

2017 Commission Budget Resolution

Passaic Valley Water Commission

FISCAL YEAR: FROM January 1, 2017 TO December 31, 2017

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2017 and ending, December 31, 2017 has been approved by the governing body of the Passaic Valley Water Commission at its open public meeting of December 21, 2016; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ 97,681,261, Total Appropriations, including any Accumulated Deficit if any, of \$ 80,450,057 and Total Unrestricted Net Assets utilized of \$ 0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 35,040,000 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$ 22,240,000; and

WHEREAS, it is anticipated that the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Commission, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law; and

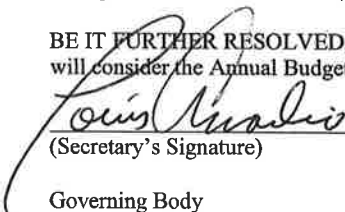
WHEREAS, the Commissioners wished to spend more time, study and effort examining the proposed budget and attempting to find potential economies, especially with respect to the expense side of the proposed budget, in concert with Passaic Valley Water Commission staff and approved the budget at its regularly scheduled meeting of December 21, 2016; and

WHEREAS, the Commission normally is required to submit its budget for approval sixty days before the beginning of its fiscal year,

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on December 21, 2016, that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2017 and ending, December 31, 2017 was approved for late submission subject to the above-recited reservations; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for adoption on February 15, 2017.


(Secretary's Signature)

December 16, 2016
(Date)

Governing Body

Member:

Friend, Gerald

Vannoy, Robert

Levine, Jeffrey

Cleaves, Chrystal

* **Kolodziej, Gloria**

Blumenthal, David

Sanchez, Rigo

Aye

Nay

Recorded Vote

Abstain

Absent

x

x

x

x

x

x

* (Deceased)

2017 AUTHORITY BUDGET RESOLUTION

Passaic Valley Water Commission

(Name)

FISCAL YEAR: FROM: January 1, 2017 TO: December 31, 2017

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2017 and ending, December 31, 2017 has been presented before the governing body of the Passaic Valley Water Commission at its open public meeting of December 21, 2016; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$ 97,681,261, Total Appropriations, including any Accumulated Deficit if any, of \$ 80,450,057 and Total Unrestricted Net Position utilized of \$ 0 ; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$ 35,040,000 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$ 22,240,000; and

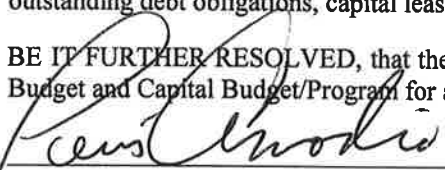
WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on December 21, 2016 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2017 and ending, December 31, 2017 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for adoption on February 15, 2017.


(Secretary's Signature)

December 21, 2016
(Date)

Governing Body	Recorded Vote			
Member:	Aye	Nay	Abstain	Absent
Friend, Gerald	x			
Vannoy, Robert	x			
Levine, Jeffrey	x			
Cleaves, Chrystal	x			
* Kolodziej, Gloria				
Blumenthal, David	x			
Sanchez, Rigo				x

* (Deceased)

**RESOLUTION NO. 16-144
PASSAIC VALLEY WATER COMMISSION**

**SECOND AMENDMENT TO SERIES 2014 SUPPLEMENTAL
RESOLUTION NO. 2 OF THE PASSIC VALLEY WATER COMMISSION,
ADOPTED DECEMBER 17, 2014 AND AMENDED MAY 18, 2016**

ADOPTED DECEMBER 21, 2016

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

WHEREAS, pursuant to and in accordance with Sections 802(7) and 806 of the General Bond Resolution, the Commission adopted a resolution on December 17, 2014 (the "2014 Supplemental Resolution") supplementing the General Bond Resolution entitled "SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING AND AMENDING CERTAIN PROVISIONS OF THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$23,000,000 AGGREGATE PRINCIPAL AMOUNT OF SERIES 2015A WATER SUPPLY SYSTEM REVENUE BONDS AND SERIES 2015B WATER SUPPLY SYSTEM REVENUE BONDS OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO AND AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE PASSAIC VALLEY WATER COMMISSION AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE 2015 NEW JERSEY

ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM” authorizing the issuance of not more than \$23,000,000 of the Commission’s Water System Revenue Bonds, Series 2015 (the “Series 2015 Bonds”) through the New Jersey Environmental Infrastructure Trust (“NJEIT”) Program in order to (i) provide for, inter alia, certain capital improvements to the Commission’s water supply System; (ii) to fund the Bond Reserve Fund for the Series 2015 Bonds in an amount equal to the Bond Reserve Requirement; and (iii) to pay certain costs and expenses incidental to the issuance and delivery of the Series 2015 Bonds; and

WHEREAS, pursuant to and in accordance with Sections 802(7) and 806 of the General Bond Resolution, the Commission adopted a resolution on May 18, 2016 entitled “FIRST AMENDMENT TO SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 OF THE PASSIC VALLEY WATER COMMISSION, ADOPTED DECEMBER 17, 2014” amending the 2014 Supplemental Resolution (the “2014 First Amendment”), amending certain provisions of the 2014 Supplemental Resolution due to changes in the NJEIT Program applicable to the Series 2015 Bonds and changing the reference thereto to Series 2016 Bonds; and

WHEREAS, as a result of receiving higher bids than expected, the amount of bonds authorized by the 2014 Supplemental Resolution must be increased; and

WHEREAS, in accordance with the provisions of the General Bond Resolution and the 2014 Supplemental Resolution, the Commission desires to further amend the 2014 Supplemental Resolution.

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

ARTICLE I

AMENDMENTS TO SUPPLEMENTAL RESOLUTION 2014-2

Section 101. All references to Series 2016 Bonds shall be changed to Series 2017 Bonds.

Section 102. Section 201 of the 2014 Supplemental Resolution, as amended by the 2016 First Amendment, shall be amended to read as follows:

An amount not to exceed \$32,000,000 principal amount of Series 2017

Bonds are authorized to be issued pursuant to the terms of the General Bond Resolution by the Commission in accordance with the provisions of the General Bond Resolution, as amended and supplemented, and by the 2014 Supplemental Resolution, as amended by the 2014 First Amendment and this Second Amendment. to the Series 2014 Supplemental Resolution. Such Series 2017 Bonds shall be issued in whole to the State of New Jersey and shall be designated "Water Supply System Revenue Bonds, Series 2017A-1" and "Water Supply System Revenue Bonds, Series 2017A-2", in such amounts and may be determined by supplemental resolution or award certificate, provided the aggregate principal amount does not exceed \$32,000,000. The Commission reserves the right to change the designation of the Series 2017 Bonds in order to reflect the issuance date thereof in the award certificate.

Section 103. Clause (1) of Section 202 of the 2014 Supplemental Resolution, as amended by the 2016 First Amendment, shall be amended to read as follows:

(1) Term. The Series 2016 Bonds shall be dated and shall bear interest from their dated date and shall mature, subject to prior redemption, on December 15 in each year until the final maturity, commencing December 15, 2019, and ending no later than December 15, 2049, or such dates as may be provided by one or more award certificates of the Commission and in the respective principal amounts as shall be set forth in such award certificates of the Commission (the "Maturity Date").

ARTICLE II

MISCELLANEOUS; EFFECTIVE DATE

SECTION 201. EFFECTIVE DATE

Pursuant to and in accordance with Section 806 of the General Bond Resolution, this Second Amendment to the Series 2014 Supplemental Resolution shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Second Amendment to the Series 2014 Supplemental Resolution, certified by the Secretary of the Commission or a person designated to serve in that capacity by the

Commission together with the opinion of Bond Counsel required by Section 806 of the General Bond Resolution.

