

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

-11-

PASSAIC VALLEY WATER COMMISSION

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

**DISCLOSURE OF OWNERSHIP STATEMENT
(STOCKHOLDER DISCLOSURE CERTIFICATION)**

This Affidavit is to be filled out and executed by the Responder; if the response to the Request for Proposals is made by a partnership or corporation, then by its properly authorized agent.

I hereby certify that the list below contains the names and home addresses of all members, stockholders, principal shareholders, partners, or similarly placed individuals and/or entities holding 10% or more of the equity or other controlling interests ("Principals") of the undersigned Bidder. If one or more such Principal is itself a corporation, partnership, or similar entity holding 10% or more of the equity or other controlling interest in said corporation, partnership or similar entity, as the case may be, said individual shall also be listed (Attach additional sheets as necessary).

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other | |

Arcadis U.S., Inc.
Corporate/Organization Name

Stockholders: (SEE NEXT PAGE)

Name _____	Name _____
Home Address _____	Home Address _____
Name _____	Name _____
Home Address _____	Home Address _____
Name _____	Name _____
Home Address _____	Home Address _____

Attest: Gerard M. Spiesbach
Gerard M. Spiesbach

Date: May 17, 2016

Subscribed and sworn before me
this 17 day of May, 2016

Helen C. Brown
(Also, Print or Type Name)
HELEN C. BROWN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2018



(e-if Applicable)

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Arcadis U.S., Inc., is a 100% wholly owned subsidiary of Arcadis North America, a Colorado General Partnership located at Gustav Mahlerplein 97-103, 1082 MS, Amsterdam, The Netherlands, whose partners are Arcadis N.V. (99%) and Arcadis USA B.V. (1%). Arcadis USA B.V. is a wholly owned subsidiary of Arcadis N.V.; Arcadis N.V. is a publicly traded Netherlands company with its shares traded on the EuroNext exchange. Arcadis N.V.'s only shareholder holding more than 10% interest is the Lovinklaan Foundation, a private Dutch foundation that manages the shares held by the employees of Arcadis.

No individual owns more than 10% of any of the above listed entities.

PASSAIC VALLEY WATER COMMISSION
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Administrative Secretary of the Passaic Valley Water Commission ("PVWC") upon award of contract by PVWC.

The minimum amount of insurance to be carried by the Professional Service Entity ("Vendor") shall be as set forth in the Form of Agreement provided by PVWC with respect to the proposal for which this is submitted:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$ 1,000,000 for each claim and \$ 1,000,000 aggregate each policy period.

[See Insurance Certificate attached hereto].

Acknowledgement of Insurance Requirement


(Signature)

May 17, 2016
(Date)

Gerard M. Spiesbach, Associate Vice President
(Print Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA		CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105 E-MAIL ADDRESS:		
INSURED Arcadis U.S, Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: XL Specialty Insurance Co		37885
		INSURER B: Greenwich Insurance Company		22322
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 570060550023**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GEC001076114	01/01/2016	01/01/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Property Damage to			AEC001075814 AOS	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UEC001075914	01/01/2016	01/01/2017	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD943516310 All Other States RWR943516710 WI	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					01/01/2016	01/01/2017	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Arcadis U.S, Inc. 630 Plaza Drive, Suite 200 Highlands Ranch CO 80129 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Holder Identifier :

Certificate No : 570060550023



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
INSURED Arcadis U.S, Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Lexington Insurance Company	19437
	INSURER B: Steadfast Insurance Company	26387
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570058032758

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
B	Contractor Poll			IPR929693801 Professional & Pollution SIR applies per policy terms & conditions	06/01/2015	06/01/2016	Each Claim Annual Aggregate	\$1,000,000 \$1,000,000

Certificate No : 570058032758

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

Arcadis U.S, Inc. 630 Plaza Drive, Suite 200 Highlands Ranch CO 80129 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis U.S, Inc.
POLICY NUMBER See Certificate Number: 570058032758		
CARRIER See Certificate Number: 570058032758	NAIC CODE	
		EFFECTIVE DATE:

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

PASSAIC VALLEY WATER COMMISSION

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
(N.J.S.A. 10:5-31 and N.J.A.C. 17:27)

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful professional service entity (the "Vendor")'s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The Vendor shall submit to the Passaic Valley Water Commission ("PVWC"), after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to PVWC to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

The successful Vendor may obtain the Employee Information Report (AA302) from PVWC during normal business hours.

The Vendor must submit the copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to PVWC, and the Vendor copy is retained by the Vendor.

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her Proposal/bid shall be rejected as non-responsive if said Vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The undersigned Vendor also acknowledges that it has carefully reviewed the Form of Agreement required to be executed by PVWC and can comply with the terms set forth therein, to the extent applicable as said terms relate to Equal Employment requirements.

COMPANY: Arcadis U.S., Inc.

SIGNATURE: 

PRINT NAME: Gerard M. Spiesbach

TITLE: Associate Vice President

DATE: May 17, 2016

NOTE: NO CONTRACT CAN BE AWARDED WITHOUT THE SUBMISSION OF ONE OF THE ABOVE ITEMS FOR PROOF OF AFFIRMATION ACTION PLAN, COMPLETED AND SUBMITTED TO THE DEPARTMENT OF PURCHASING.

A CONTRACTOR'S PROPOSAL/BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF P.L. C127 WITHIN THE TIME FRAME.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2015** to **15-AUG-2018**

ARCADIS U.S., INC.
6 TERRY DR., STE. 300
NEWTON PA 18940



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

**ACKNOWLEDGMENT OF RECEIPT OF PVWC'S CHANGES TO
THE REQUEST FOR RESPONSES FOR THE PROJECT**

The undersigned authorized representative of the Responder hereby acknowledges receipt of the following notices, revisions, or addenda to the Public Notice and/or Request for Responses for the Project by indicating the date of receipt of each said notice, revision, and addendum issued by PVWC in the appropriate spaces provided below.

The authorized representative of the Responder hereby acknowledges that the submitted Response takes into account the provisions of all such notices, revisions or addendum, if any, issued by PVWC. Note that PVWC's record of notice to the Responder shall take precedence and that failure to include provisions of changes in a Responder's Response may be subject for rejection of the said Response.

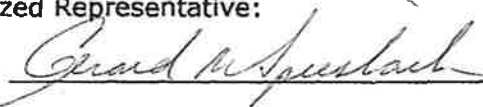
PVWC's Reference Number Or Title of Addendum/Revision	How Received (e-Mail, Mail, fax, pick-up, etc.)	Date Received
	None Received	

Name of Bidder:

Arcadis U.S., Inc.

By Authorized Representative:

Signature:



Printed Name and Title: Gerard M. Spiesbach, Associate Vice President

Date:

May 17, 2016

PASSAIC VALLEY WATER COMMISSION

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

CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies to Passaic Valley Water Commission ("PVWC"), County of Passaic, State of New Jersey, that in performing services to PVWC, He/She is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between Himself/Herself (or His/Her firm) and the interests of PVWC. The undersigned certifies that He/She has made a search of His/Her firm's client base and has executed this certification subsequent to such search.

The undersigned acknowledges this is a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for proposal. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, PVWC is free to terminate any professional services agreement entered into with the undersigned and/or His or Her firm.

Applicant's Signature: _____

Gerard M. Speisbach

Applicant's Name and Title (Type in Below):

Gerard M. Speisbach, Associate Vice President

Type Name of Applicant's Firm (Type in Below):

Arcadis U.S., Inc.

Date: May 17, 2016

PASSAIC VALLEY WATER COMMISSION

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

NON-COLLUSION AFFIDAVIT

This Affidavit is to be filled out and executed by the Responder; if the response to the Request for Proposals is made by a partnership or corporation, then by its properly authorized agent.

STATE OF New Jersey)
) SS:
COUNTY OF Bergen)

Gerard M. Spiesbach

being first duly sworn, deposes and says that he/she is Associate Vice President

(sole owner, a partner, president, secretary, etc.)
of Arcadis U.S., Inc.

the party making the enclosed Proposal; and say further that

Arcadis U.S., Inc.

is or are the only or parties interested with the party making the Proposal in the profits or proceeds of any Contract which may result from the said Proposal; that the said Proposal is made without any connection or interest in the profits or proceeds thereof with any other person making any proposal for said Work; that no member of the Commission head of any department or bureau or employee therein or any official or officer of the Passaic Valley Water Commission, New Jersey, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Responder has not colluded, conspired, connived, or agreed, directly or indirectly, with any responder or person, to put in a sham proposal, or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Pricing in the Proposal of Affiant or in proposal of any other responder, or to fix any overhead, profit or cost element of said Pricing, or of that of any other responder, or to secure any advantage against the Passaic Valley Water Commission, or any person interested in the proposed Contract; and that all statements contained in said Proposal are true; that such Responder has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relevant thereto, to any association or to any member or agent thereof; and further says that all the statements made by him/her in said proposal are true.

Arcadis U.S., Inc., 17-17 Route 208 North, Fair Lawn, NJ 07410

(Name and Address of Responder)

Gerard M. Spiesbach, Associate Vice President

(Name and Title of Affiant)

Subscribed and sworn before me this 17th day of

May, 2016
(Notary Public of) Helen C. Brown

My commission expires: HELEN C. BROWN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2018

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the Passaic Water Valley Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN
(N.J.S.A. § 40A:11-2.1)

The Undersigned authorized representative of the bidder/vendor, of full age, does solemnly swear under oath under penalty of perjury that:

1. The bidder/vendor submitting this Certification is not identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. § 52:32-57b, as a person or entity engaging in investment activities in Iran as described in N.J.S.A. § 52:32-56f.

2. None of the subsidiaries, parent companies or affiliates of the bidder/vendor, as defined by N.J.S.A. 52:32-56e, are identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. § 52:32-57b, as a person or entity engaging in investment activities in Iran as described in N.J.S.A. § 52:32-56f.

3. I understand that the aforementioned list is maintained by the Department of the Treasury, and is currently available for review at the following website address:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

4. I understand that in the event the undersigned is unable to make the above certification because one of its subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified in N.J.S.A. § 52:32-56f, the undersigned shall provide to this municipality, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

5. I am authorized to execute this Certification on behalf of the bidder/vendor.

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

Arcadis U.S., Inc., 17-17 Route 208 North, Fair Lawn, NJ 07410

(Name and Address of Bidder/Vendor)

Gerard M. Spiesbach, Associate Vice President

(Name and Title of Authorized Representative
Signing this Certification)

May 17, 2016

(Date of Certification)

PASSAIC VALLEY WATER COMMISSION

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

SCHEDULE OF POLITICAL CONTRIBUTIONS/DONATIONS

(Pursuant to Subsection 2.a. of Chapter 271 of P.L. 2005)

APPENDIX A

Schedule of applicable political donations by any contributor as defined in the "Fair and Open Process" Statute, N.J.S.A. 19:44A-20.4 et seq. for the 12 months prior to submission:

Arcadis does not have any political contributions to disclose.

Submitted by: Arcadis U.S., Inc.

