the Passaic Valley Water Commission shall award the contract to the lowest responsible bidder.

March 26, 2015

B-1

40A:11-4.3. Competitive contracting process; resolution, administration

a. In order to initiate competitive contracting, the governing body shall pass a resolution authorizing the use of competitive contracting each time specialized goods or services enumerated in section 1 of P.L.1999, c.440 (C.40A:11-4.1) are desired to be contracted. If the desired goods or services have previously been contracted for using the competitive contracting process then the original resolution of the governing body shall suffice.

b. The competitive contracting process shall be administered by a purchasing agent qualified pursuant to subsection b. of section 9 of P.L.1971, c.198 (C.40A:11-9), or, by legal counsel of the contracting unit, or by an administrator of the contracting unit. Any contracts awarded under this process shall be made by resolution of the governing body of the contracting unit, subject to the provisions of subsection e. of section 5 of P.L.1999, c.440 (C.40A:11-4.5).

L.1999, c. 440, s. 3.

40A:11-4.4. Request for proposals; documentation; provisions

The competitive contracting process shall utilize request for proposals documentation in accordance with the following provisions:

a. The purchasing agent or counsel or administrator shall prepare or have prepared a request for proposal documentation, which shall include: all requirements deemed appropriate and necessary to allow for full and free competition between vendors; information necessary for potential vendors to submit a proposal; and a methodology by which the contracting unit will evaluate and rank proposals received from vendors.

b. The methodology for the awarding of competitive contracts shall be based on an evaluation and ranking, which shall include technical, management, and cost related criteria, and may include a weighting of criteria, all developed in a way that is intended to meet the specific needs of the contracting unit, and where such criteria shall not unfairly or illegally discriminate against or exclude otherwise capable vendors. When an evaluation methodology uses a weighting of criteria, at the option of the contracting unit the weighting to be accorded to each criterion may be disclosed to vendors prior to receipt of the proposals. The methodology for awarding competitive contracts shall comply with such rules and regulations as the director may adopt, after consultation with the Commissioner of Education, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.).

c. At no time during the proposal solicitation process shall the purchasing agent or counsel or administrator convey information, including price, to any potential vendor which could confer an unfair advantage upon that vendor over any other potential vendor. If a purchasing agent or counsel or administrator desires to change proposal documentation, the purchasing agent or counsel or administrator shall notify only those potential vendors who received the proposal documentation of any and all changes in writing and all existing documentation shall be changed appropriately.

d. All proposals and contracts shall be subject to the provisions of section 1 of P.L.1977, c.33 (C.52:25-24.2) requiring submission of a statement of corporate ownership and the provisions of P.L.1975, c.127 (C.10:5-31 et seq.) concerning equal employment opportunity and affirmative action.

L.1999, c. 440, s. 4.

40A:11-4.5. Competitive contracting proposal solicitation

Competitive contracting proposals shall be solicited in the following manner:

- a. A notice of the availability of request for proposal documentation shall be published in an official newspaper of the contracting unit at least 20 days prior to the date established for the submission of proposals. The contracting unit shall promptly reply to any request by an interested vendor by providing a copy of the request for proposals. The contracting unit may charge a fee for the proposal documentation that shall not exceed \$50.00 or the cost of reproducing the documentation, whichever is greater.
- b. Each interested vendor shall submit a proposal which shall include all the information required by the request for proposals. Failure to meet the requirements of the request for proposals may result in the contracting unit disqualifying the vendor from further consideration. Under no circumstances shall the provisions of a proposal be subject to negotiation by the contracting unit.
- c. If the contracting unit, at the time of solicitation, utilizes its own employees to provide the goods or perform the services, or both, considered for competitive contracting, the governing body shall, at any time prior to, but no later than the time of solicitation for competitive contracting proposals, notify affected employees of the governing body's intention to solicit competitive contracting proposals. Employees or their representatives shall be permitted to submit recommendations and proposals affecting wages, hours, and terms and conditions of employment in such a manner as to meet the goals of the competitive contract. If employees are represented by an organization that has negotiated a contract with the contracting unit, only the bargaining unit shall be authorized to submit such recommendations or proposals. When requested by such employees, the governing body shall provide such information regarding budgets and the costs of performing the services by such employees as may be available. Nothing shall prevent such employees from making recommendations that may include modifications to existing labor agreements in order to reduce such costs in lieu of award of a competitive contract, and agreements implementing such recommendations may be considered as cause for rejecting all other proposals.
- d. The purchasing agent or counsel or administrator shall evaluate all proposals only in accordance with the methodology described in the request for proposals. After proposals have been evaluated, the purchasing agent or counsel or administrator shall prepare a report evaluating and recommending the award of a contract or contracts. The report shall list the names of all potential vendors who submitted a proposal and shall summarize the proposals of each vendor. The report shall rank vendors in order of evaluation, shall recommend the selection of a vendor or vendors, as appropriate, for a contract, shall be clear in the reasons why the vendor or vendors have been selected among others considered, and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract. The report shall be made available to the public at least 48 hours prior to the awarding of the contract, or when made available to the governing body, whichever is sooner. The governing body shall have the right to reject all proposals for any of the reasons set forth in section 21 of P.L.1999, c.440 (C.40A:11-13.2).
- e. Award of a contract shall be made by resolution of the governing body of the contracting unit within 60 days of the receipt of the proposals, except that the proposals of any vendors who consent thereto, may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.
- f. The report prepared pursuant to subsection d. of this section shall become part of the public record and shall reflect the final action of the governing body. Contracts shall be executed pursuant to section 14 of P.L.1971, c.198 (C.40A:11-14).

