

**RESOLUTION 15-128  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(CONTRACT AMENDMENT NO. 4)**

**DATE OF ADOPTION: NOVEMBER 24, 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**, Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (the "Project") was awarded to CH2M Hill Engineers, Inc. ("CH2M Hill") of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$3,188,397.00; and

**WHEREAS**, previously approved Contract Amendments No. 1 and 2 for professional services to assess alternate site locations (for the Levine storage improvement project), and for incorporating additional requirements and project features (for the emergency generator contract), respectively; and previously approved Contract Amendment No. 3 for technical support to assist PVWC during the public outreach and participation process, and to assist PVWC in obtaining a HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) increased the above not-to-exceed total amount to \$3,531,087.00 (an overall 10.7% increase); and

**WHEREAS**, utilizing the CDBG-DR could save PVWC approximately \$500,000 in an upfront reduction of NJDEP/HUD fees,

and principal forgiveness of up to twenty percent (20%) of the construction cost (a projected savings of approximately \$4,000,000) on that project; and

**WHEREAS,** HUD has imposed a number of subsequent additional design and submittal requirements that were not anticipated, nor included, under previously approved Contract amendments, which additional submittal and design requirements are required by HUD; and

**WHEREAS,** additional design changes, including differential upstream protection of PVWC's existing transformers, and additional permitting (which were not anticipated, nor included, under previously approved Contract amendments) are recommended, and an updated construction cost estimate to reflect the said HUD modifications and additional design enhancements is required; and

**WHEREAS,** at PVWC's request, CH2M Hill has submitted a proposal dated October 21, 2015, (the "Proposal") to modify the Project to include the additional professional services related to the above (with the exception of construction phase services impacts which will depend on actual start dates of the construction phase services, as well as on the timing and sequencing of the various construction contracts as they unfold, all of which impacts cannot be sufficiently quantified at this time); and

**WHEREAS,** when the actual start dates of the construction phase services and the timing and sequencing of the various construction contracts become sufficiently known to enable the cost impacts to be appropriately quantified, a request for an negotiated increase in the professional services to reflect the said impacts will be submitted to the Commission for consideration at some future date when appropriate; and

**WHEREAS,** said additional professional services were not included in CH2M Hill's original proposal (nor in previously approved Contract Amendments No. 1, 2 and 3); and

**WHEREAS,** a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and hereby made a part hereof (as an attachment to Exhibit B referenced below); and

**WHEREAS,** the Director of Engineering has reviewed CH2M Hill's Proposal for the additional Work as set forth hereinabove and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said modifications to the Project, and additional costs related thereto, be approved, and that additional costs related to actual start dates of the construction phase services and future construction phase services impacts be deferred for reasons set forth hereinabove; and

**WHEREAS,** a copy of the Director of Engineering's memorandum dated October 28, 2015 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS,** the previously approved not-to-exceed total price of \$3,531,087.00 (which includes Contract Amendments No. 1, 2 and 3) is hereby increased by the additional negotiated amount of \$155,280.00 (an additional 4.9% increase) for Amendment No. 4 as set forth herein, for a revised not-to-exceed total price of \$3,686,367.00 for the Project (which equates to an overall net increase of approximately 15.6% to the Project); and

**WHEREAS,** the said modifications will be incorporated into Contract Amendment No. 4 to Agreement for the Project, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

1. That PVWC hereby approves and awards Contract Amendment No. 4 to Agreement for the Project with modifications to the scope of Work for the Project as set forth in CH2M Hill's Proposal dated October 21, 2015, which modifications result in an increase of \$155,280.00 thereby increasing the total previously approved not-to-exceed amount for Project 12-P-43 (including previously approved Contract Amendments No. 1, 2 and 3) from \$3,531,087.00 to \$3,686,367.00; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Contract Amendment No. 4 to the Agreement, and to perform such other 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

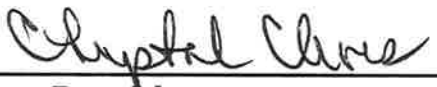
made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

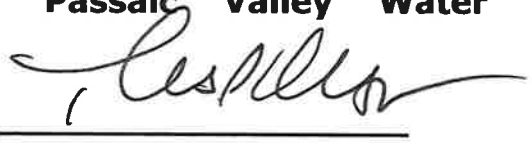
---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

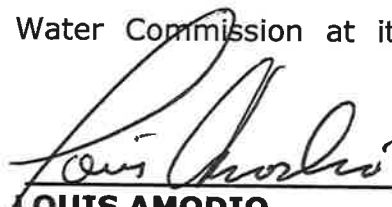
  
\_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
\_\_\_\_\_  
**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 November 24, 2015.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(CONTRACT AMENDMENT NO. 4)**

**PVWC DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED OCTOBER 28, 2015**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: October 28, 2015

To: Hon. Commissioners

From: J. Duprey

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

Re: Modifications to Professional Services for Project 12-P-43 "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services-Professional Services for Additional Project Modifications (Contract Amendment No. 4)

**Summary**

It is recommended that, under Project 12-P-43, CH2M Hill Engineers, Inc. ("CH2M Hill") of Parsippany, New Jersey be awarded an increase of \$155,280.00 (increasing the total previously approved not-to-exceed amount for Project 12-P-43 (including previously approved Contract Amendments No. 1, 2 and 3) from \$3,531,087.00 to \$3,686,367.00 to provide PVWC with additional professional services related to the Project as set forth in the attached copy of CH2M Hill's proposal dated October 21, 2015.

These recommended modifications under this proposed Contract Amendment No. 4 to Agreement for the Project are set forth in more detail below.

**Background**

Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities- Design, Permitting and Construction Administration Services" (the "Project") was awarded to CH2M Hill Engineers, Inc. ("CH2M Hill") of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$3,188,397.00.

Previously approved Contract Amendments No. 1 and 2 for professional services to assess alternate site locations (for the Levine storage improvement project), and for incorporating additional requirements and project features (for the emergency generator contract), respectively; and previously approved Contract Amendment No. 3 for technical support to assist PVWC during the public outreach and participation process, and to assist PVWC in obtaining a HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) increased the above not-to-exceed total amount to \$3,531,087.00 (an overall 10.7% increase).

Utilizing the CDBG-DR could save PVWC approximately \$500,000 in an upfront reduction of NJDEP/HUD fees, and principal forgiveness of up to twenty percent (20%) of the construction cost (a savings of approximately \$4,000,000) on that project.

HUD has imposed a number of subsequent additional design and submittal requirements that were not anticipated, nor included, under the previously approved Contract amendments, which additional submittal and design requirements are required by HUD.

In addition, there are additional design changes, including differential upstream protection of PVWC's existing transformers, and additional permitting, which were not anticipated, nor included, under previously approved Contract amendments is recommended, and an updated construction cost estimate to reflect the said HUD modifications and design enhancements is required.

At PVWC's request, CH2M Hill has submitted a proposal dated October 21, 2015 (the "Proposal") to modify the Project to include the additional professional services related to the above (with the exception of construction phase services impacts which will depend on actual start dates of the construction phase services, as well as on the timing and sequencing of the various construction contracts as they unfold, all of which impacts cannot be sufficiently quantified at this time).

When the actual start dates of the construction phase services and the timing and sequencing of the various construction contracts become sufficiently known to enable the cost impacts to be appropriately quantified, a request for an negotiated increase in the professional services to reflect the said impacts will be submitted to the Commission for consideration at some future date when appropriate. Therefore, it is recommended that additional costs related to actual start dates of the construction phase services and future construction phase services impacts be deferred for reasons set forth hereinabove.

Said additional professional services were not included in CH2M Hill's original proposal (nor in previously approved Contract Amendments No. 1, 2 and 3), and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and hereby made a part hereof (as an attachment to Exhibit B referenced below).

CH2M Hill's Proposal for the additional Work as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional Work involved.

It is recommended that, under Project 12-P-43, CH2M Hill be awarded a negotiated increase of \$155,280.00 (increasing the total previously approved not-to-exceed amount for Project 12-P-43 (including previously approved Contract Amendments No. 1, 2, and 3) from \$3,531,087.00 to \$3,686,367.00 to provide PVWC with additional professional services related to the Project under Contract Amendment No. 4 as set forth in the attached copy of CH2M Hill's proposal dated October 21, 2015.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is included in Exhibit B.