Gerard M. Spiesbach

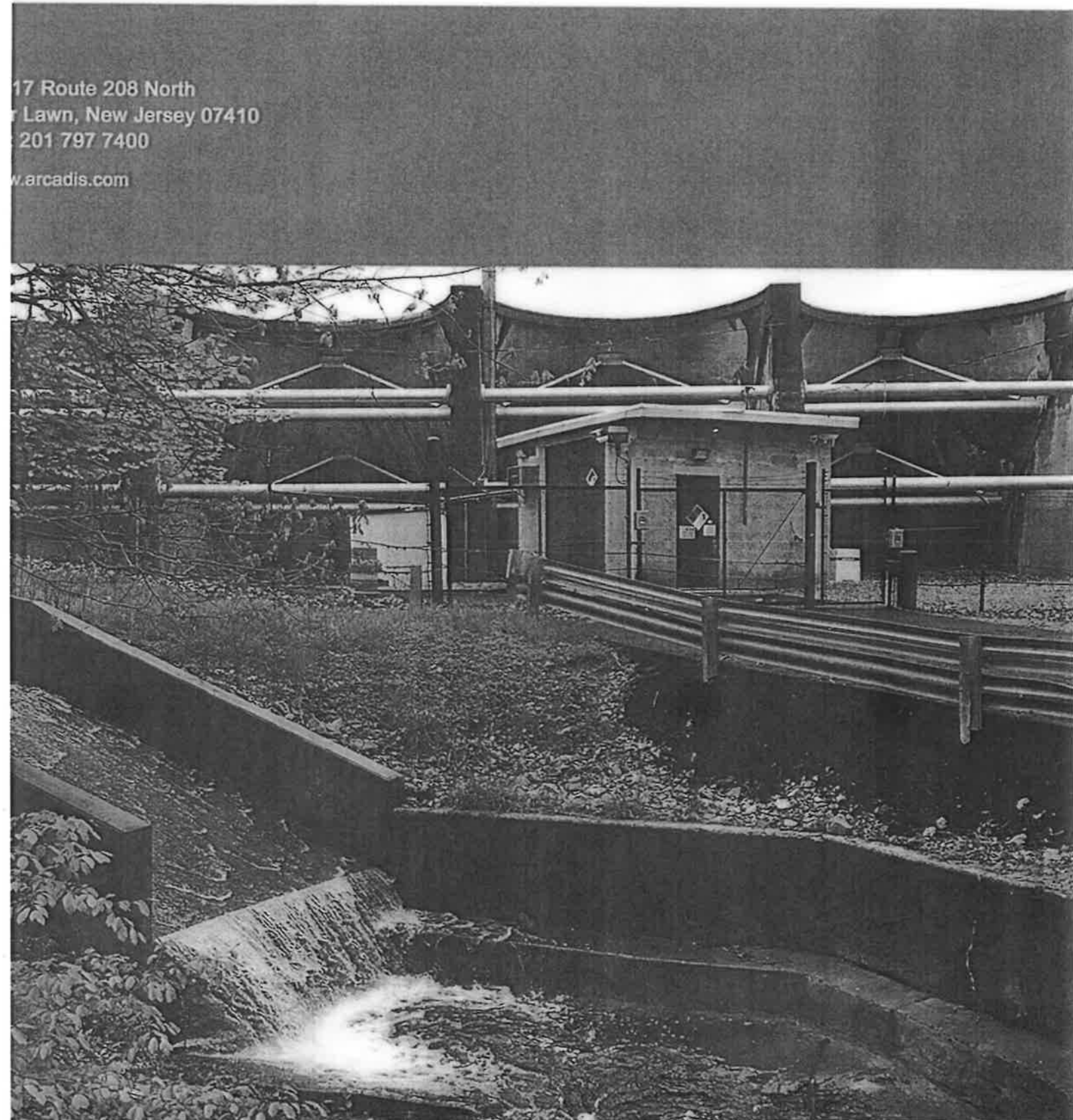
(Print name under line and sign above)

Gerard M. Spiesbach



Design & Consultancy
for natural and
built assets

17 Route 208 North
Lawn, New Jersey 07410
201 797 7400
w.arcadis.com



PASSAIC VALLEY WATER COMMISSION

WATER STORAGE IMPROVEMENT PROJECT-PHASE 2

PROJECT NO. 16-P-64

**PROFESSIONAL ENGINEERING SERVICES
NEW STREET RESERVOIR WATER STORAGE AND
PUMPING FACILITIES-DESIGN, PERMITTING AND
CONSTRUCTION ADMINISTRATION SERVICES**

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 Services for Project # 16-P-64 – Professional Services for New Street Reservoir Water Storage & Pumping Facilities Design, Permitting & Construction Admin. (Arcadis US, Inc.).

Amount of Project or Contract not to exceed: **\$2,109,620**

1. Acct #: 001-0901-419.95-24 **BUDGET 2019 (50%), 2020 (25%), 2021 (25%)**

Other Comments: **Professional Services**

Date of Certification: July 8, 2016



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

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR
THE PROVISION OF EMERGENCY RESCUE AND PREVENTIVE
SERVICES AND CONSULTATION RELATED TO CONFINED SPACES
DATE OF ADOPTION:**

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: _____

Seconded by Commissioner: _____

WHEREAS, The Passaic Valley Water Commission ("PVWC") desires to enter into a two (2) year shared services agreement with the City of Paterson ("Paterson") with the option to renew for three (3) additional one (1) year periods for the provision of services by specially assigned Fire Department Personnel ("PFDP") and to provide regular and consultative services with respect to PVWC's operations at its' various facilities in order to enhance the safety and protection of PVWC's employees, agents, officers, vendors, members of the general public and others; all in accordance with the requirements of 29 CFR 1910.146 et seq., and Paterson shall have the PFDP provide supervision of the appropriate and necessary Personnel and all equipment and materials necessary to perform the duties stated herein and in accordance with applicable OSHA law and regulations, guidelines and standards (the "Services"); and

WHEREAS, the Services shall enhance PVWC's confined space program, and this enhancement shall be separate and apart and in addition to that which is provided by Paterson to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the County or State in which PVWC's facilities are located; and

WHEREAS, the goods and services shall be as set forth in the Form of Agreement (the "Agreement"), a copy of which is attached hereto and made a part hereof, and including a copy of Paterson's Collective Bargaining Agreement referenced therein, as an attachment to Exhibit A referenced below; and

WHEREAS, the Executive Director and the Director of Engineering, and the General Counsel (as to form and legality), have reviewed the Agreement, and a PVWC memorandum dated June 22, 2016 regarding same is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC agrees to pay Paterson in the amount of \$150,000.00 annually (the "Annual Amount") as payment in full for all goods and services supplied in connection with this Agreement, with these payments payable in quarterly installments; and

WHEREAS, Paterson shall provide (and shall include in the Annual Amount stipulated hereinabove) planned onsite rescue services ("Planned Standby Complex Confined Space Events") for up to four (4) separate Planned Standby Complex Confined Space Events, each of which, if any, shall be requested by PVWC's designated representative in writing ahead of time, and each authorized Planned Standby Complex Confined Space Event shall require PDPF to be onsite for up to ten (10) continuous hours for the said rescue services for a total of up to forty (40) hours for all four (4) authorized Planned Standby Complex Confined Space Events; and

WHEREAS, in addition to the four (4) separate Planned Standby Complex Confined Space Events per year included within Paterson's scope of Services, PVWC may request additional Planned Standby Complex Confined Space Events if requested by PVWC's designated representative in writing ahead of time, with the provisions and costs for same as set forth in the Agreement; and

WHEREAS, either Party would be able to terminate the Agreement upon one hundred and twenty (120) days prior written notice to the other Party, in which case Paterson would reimburse PVWC for any and all pro-rated unused time; and

WHEREAS, in the event of termination, the pro-rated amount due to PVWC would be computed by taking the quarterly amount paid to Paterson by PVWC (for the quarter in which the termination occurred) and dividing same by the total number of calendar days in that quarter, with the resulting

daily amount then multiplied by the number of calendar days remaining in that quarter from the termination date to the end of said quarter; and

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

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

- 1. That the Commission hereby authorizes and approves the Shared Services Agreement between PVWC and Paterson.
- 2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, as all set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of July 20, 2016.

LOUIS AMODIO

Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR THE
PROVISION OF EMERGENCY RESCUE AND PREVENTIVE SERVICES AND
CONSULTATION RELATED TO CONFINED SPACES**

PVWC MEMORANDUM DATED JUNE 22, 2016

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: June 22, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

C: G. Hanley
L. Amodio

Re: Shared Services Agreement with the City of Paterson ("Paterson") for the Provision of
Emergency Rescue and Preventive Services and Consultation Related to Confined Spaces

Paterson has requested that PVWC enter into a shared services agreement (see attached Form of Agreement) to have the Paterson Fire Department Personnel ("PFDP") provide emergency rescue and preventive goods and services and consultation related to PVWC's confined spaces in conformance with 29 CFR 1910.146 et seq., and Paterson shall have the PFDP provide supervision of the appropriate and necessary Personnel and all equipment and materials necessary to perform the duties stated herein and in accordance with applicable OSHA law and regulations, guidelines and standards (the "Services").

Unless terminated earlier as set forth below, the shared services agreement with the City of Paterson ("Paterson") would be for a period of two (2) years and includes the option to renew for three (3) additional one (1) year periods for the provision of Services.

The Services would enhance PVWC's confined space program, and this enhancement would be separate and apart and in addition to that which is provided by Paterson to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the County or State in which PVWC's facilities are located. Proposed compensation to Paterson would be as follows:

- A. PVWC would pay Paterson \$150,000.00 annually as payment in full for all Services required under the Agreement. These payments shall be payable in quarterly installments, upon receipt of an invoice from Paterson. The invoices for the quarterly installments would be issued to PVWC at the end of the quarter for which the invoice relates. Payment would be made within thirty (30) days of receipt of the invoice. Paterson will provide (and will include in the Annual Amount stipulated hereinabove) planned onsite rescue services ("Planned Standby Complex Confined Space Events") for up to four (4) separate Planned Standby Complex Confined Space Events, each of which, if any, shall be requested by PVWC's designated representative in writing ahead of time, and each authorized Planned Standby Complex Confined Space Event shall require PFDP to be onsite for up to ten (10) continuous hours for the said rescue services for a total of up to forty (40) hours for all four (4) authorized Planned Standby Complex Confined Space Events.
- B. In addition to the four (4) separate Planned Standby Complex Confined Space Events per year included within PFDP's scope of services, PVWC may request additional Planned Standby Complex Confined Space Event, if requested in writing in advance by PVWC's Designated Representative. The PFDP would staff the Event with one (1) trained captain and three (3) trained firefighters. The Event may last as short a time or as long as needed to complete the purposes of the Event, however, under no circumstances would the Event last more than eight (8) consecutive hours without a change of personnel from the PFDP. PVWC would compensate Paterson for the optional additional services ordered by PVWC as follows: PVWC would pay for the staffing of the Event at prevailing rates for straight or regular time as set forth in the then-effective collective bargaining agreement between Paterson and the PFDP. If the Event takes four (4) hours or less, PVWC would pay for four (4) hours of staffing. For Events lasting over four (4) hours, PVWC would pay for the actual time spent by the PFDP at the Event. The compensation set forth herein for optional additional services would be the only compensation due to Paterson for same. No additional compensation would be due from PVWC for mobilization, demobilization, equipment costs, or any other costs associated with the optional additional services.

Each Party would be able to terminate the Agreement upon 120 days prior written notice to the other Party, in which case Paterson would reimbursement PVWC for any and all pro-rated unused time.

In the event of termination, the pro-rated amount due to PVWC would be computed by taking the quarterly amount paid to Paterson by PVWC (for the quarter in which the termination occurred) and dividing same by the total number of calendar days in that quarter, with the resulting daily amount then multiplied by the number of calendar days remaining in that quarter from the termination date to the end of said quarter.

Subject to review and approval as to form and legality by the Law Department, it is recommended that the shared services agreement with Paterson for the provision of emergency rescue and preventive services and consultation related to confined spaces be submitted to the Commission for review and approval.

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR THE
PROVISION OF EMERGENCY RESCUE AND PREVENTIVE SERVICES AND
CONSULTATION RELATED TO CONFINED SPACES**

FORM OF SHARED SERVICES AGREEMENT

ATTACHMENT TO EXHIBIT A

SHARED SERVICES AGREEMENT
BETWEEN
PASSAIC VALLEY WATER COMMISSION
AND
THE CITY OF PATERSON
THROUGH IT'S FIRE DEPARTMENT
FOR THE PROVISION OF EMERGENCY RESCUE AND PREVENTIVE SERVICES
AND CONSULTATION RELATIVE TO CONFINED SPACES

This Agreement (hereinafter the "Agreement"), made and entered into as of this ____ day of _____, 201__, by and between Passaic Valley Water Commission (hereinafter "PVWC"), having offices at 1525 Main Avenue, Clifton, New Jersey 07011 and the City of Paterson, (hereinafter "Paterson"), having offices at 155 Market St, Paterson, NJ 07505, is for the provision of emergency rescue-related health and safety services associated with PVWC's Confined Space Program for a 2-year period (the "Term of the Agreement") commencing on August 1, 2016 and, unless terminated earlier in accordance with Article 11 herein, continuing until July 31, 2018 with the option to extend the Agreement for three (3) additional one (1) year periods.

WHEREAS, PVWC desires to contract with Paterson for the provision of Services (as defined below) by specially assigned Fire Department Personnel ("PFDP") sworn and trained in accordance with the highest standards of the Fire Department's Confined Space Program; and to provide goods and services for standby services for confined space emergency rescues, and for confined space planned entries; all as set forth in more detail herein; and

WHEREAS, these Services shall enhance PVWC's confined space program, and are separate and apart and in addition to that which is provided by Paterson to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the County or State in which PVWC's facilities are located; and

WHEREAS, the program objective is for Paterson to provide for comprehensive, quality Services as defined herein to all PVWC employees, properties, and facilities through appropriate means; and

WHEREAS, Paterson desires to provide Services to PVWC as set forth herein, and PVWC wishes to contract with Paterson for said Services;

NOW THEREFORE, PVWC and Paterson agree, as follows:

1. Staffing:

Paterson shall have the PFDP provide staffing, equipment and other goods and services necessary to provide adequate protections against the risks of maintaining and operating confined space facilities in accordance with the United States Department of Labor, Office of Occupational Safety and Health Administration ("OSHA") requirements set forth in 29 CFR 1910.146 et seq., and in accordance with this Agreement. Paterson shall have the PFDP provide supervision of the appropriate and necessary Personnel and all equipment and materials necessary to perform the duties stated herein and in accordance with applicable OSHA law and regulations, guidelines and standards (herein the "Services").