EXHIBIT-6

BIDDER'S FORM OF PROPOSAL
(EATON)

<u>Bid Item</u>	<u>Description</u> ⁽²⁾⁽⁵⁾	<u>Stipulated Quantity</u> ⁽¹⁾⁽⁵⁾⁽⁹⁾	<u>Computed Totals</u> ⁽¹⁾⁽²⁾⁽⁹⁾
3a)	<u>Electrical Journeyman:</u> <u>Not applicable</u> Dollars and <u>Not applicable</u> Cents (\$ <u>Not applicable</u>) per Hour	1,000 Hours	\$ <u>Not applicable</u>
BID ITEMS EXCLUDED			
3b)	<u>Electrical Apprentice:</u> <u>Not applicable</u> Dollars and <u>Not applicable</u> Cents (\$ <u>Not applicable</u>) per Hour	1,000 Hours	\$ <u>Not applicable</u>
BID ITEMS EXCLUDED			
4	Allowance for miscellaneous materials and minor equipment purchases at Owner's prior written request: <u>Thirty Five Thousand</u> Dollars and <u>0</u> Cents	Allowance	\$ <u>35,000.00</u>

TOTAL BID PRICE ⁽³⁾⁽⁴⁾
(In Words and Figures):

Five hundred and nine thousand, five hundred Dollars and
zero Cents (\$ 509,500.00)

NOTES: (1) For each Unit Price Bid Item, the Computed Total is the product obtained by taking the appropriate Unit Price bid and multiplying it by the Stipulated Quantity stipulated in the Proposal for that Bid Item. Bidder acknowledges that the Stipulated Quantities for calculations of the Computed Totals will be used by the Owner in the comparison of bids and are not guaranteed, and payment for Services under each Unit Price Bid Item will be as set forth elsewhere in these Contract Documents. For the Allowance Item, the Computed Total shall be the amount stipulated for that Allowance Item.

(2) The Bidder's bid prices for the various Bid Items shall reflect an appropriate distribution of costs that reasonably reflect the Work contemplated under the appropriate Bid Items. With the exception of Bid Item No. 1, the Owner reserves

EXHIBIT-6

BIDDER'S FORM OF PROPOSAL
(EATON)

extension and shall not exceed the change in the Index Rate for the 12 months preceding the most recent quarterly calculation at the time that the Contract is renewed. For the purposes of this Contract, the Index Rate shall be deemed to mean the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Contractor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

Refer to the Technical Specifications for technical data and/or other information required to be submitted with the Bid. Bidder is advised that failure to submit said technical data and/or other information may disqualify his bid at the sole discretion of the Commission.

This proposal is accompanied by a guarantee as described in the Information and Instructions for Bidders. The guarantee is in the form of

Bid Bond in the amount of: \$ 10% not to exceed \$20,000.00

Certified Check - Cashier's Check on the
(Name of Bank) not applicable

in the amount of \$ not applicable

(Strike out inapplicable portions and fill in as required); all in accordance with the provisions stated in the foregoing Information and Instructions for Bidders).