---



**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(CONTRACT AMENDMENT NO. 4)**

**FORM OF AMENDMENT TO AGREEMENT  
AND CH2M HILL'S PROPOSAL  
DATED OCTOBER 21, 2015**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION  
AMENDMENT NO. 4 TO AGREEMENT  
FOR PROFESSIONAL SERVICES  
(PROJECT 12-P-43)**

THIS AMENDMENT TO AGREEMENT (hereinafter "Amendment") 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 CH2M Hill, Inc. a professional firm (hereinafter "Professional") having a place of business at 119 Cherry Hill Road, Suite 300, Parsippany, New Jersey 07054.

WHEREAS, the Amendment hereby modifies the previously signed and executed agreement as amended by Contract Amendment Nos. 1, 2, and 3 (collectively the "Agreement") with PVWC and Professional who was awarded Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (hereinafter the "Project"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated October 21, 2015 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of \$3,531,087.00 for the Project (including Contract Amendment Nos. 1, 2, and 3) is hereby increased by the additional amount of \$155,280.00 for Contract Amendment No. 4 as set forth herein, for a revised negotiated not-to-exceed total amount of \$3,686,367.00; and

All other provisions of the AGREEMENT remain in full force and effect.

**CH2M HILL, INC.**

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**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(CONTRACT AMENDMENT NO. 4)**

**CH2M HILL'S PROPOSAL  
DATED OCTOBER 21, 2015**

**ATTACHMENT A**



Water Business Group  
CH2M New Jersey  
119 Cherry Hill Rd  
Suite 300  
Parsippany, NJ  
07054  
)  
O +1 973 316 9300  
F +1 973 334 5847  
www.ch2m.com

Kevin P. Byrne, P.E.  
Principal Engineer  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

October 21, 2015

Re: Project No. 12-P-43  
Professional Engineering Services Emergency Backup Power and Water Storage Facilities Design,  
Permitting and Construction Administrative Services  
Permitting and Financing Assistance – Change Order 4

Dear Mr. Byrne,

As discussed at our meeting of September 17, 2015, additional work tasks have recently been identified during project execution of the Emergency Backup Power at the Little Falls WTP, mainly arising from unanticipated HUD funding requirements. Although HUD requirements have resulted in some design changes and project delays, PVWC has identified that the financial advantage of the HUD grant warrants inclusion of their requirements into the project. CH2M Hill is hereby requesting that PVWC issue a change order for funding additional task needs.

These additional needs fall into four categories:

- Design
- Permitting
- Cost Estimate
- Financing Assistance

Most of the efforts are those needed to produce bid ready documents that are compliant with the current HUD funding requirements that were unanticipated, and have exceeded the planned efforts at the time of development of Change Order 3.

These engineering efforts will require funding now in order to keep the project on schedule. Details on these remaining efforts are provided below.

**Task 6 – Design.**

An approach was discussed for updating the current emergency power design to enable continued differential protection of the existing transformers as currently provided at the project meeting held in PVWC's Clifton offices on September 17, 2015. Incorporating this design update will require unanticipated efforts. Services needed include a site visit, review of the current substation drawings and one line diagrams to identify the correct point of interconnection. Fiber optic cable routing from the existing pump house to existing Switchgear MV will also need to be verified. The design drawings and specs will need to be updated to remove the existing DP contacts from the existing OCB and bring the

Kevin Byrne  
October 21, 2015

contacts up to the new flow through substation in order to maintain the current level of protection. Electrical drawings will need be updated to include the additional fiber optic cable routing.

**Task 7- Permitting.** There were additional unanticipated permit needs required that included additional drainage plan submittals to The Passaic County Planning Board. The HUD Environmental review required revisions to the flood elevation mapping and resubmittal of drawings. In the 4<sup>th</sup> quarter 2015, all permits are received and no further updates are anticipated.

**Task 8 –Cost Estimate.** With a one year delay in bidding and additions to the project design, an update of the engineer's estimate of costs for the project is warranted. The final design documents will be used as a basis for update of the estimate.

**Task 9. 01 - Financing Assistance.** The initial result of accepting the HUD funding, resulted in updates to the front end of the bid documents to incorporate required language for HUD contracts. Updated front end specs were submitted to HUD and the NJDEP on June 2, 2015. Most of that effort was funded through Change Order 3. However, the HUD funding review continued and required extensive coordination and responses to inquiries that were unanticipated during preparation of Change Order 3 including interaction with NJDEP, their environmental consultant CDM and HUD. These entities provided unanticipated comments on the "design "documents pertaining to fire and explosion and the facilities potential impacts on the neighboring community. The resulting design needs from this review is captured in the next section.

**Task 9.02- HUD Containment and Design Update.** Further comments were received from HUD which consisted of concerns for fire/ explosion and environmental concerns as a result of fire. The result of this review, evaluation and coordination with HUD is that they require design of containment facilities around the fuel tanks. This is in addition to the double walled tanks as designed and accepted by NJDEP for SRF funding, resulting in unanticipated design needs.

Design for the containment will include updates in calculations, drawings and specifications to provide

- a containment wall around the fuel storage tanks and,
- an engineered solution for stormwater discharge from the containment area which includes valves, pumps and controls.

In consideration of these design updates, PVWC has requested CH2M to issue a final review set prior to submittal of documents to the NJDEP to request Authorization to Advertise. Submittals and updates remaining include:

- Preparation of final client review set, production of 2 copies of full size design drawings and specifications for submittal to PVWC
  - Update of documents to capture final review comments
  - Preparation of a submittal set of drawings and specifications
  - Production and delivery of 3 copies of full size signed and sealed drawings to NJDEP for NJEIT and HUD approval
  - Final update of documents to address any remaining comments from NJDEP/ HUD.
  - Preparation of bid ready design documents. Submittal of bid documents to the state Comptroller's office and the SED office with notice of the planned date of advertisement.
-

Kevin Byrne  
October 21, 2015

The level of effort and budget for completion of the above scope of services is as follows:

Task	Level of Effort (hrs)	Total Budget for Task Completion (\$)
Task 6 – Design	<del>176</del>	<del>32,990</del> 16,495
Task 7 - Permitting	79	19,429
Task 8 – Cost Estimate	40	6,800
Task 9.01 – Financing assistance	79	20,016
Task 9.02 HUD containment and design updates	550	92,540,
Total for additional services		<del>\$171,775</del> \$155,200

The requested budget increase also excludes compensation for project delays as it affects labor costs. As you know, both the Levine and Emergency Power projects have been delayed for more than a year. The current average salary increase at CH2M is 4% annually. As of August 14, 2015 greater than 50% of the overall project budget remains for execution. Applying 4% to the remaining budget results in a \$59,000 cost of delay for one year. We understand that PVWC acknowledges there is a cost associated with delays, and intends to make compensation and/or adjustment for this at a later time.

We appreciate your consideration of this request and support and await Commission approval.

Regards,

Jerry J. Notte, PE  
Vice President

C: J. Bella  
J. Duprey  
L. Wancho  
R. Ford  
G. Yarberry

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(CONTRACT AMENDMENT NO. 4)**

**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:

**Professional Engineering Services** for Project # 12-P-43 – Professional Services for Emergency Back-Up Power and Water Storage Facilities Design, Permitting and Construction Administration Services. (CH2M Hill).

Amount of Project or Contract not to exceed: **\$3,686,367 including contract amendments 1, 2, 3 and 4**

2015 Budgeted amount \$2,122,000  
2016 Budgeted amount \$1,564,367

1. Acct #: 001-0901.419-95-24 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: November 16, 2015



---

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



**RESOLUTION 15-127**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: NOVEMBER 24, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-11 entitled "Risk Manager 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 Law"); and

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

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

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

**WHEREAS,** based on the said evaluation of the three (3) response(s) received, the firm of Brown & Brown, Metro of Florham Park, N.J. (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their response received November 5, 2015 (hereinafter the "Response"); and

**WHEREAS,** the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") in above-referenced Exhibit A; and

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

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---
<b>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>GRADDY, R.</b>	<u>X</u>	---	---	---
<b>KOLODZIEJ, G.</b>	<u>X</u>	---	---	---
<b>BAZIAN M.</b>	---	---	---	<u>X</u>
<b>DE VITA, T.</b>	<u>X</u>	---	---	---
<b>CLEAVES, C.</b>	<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 November 24, 2015.