Each party to this Agreement shall provide the other party in writing or by email, with the name and contact information of a single point of contact ("SPOC") for purposes of exchanging information. The SPOC for Paterson shall be Deputy Chief/Executive Officer Brian J. McDermott. The SPOC for the Commission shall be Michael Marotta, General Supervisor of Maintenance (PVWC's Designated Representative). Each party shall notify the other party of any change in the information for the SPOC within three (3) working days of such change.

An Advisory Board shall be established that will consist of four (4) members; two (2) from PFDP and two (2) from PVWC. The advisory board will meet a minimum of twice per year to gather and share information, to review/update the onsite surveys and evaluations of confined spaces owned by PVWC, to review/update current policies, and to plan for the Annual Entry Exercises.

2. Term:

Unless terminated earlier in accordance with Article 11 herein, the Term of the Agreement shall commence on August 1, 2016 and continue until July 31, 2018 with the Parties retaining the option to renew the Agreement for three (3) additional one (1) year periods under the same terms and conditions. The term of the Agreement may not be renewed and/or extended without the prior written consent of the Parties as evidenced by their respective governing bodies duly adopted

resolutions. One hundred twenty (120) days prior to expiration of this Agreement, the Parties hereto agree to give written notice as to their intention to extend and/or terminate or revise this Agreement subject to the mutual agreement of said Parties.

3. Scope of PFDP's Services:

All services to be provided by Paterson through the PFDP hereunder, including but not limited to all Planned Standby Complex Confined Space Events (as defined elsewhere herein) and all confined space rescues, shall be performed under PFDP's permit and shall comply with all applicable laws and regulations. Paterson shall have the PFDP provide to PVWC, without implied limitation, the Services as outlined below for the Term of the Agreement:

- a. As one of the first items to be completed under this Agreement, PFDP shall conduct a comprehensive on-site survey and evaluation of confined spaces owned and/or controlled by PVWC, and other confined spaces as required by PVWC (herein, the "Onsite Survey and Evaluation"). Thereafter, the PFDP shall revise the Onsite Survey and Evaluation from time to time as needed to keep it up to date and/or as required by PVWC.
- b. PFDP shall serve as PVWC's Rescue Authority. PFDP shall make its Personnel available for deployment for twenty-four (24) hours per day, seven (7) days a week throughout the Term of the Agreement.
- c. PFDP shall provide "On call" emergency rescue response, which shall mean that PVWC will notify the PFDP prior to every confined space entry. During that time, PFDP shall have their emergency rescue response team available for rescue operations in the case of emergency rescue. In the case of emergency rescue, it is expressly understood that 9-1-1 shall be the first call that is made, immediately followed by the call to PFDP.
- d. PFDP shall possess, and shall be required to maintain, all necessary equipment for the performance of confined space rescue operations.
- e. The PFDP must respond to emergency rescue calls in a timely manner as required by the law, including OSHA regulations. In addition, the PFDP shall investigate and calculate the maximum rescue response time(s) for each confined-space location and confirm that the said maximum rescue response time(s) conform to the OSHA regulations. The PFDP shall develop and implement a plan to enhance the ability of the PFDP to respond in a timely manner to any rescue call, including calls to known confined space location as well as "unplanned" confined spaces. "Unplanned" confined spaces are those which are not among the known confined spaces set forth in the Onsite Survey and Evaluation, such as emergency trench excavations to repair water main breaks. The PFDP's internal plan shall set forth: (i) the various locations where properly trained PFDP are expected to be housed in quarters, assembled as a group, and capable of responding to a rescue call in a timely manner; (ii) identification of ways that the PFDP can improve the ability of the PFDP to respond in a timely manner; (iii) identification of potential impediments to the ability of the PFDP to respond in a timely manner; and (iv) PFDP's recommendations, strategies, and back-up strategies for helping to ensure that the PFDP can respond in a timely manner to any rescue call.
- f. PFDP shall guarantee that no less than eighty (80) of its fire fighters shall remain trained and operations-grade certified for "confined space" rescues. PFDP shall maintain up-to-date training records of all members assigned to the team.
- g. For purposes of this Agreement, the term "complex" (as used hereinafter is referring to a PVWC-owned and controlled onsite permit-required "complex" confined space) shall be deemed to mean a PVWC-owned and controlled onsite permit-required confined space that, due to the extraordinary and substantial complexities that would be involved in a permit-required confined space rescue operation (due to the nature of the confined space and/or potential hazards related thereto) distinguishes same from a "normal" PVWC owned and controlled onsite permit-required confined space. It is anticipated that only a few PVWC-owned and controlled confined spaces at PVWC's water treatment plant would be categorized as PVWC-owned and controlled onsite permit-required complex confined spaces (herein referred to as "Planned Standby Complex Confined Space").
- h. PFDP shall, in cooperation with PVWC, perform at least one 8-hour exercise annually (herein, the "Annual Entry Exercise") at a Planned Standby Complex Confined Space, which, and only for the purpose of selecting the particular Planned Standby Complex Confined Space for the Annual Entry Exercise, shall be determined by the Advisory Board, which Annual Entry Exercises will not be counted as any of the Planned Standby Complex Confined Space Events specified elsewhere herein.

- i. PFDP shall provide (and shall include in the Annual Amount stipulated elsewhere herein) planned onsite standby rescue services ("Planned Standby Complex Confined Space Events") for up to four (4) separate Planned Standby Complex Confined Space Events, each of which, if any, shall be as requested by PVWC's Designated Representative in writing ahead of time. Each authorized Planned Standby Complex Confined Space Event shall require PFDP to be onsite for up to ten (10) continuous hours for the said rescue services, for a total of up to forty (40) hours for all four (4) authorized Planned Standby Confined Space Events.
- j. The Scope of PDFP's Services hereunder include whatever staffing and work that the PDFD is required to supply relating to: (i) the Advisory Board referenced in paragraph 1 above entitled "Staffing" and (ii) reciprocal training referenced in paragraph 9 below entitled "Reciprocal Training".
- k. PDFP shall train specified PVWC employees in any prerequisite courses that are necessary or recommended in order for the PDFP to perform its services effectively for the PVWC, including but not limited to, in Hazardous Materials Awareness, Hazardous Materials Operations, Basic Rope Rescue, Confined Space Awareness, and Confined Space Operations.

4. Compensation:

PVWC shall pay Paterson the amount of One-Hundred, Fifty-Thousand Dollars (\$150,000.00) annually (the "Annual Amount"), as payment in full for all goods and services supplied in connection with this Agreement, including the Scope of PDFD's Services set forth above in paragraph 3, including mobilization, demobilization, maintenance, supervision, and continuing training and education relating to same. These payments shall be payable in quarterly installments, upon receipt of an invoice from Paterson. Payment shall be made within thirty (30) days of receipt of the invoice. The invoices for the quarterly installments shall be issued to PVWC at the end of the quarter for which the invoice relates.

5. Optional Additional Services and Compensation for Same:

During the Term of this Agreement, the PVWC may request the following optional additional services from the PFDP. When requested by the PVWC, the PFDP shall supply all goods and services in connection therewith and the PVWC shall compensate Paterson as follows:

In addition to the four (4) separate Planned Standby Complex Confined Space Events per year included within the PFDP's Scope of Services, the PVWC may request additional Planned Standby Complex Confined Space Events, if requested in writing in advance by PVWC's Designated Representative. The PFDP shall staff the Event with one trained captain and three trained firefighters. The Event may last as short a time or as long as needed to complete the purposes of the Event, however, under no circumstances may the Event last more than eight (8) consecutive hours without a change of personnel from the PFDP.

The PVWC shall compensate Paterson for the optional additional services ordered by the PVWC as follows: The PVWC shall pay for the staffing of the Event at prevailing rates for straight or regular time set forth in the then-effective Collective Bargaining Agreement between Paterson and the PFDP. If the Event takes four hours or less, the PVWC shall pay for four hours of Staffing. For Events lasting over four hours, the PVWC shall pay for the actual time spent by the PFDP at the Event. The compensation set forth herein for optional additional services is the only compensation due to Paterson for same. No additional compensation shall be due from the PVWC for mobilization, demobilization, equipment costs, or any other costs associated with the optional additional services.

6. Independent Contractor:

Notwithstanding anything in the Agreement to the contrary, nothing in this Agreement shall be construed as PFDP (other than PVWC's personnel) being employees of PVWC. Paterson, through the PFDP, shall at all times provide supervision, control and direction of work activities and assignments of their own Personnel, including disciplinary action. It is expressly understood that Paterson shall be responsible for the compensation of the officers and all employee benefits, including worker's compensation insurance, as well as any injury to their officers, their property or Paterson's property.

7. Indemnification:

The City of Paterson and the PVWC shall indemnify each other, defend and save and hold harmless each other from and against any damage, liability, loss, costs or claims arising out of, resulting from or related to any intentional or negligent acts of their agents or employees in performance of the Work under this Agreement.

These Indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws of the State of New Jersey, including but not limited to the laws pertaining to indemnification, which shall survive the termination of the Agreement.

8. Insurance Requirements:

Both Parties acknowledge that they have an insurable interest relative to the scope of services rendered and/or received by each, and other related and material risks.

Nothing contained in this Article shall be construed as limiting the extent of the liability for claims for damages resulting from or related to the services performed under this Agreement.

All insurance required hereunder shall include the interests of each Party. Each Party waives all rights against the other and any parties named as additional insured's in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss for damage, the insurer will have no rights of recovery against any of the parties named as additional insured's.

It is recognized that both Parties are self-insured for the first dollar up to certain levels. Notwithstanding same, each Party shall provide and maintain, at its sole expense, insurance that will provide protection from claims and liabilities, which may arise out of or result from their performance and furnishing Services and other obligations under this Agreement, whether it is to be performed or furnished by said Party, by any of the Party's employees, by anyone directly or indirectly employed by any of them to perform or furnish Services, or by anyone for whose acts any of them may be liable to the other, and shall maintain reserve funds sufficient to meet applicable statutory requirements or other applicable standards, if any, as follows:

- a. Worker's Compensation and Employer's Liability Insurance: Covering all of the employees directly or indirectly engaged in the performance of this Agreement. This insurance shall comply with the statutory requirements of the State of New Jersey and shall include Employer's Liability Insurance.
- b. Commercial General Liability Insurance: The Commercial General Liability Insurance shall include completed operations coverage. Blanket Contractual Liability Insurance must be included, expressly insuring each Party's liability for occurrences assumed under the indemnification clause of the Agreement to the extent covered by the standard form Commercial General Liability policy in New Jersey
- c. Comprehensive Automobile Liability Insurance: covering each Party for claims arising from all owned, hired and non-owned vehicles for bodily injury and property damage.
- d. Forms of Policies: all liability insurance shall be on an occurrence basis.

Each party hereto shall provide an original endorsement of its applicable Insurance Policies confirming that the other Party is an Additional Insured with respect to the required coverage hereunder.

9. Reciprocal Training.

PFDP and PVWC further agree to perform reciprocal training in areas such as Confined Space Awareness, annual refresher training and OSHA Disaster Site Worker courses. These refresher training courses shall be scheduled regionally whenever possible.

10. Assignment, Delegation, and Assurances.

Neither Party may assign any of its rights or duties under this Agreement to any person or entity without securing in advance the expressed, written permission of the of Party.

If the Paterson wishes to, or believes that it needs to, delegate any of its duties to other persons or entities who are not employed by Paterson or the PFD, the PFDP shall provide notice to the PVWC of the various proposed delegees and their proposed duties (hereinafter "Paterson's Notice of Delegees") before delegating any duties owed to the PVWC arising out of this Agreement. The Paterson's Notice of Delegees shall be provided to the PVWC's Designated Representative reasonably in advance of the proposed delegation to enable the PVWC to address to the PDFP's Designated Representative any concerns that it might have in connection therewith. The PVWC may reject a proposed delegee or reject the proposed delegation of certain tasks if the PVWC has good cause to reject same, in which case, Paterson shall not delegate to the extent objected to by the

PVWC. Paterson shall be responsible for supervising any delegees. Paterson shall remain responsible to the PVWC for the acts and/or omissions of its delegees, and in no event shall Paterson be relieved of liability on the basis that the goods, services, or other work supplied under this Agreement were performed by a delegee of Paterson and not by the PFDP or Paterson. In no event shall the PFDP delegate a duty herein if such delegation may violate the law or expose the PVWC to liability as a result of the delegation.