SECTION 202. INCORPORATION OF REMAINDER OF RESOLUTION BY REFERENCE.

All provisions of the General Bond Resolution, as amended and supplemented, other than those amended by the provisions of this resolution, are incorporated herein by reference as if set forth at length herein. Such provisions shall remain in full force and effect.

SECTION 203. PUBLICATION AND FILING.

The Secretary of the Commission is hereby directed to publish the Notice of Adoption of this Second Amendment to the Series 2014 Supplemental Resolution in the official newspaper(s) of the Commission and to file a certified copy of this Second Amendment with the Trustee and with the Offices of the Clerks of the Owner Cities as prescribed by N.J.S.A. 40:62-133.5.

SECTION 204. CERTIFIED COPIES.

Upon the adoption hereof, the Secretary of the Local Unit shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, Bond Counsel to the Trust.

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

A copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORDED VOTE

	AYE	NAY	ABSTAIN	ABSENT
Blumental, D.	<u>X</u>	—	—	—
Cleaves, C.	<u>X</u>	—	—	—
Friend, J.	<u>X</u>	—	—	—
*Kolodziej, G.	—	—	—	—
Levine, J.	<u>X</u>	—	—	—
Sanchez, R.	—	—	—	<u>X</u>
Vannoy, R.	<u>X</u>	—	—	—

The foregoing is a true and complete copy of a resolution of the Passaic Valley Water Commission adopted at a meeting thereof duly called and held on December 21, 2016.



Louis Amodio, Administrative Secretary

*(Deceased)



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-145

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: December 21, 2016

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: VANNOY offers the following Resolution for adoption:

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



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

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

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: BLUMENTHAL AYES: 5 ABSENT: 1 Time: 12:11 p.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE	X			
ROBERT VANNOY	X			
CHRYSTAL CLEAVES	X			
*GLORIA KOLODZIEJ				
DAVID BLUMENTHAL	X			
GERALD FRIEND	X			
RIGO SANCHEZ				X
				
PRESIDENT PRO-TEM GERALD FRIEND				
				
SECRETARY CHRYSTAL CLEAVES				


*(Deceased)



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 21, 2016.


LOUIS AMODIO
Administrative Secretary

RESOLUTION: 16-146
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 21, 2016

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: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on October 25, 2016 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-10 "Maintenance of HVAC Equipment and Systems"; and

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

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

WHEREAS, the lowest responsible, responsive bid submitted for this Contract was that of Power Services Company, Inc. of Cedar Grove, New Jersey (the "Awardee") with respect to said bid in the amount of \$209,000.00; and

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

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

1. That Contract No. 16-B-10 "Maintenance of HVAC Equipment and Systems" in the total amount of \$209,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the

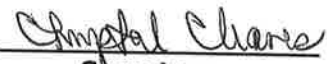
submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-10 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President pro-Tem
GERALD FRIEND


Secretary
CHRYSTAL CLEAVES

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

***(Deceased)**

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 December 21, 2016.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 1, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-10**
Maintenance of HVAC Equipment and Systems

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Powers Service Company, Inc.**, of Cedar Grove, New Jersey, in the amount of **\$209,000.00**.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio ✓
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **16-B-10 - Powers Service Company, Inc.**

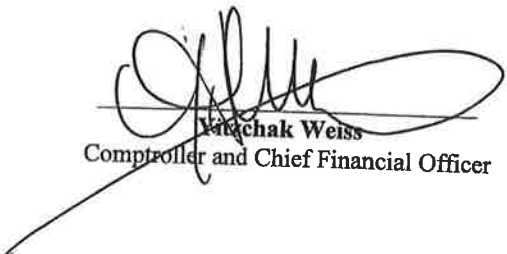
Amount of Project or Contract: \$ 209,000.00

1. Acct: # 001-2002-423-45-03 Outside Contractors / HVAC

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

Other comments: Two (2) Year Contract Commencing: November 2016
Maintenance of HVAC Equipment and Systems

Date of Certification: 11/01/2016 Certified: \$ 209,000.00



Yatchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 16-B-10
Maintenance of HVAC Equipment Systems

Bids Received: October 25, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Powers Service Company, Inc. 59 Village Park Road Cedar Grove, New Jersey 07009 tom@powerservice.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$209,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
T.M. Brennan Contractors, Inc. 3505 Route 94 Hamburg, New Jersey 07419 michelle@tmbrennaninc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Amco Enterprises, Inc. 600 Swenson Drive Kenilworth, New Jersey 07033 mthakkar@amco-enterprises.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$230,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Air Systems Maintenance, Inc. 718 Jefferson Avenue Kenilworth, New Jersey 07033 mattias@airsystemsmaintenance.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Echelon Services, LLC 159 Merriam Avenue Newton, New Jersey 07860 jason@echelon-services.net	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$235,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 16-147
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 21, 2016

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: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on December 13, 2016 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27 "Harrison Avenue Tank"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and a copy of a memorandum from the Director of Engineering dated December 14, 2016, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the apparent low numerical bid submitted by APS Contracting, Inc. ("APS Contracting") of Paterson, New Jersey, failed to list their structural steel subcontractor in their bid; which material defect is in contravention of the Local Public Contracts Law and the Bid Documents; and

WHEREAS, this material non-curable defect (APS Contracting's failure to list their structural steel subcontractor in their bid), thereby disqualifies their bid; and

WHEREAS, the lowest responsible, responsive bid submitted for this Contract was that of Allied Construction Group, Inc. (the "Awardee") with respect to said bid in the amount of \$1,877,500.00; and

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

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

1. That Contract No. 16-B-27 "Harrison Avenue Tank" in the total amount of \$1,877,500.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-27 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President pro-Tem
GERALD FRIEND


Secretary
CHRYSTAL CLEAVES

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

*(Deceased)

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 December 21, 2016.

A handwritten signature in dark ink, appearing to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PVWC MEMORANDUM DATED DECEMBER 14, 2016
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 14, 2016

To: Hon. Commissioners

From: J. Duprey

C: J. Bella

G. Hanley

L. Amodio

Re: Contract No. 16-B-27 "Harrison Avenue Tank"

On December 13, 2016, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27 "Harrison Avenue Tank"

The apparent low numerical bid submitted by APS Contracting, Inc. ("APS Contracting") of Paterson, New Jersey, failed to list their structural steel subcontractor in their bid; which material defect is in contravention of the Local Public Contracts Law and the Bid Documents.

This material non-curable defect (APS Contracting's failure to list their structural steel subcontractor in their bid), thereby disqualifies their bid.

The lowest responsible, responsive bid submitted for this Contract was that of Allied Construction Group, Inc. of Parlin, New Jersey (the "Awardee") with respect to said bid in the amount of \$1,877,500.00.

Based on the above, and subject to review and approval by PVWC's Law Department, it is recommended that Contract 16-B-27 be awarded to the Awardee in the total amount of their bid.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 13, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-27**
Harrison Avenue Tank

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations.