---

**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

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

Form of Contract in Blank

**EXHIBIT A**

**FORM OF AGREEMENT**

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and \_\_\_\_\_ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at \_\_\_\_\_

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 16-P-11 entitled "Risk Manager 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 unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 5, 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 A; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not to exceed the annual amount as set forth in the Proposal or as may otherwise be agreed to by PVWC. 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 Administrative Secretary, or the Director of Engineering, 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.

**PROFESSIONAL FIRM**

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**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

(On File in the Office of the Administrative Secretary)

16-P-11  
Risk Management Services

Bids Received: 11/5/2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
The Alamo Insurance Group Inc 55 Flanagan Way Suite 301 Secaucus, NJ 07094 (877)552-5266 ext 108 (p) lalamo@alamoinsurance.net		not to exceed 5% of assessment	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Brown & Brown Metro Inc. 56 Livingston Avenue Roseland, NJ 07068 973-549-1967 (p) dcinelli@bbmetro.com		\$15,000.00	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Anthony S. Cupo Agency 50 Mt. Prospect Avenue Suite 100 Clifton, NJ 07013 973-778-7770 (p) joe.s@cupo.com			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC

**PASSAIC VALLEY WATER COMMISSION**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)**

**IDENTIFICATION PAGE**

- A. Name of Firm<sup>(1)</sup> The Alamo Insurance Group, Inc.
- B. Mailing Address of Firm: 55 Flanagan Way, Suite 301, Secaucus, NJ 07094
- C. Firm's Primary Contact Person for this Project:
1. Name: Luis Alamo
  2. Telephone Number: (877) 552-5266 Ext. 108
  3. Facsimile Number: (844) 336-9124
  4. E-mail Address: lalamo@alamoinsurance.net
- D. Firm's Alternate Contact Person for this Project:
1. Name: Tammeisha Smith
  2. Telephone Number: (877) 552-5266 Ext. 109
  3. Facsimile Number: (844) 336-9124
  4. E-mail Address: tsmith@alamoinsurance.net
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: N/A
  2. Address of Subcontractor's Firm: \_\_\_\_\_
  3. Subcontractor's Contact Person: \_\_\_\_\_
  4. Telephone Number: \_\_\_\_\_
  5. Facsimile Number: \_\_\_\_\_
  6. E-mail Address: \_\_\_\_\_
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:  
(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

**PASSAIC VALLEY WATER COMMISSION**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)**

**IDENTIFICATION PAGE**

- A. Name of Firm<sup>(1)</sup> Brown and Brown Metro, Inc.
- B. Mailing Address of Firm: 56 Livingston Avenue  
Roseland, NJ 07068
- C. Firm's Primary Contact Person for this Project:
1. Name: Dominick S. Cinelli
  2. Telephone Number: O: 973-549-1967 C: 732-539-2119
  3. Facsimile Number: 973-549-1000
  4. E-mail Address: dcinelli@bbmetro.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: Matthew Struck
  2. Telephone Number: 973-549-1893
  3. Facsimile Number: 973-549-1000
  4. E-mail Address: mstruck@bbmetro.com
- E. Contact Information for Firm's Proposed Subcontractor, if any: N/A
1. Name of Subcontractor's Firm: \_\_\_\_\_
  2. Address of Subcontractor's Firm: \_\_\_\_\_
  3. Subcontractor's Contact Person: \_\_\_\_\_
  4. Telephone Number : \_\_\_\_\_
  5. Facsimile Number: \_\_\_\_\_
  6. E-mail Address: \_\_\_\_\_
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), If any:  
**(Attach Additional Sheets as Required)**

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

Brown & Brown Public Risk Advisors of NJ  
P.O. Box 679  
Florham Park, NJ 07932-0679  
Tel: 973-549-1900  
Fax: 973-549-1000  
<http://www.bbpra.com>

**PASSAIC VALLEY WATER COMMISSION**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)**

**IDENTIFICATION PAGE**

- A. Name of Firm<sup>(1)</sup> Anthony S. Cupo Agency
- B. Mailing Address of Firm: 50 Mt. Prospect Avenue, Suite 100  
Clifton, New Jersey 07013
- C. Firm's Primary Contact Person for this Project:
1. Name: Joseph Scibona
  2. Telephone Number: 973-778-7770
  3. Facsimile Number: 973-471-9630
  4. E-mail Address: joe.s@cupo.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: Annmarie Westerfield
  2. Telephone Number: 973-778-7770
  3. Facsimile Number: 973-471-9630
  4. E-mail Address: annmarie.w@cupo.com
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: \_\_\_\_\_
  2. Address of Subcontractor's Firm: \_\_\_\_\_
  3. Subcontractor's Contact Person: \_\_\_\_\_
  4. Telephone Number : \_\_\_\_\_
  5. Facsimile Number: \_\_\_\_\_
  6. E-mail Address: \_\_\_\_\_
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:  
(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

**RESOLUTION 15-126**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: NOVEMBER 24, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** on October 27, 2015 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-18 "Furnish and Deliver Pre-Mixed Concrete"; and

**WHEREAS,** said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), and a memorandum dated November 2, 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 Tanis Concrete, Inc. of Fair Lawn, New Jersey (the "Awardee") with respect to said bid in the amount of \$85,750.00; and

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

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

1. That Contract No. 15-B-18 "Furnish and Deliver Pre-Mixed Concrete" in the total amount of \$85,750.00 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-18 as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

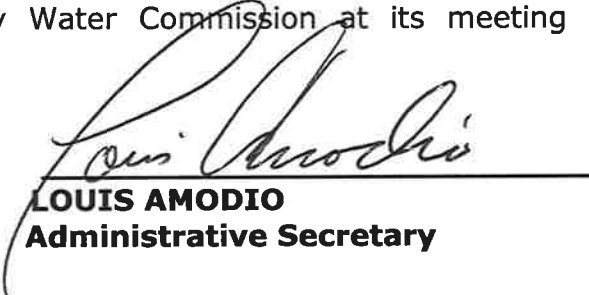
  
 \_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
 \_\_\_\_\_  
**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 November 24, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: November 2, 2015  
To: Hon. Commissioners  
From: J. Bella & J. Duprey  
cc: G. Hanley  
L. Amodio  
L. Beckering  
Re: Contract 15-B-18 "Furnish and Deliver Pre-Mixed Concrete"-Two Bids Received

Two (2) bids were received on October 27, 2015 for Contract 15-B-18 "Furnish and Deliver Pre-Mixed Concrete".

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 for this Contract and the posting of the said notice on PVWC's website were properly accomplished. 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. This product is produced and distributed by a relatively limited number of suppliers willing to satisfy PVWC's public entity bidding requirements, thereby limiting the number of bidders qualified and capable of performing the required Work.

---

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-18**  
**Furnish and Deliver Pre-Mixed Concrete**

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

Of the two (2) bids received, the most responsive and responsible proposal was submitted by **Tanis Concrete, Inc.**, of Fair Lawn, New Jersey, in the amount of **\$85,750.00**.

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-18 – Tanis Concrete, Inc.**

Amount of Project or Contract: \$ 85,750.00

1. Acct: # 001-2002-423-30-44 Purchases / Bldg Material & Supplies

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

Other comments: Two (2) Year Contract Commencing: November 2015  
Furnish and Deliver Pre-Mixed Concrete

Date of Certification: 10/30/15 Certified: \$ 85,750.00



Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---

Bids Received: October 27, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Salomone Redimix, LLC 17 Demarest Drive Wayne, New Jersey 07470 <a href="mailto:mcalvitti@salomone.com">mcalvitti@salomone.com</a>	<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	\$101,650.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Joel Tanis & Sons 17-68 River Drive Fair Lawn, New Jersey 07410 <a href="mailto:kstocket@tanisconcrete.com">kstocket@tanisconcrete.com</a>	<input checked="" type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$8,575.00	\$85,750.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<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.