11. Termination:

Each Party may terminate this Agreement upon the provision of one hundred twenty (120) days written notice to the other in which case Paterson would reimburse PVWC for any and all pro-rated unused time. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

In the event of termination, the pro-rated amount due to PVWC would be computed by taking the quarterly amount paid to Paterson by PVWC (for the quarter in which the termination occurred) and dividing same by the total number of calendar days in that quarter, with the resulting daily amount then multiplied by the number of calendar days remaining in that quarter from the termination date to the end of said quarter.

12. Applicable Law:

This Agreement is made and entered into in the County of Passaic, State of New Jersey. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey, and venue and jurisdiction shall lie in the County of Passaic, unless otherwise agreed to by consent of both Parties and in accordance with applicable law.

13. The Agreement:

The Agreement shall be deemed the entire Agreement between the Parties and shall consist of the following component parts:

- a. This Agreement.
- b. Any subsequent addenda, Exhibits, Schedules, etc., agreed to by both Parties and entered into in accordance with Paragraph 15 below.

14. Severability:

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. Amendments:

This Agreement may only be amended by a written document duly authorized by their respective governing bodies and properly executed and attested by the authorized officers of both Parties.

ATTEST:

CITY OF PATERSON

JOSE "JOEY" TORRES
Mayor

Approved:

SONIA GORDON
City Clerk

ROBERT BRIGLIADORO, ESQ.
First Assistant Corporation Counsel

ATTEST:

PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary

RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR THE
PROVISION OF EMERGENCY RESCUE AND PREVENTIVE SERVICES AND
CONSULTATION RELATED TO CONFINED SPACES**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Shared Service Agreement for Emergency Rescue and Preventive Services & Confined Space Consultation (**City of Paterson**) for three years

Amount of Project or Contract: \$150,000.00 annually

Budget 2016 Acct #: 001-3002-424-72-21 Outside Contractors

Other Comments:

The contract is payable in quarterly installments and as such, only \$75,000 will be paid in 2016.

Date of Certification: July 8, 2016



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

YW:yw

**PASSAIC VALLEY WATER COMMISSION
RESOLUTION AUTHORIZING A SHARED
SERVICES AGREEMENT WITH PASSAIC
COUNTY FOR USE OF THE EIGHTH STREET BRIDGE**

DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, The Passaic Valley Water Commission (PVWC) desires to enter into an agreement with the County of Passaic (herein "the County") to incorporate the relocation of PVWC's 8-inch water main into the County's bid contract to rehabilitate the Eighth Street Bridge crossing the Passaic River in the City of Passaic to the Borough of Wallington, Passaic County; and

WHEREAS, PVWC's 8-inch water main crossing of the Passaic River at that location is and remains a vital component of PVWC's water distribution system that must be preserved for the health and safety of the residents of the County and Northeast New Jersey; and

WHEREAS, at PVWC's request, the County agreed to incorporate the relocation of PVWC's 8-inch water main into their publically bid contract entitled "Replacement of Eighth Street Bridge Over Passaic River, Structure No. 1600004" (the "County's Contract") to rehabilitate the County's Eighth Street Bridge, with the design and unit quantities associated with the said water main relocation Work incorporated into the County's Contract; and

WHEREAS, following receipt of bids by the County for the County's Contract and the sharing of the bid results with PVWC (and PVWC's subsequent evaluation of those costs attributed to the relocation of PVWC's 8-inch water main), PVWC's Director of Engineering has determined that, based on the anticipated unit quantities associated with the water main relocation and the corresponding unit pricing bid by the County's contractor, the total not-to-exceed price of \$50,000 for the relocation of PVWC's 8-inch water main and appurtenant Work is reasonable considering the nature and scope of Work

involved, and a copy of a the Director of Engineering's memorandum dated July 12, 2016 confirming same is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC hereby agrees to pay Passaic County for and in consideration of the goods and valuable considerations, which terms are set forth in the form of agreement (the "Agreement"), a copy of which, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit B, and

WHEREAS, PVWC's legal right to occupy the rights-of-way in which the Facilities are located, is hereby acknowledged by the County and PVWC, subject to the conditions in which the Facilities are located, and subject to the conditions imposed by Passaic County, pursuant to the Agreement, which right is in no way mitigated by the Agreement; and

WHEREAS, the Agreement has been reviewed by the Executive Director and the Director of Engineering, and the Law Department (as to form and legality) and is recommended for acceptance; and

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

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

WHEREAS, it is in the best interests of PVWC, its users and constituent municipalities for PVWC to enter into the Agreement; and

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

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

1. That the Agreement with Passaic County for the County to include relocation of PVWC's 8-inch water main into the County's contract to rehabilitate the Eighth Street Bridge is hereby authorized and approved.
2. That reimbursement to Passaic County shall be as set forth hereinabove and in the Agreement.
3. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of PVWC.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

_____ President RIGO SANCHEZ	_____ Secretary CHRYSTAL CLEAVES
--	--

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of July 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH
PASSAIC COUNTY FOR USE OF
THE EIGHTH STREET BRIDGE**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED JULY 12, 2016**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: July 12, 2016

To: Hon. Commissioners

From: J. Duprey

C: J. Bella
G. Hanley

Re: Resolution Authorizing a Shared Services Agreement with Passaic County to Incorporate the Relocation of PVWC's 8-inch Water Main into the County's publically bid Contract to Rehabilitate the Eighth Street Bridge

The Passaic Valley Water Commission (PVWC) desires to enter into an agreement with the County of Passaic (also referred to herein as "the County") to incorporate the relocation of PVWC's 8-inch water main into the County's bid contract to rehabilitate the Eighth Street Bridge crossing the Passaic River in the City of Passaic to the Borough of Wallington, in Passaic County.

PVWC's 8-inch water main crossing of the Passaic River at that location is and remains a vital component of PVWC's water distribution system that must be preserved for the health and safety of the residents of the County and Northeast New Jersey. At PVWC's request, the County agreed to incorporate the relocation of PVWC's 8-inch water main into their publically bid contract entitled "Replacement of Eighth Street Bridge Over Passaic River, Structure No. 1600004" (the "County's Contract") to rehabilitate the County's Eighth Street Bridge, with the design and unit quantities associated with the said water main relocation Work incorporated into the County's Contract.

Following receipt of bids by the County for the County's Contract and the sharing of the bid results with PVWC (and PVWC's subsequent evaluation of those costs attributed to the relocation of PVWC's 8-inch water main), it has been determined that, based on the anticipated unit quantities associated with the water main relocation and the corresponding unit pricing bid by the County's contractor, the total not-to-exceed price of \$50,000 for the relocation of PVWC's 8-inch water main and appurtenant Work is reasonable considering the nature and scope of Work involved.

PVWC would pay Passaic County for and in consideration of the goods and valuable considerations, which terms are set forth in the form of agreement (the "Agreement"), a copy of which, along with other relevant correspondence, is attached.

PVWC's legal right to occupy the rights-of-way in which the facilities are located is acknowledged by the County and PVWC, subject to the conditions in which the facilities are located, and subject to the conditions imposed by Passaic County, pursuant to the Agreement, which right is in no way mitigated by the Agreement.

Subject to review and approval by the Law Department, it is recommended that the Shared Services Agreement with the County of Passaic be authorized and approved.

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH
PASSAIC COUNTY FOR USE OF
THE EIGHTH STREET BRIDGE**

FORM OF AGREEMENT

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH
PASSAIC COUNTY FOR USE OF
THE EIGHTH STREET BRIDGE**

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20____ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the County of Passaic with its principal offices located at 401 Grand Street, Paterson, New Jersey 07505, which County is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "County" (Commission and County are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission operates a system of water distribution within the geographic limits of the County (hereinafter the "System"), and provides water to the Customers within the County; and

WHEREAS, PVWC's 8-inch water main crossing of the Passaic River at the County's Eighth Street Bridge, in the City of Passaic, in Passaic County is and remains a vital component of PVWC's water distribution system that needs to be preserved; and

WHEREAS, the Commission and the County have mutually agreed to enter into the Agreement for the Project (as specified herein); and

WHEREAS, the relocation of PVWC's 8-inch water main has been incorporated into the County's publically bid contract entitled "Replacement of Eighth Street Bridge Over Passaic River, Structure No. 1600004" (hereinafter the "County's Contract") to rehabilitate the County's Eighth Street Bridge, with the design and unit quantities associated with the said water main relocation Work incorporated into the County's Contract; and

WHEREAS, following receipt of bids by the County for the County's Contract and the sharing of the bid results with PVWC (and PVWC's subsequent evaluation of those costs attributed to the relocation of PVWC's 8-inch water main), it has been determined that, based on the anticipated unit quantities and related bid pricing, the total not-to-exceed price of \$50,000 for the relocation of PVWC's 8-inch water main and appurtenant Work is reasonable considering the nature and scope of Work involved; and

WHEREAS, the agreement is authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended;

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the

Commission, each for itself, its successors and assigns, if any, do mutually covenant, promise and agree as follows:

ARTICLE I DEFINITIONS

SECTION 101. Definitions.

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or

- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

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

"Water System" (Also referred to herein as "System") shall mean the Commission's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Commission in connection with the supply, transmission and/or distribution of water to users of the Water System located in the geographical boundaries of the County.

SECTION 102. Miscellaneous.

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

ARTICLE II SCOPE OF SERVICES

SECTION 201. Services.

The Commission's 8-inch water main will be installed by the County's contractor on the County's Eighth Street Bridge as depicted on Drawing 12 of 105 prepared by Dewberry Engineering, Inc. dated April 2015, and in accordance with the obligations of the Parties, and a copy of the portion of said Drawing pertaining to the Commission's water main relocation Work is attached hereto and made a part hereof as Appendix A.

The Commission will furnish necessary materials associated with the 8-inch water main relocation Work, including piping, valves, fittings, and other appurtenances.

ARTICLE III

AFFIRMATIVE ACTION REQUIREMENTS

SECTION 301. Affirmative Action.

During the Term of the Agreement, each Party shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Each Party shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. Each Party shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the said Party setting forth the provisions of this nondiscrimination clause.

1. Each Party shall, where applicable, 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, sex, affectional or sexual orientation.
2. Each Party shall, where applicable, 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 said Party advising the labor union or workers' representative of the said Party's commitments under the law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. Each Party shall comply with the regulations promulgated by the State Treasurer pursuant to P.L. 1975, c.127, as such regulations were in effect on October 1, 1998 and to any other regulations promulgated by the State of New Jersey during the Term of this Agreement and the Americans With Disabilities Act.
4. Each Party shall attempt in good faith to employ minority and female workers consistent with the applicable employment goals prescribed by N.J.A.C. 17:27-5.2, or later revisions thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmation Action Office pursuant to N.J.A.C. 17:27-5.2, or later revision thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

5. Each Party shall inform in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. Each Party shall revise its testing procedures, if necessary, to assure that all personnel 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 Federal law and applicable Federal court decisions.
7. Each Party shall review all procedures related to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

SECTION 302. Incorporation of Legal Requirements.

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

**ARTICLE IV
INSURANCE REQUIREMENTS**

SECTION 401. Comprehensive General Liability Insurance.

During the Term of this Agreement, the County shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the County, or any subcontractor or agent or anyone directly or indirectly employed by the County, or any and all of the County's subcontractors. The policy limits for such insurance shall be not less than \$1,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance or through self-insurance or joint insurance pools.

SECTION 402. Automobile Liability Insurance.

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance

of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional named insured on all of the other Parties' policies. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

SECTION 403. Workers Compensation Insurance.

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Worker's Compensation Insurance, at the Statutory Limits, indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

SECTION 404. Right to Subrogation.

Each insurance policy required as set forth in this Article IV shall provide that neither the County, nor any of the County's insurers, shall have any rights to subrogation against the Commission.

**ARTICLE V
DEFAULT AND REMEDIES**

SECTION 501. Default by Any Party.

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

SECTION 502. Obligation to Perform.

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

SECTION 503. Non-Waiver.

1. The failure of any Party, or Parties, to this Agreement, at any time, to enforce its, or their, rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by any Party, or Parties, of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be

deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.

2. Any payment made by the Commission to the County under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the County with respect to the Services performed pursuant to this Agreement.

ARTICLE VI

EVENT OF FORCE MAJEURE

SECTION 601. Event of Force Majeure.

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

ARTICLE VII

INDEMNIFICATION

SECTION 701. Indemnification.

Each Party shall defend, indemnify and save harmless the other Party, and the other Party's officers, agents and employees and each and every one of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the officers, agents and employees of either the Commission or the County) resulting from any negligent act or omission or from the willful misconduct of either both Parties, or any of their

officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

ARTICLE VIII MISCELLANEOUS

SECTION 801. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties hereby consent to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or the United States District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

SECTION 802. Arbitration.

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

SECTION 803. Licenses, Permits and Approvals.

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

SECTION 804. Authority to Enter Into Agreement.

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

SECTION 805. Merger Clause.

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

SECTION 806. Binding Agreement.