The undersigned bidder hereby agrees that, if this Proposal shall be accepted by Commission and said bidder fails to execute and deliver the Contract in accordance with the terms of this Proposal, then it shall be deemed that said Proposal has been abandoned, and thereupon its acceptance and the award of the Contract by Commission and the guarantee shall be payable as liquidated damages; otherwise the said security deposit shall be returned to the undersigned.

*Name of Bidder (Typed) John G. Stampfel

Signature of Person Signing [Signature]

Name and Title of Person Signing (Typed) John Stampfel VP/BM

Address of Bidder (Typed) 1000 Cherrington Parkway, Moon Twp. PA 15108

* Signature and acceptance conditioned upon all terms and conditions set forth in Eaton Corporation Selling Policy 25-000, incorporated herein by reference
WITNESS: [Signature]

March 26, 2015

P-5

MODIFICATION OF THE FORM OF PROPOSAL, AND INCLUSION OF MATERIAL QUALIFICATIONS AND EXCEPTIONS TO THE BID DOCUMENTS

**Selling Policy**

Effective: November 1, 2008 Page 1

Supersedes Selling Policy 25-000,
Pages 1-4, dated
February 20, 2006

**DOMESTIC U.S.A.
GENERAL TERMS AND
CONDITIONS OF SALE**

**Distribution and
Control Products
and Services
25-000**

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. **THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER.** No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy – Products and Services

When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer Initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond

18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy – BLS

Refer to Price Policy 25-050.

Minimum Billing

Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT**Products**

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

EXHIBIT-6

Selling Policy 26-000
November 1, 2008
Page 2

SELLING POLICY ATTACHED TO
BIDDER'S BID (EATON)



Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of Invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period, payable 30 days from date of Invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances
If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment
If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight
Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. - P/S - Frt./Ppd. and Invoiced
Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. - P/S - Frt./Ppd. and Allowed
Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination - Frt./Ppd. and Allowed
At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted

differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing
Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss
Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage
Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection
Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and Invoice Products.

Held Orders
For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based

on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

Drawing Approval
Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal
When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products
Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.



Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products

If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months - 2% of Contract Price
 30 months - 3% of Contract Price
 36 months - 4% of Contract Price

Special Warranty (In and Out) for Products

If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies

Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies
 THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Asbestos

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation

Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Majeure

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

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PASSAIC VALLEY WATER COMMISSION

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: **15-B-30 - Siemens Industry, Inc.**


Amount of Project or Contract: \$ 605,263.00

1. Acct: # 001-1502-422-04-04 Repair & Maintenance / Outside Contractors

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

Other comments: Two (2) Year Contract - Contract Commencing: September 2015
Electrical System Inspection, Maintenance, Testing and
Protective Device Calibration

Date of Certification: 09/04/2015 Certified: \$ 605,263.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION 15-106
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: SEPTEMBER 16, 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: **SANCHEZ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 15-P-59 "Professional Engineering Services for Rehabilitation and Painting of Steel Water Storage Tanks- Inspection, Design, Permitting and Construction Administration Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

responses for the Project, and a copy of PVWC's memorandum dated September 4, 2015 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of each of the eight (8) responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Remington Vernick & Arango Engineers (the "Awardee") of Secaucus, New Jersey was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received August 27, 2015 (hereinafter the "Response"), and was the least cost of the proposals received; and

WHEREAS, a copy of the Response is attached hereto and made a part hereof (as Exhibit C) and will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

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

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

WHEREAS, all of the responses to the Project, including the Responses other than that of the Awardee (as indicated in Exhibit D), and solicitation are also on file in the office of the Administrative Secretary and available for inspection; and

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

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water

Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$198,838.55 for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	___	___	___
LEVINE, J.	___	___	___	<u>X</u>
GRADDY, R.	<u>X</u>	___	___	___
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



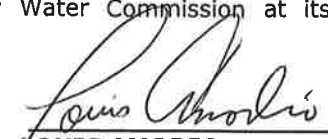
Secretary

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 September 16, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 15-P-59
"PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION AND PAINTING OF STEEL WATER
STORAGE TANKS-INSPECTION, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION SERVICES"**