**RESOLUTION 15-125**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: NOVEMBER 24, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on October 27, 2015 for Contract No. 15-B-16 "Removal and Disposal of Process Residuals"; 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 November 2, 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 bid and qualifications of bidder therefor; and

**WHEREAS,** the responsible bid submitted for this 2-year contract was that of Spectraserv, Inc. of South Kearny, New Jersey (the "Awardee") with respect to said bid in the amount of \$2,684,240.00; and

**WHEREAS,** when these goods and services were previously bid under Contract 13-B-18, Spectraserv was the only bidder in the original solicitation for bids and again the only bidder in the re-solicitation for bids for the re-bid Contract, and, in both cases, Spectraserv submitted a responsible and responsive bid with the re-bid contract being awarded to them by PVWC in accordance with applicable law; and

**WHEREAS,** As the contractor for PVWC's previous contract for removal and disposal of process residuals, Spectraserv has provided, and continue to provide, goods and services under the said contract consistently and reliably, and in an effective and efficient manner, throughout the duration of the said contract; and

**WHEREAS,** it is, therefore, in the best interests of PVWC, its users and constituent municipalities to award the Contract to Spectraserv (the "Awardee"); 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-16 "Removal and Disposal of Process Residuals" in the total amount of \$2,684,240.00 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-16 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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



**President  
CHRystal CLEAVES**

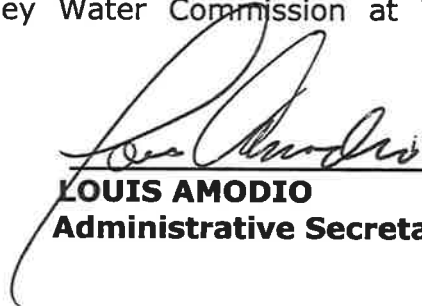


**Secretary  
THOMAS P. DE VITA**

**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 November 24, 2015.



**LOUIS AMODIO  
Administrative Secretary**



**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: November 2, 2015

To: Hon. Commissioners

From: J. Duprey

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

Re: Contract 15-B-16 "Removal and Disposal of Process Residuals"-One Bid Received for this Contract

Notwithstanding solicitation of bids to potential bidders for Contract No. 15-B-16 "Removal and Disposal of Process Residuals", only one (1) bid was received by PVWC on October 27, 2015. The responsive and responsible bid submitted was that of Spectraserv, Inc. of South Kearny, New Jersey.

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

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished. In addition, three (3) entities purchased sets of bid documents prior to the stipulated bid date. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These highly specialized services are provided by a relatively limited number of vendors, thereby limiting the number of bidders qualified and capable of performing the required Work, only one of which appears willing to satisfy PVWC's public entity bidding requirements.

When these goods and services were previously bid under Contract 13-B-18, Spectraserv was the only bidder in the original solicitation for bids and again was the only bidder in the re-solicitation for bids for the re-bid Contract, and, in both cases, Spectraserv submitted a responsible and responsive bid with the re-bid contract being awarded to them by PVWC in accordance with applicable law.

As the contractor for PVWC's previous contract for removal and disposal of process residuals, Spectraserv has provided, and continue to provide, goods and services under the said contract consistently and reliably, and in an effective and efficient manner, throughout the duration of the said contract.

Subject to review and approval by the Law Department, it is recommended that the one (1) bid received for the above-referenced Contract be awarded to Spectraserv in the total amount of their bid.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-16**  
**Removal and Disposal of Process Residuals**

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

One bid was received, that of **Spectraserv, Inc.**, of South Kearny, New Jersey, in the amount of \$2,684,240.00.

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-16 – Spectraserv, Inc.**

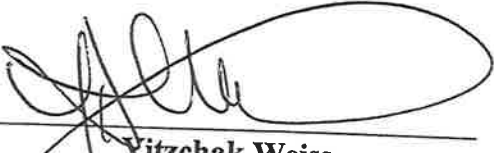
Amount of Project or Contract: \$ 2,684,240.00

1. Acct: # 001-1002-421-74-02 Residuals Management / Residuals Hauling

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

Other comments: Two (2) Year Contract Commencing: November 2015  
Removal and Disposal of Process Residuals

Date of Certification: 10/30/2015 Certified: \$ 2,684,240.00

  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---

Contract # 15-B-16  
Removal Disposal of Process Residuals

Bids Received: October 27, 2015

BIDDERS	<b>BID DEPOSIT</b> CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Spectraserv 75 Jacobus Avenue Kearny, New Jersey 07032 iwengryn@spectraserv.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,684,240.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Landscape Materials, Inc. 311 Roycefield Road Hillsborough, New Jersey 08844 dougulmi@yahoo.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Peter Rubinetti Private Disposal Inc. 75 Claremont Road - Suite 304 Bernardsville, New Jersey 07924 rubinetti01@gmail.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION 15-124**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: NOVEMBER 24, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on October 6, 2015 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe" and a copy of the tabulation and summary of bids received, along with other relevant correspondence, is attached to the PVWC memorandum referenced below; and

**WHEREAS**, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality); and

**WHEREAS**, the Contract Documents for this multiple bid item contract allow for award of items separately, in groups of any number of items, or award of the entire contract to one bidder, and the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

**WHEREAS**, subsequent to the receipt of bids for the Contract, Raritan Group, Inc. ("Raritan Group") of New Brunswick, New Jersey and HD Supply Waterworks, LTD ("HD Supply") of Edison, New Jersey each requested that their bids be withdrawn by PVWC because their bid pricing for the products they offered under the Contract failed to include costs for stainless steel hardware, which stainless steel hardware is clearly required by the bidding Documents; and

**WHEREAS**, information submitted by Waterworks Supply Company, Inc. of Pompton Plains, New Jersey ("Waterworks Supply")

in their bid documented that the stainless steel hardware required by the Bidding Documents was included in their Bid; and

**WHEREAS,** a copy of the Director of Engineering's memorandum dated October 29, 2015 regarding the above is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** a copy of the Director of Purchasing's memorandum dated October 14, 2015 (with referenced correspondence from Raritan Group and HD Supply [all dated October 14, 2015] requesting that their respective bids be withdrawn by PVWC for reasons cited above) is attached hereto and made a part hereof as Exhibit B; 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,** the lowest responsible and responsive bid submitted for this contract was that of Waterworks Supply Company of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, for Bid Items 1-13, 22-29, and 40-54, in the amount of \$175,685.84; and

**WHEREAS,** Bid Items 14-21, 30-39 and 55-62 will be procured separately, by appropriate means, if and when required; 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;

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

1. That Contract No. 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe" in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to the Awardee as also set forth hereinabove; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of


said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-15 as set forth hereinabove.


---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---
<b>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>GRADDY, R.</b>	<u>X</u>	---	---	---
<b>KOLODZIEJ, G.</b>	<u>X</u>	---	---	---
<b>BAZIAN M.</b>	---	---	---	<u>X</u>
<b>DE VITA, T.</b>	<u>X</u>	---	---	---
<b>CLEAVES, C.</b>	<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 November 24, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 15-B-15  
"FURNISH AND DELIVER REPAIR CLAMPS  
AND COUPLINGS FOR PIPE"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED OCTOBER 29, 2015**

**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: October 29, 2015  
To: J. Bella  
From: J. Duprey  
c: G. Hanley  
L. Amodio  
L. Beckering  
Re: Contract 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe"

On October 6, 2015 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-15 "Furnish and Deliver Repair Clamps and Couplings for Pipe".

The Contract Documents for this multiple bid item contract allow for award of items separately, in groups of any number of items, or award of the entire contract to one bidder, and the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor.

Subsequent to the receipt of bids for the Contract, Raritan Group, Inc. ("Raritan Group") of New Brunswick, New Jersey and HD Supply Waterworks, LTD ("HD Supply") of Edison, New Jersey each requested that their bids be withdrawn by PVWC because their bid pricing for the products they offered under the Contract failed to include costs for stainless steel hardware, which stainless steel hardware is clearly required by the bidding Documents.

Information submitted by Waterworks Supply Company, Inc. of Pompton Plains, New Jersey ("Waterworks Supply") in their bid documented that the stainless steel hardware required by the Bidding Documents was included in their Bid.

A copy of the Director of Purchasing's memorandum dated October 14, 2015 with a tabulation and summary of bid received (and including correspondence from Raritan Group and HD Supply [all dated October 14, 2015] requesting that their respective bids be withdrawn by PVWC for reasons cited above) is attached hereto as Exhibit B.

The lowest responsible and responsive bid submitted for this contract was that of Waterworks Supply Company of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, for the various bid items and in the total amount; all as set forth in the Director of Purchasing's memorandum referenced above.

Based on the above, and subject to review and approval of the Law Department, it is recommended that the Contract be awarded to the Awardee; all as set forth hereinabove.