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

SECTION 807. Modifications.

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

SECTION 808. Severability.

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

SECTION 809. Availability of Funds.

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

SECTION 810. Notices.

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

SECTION 811. Filing of Agreement with the Division of Local Governmental Services.

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

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

WITNESS: **COUNTY OF PASSAIC**

By: _____ By: _____

WITNESS: **PASSAIC VALLEY WATER COMMISSION**

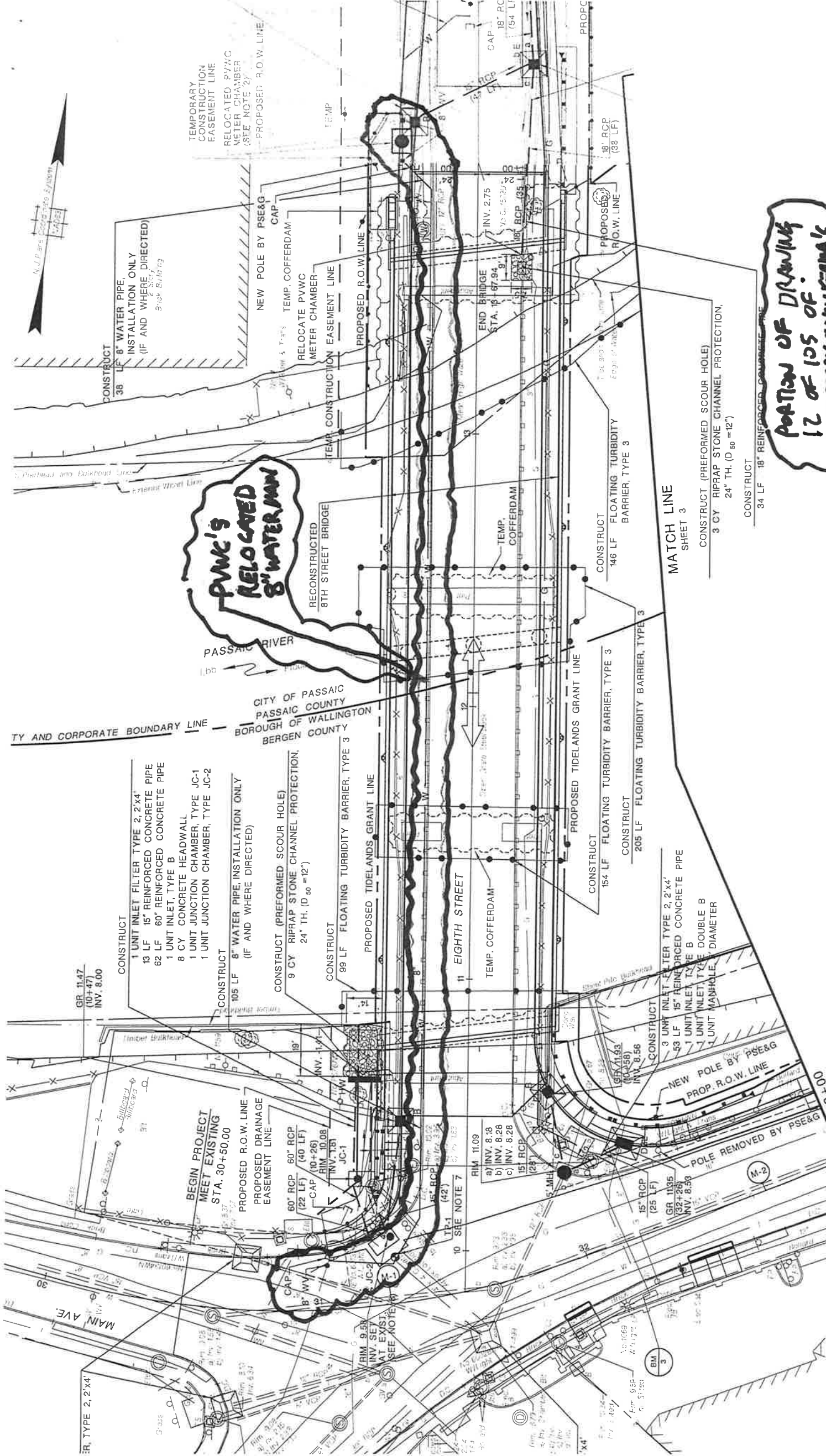
By: _____ By: _____
LOUIS AMODIO RIGO SANCHEZ
Administrative Secretary President

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH
PASSAIC COUNTY FOR USE OF THE
EIGHTH STREET BRIDGE**

**PORTION OF DRAWING 12 OF 105 PREPARED BY DEWBERRY
ENGINEERING, INC. DATED APRIL 2015 PERTAINING TO THE
COMMISSION'S 8-INCH WATER MAIN RELOCATION WORK**

APPENDIX A



**PWC'S
RELOCATED
8" WATER MAIN**

**PORTION OF DRAWING
12 OF 135 OF
DEWEBEY ENGINEERS'S
DATED APRIL 2015**

- CONSTRUCT**
- 1 UNIT INLET FILTER TYPE 2, 2'x4'
 - 13 LF 15" REINFORCED CONCRETE PIPE
 - 62 LF 60" REINFORCED CONCRETE PIPE
 - 1 UNIT INLET, TYPE B
 - 8 CY CONCRETE HEADWALL
 - 1 UNIT JUNCTION CHAMBER, TYPE JC-1
 - 1 UNIT JUNCTION CHAMBER, TYPE JC-2

- CONSTRUCT**
- 105 LF 8" WATER PIPE, INSTALLATION ONLY (IF AND WHERE DIRECTED)

- CONSTRUCT (PREFORMED SCOUR HOLE)**
- 9 CY RIPRAP STONE CHANNEL PROTECTION, 24" TH. (D₅₀ = 12")

- CONSTRUCT**
- 99 LF FLOATING TURBIDITY BARRIER, TYPE 3

- CONSTRUCT**
- 154 LF FLOATING TURBIDITY BARRIER, TYPE 3

- CONSTRUCT**
- 205 LF FLOATING TURBIDITY BARRIER, TYPE 3

**MATCH LINE
SHEET 3**

- CONSTRUCT (PREFORMED SCOUR HOLE)**
- 3 CY RIPRAP STONE CHANNEL PROTECTION, 24" TH. (D₅₀ = 12")

- CONSTRUCT**
- 34 LF 18" REINFORCED CONCRETE PIPE

STATE OF NEW JERSEY:

:SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

:SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH
PASSAIC COUNTY FOR USE OF THE
EIGHTH STREET BRIDGE**

FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Shared Service Agreement for use of Eighth Street Bridge (**Passaic County**)

Amount of Project or Contract: \$50,000.00

Budget 2016 Acct #: 001-0901-419-95-14 Main Replacement

Other Comments:

Date of Certification: July 8, 2016



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

YW:yw

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

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: _____

Seconded by Commissioner: _____

WHEREAS, under Contract 14-B-14 "Products and Appurtenances for Standard Method 9223 Testing" (the "Contract"), Idexx Distribution, Inc. of Westbrook, Maine ("Idexx") provided, and continues to provide, products and appurtenances for Standard Method 9223 Testing under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing October 22, 2014; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about October 21, 2016, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning October 22, 2016 and ending on October 21, 2018; all as indicated in the Director of Engineering's memorandum dated July 13, 2016, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated July 12, 2016, along with the Contractor's correspondence also dated July 12, 2016 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents) and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and an index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$135,520.50; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith 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 PVWC hereby authorizes and awards a 2-year extension to Contract 14-B-14 "Products and Appurtenances for Standard Method 9223 Testing" to Idexx Distribution, Inc. of Westbrook, Maine commencing October 22, 2016 and expiring on October 21, 2018; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$135,520.50.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	_____	_____	_____	_____
LEVINE, J.	_____	_____	_____	_____
CLEAVES, C.	_____	_____	_____	_____
KOLODZIEJ, G.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of July 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 14-B-14
"PRODUCTS AND APPURTENANCES FOR
STANDARD METHOD 9223 TESTING"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED JULY 13, 2016**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: July 13, 2016
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 14-B-14 "Products and Appurtenances for Standard Method 9223 Testing"

Under Contract 14-B-14 "Products and Appurtenances for Standard Method 9223 Testing", Idexx Distribution, Inc. (the "Contractor") of Westbrook, Maine has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on October 22, 2014. This 2-year contract, which is otherwise scheduled to end on or about October 21, 2016, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum dated July 12, 2016 along with the Contractor's correspondence also dated July 12, 2016 agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 14-B-14 be extended for a 2-year period of time beginning October 22, 2016 and ending on October 21, 2018. Based on the re-establishment of the unit quantities for the 2-year extension, and adjustments of the unit prices [by the escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$135,520.50.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 14-B-14
"PRODUCTS AND APPURTENANCES FOR
STANDARD METHOD 9223 TESTING"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED JULY 12, 2016 AND
CONTRACTOR'S CORRESPONDENCE
ALSO DATED JULY 12, 2016**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 12, 2016

FROM: Purchasing Department

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

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


The above referenced contract is due to expire 10/21/2016. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, Idexx Distribution, Inc., has agreed to a two (2) year extension at no increase in cost. The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current Contract Amount (Two Years) = \$135,520.50

Extension Amount (Two Years) = \$135,520.50

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓
D. Prantis

Beckering, Linda

From: Hawkins, Boyd <Boyd-Hawkins@IDEXX.com>
Sent: Tuesday, July 12, 2016 10:40 AM
To: Beckering, Linda
Cc: Duprey, Jim
Subject: RE: Contract 14-B-14 Products for 9223 Testing

Hi Linda.

IDEXX will extend the contract for another two years at the current pricing. Would you be able to send a copy of the final contract extension to me for our files when you have it.

Thank you and Regards,

Boyd Hawkins
Inside Sales Account Manager
IDEXX Water

One IDEXX Drive
Westbrook, Maine 04092 USA
idexx.com/water

Tel +1 800 321 0207 ext 64637
Fax +1 207 556 4630
Email + boyd-hawkins@idexx.com

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Sign up here for free training webinars Idexx.com/watertraining

From: Beckering, Linda [<mailto:lbeckering@pvwc.com>]
Sent: Tuesday, July 12, 2016 9:59 AM
To: Hawkins, Boyd <Boyd-Hawkins@IDEXX.com>
Cc: Duprey, Jim <JGDUPREY@PVWC.com>
Subject: FW: Contract 14-B-14 Products for 9223 Testing

Good Morning Boyd,

Per our conversation, please advise if Idexx would be interested in extending your current contract for another two years at the current pricing.

Thank you,

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

From: Duprey, Jim
Sent: Monday, July 11, 2016 2:58 PM
To: Beckering, Linda
Subject: Contract 14-B-14 Products for 9223 Testing

Would the vendor be willing to a 2-year contract extension at 0%?

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 14-B-14
"PRODUCTS AND APPURTENANCES FOR
STANDARD METHOD 9223 TESTING"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **14-B-14 (2 Year Extension)**
Idexx Distribution, Inc.


Amount of Project or Contract: \$ 135,520.50

1. Acct: # 001-3504-425-60-12 Supplies / Lab Chemicals

Specific Appropriation to which expenditures will be charged: Budget 2016/2017/2018

Other comments: Two (2) Year Contract Commencing: October 2016
Products and Appurtenances for Standard Method 9223 Testing

Date of Certification: 07/12/2016 Certified: \$ 135,520.50



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

NEW BUSINESS

<u>Account Name</u>	<u>Bank #</u>	<u>Total</u>
Operating Fund	00	1,151,869.61
Payroll Tax Acct	02	1,305,814.19
		245,812.94
Cashier Acct	03	51,338.82
Self Insurance Acct	04	7,660.50
		76,500.00
Zero Balance Acct	55	4,311,521.90
Cigna Acct	09	-
		-
Cigna Acct	13	-
		-
Net Payroll		335,115.46
		395,835.16

Total Disbursements:

7,881,468.58

It is hereby certified that the above disbursements are in line with established regulations and that there are appropriation balances to cover these payments.