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by Allied Construction Group of Parlin, New Jersey, in the amount of \$1,877,500.00.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey

Contract 16-B-27

Harrison Avenue Tank

Bid Item	Description	Stipulated Quantity	APS Contracting Inc.		Allied Construction Group		Caldwell Tanks Inc	
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals
1	Replacement of PVMC's Harrison Avenue Tank and Appurtenant Work, at the Lump Sum Price of	lump sum		\$1,660,000.00		\$1,666,000.00		\$1,800,800.00
2	Provides Hydro-Pneumatic Tank System, at the Lump Sum Price of	lump sum						
3	Additional Excavation	50	\$60.00	\$90,000.00	\$60.00	\$90,000.00	\$49.00	\$92,600.00
4	Additional Crushed Stone, Gravel, or Quarry Process, at the unit price of	50	\$40.00	\$3,000.00		\$3,000.00		\$2,450.00
5	Additional Concrete, at the unit price of	20	\$200.00	\$2,000.00	\$70.00	\$3,500.00	\$41.60	\$2,060.00
6	Additional Steel Reinforcement, at the unit price of	1000	\$2.00	\$4,000.00	\$900.00	\$16,000.00	\$631.50	\$12,630.00
7	Additional Ductile Iron, at the Unit Price of	60	\$100.00	\$6,000.00	\$2.00	\$2,000.00	\$2.40	\$2,400.00
8	Additional Demolition of Reinforced Concrete, at the Unit Price of	20	\$200.00	\$4,000.00	\$100.00	\$8,000.00	\$257.00	\$15,420.00
9	Allowance for Permits & Miscellaneous Goods & Services, as Ordered by the Owner, an amount up to				\$300.00	\$6,000.00	\$431.00	\$8,620.00
10	Allowance for Additional Electrical, Instrumentation and Controls, as ordered by the Owner, an amount up to			\$40,000.00		\$40,000.00		\$40,000.00
				\$15,000.00		\$15,000.00		\$15,000.00
				\$1,826,000.00		\$1,877,500.00		\$1,992,000.00

PASSAIC VALLEY WATER COMMISSION

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **16-B-27 - Allied Construction Group**


Amount of Project or Contract: \$ 1,877,500.00

1. Acct: # 001-0901-419-95-10 Capital / Bldgs / Structures – Off Site

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

Other comments: One Year Contract Commencing: December 2016
Harrison Avenue Tank

Date of Certification: 12/13/2016 Certified: \$ 1,877,500.00


Fitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION: 16-148
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES
FOR W-4 LICENSED OPERATOR"

CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES

DATE OF ADOPTION: DECEMBER 21, 2016

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: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Project 16-P-48 entitled "Professional Services for W-4 Licensed Operator" was awarded to Superior Services, LLC ("Superior Services") of West Caldwell, New Jersey at PVWC's Commission Meeting dated June 15, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$78,000.00; and

WHEREAS, PVWC requires additional professional services to assist PVWC in its ongoing efforts related to lead and copper issues and other water quality issues; and

WHEREAS, at PVWC's request, Superior Services has submitted a proposal dated December 7, 2016, (the "Proposal") to modify the Project to include additional professional services related to the above, and which were not included under the Project; and

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

WHEREAS, the Executive Director and the Director of Engineering have reviewed Superior Services' Proposal for the additional professional services as set forth hereinabove and find it to be reasonable, considering the nature and scope of additional professional services involved, and has recommended that the said

additional professional services, and additional costs related thereto, be approved; and

WHEREAS, a copy of the Executive Director and the Director of Engineering's memorandum dated December 12, 2016 recommending approval of the said additional professional services is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the previously approved not-to-exceed total price of \$78,000.00 is hereby increased by the additional amount of \$15,000.00 for Amendment No. 1 as set forth herein, for a revised not-to-exceed total price of \$93,000.00 for the Project; and

WHEREAS, the said modifications will be incorporated into Contract Amendment No. 1 to Agreement for the Project (the "Contract Amendment"), the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves and awards the Contract Amendment for additional professional services as set forth in Superior Services' Proposal dated December 7, 2016, which additional professional services result in an increase of

\$15,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 16-P-48 from \$78,000.00 to \$93,000.00; all as set forth hereinabove; and

2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the Contract Amendment and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Contract Amendment shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President pro-Tem
GERALD FRIEND

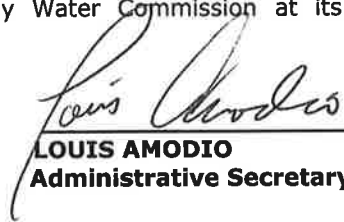

Secretary
CHRYSTAL CLEAVES

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

***(Deceased)**

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 December 21, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES**

**PVWC EXECUTIVE DIRECTOR AND DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED DECEMBER 12, 2016**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 12, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Project 16-P-48 "Professional Services for
W-4 Licensed Operator"-Contract Amendment
for Additional Professional Services

Summary

It is recommended that, under Project 16-P-48, Superior Services, LLC of West Caldwell, New Jersey be awarded an increase of \$15,000.00 (increasing the total previously approved not-to-exceed amount for Project 16-P-48 from \$78,000.00 to \$93,000.00) to provide PVWC with additional professional services related to the Project as set forth in the attached copy of Superior Services' proposal dated December 7, 2016. These recommended additional professional services under this proposed Contract Amendment to Agreement for the Project are set forth in more detail below.

Background

Project 16-P-48 "Professional Services for W-4 Licensed Operator" (the "Project") was awarded to Superior Services, LLC ("Superior Services") of West Caldwell, New Jersey at PVWC's Commission Meeting dated June 15, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$78,000.00.

PVWC requires additional professional services to assist PVWC in its ongoing efforts related to lead and copper issues and other water quality issues, thus expanding the scope of services of the existing contract beyond that which was originally anticipated.

At PVWC's request, Superior Services has submitted a proposal dated December 7, 2016 (the "Proposal") to modify the Project to include the additional professional services related to the above, and which were not included under the Project.

A copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto (as an attachment to Exhibit B referenced below).

Superior Services' Proposal for the additional professional services as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional professional services involved.

It is recommended that, under Project 16-P-48, Superior Services be awarded an increase of \$15,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 16-P-48 from \$78,000.00 to \$93,000.00 to provide PVWC with additional professional services related to the Project under the Contract Amendment as set forth in the attached copy of the Proposal.

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

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES**

**FORM OF AMENDMENT TO AGREEMENT
AND SUPERIOR SERVICES' PROPOSAL
DATED DECEMBER 7, 2016**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES
(PROJECT 16-P-48)**

THIS CONTRACT AMENDMENT FOR ADDITIONAL PROFESSIONAL SERVICES (hereinafter "Amendment") made as of _____, 20__ between Passaic Valley Water Commission ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Superior Services, LLC, a professional firm (hereinafter "Professional") having a place of business at 56 Stonybrook Road, West Caldwell, New Jersey 07006.

WHEREAS, the Amendment hereby modifies the previously signed and executed agreement (the "Agreement") with PVWC and Professional who was awarded Project 16-P-48 entitled "Professional Services for W-4 Licensed Operator" (hereinafter the "Project"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated December 7, 2016 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of \$78,000.00 for the Project is hereby increased by the additional amount of \$15,000.00 for the Contract Amendment as set forth herein, for a revised not-to-exceed total amount of \$93,000.00; and

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

SUPERIOR SERVICES, LLC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES**

**SUPERIOR SERVICES' PROPOSAL DATED
DECEMBER 7, 2016**

ATTACHMENT A

SUPERIOR SERVICES, LLC

Providing Professional Services for Municipalities and Businesses

56 Stonybrook Road , West Caldwell, NJ 07006

Phone: 862-881-6311 - Email: bill.frint@gmail.com

December 7, 2016

Mr. Joseph Bella, Executive Director
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

RE: Requested Amendment to Professional Services Agreement for Project 16-P-48
"Professional Services for W-4 Licensed Operator"

Dear Mr. Bella,

As you are aware, Superior Services, LLC has expended considerable additional effort to assist PVWC personnel to comply with increasingly more stringent lead and copper regulatory requirements as the NJDEP continues to interpret and implement these regulations at the State level.