PVWC MEMORANDUM DATED SEPTEMBER 4, 2015

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 4, 2015
 To: Hon. Commissioners
 From: J. Duprey
 cc: J. Bella
 G. Hanley
 L. Amodio
 L. Beckering
 Re: Request to Award Project No. 15-P-59 "Professional Engineering Services for Rehabilitation and Painting of Steel Water Storage Tanks-Inspection, Design, Permitting and Construction Administration Services"

Summary

It is recommended that Project No. 15-P-59 "Professional Engineering Services for Rehabilitation and Painting of Steel Water Storage Tanks-Inspection, Design, Permitting and Construction Administration Services" be awarded to Remington Vernick & Arango Engineers of Secaucus, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$198,838.55.

The Colonial Village, Verona, and Lodi water storage tanks are in poor condition and require extensive and specialized rehabilitation.

The requested professional services are for design and preparation of bid documents for the rehabilitation of these water storage tanks, and to assist PVWC with services during the bidding and construction phases of the Project.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on August 27, 2015 eight (8) responses were received and subsequently evaluated by PVWC for the Project. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

The Consultant was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services was the least cost of the proposals received, and appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

EVALUATION OF RESPONSES RECEIVED AUGUST 27, 2015

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
RVA Engineers ⁽²⁾⁽¹¹⁾	\$198,838.55	99
Suburban ⁽³⁾	\$216,980.00	93
Maser ⁽⁴⁾	\$283,201.00	91
Boswell ⁽⁵⁾	\$220,540.00	88
Manganaro ⁽⁶⁾	\$313,365.00	86
H2M Associates ⁽⁷⁾	\$211,600.00	85
PS&S ⁽⁸⁾	\$219,150.00	80
TTI ⁽⁹⁾	⁽¹⁰⁾	77

- Notes: (1) Using evaluation criteria set forth in the RFP.
 (2) Remington, Vernick & Arango Engineers of Secaucus, NJ.
 (3) Suburban Consulting Engineers of Mount Arlington, NJ.
 (4) Maser Consulting, PA of Red Bank, NJ.
 (5) Boswell Engineering, Inc. of South Hackensack, NJ.
 (6) Charles A. Manganaro Consulting of Hawthorne, NJ.
 (7) H2M Associates, Inc. of Parsippany, NJ.
 (8) Paulus, Sokolowski & Sator, LLC of Wall, NJ.
 (9) Tank Industry Consultants of Pittsburgh, PA.
 (10) TTI submitted estimated pricing structure with no total amount.
 (11) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 15-P-59
"PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION AND PAINTING OF STEEL WATER
STORAGE TANKS-INSPECTION, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION SERVICES"**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Remington Vernick & Arango Engineers a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 300 Penhorn Avenue, 3rd floor, Secaucus, New Jersey 07094.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 15-P-59 "Professional Engineering Services for Rehabilitation and Painting of Steel Water Storage Tanks-Inspection, Design, Permitting and Construction Administration Services" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated August 27, 2015, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit C; and

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

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

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

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

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

PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$198,838.55. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

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

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

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

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

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

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

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

**REMINGTON, VERNICK &
ARANGO ENGINEERS**

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President

PASSAIC VALLEY WATER COMMISSION

EXHIBIT "C"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 15-P-59

**"PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION AND PAINTING OF STEEL WATER
STORAGE TANKS-INSPECTION, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION SERVICES"**

Responses (Other than that of the Awardee)

EXHIBIT D

(On File in the Office of the
Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 15-P-59
"PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION AND PAINTING OF STEEL WATER
STORAGE TANKS-INSPECTION, DESIGN, PERMITTING,
AND CONSTRUCTION ADMINISTRATION SERVICES"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT E

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 Engineering Services for Project # 15-P-59 – Professional Services for Professional Services for Rehab & Painting of Steel Water Storage Tanks. (**Remington, Vernick & Arango Engineers**).