The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held July 20, 2016

Treasurer

Compatibility/CFO

Adm. Secretary

Passaic Valley Water Commission
Office of the Comptroller/CFO
Detail of Disbursements
For the Meeting of July 20, 2016

<u>Check/Wire #</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
207751	BOROUGH OF WOODLAND PARK	6/7/2016	135.00	00
207752	ABLE TEX SEWER ROOTER	6/10/2016	2,500.00	00
207753	N. HARRIS COMPUTER CORPORATION	6/10/2016	110.60	00
207754	DIANE BASILIO	6/10/2016	10.80	00
207755	JOSEPH A. BELLA	6/10/2016	417.20	00
207756	LISA BRESEMAN	6/10/2016	113.49	00
207757	CONSTELLATION NEW ENERGY, INC.	6/10/2016	643.68	00
207758	ELLIOTT GLASS COMPANY INC	6/10/2016	2,850.00	00
207759	ENVIRONMENTAL RESOURCE ASSOC	6/10/2016	1,106.37	00
207760	MICHAEL MAROTTA	6/10/2016	415.00	00
207761	OCE NORTH AMERICA, INC.	6/10/2016	3,726.72	00
207762	PSE&G	6/10/2016	-	00
207763	PSE&G	6/10/2016	-	00
207764	PSE&G	6/10/2016	12,813.30	00
207765	U.S. SECURITY ASSOCIATES, INC.	6/10/2016	7,882.56	00
207766	GEORGE T. HANLEY ESQ.	6/16/2016	455.09	00
207767	VERIZON	6/16/2016	-	00
207768	IMMEDICENTER	6/16/2016	390.00	00
207769	ELEVATOR MAINTENANCE CORPORATI	6/17/2016	360.00	00
207770	HACH COMPANY	6/17/2016	547.99	00
207771	HD SUPPLY WATERWORKS, LTD	6/17/2016	1,039.50	00
207772	WATER RESEARCH FOUNDATION	6/17/2016	44,581.00	00
207773	AVO TRAINING INSTITUTE	6/21/2016	1,275.00	00
207774	BROADVIEW NETWORKS	6/21/2016	4,076.74	00
207775	VERIZON	6/21/2016	129.33	00
207776	VERIZON WIRELESS	6/21/2016	602.91	00
207777	EUROFINS EATON ANALYTICAL, INC	6/23/2016	685.00	00
207778	NEC CORPORATION OF AMERICA	6/23/2016	2,980.00	00

207779 PROGRESSIVE BUSINESS PUBL	6/23/2016	299.00	00
207780 AGM ELECTRONICS INC	6/28/2016	3,751.44	00
207781 ALL SERVICE INC	6/28/2016	1,185.00	00
207782 GREEN STAR INDUSTRIAL SUPPLY I	6/28/2016	1,086.60	00
207783 NATIONAL VISION ADMINISTRATORS	6/28/2016	2,774.72	00
207784 W W GRAINGER INC	6/28/2016	194.63	00
207785 AETNA	6/28/2016	33,980.64	00
207786 DELTA DENTAL PLAN OF NJ, INC	6/28/2016	10,981.88	00
207787 LINCOLN FINANCIAL GROUP	6/28/2016	411.84	00
207788 JOSEPH A. BELLA	7/1/2016	210.50	00
207789 AICPA	7/1/2016	634.00	00
207790 AIRGAS USA, LLC	7/1/2016	11,279.54	00
207791 APV COMMUNICATIONS, INC.	7/1/2016	1,920.00	00
207792 AWWA	7/1/2016	209.00	00
207793 JOSEPH A. BELLA	7/1/2016	1,716.21	00
207794 BOROUGH OF LODI	7/1/2016	1,045.00	00
207795 BOROUGH OF PROSPECT PARK	7/1/2016	1,450.00	00
207796 CONSTELLATION NEW ENERGY, INC.	7/1/2016	-	00
207797 CONSTELLATION NEW ENERGY, INC.	7/1/2016	-	00
207798 CONSTELLATION NEW ENERGY, INC.	7/1/2016	47,109.13	00
207799 DIRECT ENERGY MARKETING, INC.	7/1/2016	-	00
207800 DIRECT ENERGY MARKETING, INC.	7/1/2016	2,834.80	00
207801 MICHAEL IRVOLINO	7/1/2016	1,031.00	00
207802 J FLETCHER CREAMER & SONS INC	7/1/2016	337,169.00	00
207803 JCP&L	7/1/2016	7,626.90	00
207804 JOHNSON MIRMIAN & THOMPSON, I	7/1/2016	4,800.00	00
207805 KEMIRA WATER SOLUTIONS, INC.	7/1/2016	-	00
207806 KEMIRA WATER SOLUTIONS, INC.	7/1/2016	95,846.40	00
207807 MONTCLAIR WATER BUREAU	7/1/2016	1,386.00	00
207808 NEOPOST USA INC	7/1/2016	1,000.00	00
207809 PANCOAST PUMP & TANK, INC.	7/1/2016	1,510.00	00
207810 PASSAIC COUNTY ROAD DEPARTMENT	7/1/2016	2,900.00	00
207811 PASSAIC VALLEY SEWERAGE COMM	7/1/2016	111,126.35	00
207812 PIZZA CITY	7/1/2016	-	00
207813 POLYDYNE, INC.	7/1/2016	6,073.65	00

207814 PSE&G	7/1/2016	847.10	00
207815 ROCKLAND ELECTRIC CO	7/1/2016	372.64	00
207816 TREASURER-STATE OF NEW JERSEY	7/1/2016	330.00	00
207817 UNIVAR USA INC	7/1/2016	-	00
207818 UNIVAR USA INC	7/1/2016	-	00
207819 UNIVAR USA INC	7/1/2016	150,661.80	00
207820 VERIZON	7/1/2016	11,020.80	00
207821 VERIZON	7/1/2016	294.62	00
207822 VERIZON BUSINESS	7/1/2016	7,314.90	00
207823 VITAMIA & SONS	7/1/2016	403.00	00
207824 YITZCHAK WEISS	7/1/2016	2,615.26	00
207825 VMI WASTE SERVICES	7/6/2016	-	00
207826 LOUIS AMODIO	7/6/2016	2,621.25	00
207827 FLAGSHIP DENTAL PLANS	7/6/2016	261.64	00
207828 GLI INTERNATIONAL - HACH COMPA	7/6/2016	757.55	00
207829 MESSAGE NET SYSTEMS, INC.	7/6/2016	2,348.00	00
207830 MILLER ENERGY INC.	7/6/2016	113.98	00
207831 NORTHEAST EQUIPMENT	7/6/2016	220.00	00
207832 PASSAIC COUNTY WELDERS, INC	7/6/2016	96.00	00
207833 FRANCO MIGLIORE	7/7/2016	50.70	00
207834 PIZZA CITY	7/7/2016	277.50	00
207835 OMNI SERVICES	7/8/2016	506.40	00
207836 WOODRIDGE INDUSTRIAL LLC C/O J	7/8/2016	187,365.96	00

1,151,869.61

56516 PERS OF NEW JERSEY-CI	6/6/2016	106,261.84	02
56535 PERS OF NEW JERSEY-CI	7/1/2016	117,001.31	02
204125 PRUDENTIAL RETIREMENT	6/9/2016	196.16	02
204126 AFLAC	6/16/2016	5,851.74	02
204127 COLONIAL SUPPLEMENTAL INSURANC	6/30/2016	79.52	02
204128 CWA LOCAL 1032	6/30/2016	7,613.05	02
204129 CWA LOCAL 1032	6/30/2016	1,491.73	02
204130 RELIASTAR BANKERS SEC.LIFE INS	6/30/2016	185.73	02
204131 JEFFERY LEVINE	7/1/2016	204.86	02

204132 ROBERT YUHAS	7/1/2016	592.51	02
204133 PRUDENTIAL RETIREMENT	7/1/2016	196.16	02
204134 JEFFERY LEVINE	7/6/2016	236.59	02
204135 AFLAC	7/8/2016	5,851.74	02
204136 YITZCHAK WEISS	7/8/2016	50.00	02

245,812.94

990876 E C INSURANCE	6/17/2016	1,100.00	03
990877 REMAX VILLA REALTORS	6/22/2016	222.37	03
990878 ADEL MICHAEL	6/29/2016	104.57	03
990879 DELUCA FAMILY HOLDINGS LLC	6/29/2016	208.49	03
990880 DEMOCRACY TITLE AGENCY	6/29/2016	377.68	03
990881 ESTATE OF JOHN DIKDAN	6/29/2016	43.43	03
990882 FAST TRACK REAL ESTATE	6/29/2016	463.22	03
990883 FAST TRACK REAL ESTATE COM.	6/29/2016	294.73	03
990884 G. BARR	6/29/2016	192.99	03
990885 INTEGRITY CLOSING	6/29/2016	229.93	03
990886 KORI DAVIS	6/29/2016	165.65	03
990887 LUIS DUQUE	6/29/2016	331.45	03
990888 MCD SPORTS	6/29/2016	274.11	03
990889 MERCEDES BENCOSME	6/29/2016	704.26	03
990890 MICCA REALTY, LLC	6/29/2016	2,170.03	03
990891 MICHAEL WOJCIK	6/29/2016	137.99	03
990892 PATERSON SHEET METAL	6/29/2016	89.94	03
990893 PHILIP VELIE	6/29/2016	29.81	03
990894 ROYAL SIGNATURE REALTY	6/29/2016	342.93	03
990895 SALVATORE DOLFI	6/29/2016	301.46	03
990896 T GRISHAYEV	6/29/2016	544.08	03
990897 WALGREENS SITE #06382	6/29/2016	1,924.67	03
800000 RAYMOND ADAMS	6/30/2016	264.00	03
800001 HAZEL AKERS	6/30/2016	264.00	03
800002 CHARLOTTE ALVINO	6/30/2016	264.00	03
800003 DULIO ALVINO	6/30/2016	264.00	03
800004 JOSEPH AMBROGIO	6/30/2016	264.00	03

800005 FAYE ANNIS	6/30/2016	264.00	03
800006 RAYMOND ANNIS	6/30/2016	264.00	03
800007 DONALD ARGOT	6/30/2016	365.40	03
800008 SAMUEL BALDINO	6/30/2016	264.00	03
800009 BERGER, MRS. EDITH	6/30/2016	264.00	03
800010 MARY BODNARCZUK	6/30/2016	264.00	03
800011 RALPH BODNARCZUK	6/30/2016	264.00	03
800012 KENNETH BOGERT	6/30/2016	264.00	03
800013 CINDY CAIRNS	6/30/2016	264.00	03
800014 GEORGE S CAIRNS	6/30/2016	264.00	03
800015 LORENZO CASTALDO	6/30/2016	365.40	03
800016 JOSEPH P. CHIAPPETTA	6/30/2016	264.00	03
800017 DOMENICO CICERO	6/30/2016	264.00	03
800018 NICHOLAS CIRILLO	6/30/2016	264.00	03
800019 BERNARD M. COOKE JR.	6/30/2016	264.00	03
800020 STELLA COOOKE	6/30/2016	264.00	03
800021 SUSAN COOKE	6/30/2016	264.00	03
800022 ALFRED CRAWFORD	6/30/2016	264.00	03
800023 JAMES P. CUPO	6/30/2016	264.00	03
800024 OLIVE DAGES	6/30/2016	264.00	03
800025 SADIE DAIDONE	6/30/2016	264.00	03
800026 FRANK DE HOOGE	6/30/2016	159.10	03
800027 MARIE DE YONKER	6/30/2016	264.00	03
800028 SUSAN E DEGRAZIO	6/30/2016	264.00	03
800029 KAREN DEMETER	6/30/2016	314.70	03
800030 STEVE DEMETER	6/30/2016	264.00	03
800031 GARY J. DENOYCHIK	6/30/2016	264.00	03
800032 DONNA A DEVITA	6/30/2016	730.80	03
800033 THOMAS P DEVITA	6/30/2016	730.80	03
800034 MICHAEL DOLECKI	6/30/2016	264.00	03
800035 KATHLEEN EGAN	6/30/2016	264.00	03
800036 JANE A. FARISSIER	6/30/2016	264.00	03
800037 JOHN FILIPPONE	6/30/2016	264.00	03
800038 ROSEMARIE FILIPPONE	6/30/2016	264.00	03
800039 JOHN S. FRY	6/30/2016	264.00	03