---

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 15-B-15  
"FURNISH AND DELIVER REPAIR CLAMPS  
AND COUPLINGS FOR PIPE"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
DATED OCTOBER 14, 2015 WITH REFERENCED ATTACHMENTS**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 14, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-15**  
**Furnish and Deliver Repair Clamps, Tapping Sleeves and**  
**Couplings for Pipe**

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Water Works Supply Company, Inc.**, of Pompton Plains, New Jersey, in the amount of **\$175,685.84 for items 1-13, 22-29 and 40-54.**

Please note: items 14-21, 30-39 and 55-62 will be procured separately by quotes.

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio ✓  
J. Duprey ✓

Contract # 15-B-15  
 Repair Clamps Couplings for Pipe

Bids Received: October 6, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Water Works Supply Company, Inc. 660 Route 23 Pompton Plains, New Jersey 07444 <a href="mailto:craigc@wwscnj.com">craigc@wwscnj.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$175,685.84	<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.
HD Supply Waterworks 61 Gross Avenue Edison, New Jersey 08837 <a href="mailto:fred.schweighardt@hdsupply.com">fred.schweighardt@hdsupply.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$176,733.34	<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.
Raritan Group 301 Meadow Road Edison, New Jersey 08817 <a href="mailto:billh@raritangroup.com">billh@raritangroup.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$112,745.28 S/B \$112,744.29	<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.
Brent Material Company 325 Columbia Turnpike - Suite 308 Florham Park, New Jersey 07932 <a href="mailto:tom@brentmaterial.com">tom@brentmaterial.com</a>	<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.



**Duprey, Jim**

---

**From:** Beckering, Linda  
**Sent:** Wednesday, October 14, 2015 4:40 PM  
**To:** Duprey, Jim  
**Subject:** FW: BID WITHDRAW

**Importance:** High

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

---

**From:** Miro Gietka [<mailto:Miro@raritangroup.com>]  
**Sent:** Thursday, October 08, 2015 2:27 PM  
**To:** Beckering, Linda  
**Subject:** BID WITHDRAW  
**Importance:** High

Linda

We need to withdraw our bid for the repair clamps #15-B-15. We DID NOT quote it per spec which changed this time to SS hardware. I believe HD Supply which quoted Smith Blair as well did the same thing. Please confirm.

Thank you

Miro Gietka  
Raritan Pipe & Supply Co.  
301 Meadow Rd  
Edison NJ 08817  
732-985-5000  
732-985-5002

**Duprey, Jim**

---

**From:** Beckering, Linda  
**Sent:** Wednesday, October 14, 2015 4:40 PM  
**To:** Duprey, Jim  
**Subject:** FW: Contract 15-B-15

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

---

**From:** Schweighardt, Frederick J [HDS] [<mailto:Fred.Schweighardt@hdsupply.com>]  
**Sent:** Thursday, October 08, 2015 2:57 PM  
**To:** Beckering, Linda  
**Subject:** Contract 15-B-15

Linda-

Smith Blair just called me and told me they quoted Alloy bolts instead of the stainless steel on the specifications. HD Supply was not apparent low bidder from what I saw, but please let me know if we could pull our bid from consideration. Smith Blair regrets the mistake, and said they cant offer the SS bolts at the price they made a mistake on.

Thanks,

**Fred Schweighardt**  
Sales Representative  
HD Supply Waterworks  
732.225.1039 office  
732.225.5313 fax  
908.872.9730 mobile  
[Fred.schweighardt@hdsupply.com](mailto:Fred.schweighardt@hdsupply.com)

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 15-B-15  
"FURNISH AND DELIVER REPAIR CLAMPS  
AND COUPLINGS FOR PIPE"**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**



**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 15-B-15  
"FURNISH AND DELIVER REPAIR CLAMPS  
AND COUPLINGS FOR PIPE"**

**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: **15-B-15 - Water Works Supply Company, Inc.**

Amount of Project or Contract: \$ 175,685.84

1. Acct: # 001-0000-131-01-00 Inventory

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

Other comments: Two Year Contract Commencing: October 2015  
Repair Clamps, Tapping Sleeves and Couplings for Pipe

Date of Certification: 10/14/2015 Certified: \$ 175,685.84

  
Fitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---

**RESOLUTION 15-123**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: NOVEMBER 24, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on October 20, 2015 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-11 "Furnish and Deliver Fire Hydrants"; and

**WHEREAS**, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and the General 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**, the lowest responsible bid submitted for this contract was that of HD Supply Waterworks, LTD of Edison, New Jersey (the "Awardee") with respect to said bid, in the amount of \$931,523.35; 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-11 "Furnish and Deliver Fire Hydrants" in the total amount of \$931,523.35 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-11 as set forth hereinabove.

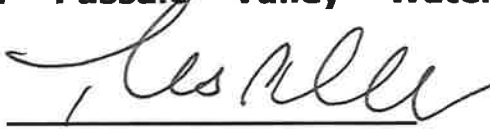
---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>  X  </u>	_____	_____	_____
<b>LEVINE, J.</b>	<u>  X  </u>	_____	_____	_____
<b>GRADDY, R.</b>	<u>  X  </u>	_____	_____	_____
<b>KOLODZIEJ, G.</b>	<u>  X  </u>	_____	_____	_____
<b>BAZIAN M.</b>	_____	_____	_____	<u>  X  </u>
<b>DE VITA, T.</b>	<u>  X  </u>	_____	_____	_____
<b>CLEAVES, C.</b>	<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 November 24, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

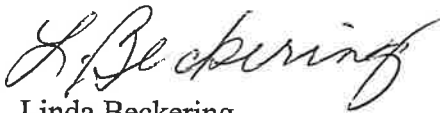
DATE: November 4, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 15-B-11**  
**Furnish and Deliver Fire Hydrants**

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 Four (4) bids received, the lowest responsive and responsible proposal was submitted by **HD Supply Waterworks, LTD**, of Edison, New Jersey, in the amount of **\$931,523.35**.

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-11 - HD Supply Waterworks, LTD**


Amount of Project or Contract: \$ 931,523.35

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2014/2016/2017

Other comments: Two Year Contract Commencing: November 201  
Furnish and Deliver Fire Hydrants

Date of Certification: 11/04/2015 Certified: \$ 931,523.35

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---

Bids Received: October 20, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Water Works Supply Company, Inc. 680 Route 23 Pompton Plains, New Jersey 07444 <a href="mailto:craigc@wwscnj.com">craigc@wwscnj.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$981,523.35	<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.
Raritan Group 301 Meadow Road Edison, New Jersey 08817 <a href="mailto:billh@raritangroup.com">billh@raritangroup.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,412,413.19	<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.
HD Supply Waterworks, LTD 61 Gross Avenue Edison, New Jersey 08837 <a href="mailto:fred.schweighardt@hdsupply.com">fred.schweighardt@hdsupply.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$931,045.78	<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.
Capitol Supply Construction Prod Inc 149 Old Turnpike Road Wayne, New Jersey 07470 <a href="mailto:michaelgrieco@capitolconstruction.cc">michaelgrieco@capitolconstruction.cc</a>	Certified Check Cashier's Check Bid Bond Not to Exceed	\$1,075,729.80 s/b \$1,086,487.10	<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.
Brent Material Company 325 Columbus Turnpike-Suite 308 Florham Park, New Jersey 07932 <a href="mailto:tom@brentmaterialc.com">tom@brentmaterialc.com</a>	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION 15-122**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: NOVEMBER 24, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on October 6, 2015 five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-9 "Furnish and Deliver Iron Pipe and Fittings"; and

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

**WHEREAS**, the Contract Documents for this multiple bid item contract allow for award of items separately, in groups of any number of items, or award of the entire contract to one bidder, and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., (hereinafter "the Law") provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

**WHEREAS**, the lowest responsible bids submitted were that of HD Supply Waterworks Ltd. of Edison, New Jersey (the "Awardee") with respect to said bid, for Bid Items 1-12 in the amount of \$189,167.00, and Waterworks Supply Company, Inc. of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, for Bid Items 13-128 in the amount of \$92,360.06; 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-9 "Furnish and Deliver Iron Pipe and Fittings" in the total amounts set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardees as also set forth hereinabove; and

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-9 as set forth hereinabove.