Amount of Project or Contract not to exceed: **\$198,838.55**

1. Acct #: 001-0901-419.95-03 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: September 10, 2015



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

RESOLUTION 15-107
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: SEPTEMBER 16, 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: **SANCHEZ**

WHEREAS, on August 11, 2015 five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-21 "Furnish and Deliver Sodium Hypochlorite Storage Tanks" and a tabulation of bids received is attached hereto and made a part hereof; 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

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

WHEREAS, prior to consideration for award, the second numerical low bidder, Iron Hills Construction Company, Inc. ("Iron Hills") asserted that the sodium hypochlorite storage tanks being replaced are process equipment, and, as such, do not require the use of a plumbing subcontractor which specifically exempts tanks and their conveying piping, which assertions raised by Iron Hills could have a material impact regarding PVWC's decisions concerning award, if any, of the Contract; and

WHEREAS, PVWC's General Counsel therefore determined that a bid protest hearing should be conducted pursuant to the Local Public Contracts Law; and

WHEREAS, PVWC's notice of hearing letter dated August 24, 2015 was sent to all bidders, a hearing was conducted by PVWC on

September 11, 2015 at the offices of PVWC as indicated in the Notice, and was attended by appropriate PVWC personnel, and representatives for Coastal Technical Sales, Inc. and Iron Hills Construction Company, Inc. (the first and second low numerical bidders, respectively); (all of the other bidders confirmed notice of the hearing, but elected not to attend the said hearing); and

WHEREAS, in accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC considered the rejection of all bids and to re-bid the contract in accordance with the Local public Contracts Law (N.J.S.A. 40A:11-1 et seq.); or, in the alternative, the rejection of one or more of the bids as materially defective, unresponsive, not responsible, or for other reasons required by law, and award the contract to the lowest "responsible" bidder; and

WHEREAS, based on discussions and issues raised at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, the lowest responsible bid submitted was determined to be that of Iron Hills Construction Company, Inc. of Wayne, New Jersey (the "Awardee") with respect to said bid, in the amount of \$404,616.00; and

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

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


1. That Contract No. 15-B-21 "Furnish and Deliver Sodium Hypochlorite Storage Tanks" in the total amount of \$404,616.00 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-21 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
CHRystal CLEAVES

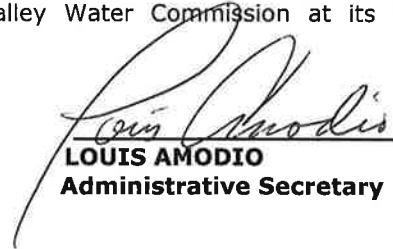


Secretary
THOMAS P. DE VITA

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 September 16, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 11, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-21**
Furnish and Install Replacement Sodium Hypochlorite Storage Tanks

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 five (5) bids received, the lowest responsive and responsible proposal was submitted by **Iron Hills Construction, Inc.**, of Wayne, New Jersey, in the amount of **\$404,616.00**.

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-21 - Iron Hills Construction, Inc.**

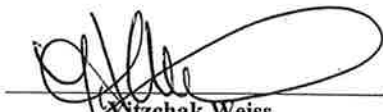
Amount of Project or Contract: \$ 404,616.00

1. Acct: # 001-0901-419-95-42 Repair & Maintenance / Chemical Systems

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

Other comments: Six (6) Month Contract Commencing: October 2015
Furnish and Install Replacement Sodium Hypochlorite Storage Tanks

Date of Certification: 09/11/2015 Certified: \$ 404,616.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-21
Furnish and Install Replacement Sodium Hypochlorite Storage Tanks

Bids Received: August 11, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Allied Construction Group, Inc. 499 Washington Road Parlin, New Jersey 08859 mmarcinczyk@allied.constructiongroup.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.
Coastal Technical Sales, Inc. 116 Keystone Drive Montgomeryville, Pennsylvania 18936 ctsoffice@coastaltechnical.com	<input checked="" type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$367,080.00 S/B \$367,078.88	<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.
T. Slack Environmental Svcs, Inc. 180 Masrket Street Kenilworth, New Jersey 07033 tslackenv@comcast.net	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$471,296.00 S/B \$525,296.00	<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.
TTI Environmental, Inc. 1253 North Church Street Moorestown, New Jersey 08057 karenb@ttienv.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$417,665.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Fred Devens Construction 403 Stonetown Road Ringwood, New Jersey 07456 freddevensconst@gmail.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-21
Furnish and Install Replacement Sodium Hypochlorite Storage Tanks