800040 KATHRYN A. FRY	6/30/2016	264.00	03
800041 PEDRO N. FUENTES	6/30/2016	264.00	03
800042 FRED FUSCO	6/30/2016	264.00	03
800043 FRANCES M. GALLETTA	6/30/2016	264.00	03
800044 JOHN V. GALLETTA	6/30/2016	264.00	03
800045 MARK GALLO	6/30/2016	264.00	03
800046 HAROLD GOLDMAN	6/30/2016	264.00	03
800047 LOUIS J. GRECO	6/30/2016	264.00	03
800048 ROBIN GRECO	6/30/2016	264.00	03
800049 DENNIS GRIECO	6/30/2016	264.00	03
800050 JOANN GRIECO	6/30/2016	264.00	03
800051 THEODORE HARSAGHY	6/30/2016	264.00	03
800052 DIANNE HAYDEN	6/30/2016	264.00	03
800053 HELEN M. HEALEY	6/30/2016	264.00	03
800054 MARJORIE INHOFFER	6/30/2016	264.00	03
800055 BARBARA JOHNSON	6/30/2016	264.00	03
800056 RICHARD JOHNSON SR.	6/30/2016	264.00	03
800057 MARIA JOHNSTONE	6/30/2016	264.00	03
800058 EDWARD KATS	6/30/2016	264.00	03
800059 GLORIA J. KIRWIN	6/30/2016	264.00	03
800060 JOHN LACQUANITI	6/30/2016	264.00	03
800061 MARIE LACQUANITI	6/30/2016	264.00	03
800062 MICHAEL LAPAGLIA	6/30/2016	264.00	03
800063 YURATE LAPAGLIA	6/30/2016	264.00	03
800064 RACHEL LAROTONDA	6/30/2016	264.00	03
800065 DAVID L LAZAR	6/30/2016	264.00	03
800066 CARMELA LIGUORI	6/30/2016	264.00	03
800067 CLAIRE LIPTAK	6/30/2016	264.00	03
800068 SANTINA LOMBARDI	6/30/2016	264.00	03
800069 LUCIA LONGO	6/30/2016	264.00	03
800070 THERESA MANCINELLI	6/30/2016	264.00	03
800071 WILLIAM A. MAROTTA	6/30/2016	264.00	03
800072 NERUM MAYLAR	6/30/2016	264.00	03
800073 LEONARD J. MELISSANT	6/30/2016	264.00	03
800074 SOPHIE J MELISSANT	6/30/2016	264.00	03

800075 MARY MERCADANTE	6/30/2016	264.00	03
800076 FRANK MESSINEO	6/30/2016	264.00	03
800077 JULIE MESSINEO	6/30/2016	264.00	03
800078 FRANCO MIGLIORE	6/30/2016	264.00	03
800079 ANDY MISITO	6/30/2016	264.00	03
800080 PASQUALE MORELLI	6/30/2016	264.00	03
800081 RONALD E NEAL	6/30/2016	264.00	03
800082 MARLENE NEAL	6/30/2016	264.00	03
800083 DORIS M. NETZER	6/30/2016	264.00	03
800084 WILLIAM M. O'BRIEN	6/30/2016	264.00	03
800085 JANICE O'BRIEN	6/30/2016	264.00	03
800086 CATHERINE PAESE	6/30/2016	264.00	03
800087 JOSEPH PAESE	6/30/2016	264.00	03
800088 CHARLES PAPALIA	6/30/2016	264.00	03
800089 GLORY READ	6/30/2016	264.00	03
800090 PATRICIA ROSE	6/30/2016	264.00	03
800091 WILLIAM J. ROSENBERG	6/30/2016	264.00	03
800092 JOHN A. RUBISKI	6/30/2016	264.00	03
800093 MARGARET RUBISKI	6/30/2016	264.00	03
800094 BONITA SAVAGE	6/30/2016	264.00	03
800095 LUCILLE SAWCHYN	6/30/2016	264.00	03
800096 IRENE SCHAFER	6/30/2016	264.00	03
800097 KATHLEEN SIMON	6/30/2016	264.00	03
800098 ANNA SIROTA	6/30/2016	264.00	03
800099 ANA M SIRVENT	6/30/2016	264.00	03
800100 WALTER SKRABITS	6/30/2016	264.00	03
800101 JACQUELINE TAURIELLO	6/30/2016	264.00	03
800102 MARY ANN TIerno	6/30/2016	264.00	03
800103 PAULA TOMPKINS	6/30/2016	264.00	03
800104 TERESA WOS	6/30/2016	264.00	03
800105 THOMAS YUPPA	6/30/2016	264.00	03
800106 ARTHUR ZANOTTI	6/30/2016	264.00	03
800107 PAT A. ZWERIN	6/30/2016	264.00	03
800108 STANLEY ZWERIN	6/30/2016	264.00	03
800109 NRIMAN BOTAS	7/8/2016	10,440.28	03

800110 ROSEMARY ROBINSON	7/8/2016	786.55	03
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990672 MARGARITA NOVAK	5/18/2016	160.50	04
990673 PSE&G	5/18/2016	5,000.00	04
990674 SELLINGER & SELLINGER, P A	5/18/2016	2,500.00	04
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		<u>7,660.50</u>	
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56517 CITY OF GARFIELD	6/8/2016	282,592.62	55
56518 LODI WATER DEPT	6/8/2016	177,320.45	55
56519 BOROUGH OF ELMWOOD PARK	6/8/2016	633,806.16	55
56520 CITY OF PASSAIC - SEWER DIVISI	6/8/2016	573,159.79	55
56521 NJDWSC	6/14/2016	804,807.83	55
56522 VALIC C/O CHASE BANK	6/16/2016	8,027.02	55
56523 MASS MUTUAL FINANCIAL GROUP	6/16/2016	1,456.80	55
56524 AETNA	6/6/2016	530,846.80	55
56525 AETNA	6/27/2016	531,174.93	55
56526 CITY OF PASSAIC - SEWER DIVISI	6/28/2016	273,235.71	55
56527 MASS MUTUAL FINANCIAL GROUP	7/1/2016	1,456.80	55
56528 VALIC C/O CHASE BANK	7/1/2016	8,027.02	55
56529 CITY OF PASSAIC - SEWER DIVISI	7/7/2016	24,164.09	55
56530 LODI WATER DEPT	7/7/2016	132,763.42	55
56531 CITY OF GARFIELD	7/7/2016	239,806.53	55
56532 BOROUGH OF ELMWOOD PARK	7/7/2016	86,871.77	55

56533 PAYLOCITY
56534 PAYLOCITY

7/11/2016
7/11/2016

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1,569.62

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4,311,521.90

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
142709	4743	00	A & M INDUSTRIAL, INC.	07/20/2016	1,163.86	.00
142710	831	00	A W CHESTERSTON CO	07/20/2016	5,873.79	.00
142711	4272	00	A.P. CERTIFIED TESTING, LLC	07/20/2016	3,641.00	.00
142712	2733	00	ABB, INC.	07/20/2016	2,400.00	.00
142713	7	00	ABBED BEST CONTROL	07/20/2016	85.00	.00
142714	4269	00	ABLE TEX SEWER ROFTER	07/20/2016	750.00	.00
142715	4288	00	ACCREDITED LOCK SUPPLY COMPANY	07/20/2016	2,979.26	.00
142716	4579	00	ACCURATE WASTE REMOVAL SVCS, INC.	07/20/2016	44,947.50	.00
142717	13	00	ACTION MOBILE LOCKSMITHS INC	07/20/2016	26.00	.00
142718	4	00	AGL WELDING SUPPLY CO INC	07/20/2016	76.96	.00
142719	4056	00	AIRGAS USA, LLC	07/20/2016	2,095.66	.00
142720	4574	00	AJM NINO CORP	07/20/2016	4,490.09	.00
142721	4018	00	ALARMAX DISTRIBUTORS, INC.	07/20/2016	4,593.36	.00
142722	2702	00	ALL BERGEN LOCKSMITHS, INC.	07/20/2016	170.00	.00
142723	4243	00	ALL JERSEY GARAGE DOOR, INC	07/20/2016	6,000.00	.00
142724	25	00	ALL SERVICE INC	07/20/2016	315.90	.00
142725	4520	00	AMERICAN DOCUMENT SOLUTIONS	07/20/2016	283.78	.00
142726	2860	00	AMERICAN HOSE & HYDRAULIC CO.	07/20/2016	869.10	.00
142727	3720	00	ANALYTICAL SERVICES, INC.	07/20/2016	650.00	.00
142728	4537	00	ANKA PAINTING COMPANY, INC.	07/20/2016	155,234.36	3,168.05
142729	4390	00	ANSERVE, INC.	07/20/2016	287.40	.00
142730	4779	00	APEX DEVELOPMENT INCORPORATED	07/20/2016	8,980.00	.00
142731	3498	00	ARCY MANUFACTURING COMPANY	07/20/2016	315.03	.00
142732	4306	00	ASSOCIATED TECHNOLOGIES, INC.	07/20/2016	10,990.00	.00
142733	52	00	ATHENIA MASON SUPPLY COMPANY	07/20/2016	258.20	.00
142734	59	00	BACON & GRAHAM INC	07/20/2016	999.00	.00
142735	3692	00	BARILLO LANDSCAPING	07/20/2016	10,850.00	.00
142736	4628	00	BATTINELLI ENTERPRISES, INC	07/20/2016	8,125.00	.00
142737	4705	00	BELLA CLEANING & CATRING, LLC	07/20/2016	2,228.97	.00
142738	4642	00	BERGEN COUNTY SHERIFF'S OFFICE	07/20/2016	1,562.50	.00
142739	2298	00	BLACK & VEATCH CORPORATION	07/20/2016	6,108.00	.00
142740	76	00	BOMARK INSTRUMENTS INC	07/20/2016	17,674.34	.00
142741	455	00	BRAEN STONE INDUSTRIES	07/20/2016	7,497.00	.00
142742	2584	00	BRICK TOWNSHIP MUNICIPAL AUTH	07/20/2016	3,418.00	.00
142743	4497	00	BUGLIONE, HUTTON & DE YOE, LLC	07/20/2016	175.00	.00
142744	3570	00	CAMP AUTO & TRUCK TOWING & RECOVERY	07/20/2016	2,231.60	.00
142745	376	00	CAPITOL SUPPLY CONSTRUCTION PRODUCT	07/20/2016	89.70	.00
142746	4461	00	CAR CARE SOLUTIONS	07/20/2016	2,681.80	.00
142747	4251	00	CARRIDGE WORLD	07/20/2016	4,998.00	.00
142748	4127	00	CARUS PHOSPHATES, INC.	07/20/2016	1,039.50	.00
142749	2844	00	CENTRAL JERSEY OFFICE EQUIP.	07/20/2016	2,301.91	.00
142750	1226	00	CHAS CONNOLLY DIST	07/20/2016	56.50	.00
142751	4715	00	SCHUMACHER CHEVROLET	07/20/2016	21,816.23	.00
142752	1587	00	CH2M HILL	07/20/2016	2,517.20	.00
142753	4790	00	CINTAS FIRST AID & SAFETY	07/20/2016	954.00	.00
142754	104	00	CITY LADDER COMPANY	07/20/2016	1,155.00	.00
142755	2547	00	CITY OF CLIFTON	07/20/2016	2,970.00	.00
142756	3308	00	CITY OF PASSAIC	07/20/2016	34,500.00	.00
142757	3841	00	CITY OF PASSAIC	07/20/2016	5,450.00	.00
142758	3140	00	CITY OF PATERSON	07/20/2016	399.55	.00
142759	681	00	DAVIS INSTRUMENTS	07/20/2016		.00