---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

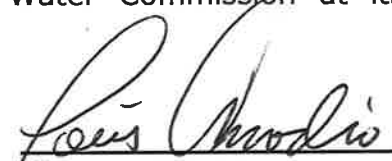
  
 \_\_\_\_\_  
**President**  
**CHRISTAL CLEAVES**

  
 \_\_\_\_\_  
**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 November 24, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 14, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 15-B-9**  
**Furnish and Deliver Iron Pipe and Fittings**

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 proposals were submitted by **HD Supply Waterworks, Ltd**, of Edison, New Jersey for Items: 1-12 in the amount of **\$189,167.00**, and **Water Works Supply Company, Inc.**, of Pompton Plains, New Jersey for items: 13-128 in the amount of **\$92,360.06**.

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-9 – Water Works Supply Company, Inc.**  
**\$92,360.06**  
**HD Supply Waterworks, LTD**  
**\$189,167.00**


Amount of Project or Contract: \$ 281,527.06

1. Acct: # 001-0000-131-01-00 Inventory

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

Other comments: Two Year Contract Commencing: October 2015  
Furnish and Deliver Iron Pipe and Fittings

Date of Certification: 10/14/2015 Certified: \$ 281,527.06

  
\_\_\_\_\_  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-9  
Iron Pipe and Fittings

Bids Received: October 6, 2015

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Water Works Supply Company, Inc. 680 Route 23 Pompton Plains, New Jersey 07444 <a href="mailto:craigc@wwsnj.com">craigc@wwsnj.com</a>	CC- Certified Check CA- Cashier's Check BB- Bid Bond _____ Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$92,360.00	<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.
Campbell Materials 1235 Harrison Avenue Kearny, New Jersey 07032 <a href="mailto:gene@campbellmaterials.com">gene@campbellmaterials.com</a>	_____ Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Raritan Group 301 Meadow Road Edison, New Jersey 08817 <a href="mailto:billh@raritangroup.com">billh@raritangroup.com</a>	_____ Certified Check Cashier's Check Bid Bond Not to Exceed 10\$ \$20,000.00	\$304,531.16 S/B \$303,924.00	<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.
Mc Wane Ductile 183 Sitgreaves Street Phillipsburg, New Jersey 08865 <a href="mailto:chuck.sanguinito@mcwaneductile.com">chuck.sanguinito@mcwaneductile.com</a>	_____ Certified Check Cashier's Check Bid Bond Not to Exceed 10% Bid Bond Not to Exceed \$	\$192,139.00 Piipe Only	<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.
HDSupply Waterworkd 61 Gross Avenue Edison, New Jersey 08837 <a href="mailto:fred.schweighardt@hdsupply.com">fred.schweighardt@hdsupply.com</a>	_____ Certified Check Cashier's Check Bid Bond Not to Exceed 10% Bid Bond Not to Exceed \$20,000.00	\$309,911.68 S/B \$309,551.68	<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-9  
Iron Pipe and Fittings

Bids Received: October 6, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Capitol Supply Construction Products 149 Old Turnpike Road Wayne, New Jersey 07470 <a href="mailto:michael.grieco@capitolsupplyconstruction.com">michael.grieco@capitolsupplyconstruction.com</a>	<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	\$294,072.35 \$S/B \$297,009.07	<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.
Brent Material Company 325 Columbia Turnpike - Suite 308 Florham Park, New Jersey 07932 <a href="mailto:tom@brentmaterial.com">tom@brentmaterial.com</a>	<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.
	<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-9  
Furnish and Deliver Iron Pipe and Fittings

Bid Item	Description	Stipulated Quantity	Capitol Supply Construction		Raritan Group Inc.		HD Supply Waterworks L		McWane Ductile-NJ A Division of McWane Inc.		Water Works Supply Co Inc.		Totals
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	
21	30" Mechanical Joint	6 ea	\$679.06	\$4,074.36	\$785.00	\$4,710.00	\$685.00	\$4,110.00	N/Q	\$514.22	\$3,085.32		
22	36" Mechanical Joint	6 ea	\$875.66	\$5,253.96	\$986.00	\$5,796.00	\$885.00	\$5,310.00	N/Q	\$658.18	\$3,949.08		
				\$25,360.72		\$32,731.00		\$25,583.75			\$20,760.45		
23	<b>Gaskets</b>												
24	4" Mechanical Joint	50 ea	\$2.41	\$120.50	\$3.00	\$150.00	\$3.00	\$150.00	N/Q	\$2.00	\$100.00		
25	6" Mechanical Joint	400 ea	\$2.41	\$964.00	\$3.00	\$1,200.00	\$3.00	\$1,200.00	N/Q	\$2.00	\$800.00		
26	8" Mechanical Joint	200 ea	\$2.89	\$578.00	\$4.00	\$800.00	\$3.50	\$700.00	N/Q	\$2.40	\$480.00		
27	12" Mechanical Joint	20 ea	\$4.82	\$96.40	\$6.00	\$120.00	\$6.00	\$120.00	N/Q	\$4.00	\$80.00		
28	16" Mechanical Joint	20 ea	\$8.19	\$163.80	\$11.00	\$220.00	\$10.00	\$200.00	N/Q	\$6.80	\$136.00		
29	20" Mechanical Joint	10 ea	\$10.60	\$106.00	\$14.00	\$140.00	\$13.00	\$130.00	N/Q	\$8.80	\$88.00		
30	24" Mechanical Joint	10 ea	\$13.01	\$130.10	\$17.00	\$170.00	\$16.00	\$160.00	N/Q	\$10.80	\$108.00		
31	36" Mechanical Joint	10 ea	\$36.73	\$367.30	\$39.00	\$390.00	\$38.00	\$380.00	N/Q	\$21.00	\$210.00		
			\$35.66	\$356.60	\$45.00	\$450.00	\$43.25	\$432.50	N/Q	\$24.65	\$246.50		
				\$2,882.70		\$3,640.00		\$3,472.50			\$2,248.50		
32	<b>Plugs</b>												
	4" Mechanical Joint with 2" IPS Tap	5 ea	\$29.88	\$149.40	\$29.00	\$145.00	\$29.25	\$146.25	N/Q	\$29.76	\$148.80		
33	6" Mechanical Joint with 2" IPS Tap	5 ea	\$44.82	\$224.10	\$44.00	\$220.00	\$44.00	\$220.00	N/Q	\$30.72	\$153.60		
34	8" Mechanical Joint with 2" IPS Tap	5 ea	\$60.24	\$301.20	\$51.00	\$255.00	\$59.25	\$296.25	N/Q	\$46.08	\$230.40		
35	12" Mechanical Joint with 2" IPS Tap	5 ea	\$93.98	\$469.90	\$93.00	\$465.00	\$92.25	\$461.25	N/Q	\$79.68	\$398.40		
				\$1,144.60		\$1,085.00		\$1,123.75			\$931.20		
36	<b>Caps</b>												
	4" Mechanical Joint	10 ea	\$13.01	\$130.10	\$12.00	\$120.00	\$13.00	\$130.00	N/Q	\$12.96	\$129.60		
37	6" Mechanical Joint	10 ea	\$23.13	\$231.30	\$19.00	\$190.00	\$22.75	\$227.50	N/Q	\$23.04	\$230.40		
38	8" Mechanical Joint	10 ea	\$38.55	\$385.50	\$38.00	\$380.00	\$38.00	\$380.00	N/Q	\$38.40	\$384.00		
39	12" Mechanical Joint	5 ea	\$72.77	\$363.85	\$72.00	\$360.00	\$71.50	\$357.50	N/Q	\$72.48	\$362.40		
				\$1,110.75		\$1,050.00		\$1,095.00			\$1,106.40		
40	<b>45 Degree Bends</b>												
	6" MJ x MJ	20 ea	\$47.23	\$944.60	\$29.00	\$580.00	\$46.50	\$930.00	N/Q	\$47.04	\$940.80		
41	8" MJ x MJ	20 ea	\$68.92	\$1,378.40	\$47.00	\$940.00	\$67.75	\$1,355.00	N/Q	\$68.64	\$1,372.80		