Bids Received: August 11, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferraro Construction Corporation 5 Park Drive Franklin, New Jersey 07416 laura@ferraroconstruction.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	\$597,761.92	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Hutton Construction, LLC 41 Village Park Road Cedar Grove, New Jersey 07009 hutton@hutton1.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.
Iron Hillis Construction, Inc. 17 Alpine Drive Wayne, New Jersey 07470 alan.schroeder@ironhillisconstruction.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	\$404,616.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
	<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.
	<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 15-108
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: SEPTEMBER 16, 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: **SANCHEZ**

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 October 1, 2015; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated September 4, 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 October 1, 2015 and ends on or about March 31, 2015 in the total amount of \$55,305.14 (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;

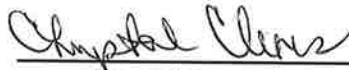
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards a six-month Contract commencing as of October 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 \$55,305.14; 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.

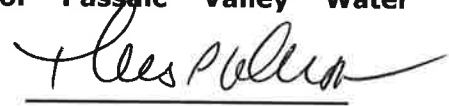
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

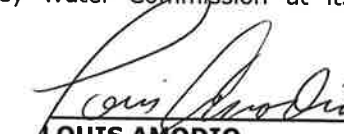


Secretary
THOMAS P. DE VITA

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 September 16, 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 SEPTEMBER 4, 2015

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 4, 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 October 1, 2015 (breakdown of applications and fees for each is attached). The total amount for renewal is \$55,305.14. 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 AUGUST 31, 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	106718	31/Aug/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	30/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 00000814.0				
23	Selectron Credit Card Payment I/F - CIS Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	259.92	259.92 ✓
24	CIS Voice Response Interface - Selectron Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	657.76	657.76 ✓
Contract No. 00001293				
22	QRep End User Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	137.92	137.92 ✓
Contract No. 090324				
20	QRep Catalogs for K1 & KL Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	2.00	167.73	335.46 ✓
Contract No. 09776				
11	OnePoint Point of Sale Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	911.68	911.68 ✓
Contract No. 20011068				
	CIS Voice Response Selectron Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	894.69	894.69 ✓
Contract No. 20040233				
	NAVI - Continuing Property Records Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	6,465.43	6,465.43 ✓
	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	0.00	0.00 ✓
	NAVI - Cash Receipts Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	1,659.97	1,659.97 ✓
	NAVI - Customer Information Systems Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	13,277.59	13,277.59 ✓
	NAVI-GMBA Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	6,538.59	6,538.59 ✓
0	Naviline Land/Parcel Management Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	1,733.12	1,733.12 ✓
Page Total				32,872.13

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	106718	31/Aug/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	30/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
11	NAVI-Accounts Receivable Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	2,309.89	2,309.89 ✓
12	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	3,590.03	3,590.03 ✓
13	NAVI-Payroll/Personnel Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	2,273.31	2,273.31 ✓
14	NAVI-DMS - Document Management Services Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	546.16	546.16 ✓
15	Catalogs for CPJ,CRJ,CXJ,GMJ,LXJ,MRJ,PIJ,PRJ,WFJ Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	9.00	168.26	1,514.34 ✓
Contract No. 20040668				
6	Click2Gov Core Module Embedded (2) Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	928.45	928.45 ✓
7	Click2Gov Customer Information Module Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	2,889.48	2,889.48 ✓
Contract No. 20040771				
8	NAVI - Contact Management Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	4,346.87	4,346.87 ✓
9	Q-Rep Web Intranet Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	20.00	31.61	632.20 ✓
Contract No. 9900189				
	QRep Administrator Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	175.57	175.57 ✓
	QRep End User Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	3.00	175.57	526.71 ✓
Contract No. 9900648				
	Retrofit Modification Option Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	21.00	50.00	1,050.00 ✓

Page Total 20,783.01

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	106718	31/Aug/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

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	Passaic Valley Water		USD	NET30	30/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
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Remit Payment To: SunGard Public Sector, Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	53,655.14
Sales Tax	0.00
Invoice Total	53,655.14
Payment Received	0.00
Balance Due	53,655.14

SUNGARD PUBLIC SECTOR

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

Invoice

Company	Document No	Date	Page
LG	106426	28/Aug/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/Sep/2015

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 20020713				
1	Electronic Learning Pass (HELP) Card-LF Maintenance Start: 01/Oct/2015, End: 31/Mar/2016	1.00	2,650.00	2,650.00
Page Total				2,650.00