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CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
142760	4619	00	COMPESI DISTRIBUTORS LLC	07/20/2016	1,749.94	.00
142761	4325	00	COMPELLI EQUIPMENT & SERVICE, INC	07/20/2016	10,350.00	.00
142762	4346	00	CONSTELLATION NEW ENERGY, INC.	07/20/2016	10,005.20	.00
142763	121	00	COOPER ELECTRIC SUPPLY COMPANY	07/20/2016	33.82	.00
142764	129	00	CUTTERS EDGE	07/20/2016	90.00	.00
142765	561	00	CYBRA CORPORATION	07/20/2016	3,555.00	.00
142766	454	00	DAVE HEINER ASSOCIATES INC	07/20/2016	2,443.64	.00
142767	4586	00	DAVE STERN INC	07/20/2016	1,813.36	.00
142768	4542	00	DAVED FIRE SYSTEMS, INC.	07/20/2016	3,280.00	.00
142769	135	00	DE COLIIS, FITZPATRICK & COLE, LLP	07/20/2016	2,379.38	.00
142770	4448	00	DE LUXE SALES & SERVICE INC	07/20/2016	1,160.00	.00
142771	4596	00	DUB ASSOCIATES	07/20/2016	9,583.39	.00
142772	3723	00	DOCUMENT SOLUTIONS LLC	07/20/2016	476.82	.00
142773	2931	00	DOWNES TREE SERVICE, INC	07/20/2016	2,500.00	.00
142774	1652	00	LYNANN DRAGONE	07/20/2016	520.00	.00
142775	4816	00	DWYER CONNELL & LISBONA	07/20/2016	144.00	.00
142776	1559	00	EDDIE'S AUTO & TRUCK REPAIR, INC	07/20/2016	1,007.24	.00
142777	4385	00	ELECTRONIC DRIVES & CONTROLS	07/20/2016	2,875.00	.00
142778	3086	00	ELEVATOR MAINTENANCE CORPORATION	07/20/2016	2,264.14	.00
142779	4645	00	ELITE IRRIGATION & DRAINAGE, INC	07/20/2016	990.00	.00
142780	153	00	ELIOTT GLASS COMPANY INC	07/20/2016	515.00	.00
142781	4261	00	EMD SYSTEMS, INC.	07/20/2016	2,700.00	.00
142782	4680	00	ENVIRO WASTE OIL RECOVERY	07/20/2016	2,166.80	.00
142783	158	00	ENVIRONMENTAL RESOURCE ASSOC	07/20/2016	43.00	.00
142784	3275	00	ESRI, INC.	07/20/2016	1,588.39	.00
142785	1929	00	EUROFINS EATON ANALYTICAL, INC.	07/20/2016	6,950.00	.00
142786	168	00	FELDMAN BROTHERS SUPPLY CO	07/20/2016	2,325.00	.00
142787	3676	00	FERRAIOLI WIELKOTZ, CERULLO & CUVA	07/20/2016	639.18	.00
142788	169	00	FETTE FORD INC	07/20/2016	25,000.00	.00
142789	3407	00	FIRST BYTE CORPORATION	07/20/2016	619.38	.00
142790	174	00	FISHER SCIENTIFIC INC	07/20/2016	350.00	.00
142791	3367	00	GABTA RECYCLING COMPANY	07/20/2016	1,238.20	.00
142792	3296	00	GAMTS AUTO SERVICE, INC	07/20/2016	635.04	.00
142793	4134	00	GARDEN STATE LABS	07/20/2016	309.98	.00
142794	3968	00	GLI INTERNATIONAL - HACH COMPANY	07/20/2016	224.85	.00
142795	209	00	GUARANTEED REBUILDERS INC	07/20/2016	250.00	.00
142796	2360	00	HALEDON AUTO PARTS INC	07/20/2016	6,059.00	.00
142797	211	00	HARRISON EQUIPMENT CORPORATION	07/20/2016	275.00	.00
142798	211	00	HATCH MOTT MAC DONALD	07/20/2016	VOID	.00
142799	1370	00	HAWTHORNE INDUSTRIAL RADIATOR	07/20/2016	3,300.99	.00
142800	4672	00	HD SUPPLY NETWORKS, LTD	07/20/2016	135.92	.00
142801	1174	00	HDR ENGINEERING, INC.	07/20/2016	654.50	.00
142802	4029	00	HOWARD J WOODS, JR. & ASSOCIATES	07/20/2016	46,588.48	.00
142803	4815	00	IDEXX LABORATORIES, INC.	07/20/2016	308.00	.00
142804	3222	00	INDUSTRIAL CONTROLS DIST INC	07/20/2016	25,615.00	.00
142805	2539	00	INORGANIC VENTURES	07/20/2016	44,553.48	.00
142806	230	00		07/20/2016	618.75	.00
142807	236	00		07/20/2016	2,975.00	.00
142808		00		07/20/2016	6,952.56	.00
142809		00		07/20/2016	4,952.56	.00
142810		00		07/20/2016	493.20	.00

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PASSAIC VALLEY WATER COMMISSION
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CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ RETAINAGE TAKEN
142811	4398	00	INTEGRATED MICRO SYSTEMS, INC.	07/20/2016	3,337.50	.00
142812	4780	00	INTERSTATE BATTERIES	07/20/2016	874.18	.00
142813	4443	00	J & P EXTERMINATING COMPANY	07/20/2016	160.50	.00
142814	2672	00	J FLETCHER CREAMER & SONS INC	07/20/2016	31,100.12	.00
142815	210	00	J R HAFTEK COMPANY, INC.	07/20/2016	36,548.70	.00
142816	3264	00	JAMES F. FINE, ESC.	07/20/2016	VOID	.00
142817	3264	00	JAMES F. FINE, ESC.	07/20/2016	8,599.61	.00
142818	1328	00	JERSEY POWER & EQUIPMENT	07/20/2016	449.90	.00
142819	1566	00	JEWEL ELECTRIC SUPPLY COMPANY	07/20/2016	3,897.28	.00
142820	4726	00	JGSC GROUP, LLC	07/20/2016	18,848.95	.00
142821	149	00	JOHN A EARL, INC	07/20/2016	998.50	.00
142822	4239	00	JOHN C. ERNST COMPANY, INC.	07/20/2016	2,866.96	.00
142823	4068	00	JOHNSON & JOHNSON, ESQS	07/20/2016	545.00	.00
142824	4351	00	KEER ELECTRICAL SUPPLY COMPANY	07/20/2016	4,360.26	.00
142825	4710	00	KEY CONTROL HOLDING, INC	07/20/2016	914.00	.00
142826	1159	00	KUIKEN BROTHERS COMPANY, INC.	07/20/2016	9,255.88	.00
142827	274	00	LAMSON PRODUCTS INC	07/20/2016	640.68	.00
142828	2840	00	LOCKWOOD'S ELECTRIC MOTOR SER.	07/20/2016	21,165.00	.00
142829	4202	00	M & T INVESTMENT GROUP	07/20/2016	5,000.00	.00
142830	296	00	MANATEE ENVIRONMENTAL ASSOC	07/20/2016	85.00	.00
142831	1685	00	METRO INDUSTRIAL SUPPLY INC.	07/20/2016	1,799.04	.00
142832	4721	00	METROFAB PIPE, INC.	07/20/2016	1,716.38	.00
142833	3799	00	MICRO ELECTRONICS, LLC	07/20/2016	94.95	.00
142834	4039	00	MICRO MOTION, INC.	07/20/2016	785.00	.00
142835	3758	00	MILLENNIUM COMMUNICATIONS GROUP INC	07/20/2016	1,500.00	.00
142836	4524	00	MOLENARO DESIGNS	07/20/2016	308.00	.00
142837	3025	00	JAMES MONTOMERY	07/20/2016	18.38	.00
142838	4117	00	MR JOHN INC	07/20/2016	249.20	.00
142839	314	00	MUELLER COMPANY	07/20/2016	597.21	.00
142840	321	00	NASSOR ELECTRICAL SUPPLY CO	07/20/2016	976.00	.00
142841	1793	00	NEAL SYSTEMS INC	07/20/2016	1,699.00	.00
142842	3014	00	NEPTUNE TECHNOLOGY GROUP, INC.	07/20/2016	6,525.95	.00
142843	3186	00	NEWMARK ASPHALT CORPORATION	07/20/2016	6,765.00	.00
142844	2886	00	NFPA ELECTRICAL SERVICES	07/20/2016	2,835.00	.00
142845	3466	00	NORTH EAST TECHNICAL SALES, INC.	07/20/2016	527.90	.00
142846	4436	00	O I ANALYTICAL	07/20/2016	661.92	.00
142847	4184	00	ONE CALL CONCEPTS, INC.	07/20/2016	1,903.75	.00
142848	2084	00	P & A AUTO PARTS	07/20/2016	536.37	.00
142849	2788	00	PASHMAN STEIN	07/20/2016	503.32	.00
142850	615	00	PASSAIC COUNTY WELDERS, INC	07/20/2016	6,860.00	.00
142851	4741	00	PATRIOT SAMCUTTING INCORPORATED	07/20/2016	2,170.00	.00
142852	4190	00	PEM ASSET MANAGEMENT, LLC	07/20/2016	5,464.80	.00
142853	4192	00	PIRO ZINNA CIFEILLI PARIS GENITEMPO	07/20/2016	3,059.05	.00
142854	3389	00	POWERS SERVICE COMPANY, INC.	07/20/2016	15,455.00	.00
142855	2861	00	PROGRESS APPLICATIONS, INC.	07/20/2016	6,157.93	.00
142856	381	00	PTS PROFESSIONAL HYDRAULICS INC	07/20/2016	790.16	.00
142857	4235	00	OC LABORATORIES/PA166	07/20/2016	307.65	.00
142858	3220	00	QUALITY AUTO MALL	07/20/2016	907.00	.00
142859	2483	00	QUALITY CONTROLS INC	07/20/2016	356.56	.00
142860	1285	00	R & M INDUSTRIAL & SAFETY DIST, LLC	07/20/2016	44,114.39	.00
142861	4831	00		07/20/2016	987.98	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ TAKEN	RETAINAGE
142862	256	00	R S KNAPP COMPANY	07/20/2016	623.03		.00
142863	4670	00	R. SPARK, INC	07/20/2016	103,017.60		.00
142864	397	00	REPAIR WELDING LLC	07/20/2016	16,776.00		.00
142865	3290	00	REXHA, KOSA AMERICA, INC.	07/20/2016	VOID		.00
142866	4516	00	RIBBONS EXPRESS, INC	07/20/2016	2,718.94		.00
142867	4225	00	RICCIARDI BROTHERS OF PATERSON CORP	07/20/2016	1,920.59		.00
142868	4225	00	RICCIARDI BROTHERS OF PATERSON CORP	07/20/2016	996.59		.00
142869	402	00	ROUTE 46 CHRYSLER JEEP DODGE	07/20/2016	4,547.45		.00
142870	4103	00	SALOMONE BROS. INC.	07/20/2016	34,624.00		.00
142871	4000	00	SAMM SOUND DISTRIBUTORS	07/20/2016	2,009.30		.00
142872	4342	00	SCALES INDUSTRIAL TECHNOLOGIES INC	07/20/2016	864.00		.00
142873	423	00	SCP SCIENCE	07/20/2016	373.42		.00
142874	3006	00	STEADYFLOW SERVICES, INC.	07/20/2016	491.29		.00
142875	3478	00	STELFAB	07/20/2016	55.86		.00
142876	452	00	STRAWBERRY BLOSSOM	07/20/2016	60.49		.00
142877	838	00	SUEZ WATER NORTH JERSEY	07/20/2016	7,106.25		.00
142878	2274	00	SUPERIOR SERVICES, LLC	07/20/2016	3,825.66		.00
142879	4309	00	T & R AUTOMOTIVE DIST	07/20/2016	12,456.00		.00
142880	4565	00	TEC SOLUTIONS	07/20/2016	371.35		.00
142881	4691	00	THE STAR-LEDGER	07/20/2016	5,526.00		.00
142882	4713	00	THOMAS SCIENTIFIC	07/20/2016	998.40		.00
142883	1305	00	TILCON NEW YORK, INC.	07/20/2016	1,945.66		.00
142884	1963	00	TREPTON FLOOR COVERING SERVICES	07/20/2016	20,650.00		.00
142885	2718	00	U.S. SECURITY ASSOCIATES, INC.	07/20/2016	39,975.84		.00
142886	1351	00	U.S. TANK PAINTING, INC.	07/20/2016	10,500.00		.00
142887	4328	00	UNITED EQUIPMENT & FABRICATORS	07/20/2016	1,904.83		.00
142888	4510	00	UNITED FEDERATED SYSTEMS	07/20/2016	2,217.16		.00
142889	4360	00	UNITED PARCEL SERVICE	07/20/2016	VOID		.00
142890	1774	00	VAC SHACK	07/20/2016	1,386.69		.00
142891	3246	00	VERIZON WIRELESS	07/20/2016	1,573.63		.00
142892	2917	00	VERONA INDUSTRIAL & BUILDING SUPPLY	07/20/2016	13,774.32		.00
142893	2230	00	VWR INTERNATIONAL, LLC	07/20/2016	4,078.53		.00
142894	3396	00	W GRAINGER INC	07/20/2016	23.96		.00
142895	4581	00	W B. MASON COMPANY, INC.	07/20/2016	7,105.88		.00
142896	489	00	W.B. MASON COMPANY, INC.	07/20/2016	VOID		.00
142897	201	00	WALLINGTON PLUMBING, SUPPLY, INC.	07/20/2016	35,398.79		.00
142898	201	00	WATERS, MC PHERSON, MC NEILL	07/20/2016	499.41		.00
142899	3771	00	WAYNE WHOLESALE FERTILIZER COMPANY	07/20/2016	2,387.36		.00
142900	1206	00	WEBER DOWD LAW	07/20/2016	700.00		.00
142901	3439	00	WEG SERVICE CO	07/20/2016	5,772.00		.00
142902	3012	00	WESTIN ENGINEERING, INC.	07/20/2016	18,040.00		.00
142903	3998	00	WHITMAN COMPANIES	07/20/2016	14,218.86		.00
142904	4711	00	XEROX CORPORATION	07/20/2016	4,645.00		.00
142905	4402	00		07/20/2016	411.36		.00
142906	4534	00					
142907	4675	00					
142908							
142909							
NUMBER OF CHECKS					201	GRAND TOTAL	
					1,305,814.19	5,902.18	

PREPARED 7/13/2016, 11:15:02

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PROGRAM: GM348U
PASSAIC VALLEY WATER COMMISSION
BANK 04 North Fork SELF INSURANCE ACCT

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
990675	2634	00	DEBRA O'BRIEN-CLAWSON	07/20/2016	1,500.00	.00
990676	2621	00	RIPOSTA, LAWYERS, LLC &	07/20/2016	75,000.00	.00
NUMBER OF CHECKS				2	GRAND TOTAL	76,500.00

RECOMMENDATIONS FROM EXECUTIVE CONFERENCE

GOOD AND WELFARE

ADJOURNMENT