Contract 15-B-9  
Furnish and Deliver Iron Pipe and Fittings

Bid Item	Description	Stipulated Quantity	Capitol Supply Construction		Raritan Group Inc.		HD Supply Waterworks L		McWane Ductile-NJ A Division of McWane Inc.		Water Works Supply Co Inc.		Totals
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	
42	10" MJ x MJ	2	\$100.72	\$201.44	\$68.00	\$136.00	\$99.00	\$198.00	N/Q	N/Q	\$100.32	\$200.64	
43	12" MJ x MJ	2	\$150.36	\$300.72	\$149.00	\$298.00	\$147.75	\$295.50	N/Q	N/Q	\$149.76	\$299.52	
44	16 MJ x MJ	4	\$294.94	\$1,179.76	\$293.00	\$1,172.00	\$290.00	\$1,160.00	N/Q	N/Q	\$293.76	\$1,175.04	
45	20" MJ x MJ	4	\$452.05	\$1,808.20	\$776.00	\$3,104.00	\$444.00	\$1,776.00	N/Q	N/Q	\$450.24	\$1,800.96	
46	24" MJ x MJ	2	\$689.75	\$1,379.50	\$1,179.00	\$2,358.00	\$675.00	\$1,350.00	N/Q	N/Q	\$684.00	\$1,368.00	
47	4" PE x MJ	5	\$30.84	\$154.20	\$30.00	\$150.00	\$30.50	\$152.50	N/Q	N/Q	\$30.72	\$153.60	
48	6" PE x MJ	5	\$52.53	\$262.65	\$47.00	\$235.00	\$51.75	\$258.75	N/Q	N/Q	\$52.32	\$261.60	
49	10" PE x MJ	2	\$125.30	\$250.60	\$84.00	\$168.00	\$123.25	\$246.50	N/Q	N/Q	\$124.80	\$249.60	
50	12" PE x MJ	4	\$178.31	\$713.24	\$177.00	\$708.00	\$175.25	\$701.00	N/Q	N/Q	\$177.60	\$710.40	
51	16" PE x MJ	2	\$333.98	\$667.96	\$332.00	\$664.00	\$328.25	\$656.50	N/Q	N/Q	\$242.56	\$485.12	
52	20" PE x MJ	2	\$798.55	\$1,597.10	\$1,371.00	\$2,742.00	\$785.00	\$1,570.00	N/Q	N/Q	\$579.96	\$1,159.92	
53	24" PE x MJ	2	\$773.49	\$1,546.98	\$1,328.00	\$2,656.00	\$760.25	\$1,520.50	N/Q	N/Q	\$561.76	\$1,123.52	
				\$12,385.35		\$15,911.00		\$12,170.25				\$11,301.52	
54	<b>90 Degree Bend</b> 4" MJ x MJ	5	\$35.66	\$178.30	\$35.00	\$175.00	\$35.00	\$175.00	N/Q	N/Q	\$35.52	\$177.60	
55	6" MJ x MJ	20	\$56.31	\$1,166.20	\$58.00	\$1,160.00	\$57.25	\$1,145.00	N/Q	N/Q	\$58.08	\$1,161.60	
56	8" MJ x MJ	10	\$84.82	\$848.20	\$84.00	\$840.00	\$83.50	\$835.00	N/Q	N/Q	\$84.48	\$844.80	
57	10" MJ x MJ	2	\$134.94	\$269.88	\$134.00	\$268.00	\$132.75	\$265.50	N/Q	N/Q	\$134.40	\$268.80	
58	12" MJ x MJ	2	\$181.69	\$363.38	\$180.00	\$360.00	\$178.50	\$357.00	N/Q	N/Q	\$180.96	\$361.92	
59	16" MJ x MJ	2	\$413.01	\$826.02	\$411.00	\$822.00	\$406.00	\$812.00	N/Q	N/Q	\$411.36	\$822.72	
60	20" MJ x MJ	2	\$693.49	\$1,386.98	\$1,190.00	\$2,380.00	\$682.00	\$1,364.00	N/Q	N/Q	\$690.72	\$1,381.44	
61	24" MJ x MJ	2	\$1,035.18	\$2,070.36	\$1,777.00	\$3,554.00	\$1,025.00	\$2,050.00	N/Q	N/Q	\$1,031.04	\$2,062.08	
62	4" PE x MJ	10	\$42.41	\$424.10	\$42.00	\$420.00	\$41.75	\$417.50	N/Q	N/Q	\$42.24	\$422.40	
63	6" PE x MJ	10	\$70.36	\$703.60	\$70.00	\$700.00	\$69.25	\$692.50	N/Q	N/Q	\$70.08	\$700.80	
64	8" PE x MJ	14	\$100.72	\$1,410.08	\$100.00	\$1,400.00	\$99.00	\$1,386.00	N/Q	N/Q	\$100.32	\$1,404.48	
65	10" PE x MJ	2	\$158.07	\$316.14	\$157.00	\$314.00	\$155.25	\$310.50	N/Q	N/Q	\$157.44	\$314.88	
66	12" PE x MJ	2	\$206.75	\$413.50	\$205.00	\$410.00	\$203.25	\$406.50	N/Q	N/Q	\$205.92	\$411.84	
67	20" PE x MJ	4	\$1,063.13	\$4,252.52	\$1,058.00	\$4,232.00	\$1,044.00	\$4,176.00	N/Q	N/Q	\$772.10	\$3,088.40	
68	24" PE x MJ	3	\$1,141.20	\$3,423.60	\$1,136.00	\$3,408.00	\$1,125.00	\$3,375.00	N/Q	N/Q	\$828.80	\$2,486.40	
69	3" Flange x Flange	4	\$41.41	\$165.64	\$42.00	\$168.00	N/Q	\$260.00	N/Q	N/Q	\$42.24	\$168.96	
70	4" Flange x Flange	4	\$64.47	\$257.88	\$65.00	\$260.00	\$65.00	\$260.00	N/Q	N/Q	\$65.76	\$263.04	
71	10" Flange x Flange	2	\$251.82	\$503.64	\$265.00	\$530.00	\$262.50	\$525.00	N/Q	N/Q	\$265.92	\$531.84	
				\$18,980.02		\$21,401.00		\$18,552.50				\$16,874.00	