The extent of these additional regulatory requirements was not contemplated, nor included, in the previously approved scope of work for the above-referenced Project.

Due to these additional efforts, it is requested that the previously approved not-to-exceed total amount of \$78,000.00 for the Project be increased by \$15,000.00 for a revised not-to-exceed total amount of \$93,000.00 for the Project. These additional professional services would be billed on a time-and-materials basis in accordance with the terms and conditions of the Agreement, not to exceed the revised total amount set forth above.

Please contact me at your earliest convenience to discuss.

William J. Frint
Superior Services, LLC

Licensed Water Operator – W-4, T-3
Licensed Sewer Operator – C-2
Certified Backflow Tester

PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES
FOR W-4 LICENSED OPERATOR"

CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL 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-48 – Professional Services for W-4 Licensed Operator. (**Superior Services, LLC (William J. Frint)**).

Original Amount of Project or Contract not to exceed: **\$78,000**
Contract increase: **\$15,000**

1. Acct #: 001-3002-424.72-21 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: 12/14/2016

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

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

RESOLUTION: 16-149
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 21, 2016

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

Introduced by Commissioner: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

WHEREAS, each of the four (4) responses received for the Project (including requested clarifications received from responders) has been evaluated by PVWC based on weighted criteria as set forth in

the request for responses for the Project, and a copy of PVWC's memorandum dated December 12, 2016 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, based on the said evaluation of each of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Bilow Garrett, Architects and Planners, PC of Ridgefield Park, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received November 10, 2016 (hereinafter the "Response"); and

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

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

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

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

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

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


1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$209,880.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.



President Pro-Tem
GERALD FRIEND


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.
***(Deceased)**

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 December 21, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

PVWC MEMORANDUM DATED DECEMBER 12, 2016

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 12, 2016

To: Hon. Commissioners

From: J. Duprey

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

Re: Request to Award Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park"

Summary

It is recommended that Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (the "Project") be awarded to Bilow Garrett, Architects and Planners, PC of Ridgefield Park, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$209,880.00.

Background

The requested professional architectural services are for design and services during the bidding and construction phases of the project to rehabilitate PVWC's Great Falls Pump Station and PVWC's adjacent building (both located in the Great Falls National Park) in accordance with appropriate historic architectural criteria.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on November 10, 2016 four (4) responses were received and subsequently evaluated by PVWC for the Project. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

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

EVALUATION OF RESPONSES RECEIVED NOVEMBER 10, 2016

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Bilow Garrett ⁽²⁾⁽⁶⁾	\$209,880.00	990
Ives Architecture ⁽³⁾	\$216,310.00	840
Lorthrop ⁽⁴⁾	\$301,700.00	815
PS & S ⁽⁵⁾	\$235,790.00	795

Notes: (1) Using weighted evaluation criteria set forth in the RFP.
(2) Bilow Garrett, Architects and Planners, PC of Ridgefield Park, NJ.
(3) The Ives Architecture Studio of Fair Lawn, NJ.
(4) Lothrop Associates, LLP of Red Bank, NJ.
(5) Paulus Sokolowski and Sartor, LLC of Warren, NJ.
(6) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Bilow Garrett, Architects and Planners, PC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 161 Main Street, Ridgefield Park, New Jersey 07660.

WHEREAS, PVWC desires professional architectural services as applicable, to assist PVWC in its efforts related to Project No. 16-P-62 "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 10, 2016, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Attachment A to Exhibit B; and

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

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

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

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

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

and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$209,880.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BILOW GARRETT, ARCHITECTS
AND PLANNERS, PC**

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

EXHIBIT C

(The Solicitation and Responses, including
that of the Awardee, are on file in the
Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-62
PROFESSIONAL ARCHITECTURAL SERVICES FOR
REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT
FALLS NATIONAL PARK**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

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-62 – Professional Services for Architectural Services for Rehab of Two PVWC Buildings in the Great Falls National Park. (**Bilow Garrett, Architects & Planners PC**).

Amount of Project or Contract not to exceed: **\$209,880**

1. Acct #: 001-0901-419.95-10 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: 12/12/2016



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

RESOLUTION:16-150
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 21, 2016

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

Introduced by Commissioner: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

WHEREAS, each of the seven (7) responses received (including responses to clarifications to the required scope of work issued by PVWC on November 1, 2016) were evaluated by PVWC based on

weighted and normalized criteria as set forth in the request for responses, and a copy of PVWC's memorandum dated December 14, 2016 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, as can be seen from the above-referenced PVWC memorandum, the firm of Johnson, Mirmiran and Thompson, Inc. (the "Awardee") of Trenton, New Jersey was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received October 20, 2016 (including their subsequent responses to clarifications to the required scope of work issued by PVWC on November 1, 2016); hereinafter collectively the "Response"); and

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

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

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

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

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

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


1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$323,990.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.



President Pro-Tem
GERALD FRIEND


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.
***(Deceased)**

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 December 21, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

PVWC MEMORANDUM DATED DECEMBER 14, 2016

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 14, 2016

To: Hon. Commissioners

From: J. Duprey

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

Re: Request to Award Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings"

Summary

It is recommended that Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" (the "Project") be awarded to Johnson, Mirmiran and Thompson, Inc. of Trenton, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$323,990.00.

Background

The requested professional services include preparation of a feasibility study to identify potential alternative routes for two (2) PVWC water mains crossings of the Passaic River, as well as professional services for design and services during the bidding and construction phases of the project.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on October 20, 2016 seven (7) responses were received and, along with responses to clarifications to the required scope of work issued by PVWC on November 1, 2016 (collectively, the "Responses") were evaluated by PVWC based on criteria as set forth in the request for responses. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

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

EVALUATION OF RESPONSES RECEIVED

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Johnson Mirmiran & Thompson ⁽²⁾⁽⁹⁾	\$323,990.00	938
Mott MacDonald ⁽³⁾	\$321,600.00	918
Arcadis US ⁽⁴⁾	\$415,520.00	863
H2M Associates ⁽⁵⁾	\$263,660.00	817
CDM Smith ⁽⁶⁾	\$696,077.00	815
Remington & Vernick ⁽⁷⁾	\$367,820.00	790
CME Associates ⁽⁸⁾	\$533,950.00	723

- Notes: (1) Using weighted normalized evaluation criteria set forth in the RFP.
(2) Johnson Mirmiran & Thompson, Inc. of Trenton, NJ.
(3) Mott MacDonald of Iselin, NJ.
(4) Arcadis US, Inc. of Fair Lawn, NJ.
(5) H2M Associates, Inc. of Parsippany, NJ.
(6) CDM Smith, Inc. of Edison, NJ.
(7) Remington & Vernick Engineers of Secaucus, NJ.
(8) CME Associates of Parlin, NJ.
(9) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Johnson, Mirmiran and Thompson, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1200 Lenox Drive, Suite 101, Trenton, New Jersey 08648.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 20, 2016 (including response to clarifications to the required scope of work issued by PVWC on November 1, 2016), are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Attachment A to Exhibit B; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$323,990.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**JOHNSON, MIRMIRAN
AND THOMPSON, INC.**

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

EXHIBIT C

(The Solicitation and Responses, including
that of the Awardee, are on file in the
Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 16-P-61
PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF TWO PVWC WATER MAIN
RIVER CROSSINGS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

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-61 – Professional Services for Rehab of Two PVWC River Main Crossings. (**Johnson, Mirmiran & Thompson, Inc.**).

Amount of Project or Contract not to exceed: **\$323,990**

1. Acct #: 001-0901-419.95-14 **BUDGET 2016**

Other Comments: **Professional Services**

Date of Certification: 12/12/2016



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

RESOLUTION: 16-151
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 21, 2016

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: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on August 9, 2016 seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-25 "Water Storage Improvements Phase 1 Standby Emergency Generators" and a tabulation of bids received is attached hereto and made a part hereof in Exhibit B referenced below; and

WHEREAS, prior to consideration for award, the second apparent low numerical bidder Tomar Construction, LLC ("Tomar"), in correspondence dated August 18, 2016 from Tesser and Cohen, Esq. (the law firm representing Tomar in this matter) asserted that, among other things, the bid submitted by the apparent low numerical bidder, Stone Hill Contracting Company, Inc. ("Stone Hill") is not the lowest responsible and responsive bidder because Stone Hill's bid contained numerous material defects, and further asserted that Tomar should be awarded the Contract as the lowest responsive bid on that basis; and

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

WHEREAS, PVWC's notice of hearing letter dated August 30, 2016 was sent to all bidders, a hearing was conducted by PVWC on September 20, 2016 at the offices of PVWC as indicated in the Notice, and was attended by: appropriate PVWC personnel; representatives for Stone Hill and Tomar (the first and second apparent low numerical bidders, respectively; all of the other bidders confirmed notice of the hearing, but elected not to attend the said hearing); CH2M Engineers,

the consultant retained by PVWC for design of the project; Associated Technology, Inc. ("ATI"), the consultant retained by PVWC to assist PVWC with specific electrical issues associated with this project; and three (3) other interested parties, namely Turtle and Hughes, Cooper Power systems, and Foley Caterpillar; and

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

WHEREAS, based on discussions and issues raised at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, PVWC's General Counsel has determined the lowest responsible, responsive bid submitted to be that of Stone Hill Contracting Company, Inc. of Doylestown, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$28,500,000.00 and PVWC's Executive Director, Director of Engineering, and Director of Purchasing have reviewed and concur with the General Counsel's recommendations in this regard, and copies of memorandum from PVWC's Director of Engineering and from PVWC's Director of Purchasing (both dated December 5, 2016) are attached hereto and made a part hereof as Exhibit A and B, respectively; and

WHEREAS, award of the Contract by PVWC is subject to subsequent approval by the New Jersey Department of Environmental Protection ("NJDEP"); and

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

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

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

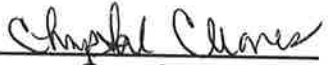
1. That Contract No. 15-B-25 "Water Storage Improvements Phase 1 Standby Emergency Generators" in the total amount of \$28,500,000.00 in connection with the above described goods and services, is hereby awarded to the Awardee, subject to subsequent approval by NJDEP.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-25 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GERALD FRIEND


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.
*(Deceased)

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 December 21, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED DECEMBER 5, 2016**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 5, 2016

To: Hon. Commissioners

From: J. Duprey

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

Re: Contract 15-B-25 "Water Storage Improvements Phase 1 Standby
Emergency Generators"

On August 9, 2016 seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-25 "Water Storage Improvements Phase 1 Standby Emergency Generators", and a copy of a memorandum dated December 5, 2016 from the Director of Purchasing (with referenced tabulation of bids received) is attached hereto and made a part hereof as Exhibit B referenced below.

Prior to consideration for award, the second apparent low numerical bidder Tomar Construction, LLC ("Tomar"), in correspondence dated August 18, 2016 from Tesser and Cohen, Esq. (the law firm representing Tomar in this matter) asserted that, among other things, the bid submitted by the apparent low numerical bidder, Stone Hill Contracting Company, Inc. ("Stone Hill") is not the lowest responsible and responsive bidder because Stone Hill's bid contained numerous material defects, and further asserted that Tomar should be awarded the Contract as the lowest responsive bid on that basis.

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

PVWC's notice of hearing letter dated August 30, 2016 was sent to all bidders, a hearing was conducted by PVWC on September 20, 2016 at the offices of PVWC as indicated in the Notice, and was attended by: appropriate PVWC personnel; representatives for Stone Hill and Tomar (the first and second apparent low numerical bidders, respectively; all of the other bidders confirmed notice of the hearing, but elected not to attend the said hearing); CH2M Engineers, the consultant retained by PVWC for design of the project ("CH2M"); Associated Technology Inc. ("ATI"), the consultant retained by PVWC to assist PVWC with specific electrical issues associated with this project; and three (3) other interested parties, namely Turtle and Hughes, Cooper Power systems, and Foley Caterpillar.

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

Based on discussions and issues raised at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, PVWC's General Counsel has determined the lowest responsible, responsive bid submitted to be that of Stone Hill Contracting Company, Inc. of Doylestown, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$28,500,000.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing (as can be seen from this memorandum and Exhibit B attached hereto) concur with the General Counsel's recommendations in this regard.

Award of the Contract by PVWC is subject to approval by the New Jersey Department of Environmental Protection ("NJDEP").

PASSAIC VALLEY WATER COMMISSION

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED DECEMBER 5, 2016
PVWC'S FINANCIAL CERTIFICATION SHEET
AND REFERENCED ATTACHMENTS**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 5, 2016

FROM: Purchasing Department

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

RE: **Contract # 15-B-25**
Water Storage Improvements Phase I
Standby Emergency Generators

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

Of the seven (7) bids received, the lowest responsive and responsible proposal was submitted by **Stonehill Contracting Company, Inc.**, of Doylestown, Pennsylvania, in the amount of **\$28,500,000.00**.

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **15-B-25 - Stonehill Contracting Company, Inc.**

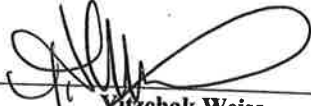
Amount of Project or Contract: \$ 28,500,000.00

1. Acct: # 001-0901-419-95-24 Capital / Reservoir Covers

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

Other comments: Two (2) Year Contract Commencing: December 2016
Water Storage Improvements Phase I
Standby Emergency Generators

Date of Certification: 12/05/2016 Certified: \$ 28,500,000.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
High Point Electric 719 Route 59 Wantage, New Jersey 07461 hpe_palk@gmail.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registr PVWC Consent Other Consent of Public Works Co
Eli Electrical Contractors 530 South Avenue Cranford, New Jersey 07016 sfischer@elielctric.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$31,590,967.00 s/b \$31,590,930.94	X Business Registr X PVWC Consent X Other Consent of Public Works Co
Montana Construction, Inc. 80 Contant Avenue Lodi, New Jersey 07644 vsantaite@montanaconstructioninc.co	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$33,296,400.00	X Business Registr X PVWC Consent X Other Consent of Public Works Co
Spectraserv, Inc. 75 Jacobus Avenue South Kearny, New Jersey 07032 stevek@spectraserv.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registr PVWC Consent Other Consent of Public Works Co
Schiavone Construction Company LLC 150 Meadowlands Parkway Secaucus, New Jersey 07094 delk@schiaivone.net	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 X	\$31,997,000.00	x Business Registr X PVWC Consent X Other Consent of Public Works Co

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check	CA- Cashier's Check	BB- Bid Bond		
Stonehill Contracting Company, Inc. 252 Swamp Road - Suite 19 Doylestown, Pennsylvania 18901 estimating@stonehillcontracting.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$28,500,000.00	X Business Registr X PVWC Consent X Other Consent of Public Works Co
E-J Electric Installation Company 46-41 Vernon Boulevard Long Island City, New York 11101 lortiz@ej1899.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$37,263,684.00 s/b \$37,263,506.40	X Business Registr X PVWC Consent X Other Consent of Public Works Co
Kraft Power Company 241 West Parkway Pompton Plains, New Jersey 07444 mbishop@kraftpower.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond Not to Exceed \$		Business Registr PVWC Consent Other Consent of Public Works Co
Hutton Construction, LLC 41 Village Park Road Cedar Grove, New Jersey 07009 hutton@hutton1.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond Not to Exceed \$		Business Registr PVWC Consent Other Consent of Public Works Co
Star Lo Electric, Inc. 32 South Jefferson Road Whippany, New Jersey 07981 l.baram@star-lo.com	<input type="checkbox"/> Certified Check	<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Bid Bond Not to Exceed \$		Business Registr PVWC Consent Other Consent of Public Works Co

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check	CA- Cashier's Check	BB- Bid Bond		
Manor II Electric, Inc. 3 Ardsley Court Holmdel, New Jersey 07733 manoril@optimum.net			<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Allied Construction Group, Inc. 499 Washington Road Parlin, New Jersey 08859 mmarcinczyk@alliedconstructgroup.com			<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Sal Electric Company, Inc. 83 Fleet Street Jersey City, New Jersey 07306 philip@salelectric.com			<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Atlantic Power Systems 33 Gregg Street Lodi, New Jersey 07644 t.gandi@ssss.com			<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co
Travis, Inc. 11 Merry Lane East Hanover, New Jersey 07936 adigiovanni@travisinc.net			<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		Business Registr <input type="checkbox"/> PVWC Consent <input type="checkbox"/> Other Consent of <input type="checkbox"/> Public Works Co

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check	CA- Cashier's Check	BB- Bid Bond		
Anselmi & De Cicco, Inc. 1977 Springfield Avenue Maplewood, New Jersey 07040 ckhurdan@anselmi.com		Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00		\$29,493,600.00	X Business Registr PVWC Consent Other Consent of Public Works Co
Spark Electric 7 Commerce Street - Suite 4 Somerville, New Jersey 08876 spark1234@aol.com		Certified Check Cashier's Check Bid Bond Not to Exceed \$			Business Registr PVWC Consent Other Consent of Public Works Co
Valiant Power Group, Inc. 1 Commerce Street Branchburg, New Jersey 08876 deagan@valiantpowergroup.com		Certified Check Cashier's Check Bid Bond Not to Exceed \$			Business Registr PVWC Consent Other Consent of Public Works Co
Turtlew & Hughes, Inc. 1900 Lower Road Linden, New Jersey 07036 ellie@turtle.com		Certified Check Cashier's Check Bid Bond Not to Exceed \$			Business Registr PVWC Consent Other Consent of Public Works Co
PFK III 17 Blacksmith Road Newtown, Pennsylvania 18940 rmk@pkfm.com		Certified Check Cashier's Check Bid Bond Not to Exceed \$			Business Registr PVWC Consent Other Consent of Public Works Co

Contract # 15-B-25
Water Storage Improvements Phase I
Standby Emergency Generators

Bids Received August 9, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check	CA- Cashier's Check	BB- Bid Bond		
Tomar Construction, LLC 18 Connerty Court East Brunswick, New Jersey 08816 bob@tomarconstruction.com	<input type="checkbox"/>	<input type="checkbox"/>	Certified Check	\$29,293,600.00	X Business Reg Ct X PWWC Con Sur X Public Works Re
	<input type="checkbox"/>	<input type="checkbox"/>	Cashier's Check		
	<input type="checkbox"/>	<input type="checkbox"/>	10% Bid Bond		
	<input type="checkbox"/>	<input type="checkbox"/>	Not to Exceed		
	\$20,000.00				
	<input type="checkbox"/>	<input type="checkbox"/>	Certified Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Cashier's Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Bid Bond		
	<input type="checkbox"/>	<input type="checkbox"/>	Not to Exceed		
	\$				
	<input type="checkbox"/>	<input type="checkbox"/>	Certified Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Cashier's Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Bid Bond		
	<input type="checkbox"/>	<input type="checkbox"/>	Not to Exceed		
	\$				
	<input type="checkbox"/>	<input type="checkbox"/>	Certified Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Cashier's Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Bid Bond		
	<input type="checkbox"/>	<input type="checkbox"/>	Not to Exceed		
	\$				
	<input type="checkbox"/>	<input type="checkbox"/>	Certified Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Cashier's Check		
	<input type="checkbox"/>	<input type="checkbox"/>	Bid Bond		
	<input type="checkbox"/>	<input type="checkbox"/>	Not to Exceed		
	\$				

RESOLUTION: 16-152
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT PURCHASE FOR FOUR (4) VEHICLES FOR
PVWC'S DISTRIBUTION DEPARTMENT

DATE OF ADOPTION: DECEMBER 21, 2016

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: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Four (4) replacement vehicles for PVWC's Distribution Department were previously procured by PVWC under the appropriate New Jersey State Contract but were found, upon PVWC's pre-acceptance inspection of same at the dealership's facility, to be too small in height for PVWC's intended use; and

WHEREAS, the dealership subsequently agreed to cancel the current order for four (4) vehicles at no penalty to PVWC, thereby enabling PVWC to procure alternate vehicles with the correct height requirements from the same vendor and under the same State Contract; and

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

WHEREAS, PVWC has elected to procure four (4) Year 2017 Ford Transit 350 Wagon XL High Roof Vans (State Contract #T2006 15 x 23267 A88231) from Beyer Ford (the "Awardee") of Morristown, New Jersey in the total amount of \$125,768.00 (4 x \$31,442.00 each); and

WHEREAS, a copy of a memorandum dated December 7, 2016 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

1. That the purchase of the above-referenced vehicles under the referenced State Contract is hereby awarded to the Awardee in the total amount as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as also set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GERALD FRIEND


Secretary
CHRYSTAL CLEAVES

**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.
*(Deceased)**

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 December 21, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT PURCHASE FOR FOUR (4) VEHICLES FOR
PVWC'S DISTRIBUTION DEPARTMENT**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED DECEMBER 7, 2016
PVWC'S FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 7, 2016

FROM: Purchasing Department

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

RE: **State Contract Purchase**
T2006 15-x-23267 A88231

This purchase will be for the Distribution Department replacing the following vehicles:

78 1998 Ford Van – 146,963 miles
45 1998 Ford Van – 135,839 miles
43 1997 Ford Van – 115,838 miles
38 2004 Ford Van – 146,006 miles

The State Contract purchase will be from **Beyer Ford**, of Morristown, New Jersey for four (4) 2017 Ford Transit 350 Wagon XL High Roof Vans @ \$31,442.00 each – total \$125,768.00 Funds for this purchase have been budgeted under our 2016 Capital Expenditures. The Finance Department has “Certified the Availability of Funds” (attached).

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey
A. Bisesi
J. Cascone

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **State Contract Purchase T2006 15-x-23627 A88231**

Beyer Ford


Amount of Project or Contract: \$ 125,768.00

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

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

Other comments: Single Purchase: December 2016
Four (4) 2017 Ford Transit Vans - \$31,442 each – Total \$125,768.00

Date of Certification: 12/07/2016 Certified: \$ 125,768.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb



State of New Jersey
Department of the Treasury
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno
Search
NJ Home | Services A to Z | Departments/Agencies | FAQs

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0126 15-x-23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BEYER BROS CORP	40801
T2108 15-x-23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BEYER BROS CORP	89258
T2760 11-x-21682	OEM AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT DUTY VEHICLES (T-2760)	BEYER BROS CORP	79161
T2809 12-x-22251	DUMP TRUCK, 68,000 LB. GVWR CAB/CHASSIS W/12 CU.YD. CONVEYOR BODY & ACCESSORIES	BEYER BROS CORP	83470
T2776 15-x-23642	POLICE VEHICLES: SEDANS, SPORT UTILITY VEHICLES AND TRUCKS	BEYER FORD LLC	88730
T0106 12-x-21817	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	BEYER FORD LLC	81346
T2005 15-x-23627	VEHICLES, PASSENGER VANS, 8/12/15- PASSENGER	BEYER FORD LLC	88231
T2007 13-x-22721	VEHICLES, SPORT UTILITY (SUV)	BEYER FORD LLC	83013
T2100 15-x-23639	VEHICLES, TRUCKS, CLASS 2, PICKUP/ UTILITY, WITH SNOW PLOW OPTION	BEYER FORD LLC	88727
T2102 15-x-23641	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	BEYER FORD LLC	88214
T2108 15-x-23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BEYER FORD LLC	89263
T0126 15-x-23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BEYER FORD LLC	40813



Contact Us | Privacy Notice | Legal Statement | Accessibility Statement

Purchase & Property: Home | News | Directions | Frequently Asked Questions | Contact DPP
Treasury: Home | Services | People | Businesses | Departments/Agencies | Forms | Contact Us
Statewide: NJ Home | Services A to Z | Departments/Agencies | FAQs
Copyright © State of New Jersey, 1996-2007
This site is maintained by the Division of Revenue and Enterprise Services.

<http://www.state.nj.us/cgi-bin/treas/purchase/search.pl>

8/4/2016

MASTER NOTIFICATION
2015/2016/2017 VEHICLE MANUFACTURER'S CUT-OFF DATES

7/29/2016

Section	Price Line	Appl. Vehicle	Appl. Vehicle	Description	Make/Model	Cut-off Date	Contract	Contractor
1	1	1	1	AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR	2016 FORD FOCUS SEDAN S	8/22/2016	AS921	CHAS S WINNER INC. DBA WINNER FORD
2	2	1	1	AUTOMOBILE, SEDAN, COMPACT, 4-DOOR	2016 FORD FOCUS SEDAN S	Not Published Yet	AS921	CHAS S WINNER INC. DBA WINNER FORD
3	3	1	1	AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR	2017 FORD FUSION S	Not Published Yet	AS922	HERTRICH FLEET SERVICES
4	4	2	2	AUTOMOBILE, CROSSOVER, MID-SIZE, 4-DOOR	2017 DODGE JOURNEY SE FWD	Not Published Yet	AS922	HERTRICH FLEET SERVICES
5	5	1	1	AUTOMOBILE, SEDAN, FULL-SIZE, 4-DOOR	2016 CHEVROLET MALIBU LIMITED LS (Model has been discontinued. Model no longer being produced beyond 2015 model year)	1/1/2016	AS922	HERTRICH FLEET SERVICES
1	1-2	2	2	TRUCK, PICKUP, COMPACT, EXTENDED CAB, 8' BODY, 2WD	2015 CHEVROLET COLORADO EXTENDED CAB WITH 8' BOX 2WD	Contract Expired	AS9716	MALL CHEVROLET INC.
2	3-4	2	2	TRUCK, PICKUP, COMPACT, EXTENDED CAB, 8' BODY, 4WD	2015 CHEVROLET COLORADO EXTENDED CAB WITH 8' BOX 4WD	Contract Expired	AS9716	MALL CHEVROLET INC.
3	5-6	2	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 5' BODY, 2WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 2WD	Contract Expired	AS9716	MALL CHEVROLET INC.
4	7-8	2	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 5' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 5' BOX 4WD	Contract Expired	AS9716	MALL CHEVROLET INC.
5	9-10	2	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 8' BODY, 2WD	2015 CHEVROLET COLORADO CREW CAB WITH 8' BOX 2WD	Contract Expired	AS9716	MALL CHEVROLET INC.
6	11-12	2	2	TRUCK, PICKUP, COMPACT, CREW CAB, 4-DOOR, 8' BODY, 4WD	2015 CHEVROLET COLORADO CREW CAB WITH 8' BOX 4WD	Contract Expired	AS9716	MALL CHEVROLET INC.
1	1-2	2	2	PASSENGER VAN, FULL-SIZE, 8-PASSENGER	2016 DODGE GRAND CARAVAN SE	8/22/2016	AS929	HERTRICH FLEET SERVICES
2	3-4	2	2	PASSENGER VAN, FULL-SIZE, 8-PASSENGER	2016 FORD TRANSIT 150 WAGON XL	5/2/2016	AS929	CHAS S WINNER INC. DBA WINNER FORD
3	5-6	2	2	PASSENGER VAN, FULL-SIZE, 12-PASSENGER	2017 CHEVROLET EXPRESS 2500 WAGON LS	Not Published Yet	AS929	MALL CHEVROLET INC.
4	7-8	2	2	PASSENGER VAN, FULL-SIZE, 15-PASSENGER	2017 CHEVROLET EXPRESS 3500 EXT. WAGON LS	Not Published Yet	AS929	HERTRICH FLEET SERVICES
5	9-10	2	2	PASSENGER VAN, FULL-SIZE, 15-PASSENGER, HIGH ROOF	2017 FORD TRANSIT 350 WAGON XL HIGH ROOF	Not Published Yet	AS929	BEVER FORD LLC
IMPORTANT NOTE: Please refer to the New Jersey Motor Vehicle Commission's rules and regulations (13:26.5.1) pertaining to school vehicle transport before ordering a passenger van for this purpose. Information regarding these regulations is available at the following websites: http://www.njmvc.com/vehicleschoolbus.asp http://www.njmvc.com/vehicleschoolbus.asp								
1	1-2	2	2	SUV, SMALL, 4-DOOR, 2WD	2017 JEEP PATRIOT SPORT 2WD	Not Published Yet	AS9011	HERTRICH FLEET SERVICES
2	3-4	2	2	SUV, SMALL, 4-DOOR, 4WD	2017 JEEP PATRIOT SPORT 4WD	Not Published Yet	AS9011	HERTRICH FLEET SERVICES
3	5-6	2	2	SUV, MID-SIZE, 4-DOOR, 2WD	2017 FORD EXPLORER BASE 2WD	Not Published Yet	AS9012	CHAS S WINNER INC. DBA WINNER FORD
4	7-8	2	2	SUV, MID-SIZE, 4-DOOR, 4WD	2017 FORD EXPLORER BASE 4WD	Not Published Yet	AS9012	BEVER FORD LLC
5	9-10	2	2	SUV, FULL-SIZE, 12 TON, 4-DOOR, 2WD	2017 DODGE DURANGO RTV 2WD	Not Published Yet	AS9012	HERTRICH FLEET SERVICES
1	1-2	3	3	TRUCK, 20,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 KENWORTH K270	Not Published Yet	AS9009	CARBELLI KENWORTH OF NJ LLC
2	3-4	3	3	TRUCK, 20,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 KENWORTH K270	Not Published Yet	AS9010	TRUCK SERVICES INC.
1	1-2	2	2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 2WD	2015 CHEVROLET SILVERADO 1500 REG. CAB 8' BODY 2WD	Contract Expired	AS9716	MALL CHEVROLET
2	3-4	2	2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 4WD	2015 RAM 1500 TRADESMAN REG. CAB 8' BODY 4WD	Contract Expired	AS9716	HERTRICH FLEET SERVICES
3	5-6	2	2	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 2WD	2016 FORD F-150 XL SUPER-CAB 8' BODY 2WD	Contract Expired	AS9716	CHAS S WINNER INC. DBA WINNER FORD

NOTE: CUT-OFF DATES ARE SUBJECT TO CHANGE. VEHICLE MANUFACTURERS ARE ADVISED TO ORDER VEHICLES WELL IN ADVANCE OF THE CUT-OFF DATE. POSSIBLE DELAYS IN DELIVERY DUE TO FACTORY PROBLEMS OR OTHER UNFORESEEN CIRCUMSTANCES ARE NOT THE RESPONSIBILITY OF THE BUREAU.

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

Beckering, Linda

From: Bisesi, Andy
Sent: Thursday, August 04, 2016 1:18 PM
To: Beckering, Linda
Subject: RE: Van

VANS	MILES	YEAR	MAKE
# 78	146,963	1998	Ford van
# 45	135,839	1998	Ford van
# 43	115,838	1997	Ford van
# 38	146,006	2004	Ford van

All four are in bad shape and need to be replace

Andy Bisesi
General Supervisor of Water
abisesi@pvwc.com
O: 973-340-4361
C: 201-697-8662
F: 973-340-4337



From: Beckering, Linda
Sent: Thursday, August 04, 2016 12:44 PM
To: Bisesi, Andy
Subject: RE: Van

Who did you say you were going to ask to do this for 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: Bisesi, Andy
Sent: Thursday, August 04, 2016 10:24 AM
To: Beckering, Linda
Subject: RE: Van

Sure will do



BEYER FORD

Quote

170 Ridgedale Ave.
Morristown, NJ 07960

To: Passaic Valley Water Comm. From: Coert Seely
Phone/Fax: (973) 463-3065 / (973) 884-2650

Vehicle Beyer Fleet
Pick Up 31 Williams Parkway
Location East Hanover, NJ 07936

2017 FORD TRANSIT
STATE OF NEW JERSEY
CONTRACT #A88231

Mechanical

Engine: 3.7L Ti-VCT V6 (FFV) (STD)
(STD)
4.10 Axle Ratio (STD)
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
70-Amp/Hr Maintenance-Free Battery
HD 250 Amp Alternator
2810# Maximum Payload
GVWR: 9,000 lbs
HD Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
26 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS

Exterior

Wheels: 16" Steel w/Black Hubcaps
Tires: 235/65R16 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Black Front Bumper
Black Rear Step Bumper
Black Bodyside Cladding and Black Wheel Well Trim
Trim
Black Door Handles
Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Inc. w/Power Door Locks
Aero-Composite Halogen Headlamps

Entertainment

Radio w/Clock
Radio: AM/FM Stereo w/6-Speakers -
Fixed Antenna

Interior

Dual Bucket Seats -inc: 10-way power driver seat
Vinyl Front Seats w/Vinyl Back Material
Removable Bench Front Facing Vinyl Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges: Speedometer, Odometer, Eng. Coolant Temp, Tach.
Fixed Rear Windows and Manual Vented 3rd Row Windows
15 Person Seating Capacity
Removable Bench Vinyl 3rd Row Seat Front
Removable Bench Front Facing 4th Row Seat Number
Front Cupholder
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter
Manual Air Conditioning
Rear HVAC
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Urethane Gear Shift Knob
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
3 12V DC Power Outlets
Full Overhead Console w/Storage and 3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Cargo Space Lights
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Manual Adjustable Front & Rear Head Restraints
Driver & Front Passenger Side Airbags
Curtain Airbag

Safety-mechanical (ESC)

ABS And Driveline Traction Control

Safety-exterior

Side Impact Beams

Safety-interior

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts

Base Price \$ 29,230.00

Options

Option to Cargo Van (130" WB Low Roof)	\$	(1,500.00)
Tow Pkg. w/Hitch	\$	485.00
Windows All Around	\$	450.00
Front/Rear Viny Floor Covering	\$	245.00
10% Factory MSRP Discount	\$	32.00
Undercoating	\$	490.00
(4) Corner LEDs	\$	695.00
Strobe	\$	750.00

Option Total \$ 2,212.00

Budget Total \$ 31,442.00

Date: 12/7/2016

Quote is good for 60 Days

To accept this quotation, sign here and return: _____

RESOLUTION: 16-153
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T0983 13-x-23020 A85091
ENVIRONMENTAL TESTING INSTRUMENTS
PARTS/SUPPLIES

DATE OF ADOPTION: DECEMBER 21, 2016

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: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, PVWC requires the annual purchase of various parts and supplies for the various instruments for PVWC's laboratory on an as-needed basis; and

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

WHEREAS, PVWC has elected to procure the said parts and supplies for the various instruments for PVWC's laboratory in the total amount of up to \$119,722.00 from Hach Company of Loveland Colorado (the "Awardee") under State Contract #T0983 13-x-23020 A85091 (herein the "State Contract"), and a copy of a memorandum dated December 9, 2016 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of up to \$119,722.00; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
*KOLODZIEJ, G.	___	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
BLUMENTHAL, D.	<u>X</u>	___	___	___
SANCHEZ, R.	___	___	___	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.



President Pro-Tem
GERALD FRIEND



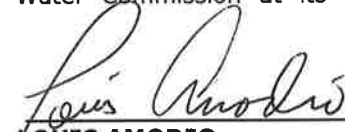
Secretary
CHRYSTAL CLEAVES

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

***(Deceased)**

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 December 21, 2016.

A handwritten signature in cursive script, appearing to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T0983 13-x-23020 A85091
ENVIRONMENTAL TESTING INSTRUMENTS
PARTS/SUPPLIES**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED DECEMBER 9, 2016
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

RESOLUTION: 16-154
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 21, 2016

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

Introduced by Commissioner: **BLUMENTHAL**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

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

WHEREAS, each of the two (2) responses received for the Project has been evaluated by PVWC's Chief Financial Officer and Comptroller based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the responses received, the firm of **SAMUEL KLEIN and COMPANY, CPA's** (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 8, 2016 (hereinafter the "Response"); and

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

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

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

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

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

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


1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed **\$41,500.00**, for services related to the Project; and

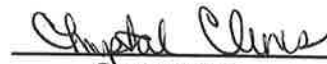
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for 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.	—	<u>X</u>	—	—
LEVINE, J.	—	<u>X</u>	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	—	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.

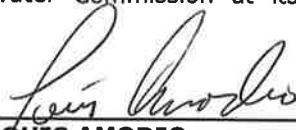

 President Pro-Tem
GERALD FRIEND


 Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.
 *(Deceased)

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 December 21, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

FORM OF AGREEMENT

EXHIBIT A

Passaic Valley Water Commission

Inter-office Memo

To: President Rigo Sanchez
Hon. Board of Commissioners

Date: December 21, 2016

From: Yitzchak Weiss, CFO

Re: Recommendation for Professional Services

Upon review of the submitted proposals and after taking into account past performance for services provided and costs proposed, the Finance Committee recommends the following professionals to be appointed for 2017:

Auditor: Samuel Klein and Company, CPA's

Respectfully submitted,

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

\$41,500

Yitzchak Weiss, CPA
Comptroller/CFO

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

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 8, 2016, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit A; and

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

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

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

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.
2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC

may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

EXHIBIT B

(The Solicitation and Responses, including
that of the Awardee, are on file in the
Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

PVWC FINANCIAL CERTIFICATION SHEET

EXHIBIT C