Remit 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: \$ 56,305.14

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

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

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

Date of Certification: 09/04/2015 Certified: \$ 56,305.14



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION 15-109
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: SEPTEMBER 16, 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: **SANCHEZ**

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on June 30, 2015 for Contract 15-B-35 "Furnish and Deliver Dump Truck", which bid was rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

WHEREAS, notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on August 11, 2015 one (1) bid was received by PVWC for Contract 15-B-35 (Re-Bid) "Furnish and Deliver Dump Truck"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), and a memorandum dated August 19, 2015 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

WHEREAS, the lowest responsible bid submitted for this contract was that of Beyer Ford, LLC of Morristown, New Jersey (the "Awardee") with respect to said bid in the amount of \$107,311.76; and

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

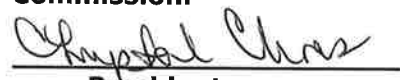
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Contract 15-B-35 (Re-Bid) "Furnish and Deliver Dump Truck" in the total amount of \$107,311.76 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-35 (Re-Bid) 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>	—	—	—
KOŁODZIEJ, 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 September 16, 2015.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: August 19, 2015
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Contract 15-B-35 (Re-Bid) "Furnish and Deliver Dump Truck"-
One Bid Received

Notwithstanding solicitation of bids to potential bidders, in the first solicitation for bids only one bid were received on June 30, 2015 for Contract 15-B-35 "Furnish and Deliver Dump Truck", which bid was rejected for lawful cause, and the contract was subsequently re-solicited for bids.

Again, and notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on August 11, 2015 one (1) bid was received by PVWC for Contract 15-B-35 (Re-Bid) "Furnish and Deliver Dump Truck".

The Law Department has requested that an explanation be provided regarding why only one (1) bid was received for the above-referenced contract and for the re-bid contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the contract and the re-bid contract. In addition, three entities purchased sets of bid documents for the contract (and four entities purchased sets of bid documents for the re-bid contract) prior to the stipulated bid dates. 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. In addition, there are a limited number of bidders willing and able to satisfy the relatively stringent requirements of the public bidding process that are set forth in the Bid Documents.

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: August 19, 2015
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Contract 15-B-35 (Re-Bid) "Furnish and Deliver Dump Truck"-
One Bid Received

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The Law Department has requested that an explanation be provided regarding why only one (1) bid was received for the above-referenced contract and for the re-bid contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the contract and the re-bid contract. In addition, three entities purchased sets of bid documents for the contract (and four entities purchased sets of bid documents for the re-bid contract) prior to the stipulated bid dates. 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. In addition, there are a limited number of bidders willing and able to satisfy the relatively stringent requirements of the public bidding process that are set forth in the Bid Documents.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 13, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-35 (Re-Bid)**
Furnish and Deliver Dump Truck and Appurtenances

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

One (1) bid was received, that of **Beyer Ford, LLC**, of Morristown, New Jersey, in the amount of **\$107,311.76**.

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-35 (Re-Bid) - Beyer Ford, LLC**

Amount of Project or Contract: \$ 107,311.76

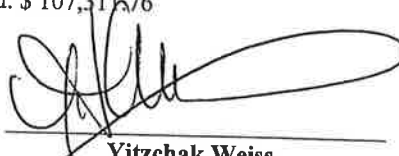
1. Acct: # 001-0901-419-95-04 Capital / Vehicles

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

Other comments: Two Hundred Ten (210) Days - Contract Commencing:
September 2015

Furnish and Deliver Dump Truck and Appurtenances

Date of Certification: 08/13/2015 Certified: \$ 107,311.76



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 15-B-35 (Re-Bid)
Dump Truck and Appurtenances

Bids Received: August 11, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Beyer Ford, LLC 170 Ridgedale Avenue Morristown, New Jersey 07960 bbeyer@beyerchrysler.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 \$	\$107,311.76	<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.
Trius, Inc. 5049 Industrial Road Farmingdale, New Jersey 07727 dtheilen@triusonline.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.
Brown's Truck Group 963 Route 173 Bloomsbury, New Jersey 08804 icarolan@brownstruckgroup.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.
Steelfab 500 Marshall Street Paterson, New Jersey 07503 pgarafano@steelfab.org	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$	No Bid	<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.
	<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.