Contract 15-B-9  
Furnish and Deliver Iron Pipe and Fittings

Bid Item	Description	Stipulated Quantity	Capitol Supply Construction		Raritan Group Inc.		HD Supply Waterworks L		McWane Ductile-NJ A Division of McWane Inc.		Water Works Supply Co Inc.	
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals
72	<b>Offset with 6" Drop</b>											
	4" M.J. x M.J.	2	\$64.36	\$128.72	\$50.00	\$100.00	\$56.00	\$112.00	N/Q		\$56.64	\$113.28
73	6" MJ x MJ	2	\$110.18	\$220.36	\$85.00	\$170.00	\$200.00	\$400.00	N/Q		\$96.96	\$193.92
74	8" MJ x MJ	2	\$158.73	\$317.46	\$59.00	\$118.00	\$290.00	\$580.00	N/Q		\$139.68	\$279.36
75	4" PE x MJ	2	\$92.18	\$184.36	\$71.00	\$142.00	\$220.00	\$440.00	N/Q		\$81.12	\$162.24
76	6" PE x MJ	2	\$108.00	\$216.00	\$84.00	\$168.00	\$267.75	\$535.50	N/Q		\$95.04	\$190.08
77	8" PE x MJ	2	\$163.07	\$326.14	\$126.00	\$252.00	\$500.25	\$1,000.50	N/Q		\$143.52	\$287.04
78	12" PE x MJ	2	\$407.95	\$815.90	\$314.00	\$628.00	\$821.00	\$1,642.00	N/Q		\$358.56	\$717.12
				\$2,208.94		\$1,578.00		\$4,710.00				\$1,943.04
79	<b>Offset with 12" Drop</b>											
	4" MJ x MJ	2	\$83.45	\$166.90	\$65.00	\$130.00	\$155.00	\$310.00	N/Q		\$73.44	\$146.88
80	6" MJ x MJ	2	\$143.45	\$286.90	\$111.00	\$222.00	\$245.00	\$490.00	N/Q		\$96.96	\$193.92
81	8" MJ x MJ	2	\$204.55	\$409.10	\$158.00	\$316.00	\$362.00	\$724.00	N/Q		\$180.00	\$360.00
82	4" PE x MJ	2	\$113.45	\$226.90	\$88.00	\$176.00	\$224.00	\$448.00	N/Q		\$99.84	\$199.68
83	6" PE x MJ	2	\$143.45	\$286.90	\$110.00	\$220.00	\$236.00	\$472.00	N/Q		\$124.80	\$249.60
84	8" PE x MJ	2	\$229.66	\$459.32	\$177.00	\$354.00	\$375.25	\$750.50	N/Q		\$202.08	\$404.16
85	12" PE x MJ	2	\$413.45	\$826.90	\$318.00	\$636.00	\$1,424.25	\$2,848.50	N/Q		\$363.84	\$727.68
				\$2,662.92		\$2,054.00		\$6,043.00				\$2,281.92
86	<b>Offset with 18" Drop</b>											
	4" MJ x MJ	2	\$112.36	\$224.72	\$87.00	\$174.00	\$191.00	\$382.00	N/Q		\$98.88	\$197.76
87	6" MJ x MJ	2	\$175.64	\$351.28	\$136.00	\$272.00	\$299.50	\$599.00	N/Q		\$154.56	\$309.12
88	8" MJ x MJ	2	\$255.27	\$510.54	\$170.00	\$340.00	\$438.25	\$876.50	N/Q		\$224.64	\$449.28
89	12" MJ x MJ	2	\$432.55	\$865.10	\$334.00	\$668.00	\$941.75	\$1,883.50	N/Q		\$380.64	\$761.28
90	4" PE x MJ	2	\$136.36	\$272.72	\$106.00	\$212.00	\$118.50	\$237.00	N/Q		\$120.00	\$240.00
91	6" PE x MJ	2	\$200.73	\$401.46	\$155.00	\$310.00	\$273.75	\$547.50	N/Q		\$176.64	\$353.28
92	8" PE x MJ	2	\$259.09	\$518.18	\$200.00	\$400.00	\$753.25	\$1,506.50	N/Q		\$228.00	\$456.00
93	12" PE x MJ	2	\$553.50	\$1,107.00	\$434.00	\$868.00	\$1,675.00	\$3,350.00	N/Q		\$495.84	\$991.68
				\$4,251.00		\$3,244.00		\$9,382.00				\$3,758.40
94	<b>Offset with 24" Drop</b>											
	4" MJ x MJ	2	\$129.82	\$259.64	\$100.00	\$200.00	\$226.00	\$452.00	N/Q		\$114.24	\$228.48
95	6" MJ x MJ	2	\$222.00	\$444.00	\$171.00	\$342.00	\$278.00	\$556.00	N/Q		\$195.36	\$390.72
96	8" MJ x MJ	2	\$362.73	\$725.46	\$280.00	\$560.00	\$459.00	\$918.00	N/Q		\$319.20	\$638.40
97	12" MJ x MJ	2	\$611.45	\$1,222.90	\$471.00	\$942.00	\$1,159.00	\$2,318.00	N/Q		\$538.08	\$1,076.16

Contract 15-B-9  
Furnish and Deliver Iron Pipe and Fittings

Bid Item	Description	Stipulated Quantity	Capitol Supply Construction		Raritan Group Inc.		HD Supply Waterworks L		McWane Ductile-NJ A Division of McWane Inc.		Water Works Supply Co Inc.		Totals
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	Unit \$	Totals	
98	4" PE x MJ	2	\$150.55	\$301.10	\$116.00	\$232.00	\$294.75	\$589.50	N/Q	N/Q	\$132.48	\$264.96	
99	6" PE x MJ	2	\$244.38	\$488.76	\$189.00	\$378.00	\$271.00	\$542.00	N/Q	N/Q	\$215.04	\$430.08	
100	8" PE x MJ	2	\$352.27	\$704.54	\$211.00	\$422.00	\$544.25	\$1,088.50	N/Q	N/Q	\$240.48	\$480.96	
101	12" PE x MJ	2	\$697.10	\$1,394.20	\$537.00	\$1,074.00	\$605.50	\$1,211.00	N/Q	N/Q	\$613.44	\$1,226.88	
			\$5,540.60	\$4,150.00		\$7,675.00						\$4,736.64	
102	<b>Solid Sleeves</b>												
103	4" x 12"	5	\$31.33	\$156.65	\$31.00	\$155.00	\$31.75	\$158.75	N/Q	N/Q	\$31.20	\$156.00	
104	6" x 12"	10	\$52.53	\$525.30	\$52.00	\$520.00	\$53.50	\$535.00	N/Q	N/Q	\$52.32	\$523.20	
105	8" x 12"	10	\$86.27	\$862.70	\$85.00	\$850.00	\$87.50	\$875.00	N/Q	N/Q	\$85.92	\$859.20	
106	10" x 12"	2	\$102.65	\$205.30	\$102.00	\$204.00	\$104.25	\$208.50	N/Q	N/Q	\$102.24	\$204.48	
107	12" x 12"	5	\$138.80	\$694.00	\$138.00	\$690.00	\$141.00	\$705.00	N/Q	N/Q	\$138.24	\$691.20	
108	14" x 15"	2	\$209.16	\$418.32	\$208.00	\$416.00	\$206.00	\$412.00	N/Q	N/Q	\$208.80	\$417.60	
109	20" x 15"	2	\$410.12	\$820.24	\$408.00	\$816.00	\$416.25	\$832.50	N/Q	N/Q	\$408.48	\$816.96	
		4	\$540.24	\$2,160.96	\$538.00	\$2,152.00	\$548.25	\$2,193.00	N/Q	N/Q	\$538.08	\$2,152.32	
			\$5,843.47	\$5,803.00		\$5,919.75						\$5,820.96	
110	<b>Tees</b>												
111	6" MJ	10	\$84.34	\$843.40	\$84.00	\$840.00	\$83.75	\$837.50	N/Q	N/Q	\$84.00	\$840.00	
112	8" MJ	6	\$126.75	\$760.50	\$126.00	\$756.00	\$126.00	\$756.00	N/Q	N/Q	\$126.24	\$757.44	
113	12" MJ	6	\$253.01	\$1,518.06	\$252.00	\$1,512.00	\$251.50	\$1,509.00	N/Q	N/Q	\$252.00	\$1,512.00	
114	20" MJ	3	\$772.05	\$2,316.15	\$768.00	\$2,304.00	\$767.00	\$2,301.00	N/Q	N/Q	\$768.96	\$2,306.88	
115	24" MJ	3	\$1,185.06	\$3,555.18	\$1,141.00	\$3,423.00	\$1,138.50	\$3,415.50	N/Q	N/Q	\$1,141.44	\$3,424.32	
116	8" x 4" MJ	4	\$91.08	\$364.32	\$90.00	\$360.00	\$90.50	\$362.00	N/Q	N/Q	\$90.72	\$362.88	
117	8" x 6" MJ	6	\$105.06	\$630.36	\$104.00	\$624.00	\$104.50	\$627.00	N/Q	N/Q	\$104.64	\$627.84	
118	12" x 4" MJ	2	\$171.08	\$342.16	\$170.00	\$340.00	\$170.00	\$340.00	N/Q	N/Q	\$170.40	\$340.80	
		4	\$684.32	\$2,737.28	\$680.00	\$2,720.00	\$680.00	\$2,720.00	N/Q	N/Q	\$681.60	\$2,721.60	
			\$11,014.45	\$10,839.00		\$10,828.00						\$10,853.76	
119	<b>Reducers</b>												
120	6" x 4" MJ x MJ	12	\$33.73	\$404.76	\$33.00	\$396.00	\$33.50	\$402.00	N/Q	N/Q	\$33.60	\$403.20	
121	8" x 6" MJ x MJ	15	\$49.16	\$737.40	\$48.00	\$720.00	\$50.00	\$750.00	N/Q	N/Q	\$48.96	\$734.40	
122	12" x 4" MJ x MJ	3	\$96.39	\$289.17	\$96.00	\$288.00	\$95.75	\$287.25	N/Q	N/Q	\$96.00	\$288.00	
123	12" x 6" MJ x MJ	4	\$83.86	\$335.44	\$83.00	\$332.00	\$83.00	\$332.00	N/Q	N/Q	\$83.52	\$334.08	
		4	\$86.27	\$345.08	\$85.00	\$340.00	\$196.25	\$785.00	N/Q	N/Q	\$85.92	\$343.68	
			\$2,111.85	\$2,128.00		\$2,128.00		\$2,904.25				\$2,103.36	





# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-121

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: November 24, 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: BAZIAN offers the following Resolution for adoption:

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

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

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


1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: 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: SANCHEZ AYES: 7 Time: 12:42 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 November 24, 2015.

  
\_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary