



# PASSAIC VALLEY WATER COMMISSION

## RESOLUTION #17-17

### RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 17, 2017

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: 6 ABSENT: 1 Time: 11:41 am

#### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

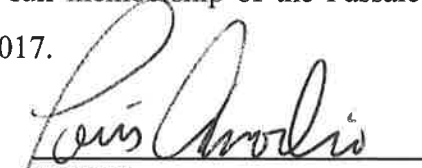
	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE	X			
ROBERT VANNOY	X			
DAVID BLUMENTHAL	X			
JOSEPH KOLODZIEJ	X			
RIGO SANCHEZ	X			
IDIDA RODRIGUEZ				X
GERALD FRIEND	X			
				
PRESIDENT GERALD FRIEND				
				
SECRETARY DAVID BLUMENTHAL				



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

**RESOLUTION: 17-18**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR**  
**PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES**  
**FOR COMPLETION OF PVWC'S NEW CUSTOMER**  
**INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR**  
**ADDITIONAL PROJECT MODIFICATIONS**  
**(CONTRACT AMENDMENT NO. 2)**

**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, Project 14-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (the "Project") was awarded to Westin Engineering, Inc. ("Westin") of Rancho Cordova, California at PVWC's Commission Meeting dated July 22, 2014 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$295,000.00; and

**WHEREAS**, previously approved Contract Amendment No. 1 for professional services for post-live management services on CIS and mobile increased the above not-to-exceed total amount to \$320,500.00 (an 8.6% increase); and

**WHEREAS**, following additional experience gained by PVWC's personnel following the 'go-live' phase of the CIS Project, PVWC desires additional professional services to further enhance use of the CIS Infinity and Mobile products as well as the overall functionality of the CIS system, which additional professional services were not included in Westin's original proposal, nor in previously approved Contract Amendment No. 1; and

**WHEREAS**, at PVWC's request, Westin has submitted a proposal dated February 14, 2017 (the "Proposal") to modify the Project to include the said additional professional services, and a copy of the

Proposal, including a description of the said additional services, along with a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof (as Attachment A to Exhibit B referenced below); and

**WHEREAS**, PVWC's Chief Financial Officer has reviewed Westin's Proposal and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the Chief Financial Officer's memorandum dated February 28, 2017 recommending approval of the said modifications to the Project is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS**, the previously approved not-to-exceed total price of \$320,500.00 (which includes previously approved Contract Amendment No. 1) is hereby increased by the amount of \$33,300.00 (an additional 11.3% increase) for Contract Amendment No. 2, for a revised not-to-exceed total price of \$353,800.00 (which equates to an overall net increase of approximately 19.9% to the Project); and

**WHEREAS**, the said additional modifications will be incorporated into Contract Amendment No. 2 to Agreement for the Project, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves and awards Contract Amendment No. 2 to Agreement for the Project (with modifications to the scope of Work for the project as set forth in Westin's Proposal dated February 14, 2017) which modifications result in an increase of \$33,300.00, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 14-P-56 (including previously approved Contract Amendment No. 1) from \$320,500.00 to \$353,800.00; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Contract Amendment No. 2 to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>VANNOY, R.</b>	<u>X</u>	---	---	---
<b>BLUMENTHAL, D.</b>	<u>X</u>	---	---	---
<b>KOLODZIEJ, J.</b>	<u>X</u>	---	---	---
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---
<b>RODRIGUEZ, I.</b>	---	---	---	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.

  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
 \_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**  
**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR**  
**PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES**  
**FOR COMPLETION OF PVWC'S NEW CUSTOMER**  
**INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR**  
**ADDITIONAL PROJECT MODIFICATIONS**  
**(CONTRACT AMENDMENT NO. 2)**

**PVWC CHIEF FINANCIAL OFFICER'S**  
**MEMORANDUM DATED FEBRUARY 28, 2017**

**EXHIBIT A**

# Passaic Valley Water Commission

## Inter-office Memo

To: President Gerald Friend  
Hon. Board of Commissioners

Date: February 28, 2017

From: Yitzchak Weiss, CFO

Re: Recommendation for Change Order

Commissioners, I would like to recommend the attached change order from Westin Engineering for approval. The additional costs are for assistance in managing the remaining outstanding issues with our billing software implementation and finalizing the project. This work was not included as part of Westin's previously authorized scope for Project 14-P-56, including any and all previously approved amendments thereto.

Please be advised that the change order is on a time-and-materials not-to-exceed basis and the costs appear reasonable considering the nature and scope of additional work involved



**PASSAIC VALLEY WATER COMMISSION**  
**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR**  
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**(CONTRACT AMENDMENT NO. 2)**

**FORM OF AMENDMENT TO AGREEMENT**  
**AND WESTIN'S PROPOSAL**  
**DATED FEBRUARY 14, 2017**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION  
AMENDMENT NO. 2 TO AGREEMENT  
FOR PROFESSIONAL SERVICES  
(PROJECT 14-P-56)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Westin Engineering, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 3100 Zinfandel Drive, Suite 300, Rancho Cordova, California 95670.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement as amended by Contract Amendment No. 1 (collectively the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 14-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (hereinafter the "PROJECT"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated February 14, 2017 (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 \$320,500.00 for the PROJECT is hereby increased by \$33,300.00 for a revised not-to-exceed total amount of \$353,800.00; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

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

**WESTIN ENGINEERING, INC.**

Witness or Attest

By: \_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
GERALD FRIEND  
President

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES  
FOR COMPLETION OF PVWC'S NEW CUSTOMER  
INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
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**WESTIN'S PROPOSAL  
DATED FEBRUARY 14, 2017**

**ATTACHMENT A**

## Westin Engineering Inc. Change Request for Consulting Services on CIS and Mobile

Date 2/14/2017

This change request updates the Westin Engineering Inc. (Westin) existing "Project No. 14-P-56 Professional Services for Completion of PVWC's New Customer Information System" Contract with The Passaic Valley Water Commission ("PVWC" or "the Commission") to provide further Consulting Services related to the production use of Advanced CIS Infinity and Infinity Mobile products purchased from Advanced Utility Systems. This Change Request provides planning for further maximizing benefits in ongoing use of the systems, issue resolution, and ongoing maintenance and IT support planning.

### Background

Westin Engineering consultants have worked with PVWC to create an IT Strategic Plan, go through the Selection process to identify the best CIS software product that met PVWC's goals, and implement that chose CIS system.

Westin provided guidance and support during the implementation process. PVWC is requesting Consulting Services for a period of time to gain additional traction while remaining issues from the implementation are being worked, and while processes are being reviewed for improvement. Westin is offering to continue to assist the PVWC team in moving forward with the current maturation of their use of the CIS and Mobility products.

### Change Request Justification

Westin recommends the following services to assist PVWC's staff during the next two months:

- Westin proposes to review and prioritize the open issues list to achieve resolution on those items. Once that list is clearly prioritized, Westin will establish regular communication with the vendor, escalating with management where necessary.
- In addition to current open items, Westin will work with the PVWC TEAM to identify which processes are working well, and those that are still creating inefficiencies and pain points.
- Westin will establish a new support process with the vendor such that ongoing support is less frustrating and more proactive and responsive.
- Westin proposes to document recommendations along with a plan to move forward and further improve operations.

### Revisions to the Existing Professional Services Contract

Phase 300 – Consulting Services

#### *Objective*

Westin will support the PVWC team by focusing on the effort to resolve open issues on the CIS Infinity and Mobility products. A new support structure will also be developed to better support PVWC in their ongoing use of Infinity and Mobility. Westin will also provide a Recommendations deliverable, which will document an approach to resolving larger issues, the new support structure, improving processes, and using previously unused functionality that were delayed until after the go live effort was completed.

#### *Approach*

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Westin will review and prioritize the current issues list with the PVWC team and the vendor in order to resolve many of the current lingering issues facing the team. There will be focused meetings with the vendor, and escalations where necessary to get working solutions.

While working to resolve remaining issues, Westin will be interviewing team members in order to get a current status on which processes are still proving challenging and inefficient. Westin will also review unused functionality to see where it might help in improving the processes being documented and discussed.

Westin will also work with both PVWC and the vendor in setting up a new support process to better provide needed assistance to Passaic from Advanced.

The Principal Consultant will complete this effort with 100 hours of effort over a three month period, including three on-site visits to do assessments and present the final deliverable with the team.

***Deliverables:***

- Review and prioritization of current open issues,
- Provide a summary of priorities and resolution plans to management of PVWC and Advanced Utility Systems,
- Conduct support workshops and document a new process for support going forward with Advanced,
- Recommendations document, containing plans for improving processes and functionality.

**Change Request and Additional Services Cost**

The consulting fee associated with this Change Order is on a Time and Material Basis Not-to-Exceed Basis including expenses. Invoices will be submitted monthly and due within 30 days of submittal.

Phase#	Tasks Name	Principal Consultant			
		Hrs	Amount	Expenses	Total
	Rate/Hour		\$240		
300	Consulting Services	120	\$28,800	\$4,500	\$33,300
	Total Consulting Services	120	\$28,800	\$4,500	\$33,300

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES  
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**PROFESSIONAL SERVICES FOR  
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**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:

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Description of Project or Contract:

**Professional Services** for Project # 14-P-56 – Professional Services for Completion of PVWC's New Customer Information System, change order. (**Westin Engineering**).

Amount of Project or Contract not to exceed: **\$33,300**

**RESOLUTION; 17-19**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, following solicitation for bids, 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 Contract"), and a copy of the bid amounts set forth in the tabulation of bids received for the Contract is attached hereto and incorporated herein by reference (Exhibit A); and

**WHEREAS**, based on PVWC's review and evaluation of bids received for the Contract, the numerical low bid submitted by APS Contracting, Inc. of Paterson, New Jersey ("APS") failed to list APS' structural steel subcontractor in the bid, which was determined by PVWC to be a material defect in contravention of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 - 40A:11-51) ("Public Bidding Law") and the Bid Documents, which, as a material, non-curable defect, legally disqualified APS' bid; and

**WHEREAS**, for reasons cited above Allied Construction Group, Inc. of Parlin, New Jersey ("Allied"), the second numerical low bidder, was determined by PVWC to be the lowest responsible, responsive bidder, and the Contract was subsequently awarded to Allied at the December 21, 2016 meeting of the PVWC Board of Commissioners ("Board"); and

**WHEREAS**, following award of the Contract to Allied, but prior to execution of the Contract, in correspondence dated January 18 and February 3, 2017, Daniel C. Carmalt, Esq., APS' General Counsel, protested award of the Contract to Allied and asserted therein that



APS' bid did not violate the Public Bidding Law, while further asserting therein that PVWC had erroneously rejected APS' bid; and

**WHEREAS**, PVWC's General Counsel thereupon determined that a bid protest hearing should be convened, pursuant to the Public Bidding Law, as requested by APS; and

**WHEREAS**, PVWC's notice of hearing letter, dated January 18, 2017, and PVWC's subsequent notice dated February 2, 2017, revising the hearing date to February 13, 2017, to accommodate APS' review of PVWC documents relevant to the Contract, was sent to all bidders, and a hearing was conducted, on record made by a certified stenographic reporter on the revised hearing date, at the offices of PVWC as indicated in the notice, with PVWC General Counsel presiding as Hearing Officer ("the Hearing"); and

**WHEREAS**, the Hearing was attended by: appropriate PVWC personnel; the respective representatives and counsel for APS and Allied (the first and second apparent numerical low bidders, respectively, with the remaining bidder, Caldwell Tanks Inc., having confirmed receipt of notice of the hearing, but electing not to attend); Kenneth D. McPherson, Esq. of Waters, McPherson, McNeill, P.C. (Special Counsel retained by PVWC); Kenneth C. Ressler, P.E. of Remington & Vernick Engineers, engineering consultants retained by PVWC to assist with specific engineering issues associated with the Contract and performance of the underlying water tank replacement project, and by Jeffery A. Bravstein, P.E. of Christie Engineering ,P.C., as consulting engineer/witness for APS; and

**WHEREAS**, in accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC had considered both, rejecting all bids and re-bid of the Contract, as allowed PVWC under the Public Bidding Law, and, in the alternative, rejecting APS' bid as being materially defective, unresponsive, not responsible, or unacceptable for other reasons required by law, and

PVWC had determined to award the Contract to Allied as lowest "responsible" bidder; and

**WHEREAS**, based on testimony and argument presented at the Hearing, and review of information and documentation, including exhibits and written argument, submitted at and subsequent to the Hearing, PVWC's General Counsel, in his capacity as Hearing Officer has determined and recommended that the award of the Contract to Allied as the lowest responsible, responsive bidder be reaffirmed, with respect to Allied's bid in the amount of \$1,877,500.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing, having reviewed and considered PVWC General Counsel's determination and recommendation in this regard, and having concurred therewith, as set forth in both a memorandum dated March 7, 2017, by PVWC's Director of Engineering, and a memorandum dated March 7, 2017 (Re-Issued) from PVWC's Director of Purchasing, also copies of which are also attached hereto, and made a part hereof by reference, as Exhibit B and Exhibit C, respectively; and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, with the Comptroller's certificate Dated March 7, 2017 (Re-Issued) being attached hereto, and made a part hereof by reference as Exhibit D; and

**WHEREAS**, a copy of Allied's signed Contract dated December 21, 2016 is also attached hereto, and made a part hereof by reference, as Exhibit E;

**WHEREAS**, the Public Bidding Law authorizes the award and execution of the Contract upon receipt of bids and qualification of bidders therefor; and

**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 Allied, as Contract Awardee; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract with the Awardee, in accordance with this Resolution and the submissions provided in connection therewith, with respect to review of bids conducted in connection with Contract 16-B-27 as set forth hereinabove;

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

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

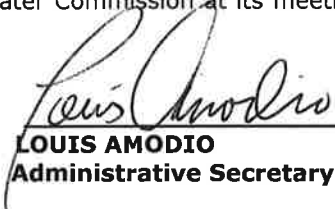
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
 \_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 16-B-27  
HARRISON AVENUE TANK**

**TABULATION OF BIDS RECEIVED  
DECEMBER 13, 2016 FOR  
CONTRACT 16-B-27**

**EXHIBIT A**

Contract 16-B-27

Harrison Avenue Tank

Bid Item	Description	Stipulated Quantity	AFS Contracting Inc.		Allied Construction Group		Callowell Tanks Inc	
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals
1	Replacement of PVWC's Harrison Avenue Tank and Appurtenant Work, at the Lump Sum Price of	lump sum		\$1,660,000.00		\$1,696,000.00		\$1,800,800.00
2	Provide Hydro-Pneumatic Tank System, at the Lump Sum Price of	lump sum		\$90,000.00		\$90,000.00		\$92,600.00
3	Additional Excavation	30	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$49.00	\$2,450.00
4	Additional Crushed Stone, Gravel, or Quarry	50	\$40.00	\$2,000.00	\$70.00	\$3,500.00	\$41.60	\$2,080.00
5	Process, at the unit price of	20	\$200.00	\$4,000.00	\$800.00	\$16,000.00	\$631.50	\$12,630.00
6	Additional Concrete, at the unit price of	1000	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$2.40	\$2,400.00
7	Additional Ductile Iron, at the Unit Price of	60	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$257.00	\$15,420.00
8	Additional Demolition of Reinforced Concrete, at the Unit Price of	20	\$200.00	\$4,000.00	\$300.00	\$6,000.00	\$431.00	\$8,620.00
9	Allowance for Permits & Miscellaneous Goods & Services, as Ordered by the Owner, an amount up to			\$40,000.00		\$40,000.00		\$40,000.00
10	Allowance for Additional Electrical, Instrumentation and Controls, as ordered by the Owner, an amount up to			\$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**

**CONTRACT NO. 16-B-27  
HARRISON AVENUE TANK**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED MARCH 7, 2017**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: March 7, 2017  
To: Honorable Commissioners  
From: J. Duprey  
cc: J. Bella  
G. Hanley  
L. Amodio  
G. Lucianin  
Re: Contract 16-B-27 "Harrison Avenue Tank"

Following solicitation for bids, 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 Contract") in the bid amounts set forth in the tabulation of bids received for the Contract (Refer to Exhibit A of the attached Resolution).

Based on PVWC's review and evaluation of bids received for the Contract, the numerical low bid submitted by APS Contracting, Inc. of Paterson, New Jersey ("APS"), failed to list APS' structural steel subcontractor in the bid, which was determined by PVWC to be a material defect in contravention of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 - 40A:11-51) ("Public Bidding Law") and the Bid Documents, which, as a material, non-curable defect, legally disqualified APS' bid.

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Following award of the Contract to Allied, but prior to execution of the Contract, in correspondence dated January 18 and February 3, 2017, Daniel C. Carmalt, Esq., APS' General Counsel, protested award of the Contract to Allied and asserted therein that APS' bid did not violate the Public Bidding Law, while further asserting therein that PVWC had erroneously rejected APS' bid.

PVWC's General Counsel thereupon determined that a bid protest hearing should be convened, pursuant to the Public Bidding Law, as requested by APS.

PVWC's notice of hearing letter, dated January 18, 2017, (and PVWC's subsequent notice dated February 2, 2017, revising the hearing date to February 13, 2017, to accommodate APS' review of PVWC documents relevant to the Contract) was sent to all bidders, and a hearing was conducted, on record made by a certified stenographic reporter, on the revised hearing date, at the offices of PVWC as indicated in the notice, with PVWC General Counsel presiding as Hearing Officer ("the Hearing").

The Hearing was attended by: appropriate PVWC personnel; the respective representatives and counsel for APS and Allied (the first and second apparent numerical low bidders, respectively, with the remaining bidder, Caldwell Tanks Inc., having confirmed receipt of notice of the hearing, but electing not to attend; Kenneth D. McPherson, Esq. of Waters, McPherson, McNeill, P.C. (Special Counsel retained by PVWC), and Kenneth C. Ressler, P.E. of Remington & Vernick Engineers, engineering consultants retained by PVWC to assist with specific engineering issues associated with the Contract, and performance of the underlying water tank replacement project, and Jeffrey Bravstein, P.E. of Christie Engineering, P.C., retained by APS to review the Contract Documents on their behalf.

Consistent with the bid specifications and the notice of bidding provided with the bid documents, PVWC had considered rejecting all bids and re-bidding of the Contract, as allowed PVWC under the Public Bidding Law, or, in the alternative, rejecting APS' bid as being materially defective, unresponsive, not responsible, or not acceptable for other reasons required by law, with PVWC having determined to award the Contract to Allied as lowest "responsible" bidder, subject to review at the Hearing.

Based on testimony and argument presented at the Hearing, and review of information and documentation, including exhibits and written argument, submitted at, and subsequent to, the Hearing, PVWC General Counsel, in his capacity as Hearing Officer, has reported, as set forth herein, that it is his determined and

recommendation, that, for reasons presented in submissions of record in the Hearing, the award of the Contract to Allied, as the lowest responsible, responsive bidder, ought be reaffirmed, with respect to Allied's bid in the amount of \$1,877,500.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing, having reviewed and considered PVWC General Counsel's determination and recommendation in this regard and concurring therewith, as set forth in the instant memorandum of PVWC's Director of Engineering, dated March 7, 2017, and in a memorandum dated March 7, 2017 of PVWC's Director of Purchasing (Refer to Exhibit C of the attached Resolution).

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**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 16-B-27  
HARRISON AVENUE TANK**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
DATED MARCH 7, 2017 (Re-Issued)**

**EXHIBIT C**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: March 7, 2017 (Re-Issued)

To: George T. Hanley  
Joseph A. Bella  
James G. Duprey  
Yitzchak Weiss

From: Gregg Lucianin,  
Purchasing Department

Re: Contract 16-B-27  
Harrison Avenue Tank

Following solicitation for bids, 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 Contract") in the bid amounts set forth as follows:

<b>Company</b>	<b>Bid Amount</b>
APS Contracting, Inc.	\$1,826,000.00
Allied Construction, Inc.	\$1,877,500.00
Caldwell Tanks, Inc.	\$1,992,000.00

Of the bids received, the lowest "responsible" bidder, whose submission did not violate Local Public Contracts Law, (N.J.S.A. 40A:11-1 - 40A:11-51), was Allied Construction, Inc., of Parlin, New Jersey.

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 16-B-27  
HARRISON AVENUE TANK**

**PVWC'S FINANCIAL CERTIFICATION SHEET  
DATED MARCH 7, 2017 (Re-Issued)**

**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: **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: March 2017  
Harrison Avenue Tank

Date of Certification: 03/7/2017 Certified: \$ 1,877,500.00

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT NO. 16-B-27  
HARRISON AVENUE TANK**

**ALLIED'S SIGNED CONTRACT  
DATED DECEMBER 21, 2016**

**EXHIBIT E**

**CONTRACT**  
**WITH**  
**PASSAIC VALLEY WATER COMMISSION**  
**FOR**

**CONTRACT #16-B-27**  
**HARRISON AVENUE TANK**

**THIS AGREEMENT**, made and entered into this 21st day of December in the year Two Thousand and Sixteen by and between Passaic Valley Water Commission, a public body, hereinafter designated as "Commission" and Allied Construction Group, Inc. with its' principal office at 499 Washington Road in Parlin County of \_\_\_\_\_ and State of New Jersey hereinafter designated as "Contractor".

**WITNESSETH:** That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

**ARTICLE I - Scope of the Work**

The Contractor hereby agrees to furnish all of the tools, plant, equipment and labor necessary to perform all of the work described in the Technical Specifications, or which can be reasonably inferred therefrom, except such as may be hereinafter specifically excluded for the contract listed above; all in accordance with the requirements and provisions of the Contract Documents which include the following: (a) all of the "Bidding Documents" including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of Contract, the Supplementary Conditions (if any), General Conditions, Performance Bond (if any), One Year Maintenance Bond (if any), Technical Specifications, Drawings (if any), and Addenda, (b) this signed Contract, and (c) the Contractor's Bid Submission, including but not limited to its completed Form of Proposal and other forms.

**ARTICLE II - Time of Completion**

- (a) The work to be completed under this Contract shall be commenced within thirty (30) days after the Effective Date of the Contract or as specified in the Notice to Proceed, whichever is earlier.
- (b) The work shall reach the point of Substantial Completion within One Hundred and Eighty (180) consecutive days after the date defined in ARTICLE II, paragraph (a). Final completion shall be achieved within Two Hundred and Ten (210) consecutive days after the date defined in Article II, paragraph (a).

October 25, 2016

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### **ARTICLE III – Performance Bond**

For Contracts requiring a Performance Bond, following award of the Contract, the Contractor shall attach hereto the required Performance Bond conforming to the requirements set forth in the Section of the Contract Documents entitled "Information and Instructions for Bidders".

### **ARTICLE IV - The Contract Sum**

Based on the unit prices and lump sums set forth in the Contractor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

One Million Eight Hundres Seventy Seven Thousand Five Hundred Dollars and NO Cents

(\$ 1,877,500.00) (hereinafter "Contract Price").

### **ARTICLE V – No Waiver**

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Contractor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Contractor under this Contract is not a waiver of a breach of any other covenant or duty of the Contractor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Contractor, even when the Commission is aware that the Contractor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

The various rights, remedies, options, and elections of the Commission shall be cumulative, and in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Commission, all of which rights are remedies are fully reserved unless specifically waived. The failure of the Commission to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Commission for recovery of damages or otherwise, in the event of default by the Contractor.

### **ARTICLE VI - Additional Provisions**

October 25, 2016

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*Severability.* If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

*No Assignment.* Contractor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

*Applicable Law & Venue.* This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

*Special Limitation on Certain Remedies.* Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Contractor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

#### **ARTICLE VII - Retainage**

The CONTRACTOR agrees that the OWNER shall be and is hereby authorized to retain from moneys due and payable under this Contract, a sum equal to two percent (2%) of the amount of the Contract items and any Extra Work as guarantee of making any necessary repairs to the work during the Contract period. This is the retainage referred to in General Conditions Article 14.2.



IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as first written above.

Passaic Valley Water Commission

\_\_\_\_\_  
President

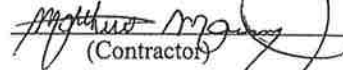
Attest:

\_\_\_\_\_  
PVWC - Secretary

\_\_\_\_\_  
(Witness)

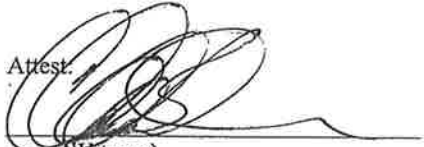
Date: \_\_\_\_\_

Allied Construction Group, Inc

  
\_\_\_\_\_  
(Contractor)

Matthew Marcinczyk, President

Attest:

  
\_\_\_\_\_  
(Witness)

Christopher B. Deane, Secretary

Date: 01/23/17

APPROVED AS TO  
FORM AND  
LEGALITY

October 25, 2016

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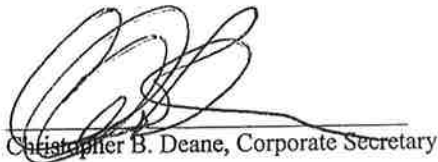


**CORPORATE RESOLUTION  
Of  
ALLIED CONSTRUCTION GROUP, INC.**

Be it RESOLVED that Matthew Marcinczyk, President of Allied Construction Group, Inc. be duly authorized to execute the contract agreement as the act and deed of such corporation for the Passaic Valley Water Commission – Contract #16-B-27 Harrison Avenue Tank Project.

The foregoing is a true and correct copy of the resolution adopted by Allied Construction Group, Inc. at a meeting of its Board of Directors on the 3<sup>rd</sup> Day of January, 2017.

Signed:

  
Christopher B. Deane, Corporate Secretary

Corporate Seal:

PERFORMANCE BOND

CONTRACT #16-B-27  
HARRISON AVENUE TANK

Date of Issuance of Bond: January 3, 2017

Bond No.: 0204101

Penal Sum of Bond: \$ \$1,877,500\* ("Contract Price")

\*One Million Eight Hundred Seventy Seven Thousand Five Hundred and no/100

OBLIGEE: Passaic Valley Water Commission

Agreement: (Contract Name and Title is set forth above)

CONTRACTOR/PRINCIPAL: Allied Construction Group, Inc.

SURETY: Berkley Insurance Company

Address of SURETY: 475 Steamboat Road, Greenwich, CT 06830

In providing the following Performance Bond (hereinafter "Bond"), such Bond shall not contain any conditions to its issuance or any conditions to the obligations of the Surety issuing same, except as expressly provided in this form of Bond.

This Bond is being issued by the PRINCIPAL and the SURETY to the OBLIGEE in accordance with the Contract. For purposes of this Bond, the Contract includes all of the Bidding Documents which preceded the award of same, the PRINCIPAL's Bid Proposal and other submissions in connection therewith, as well as any changes made, or to be made, to any of the referenced documents on, before or after the full execution of this Bond, and the Contract executed between the PRINCIPAL and OBLIGEE (hereinafter collectively referred to as the "Contract"). The Contract is incorporated into this Bond as though set forth in full herein.

KNOW ALL BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of the Total Contract Price ("Penal Sum"), and for the payment of the Penal Sum to the OBLIGEE, the said PRINCIPAL and SURETY bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform all the undertakings, covenants, terms, conditions, and obligations under the Contract, then this Bond shall be null and void, otherwise this Bond shall remain in full force and effect and the PRINCIPAL and SURETY shall remain bound to the OBLIGEE in accordance with the terms of this Bond and the Contract.

October 25, 2016

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Whenever the PRINCIPAL shall be, or is declared to be, in default under the Contract by the OBLIGEE, the SURETY shall promptly take action to either: (1) remedy the default, (2) take over, perform, and complete the PRINCIPAL's obligations under the Contract, or (3) make payment in the full amount of the Penal Sum to the OBLIGEE. For purposes of this provision, the time period that would constitute "promptly take action" shall be whatever is reasonable under the circumstances, but in no event shall the Surety exceed three (3) business days to begin good faith efforts to investigate the OBLIGEE's claim under the Bond, and thereafter, any remedial or completion work to be performed by the SURETY, either by itself, or by assisting the PRINCIPAL, or through completion contractors or consultants, shall be done promptly and as expeditiously as needed to support the then-existing demands placed upon the OBLIGEE.

If the OBLIGEE has terminated the services of the PRINCIPAL, the SURETY cannot use the PRINCIPAL in any capacity (e.g., subcontractor, completing contractor, or consultant) or otherwise assist the PRINCIPAL with performing work pursuant to this Bond without the OBLIGEE's expressed written consent, which consent can be withheld for any reason whatsoever. The SURETY must ensure that any contractors or consultants that it wishes to use in connection herewith satisfy all qualifications, both contractual and legal, to perform any part of the Contract. The SURETY may arrange for the completion of the PRINCIPAL's obligations under the Contract by a contractor acceptable to the OBLIGEE.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE named herein or their heirs, executors, administrators, or successors of the OBLIGEE. Any proceeding, legal or equitable, under this Bond must be instituted before the expiration of two (2) years from the date that either: (a) the PRINCIPAL ceased performing all of the undertakings, covenants, terms, conditions, and obligations covered by this Bond; (b) the termination of the PRINCIPAL's services by the OBLIGEE; or (c) the date on which final payment to the PRINCIPAL came due, whichever of these events occurs last.

Neither the PRINCIPAL nor SURETY may revoke or otherwise limit the OBLIGEE's rights under this Bond without the OBLIGEE'S expressed written consent. The SURETY promises to the OBLIGEE that the OBLIGEE may rely upon the stipulations and agreements contained in this Bond even in the event that the SURETY has waived, or otherwise not received compensation for, agreeing to issue this Bond.

The PRINCIPAL and the SURETY shall not be liable to the OBLIGEE in the aggregate in excess of the Penal Sum. Any payment made by the SURETY in good faith under this bond shall reduce the Penal Sum by a like amount.

The SURETY hereby stipulates and agrees that its obligations under this Bond shall in no way be affected, relieved, limited, waived, or diminished by reason of any change to the terms and conditions of the Contract occurring on, before or after this Bond is executed, including but not limited to: (i) changes which supplement, add to, or diminish in any way the PRINCIPAL's role, scope of work, or obligations to the OBLIGEE, (ii) changes which extend or reduce the time for performance including the term of the Contract, and/or (iii) changes which increase or decrease the PRINCIPAL's compensation. The SURETY waives the common law rights of presentment, notice of dishonor, and the right to exhaustion of remedies against the PRINCIPAL.

The date on this Bond may pre-date the Contract without voiding this Bond. The PRINCIPAL may not assign any of its rights or duties under this Bond except to the SURETY. The SURETY shall not assign any of its rights or duties under this Bond, but may delegate the administration of the SURETY's duties subject to the OBLIGEE's consent.

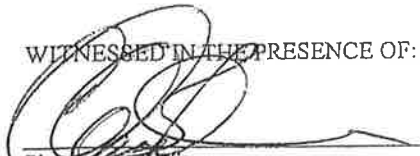
The SURETY represents that it is licensed to engage in the business of issuing contract surety bonds in the State of New Jersey and that it meets the qualifications necessary to issue bonds pursuant to N.J.S.A. § 2A:44-143. All bonds executed by an agent of the SURETY shall be accompanied by a certified copy of the SURETY's grant of authority to act for the SURETY at the time of executing this Bond and the appropriate "Disclosure Statement and Certification" required by N.J.S.A. § 2A:44-143. The OBLIGEE shall have the right to reject any Bond that is not executed in strict conformance hereto.

As a precondition to expiration of this bond and notwithstanding any other terms or conditions hereof, the surety shall supply the Commission with sixty (60) days written notice that the bond will expire. Upon receipt of this written notice and from said date, the bond will remain in full force and effect until the end of the sixty (60) day period even if beyond the date set forth in this bond.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY bounded together have executed this Performance Bond on this 3rd day of January, 2017 and affixed their respective corporate seals hereto, and each of the undersigned signatories represents that he/she is duly authorized by the governing body or his/her Parties to sign for them.

**\*\* Signatures on Next Page \*\***

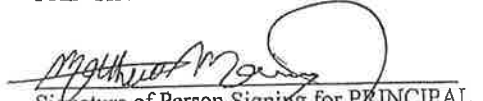
WITNESSED IN THE PRESENCE OF:

  
Signature of Witness

Christopher B. Deane, Secretary  
Print Name of Witness

Dated: 01/03/17

Allied Construction Group, Inc.  
PRINCIPAL

  
Signature of Person Signing for PRINCIPAL

Matthew Marcinczyk, President  
Title of Person Signing for PRINCIPAL

[CORPORATE SEAL]

WITNESSED IN THE PRESENCE OF:

  
Signature of Witness

AnnMarie Keane  
Print Name of Witness

Dated: January 3, 2017

Berkley Insurance Company  
SURETY

  
Signature of Person Signing for SURETY

Elizabeth Riga, Attorney-in-Fact  
Title of Person Signing for SURETY

[CORPORATE SEAL]

**\*\* Certification is on Following Page \*\***

Certification for Surety and/or Surety's Agent

I, Elizabeth Riga, do hereby certify that I am the duly authorized attorney-in-fact for the SURETY identified in this Performance Bond to the Passaic Valley Water Commission; and that I have attached hereto a certified copy of the SURETY's grant of authority to permit me to execute and bind the SURETY to this Bond. I hereby grant the OBLIGEE the unconditional permission to contact the SURETY at any time hereafter should the OBLIGEE wish to verify the scope of my agency authority.

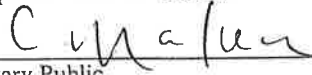
  
\_\_\_\_\_  
Attorney-in-Fact Elizabeth Riga

State of NJ :  
: ss:  
County of Somerset :

I, the undersigned notary public in and for the above State and County, do hereby

CERTIFY that on January 3, 2017,

Elizabeth Riga personally came before me and testified that he/she is the duly authorized attorney-in-fact for the Surety identified in this Performance Bond, and that he/she has acknowledged signing and delivering this instrument by his/her own free will and voluntary act as the duly authorized representative for the Surety named herein, for the uses and purposes described herein.

  
\_\_\_\_\_  
Notary Public

Commission Expiration Date: **ANN MARIE KEAME  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 19, 2020**

Notice to the SURETY shall be by certified or registered and regular mail and sent to:

Berkley Insurance Company  
(Full Name of Surety)

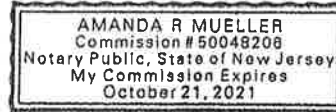
475 Steamboat Road, Greenwich, CT 06830  
(Address of Surety)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW JERSEY  
COUNTY OF Monmouth

ON THE 3<sup>rd</sup> DAY OF Jan. 2017, BEFORE ME PERSONALLY CAME Mathew Marciniak  
TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT  
12 Monticello Way S. River NJ THAT (S)HE IS THE President OF ALLIED  
CONSTRUCTION GROUP, INC. THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE  
INSTRUMENT; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION.

Amanda Mueller January 3, 2017  
Notary Public







**BERKLEY INSURANCE COMPANY**

**STATUTORY BALANCE SHEET  
DECEMBER 31, 2015  
(AMOUNTS IN THOUSANDS)**

**Admitted Assets**

Bonds	\$	8,870,177
Common & Preferred Stocks		3,285,217
Cash & Short Term Investments		567,599
Premiums Receivable		1,396,912
Other Assets		<u>2,989,424</u>

Total Admitted Assets \$ 17,109,329

**Liabilities & Surplus**

Loss & LAE Reserves	\$	8,753,797
Unearned Premium Reserves		2,503,622
Other Liabilities		<u>556,351</u>

Total Liabilities \$ 11,813,770

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,818,041
Unassigned Surplus		<u>2,434,508</u>

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

**Officers:**

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

**Directors:**

William Robert Berkley,  
(Chairman)  
William Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
Carl Fred Madsen

SURETY DISCLOSURE STATEMENT AND CERTIFICATION  
pursuant to N.J. S.A. 2A:44-143

Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830,

surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S.17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2015, which amounts have been certified by the Certified Public Accountant listed below:

KPMG Peat Marwick, LLP, New York, New York

Surety Companies(y)	Capital and Surplus
Berkley Insurance Company	\$5,295,559,379

(3a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U. S. C. §9305, the underwriting limitation established therein on July 1, 2016 is as follows:

Surety Companies(y)	Limitation
Berkley Insurance Company	\$440,222,000

(3b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the

United States Secretary of Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of July 1, 2016 is as follows:

Surety Companies(y)	Limitation
Not Applicable	Not Applicable

4) The amount of the bond to which the statement and certification is attached is \$1,877,500.00

5) If by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:


<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993,c.243(C.17:51:B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, **Elizabeth Riga**, as Attorney-in-Fact, for Berkley Insurance Company, a corporation domiciled in the State of Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE. Further, this form and my signature can be used in Facsimile for the purposes stated within this Surety Disclosure Statement and Certification.

  
Elizabeth Riga, Attorney-in-Fact

FORM OF PROPOSAL

CONTRACT #16-B-27  
HARRISON AVENUE TANK

To the Board of Commissioners  
of Passaic Valley Water Commission

Made by Allied Construction Group, Inc.

Address 499 Washington Road, Parkin, NJ 08859

Contact Person Matthew Marcinczyk, President Telephone Number 732-257-0771

Facsimile Number 732-257-0774 E-Mail Address mmarcinczyk@alliedconstructiongroup.com

The undersigned as bidder, declares that the only persons or parties interested in this Proposal as principals are named below; or corporation and is in all respects fair and without collusion or fraud; the bidder has carefully examined the Bidding Documents including the form of Contract, the Specifications which are a part thereof, the Information and Instructions for Bidders hereto attached, and that the bidder proposes and agrees that if this proposal is accepted, the bidder will contract with Passaic Valley Water Commission in the form of Contract hereto annexed to perform all necessary work and furnish all of the materials as called for under the Contract in the manner therein specified and according to the requirements as therein set forth, and that the bidder will accept in full payment therefore the sum or sums of money as herein quoted:

<u>Bid Item</u>	<u>Description</u> <sup>(2)(4)</sup>	<u>Stipulated Quantity</u> <sup>(1)(4)</sup>	<u>Computed Totals</u> <sup>(1)(2)</sup>
1	Replacement of PVWC's Harrison Avenue Tank and Appurtenant Work, at the Lump Sum Price of: <u>ONE MILLION SIX HUNDRED NINETY SIX THOUSAND</u> Dollars and <u>ZERO</u> Cents <u>(\$1,696,000.00)</u>	Lump Sum	<u>\$1,696,000.00</u>

<u>Bid Item</u>	<u>Description</u> <sup>(2)(4)</sup>	<u>Stipulated Quantity</u> <sup>(1)(4)</sup>	<u>Computed Totals</u> <sup>(1)(2)</sup>
2	Provide Hydro-Pneumatic Tank System, at the Lump Sum Price of:  NINETY THOUSAND Dollars and <u>ZERO</u> Cents (\$ <u>90,000.<sup>00</sup></u> )	Lump Sum	\$ <u>90,000.<sup>00</sup></u>
3	Additional Excavation, at the Unit Price of:  <u>SIXTY</u> Dollars and <u>ZERO</u> Cents (\$ <u>60.<sup>00</sup></u> ) per cubic yard	50 Cubic Yards	\$ <u>3,000.<sup>00</sup></u>
4	Additional Crushed Stone, Gravel, or Quarry Process, at the Unit Price of:  <u>SEVENTY</u> Dollars and <u>ZERO</u> Cents (\$ <u>70.<sup>00</sup></u> ) per cubic yard	50 Cubic Yards	\$ <u>3,500.<sup>00</sup></u>
5	Additional Concrete, at the Unit Price of:  <u>EIGHT HUNDRED</u> Dollars and <u>ZERO</u> Cents (\$ <u>800.<sup>00</sup></u> ) per cubic yard	20 Cubic Yards	\$ <u>16,000.<sup>00</sup></u>

<u>Bid Item</u>	<u>Description</u> <sup>(2)(4)</sup>	<u>Stipulated Quantity</u> <sup>(1)(4)</sup>	<u>Computed Totals</u> <sup>(1)(2)</sup>
6	Additional Steel Reinforcement, at the Unit Price of:  <u>Two</u> Dollars and <u>ZERO</u> Cents (\$ <u>2.00</u> ) per pound	1,000 Pounds	\$ <u>2,000.00</u>
7	Additional Ductile Iron Pipe, at the Unit Price of:  <u>ONE HUNDRED</u> Dollars and <u>ZERO</u> Cents (\$ <u>100.00</u> ) per lineal foot	60 Lineal Feet	\$ <u>6,000.00</u>
8	Additional Demolition of Reinforced Concrete, at the Unit Price of:  <u>THREE HUNDRED</u> Dollars and <u>ZERO</u> Cents (\$ <u>300.00</u> ) per cubic yard	20 Cubic Yards	\$ <u>6,000.00</u>
9	Allowance for Permits & Miscellaneous Goods & Services, as Ordered by the Owner, an amount up to:  <u>Forty Thousand</u> Dollars and <u>Zero</u> Cents	Allowance	\$ <u>40,000.00</u>
10	Allowance for Additional Electrical, Instrumentation & Controls, as Ordered by the Owner, an amount up to:  <u>Fifteen Thousand</u> Dollars and <u>Zero</u> Cents	Allowance	\$ <u>15,000.00</u>

October 25, 2016

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TOTAL BID PRICE<sup>(3)(4)</sup>

(In Words and Figures):

ONE MILLION, EIGHT HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED  
Dollars and

ZERO Cents (\$1,877,500.00)

- NOTES: (1) For each Lump Sum Bid Item, the Computed Total is the Lump Sum Price Bid for that Bid Item. For each Unit Price Bid Item, the Computed Total is the product obtained by taking the appropriate Unit Price bid and multiplying it by the Stipulated Quantity stipulated in the Proposal for that Bid Item. Bidder acknowledges that the Stipulated Quantities for calculations of the Computed Totals will be used by the Owner in the comparison of bids and are not guaranteed, and payment for Work under each Unit Price Bid Item will be as set forth elsewhere in these Contract Documents. For each Allowance Item, the Computed Total shall be the amount stipulated for that Allowance Item. Note that if minimum unit prices are indicated, Bidder shall enter a price equal to or greater than the minimum unit price. In the event that a bid price is entered that is lower than the minimum unit price indicated, the minimum unit price indicated will be used for computing the total for that particular item.
- (2) The Bidder's bid prices for the various Bid Items shall reflect an appropriate distribution of costs that reasonably reflect the Work contemplated under the appropriate Bid Items. With the exception of Bid Item No. 1, the Owner reserves the right to order some, all, more, or none of any of the stipulated unit quantities at any time, or times over the duration of the Contract; all at the Owner's sole discretion.
- (3) The Total Bid Price is the sum of the Computed Totals obtained as described in (1) above and is used for convenience in comparing bids. The actual Total Bid Price will be the sum of the Computed Totals as calculated by the Owner. No separate payment will be made for overhead, profit, or for any other add-on cost or expense. The Total Bid Price shall be considered as full compensation for all goods and services indicated, specified or required by the Contract Documents, or which can be reasonably inferred therefrom.
- (4) Refer to the section entitled "Measurement and Payment" in the Technical Specifications for additional information regarding measurement and payment related to the various Bid Items for this Contract.
- (5) Within the parameters established by governing law, the Commission reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to award the contract to the lowest responsible bidder. In the event a Bidder submits bid pricing that, in the sole opinion of the Commission, appears to be significantly unbalanced or does not appear to reasonably reflect the required scope of Work for a particular Bid Item, or Bid Items, the Commission may consider the Bidder's Bid as not being responsible, or responsive, and within the

parameters established by the governing law, may result in rejection of the Bidder's Bid.

- (6) Bidder is familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Services. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Services.
- (7) Bidder acknowledges that he  did or  did not visit the site of the Work (Bidder to check the appropriate line).
- (8) Bidder is aware of the general nature of services to be performed by Commission and others at the sites, or sites, that relates to the Work as indicated in the Contract Documents.
- (9) Bidder agrees that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

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

This Bid is accompanied by a guarantee in the form of (check and fill in the one that applies):

Bid Bond

Name of Surety: Berkley Insurance Company  
Amount of Bond: \$ 10% of Amount Bid Not To Exceed \$ 20,000.

- or -

Certified or Bank Check issued as follows:

Name of Bank: N/A  
Amount of Check: N/A  
Date of Check: N/A  
Made Payable to: N/A

The undersigned Bidder hereby agrees that, if his/her/its Bid Submission shall be accepted by the Commission and said Bidder fails to execute and deliver the Contract and the Performance Bond in accordance with the terms of the Bidding Documents, then the Bidder shall be in breach and the Bidder's Bid Submission shall be deemed abandoned, and thereupon the guarantee shall be payable

October 25, 2016

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to and retained by the Commission as liquidated damages, otherwise the guarantee shall be returned to the undersigned.

\*Name of Bidder (Typed) Allied Construction Group, Inc.

Signature of Person Signing 

Name and Title of Person Signing (Typed) Matthew Marcinczyk, President

Address of Bidder (Typed) Allied Construction Group, Inc.  
499 Washington Road  
Parlin, NJ 08859

WITNESS:   
Signature

Typed Name Christopher B. Deane, Secretary

DATE: Dec 13<sup>th</sup> 2016

\*\*\* Indicate whether bidder is corporation, partnership or individual. If bidder is a corporation, indicated State of Incorporation and attach Corporate Resolution authorizing bid submission and execution by person signing.

New Jersey Corporation, State of Incorporation  
N/A Partnership  
N/A Individual

BIDDER'S PROPOSED SUBCONTRACTORS

<u>WORK CATEGORY</u>	<u>NAMES AND ADDRESSES</u>
General Construction Work:	<u>Allied Construction Group, Inc.</u> <u>499 Washington Road</u> <u>Parlin, NJ 08859</u>
Structural Steel and Ornamental Iron Work:	<u>Caldwell Tanks, Inc.</u> <u>4000 Tower Road Kenton, KY 40219</u>
Plumbing Work:	<u>None Required</u> ✓
Heating and Ventilating Work:	<u>None Required</u>
Electrical Work:	<u>Travis, Inc.</u> <u>11 Merry Lane East Hanover NJ</u>

**NOTE:** Submission of the names and addresses of the Subcontractors required by N.J.S.A. § 40A:11-16 is essential and non-waivable. Failure to comply with the statutory requirements will result in the bid being deemed non-responsive. The Contractor shall specifically identify each of his Subcontractors who will perform: General Construction Work; Structural Steel and Ornamental Iron Work; Plumbing Work; Heating and Ventilating Work; and Electrical Work. If Subcontractor will not be utilized for some or all of the work categories stipulated above, the Bidder shall indicate next to the appropriate work category: "None Required".



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CALDWELL TANKS, INC.  
**Trade Name:**  
**Address:** 4000 TOWER RD  
LOUISVILLE, KY 40219  
**Certificate Number:** 0103220  
**Effective Date:** July 01, 1966  
**Date of Issuance:** December 13, 2016

**For Office Use Only:**  
20161213100509961

Registration Date: 09/29/2015  
Expiration Date: 09/28/2017

Certificate Number  
633037



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

#### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.4E, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2015**  
Caldwell Banks, Inc.

Responsible Representative(s):

Responsible Representative(s):  
Bernard S. Fineman, President  
David E. Bartley, Secretary

*Harold J. Wiltschko*

Harold J. Wiltschko, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



**PEDESHERE ELEVATED WATER TANKS**

<u>CAPACITY</u>	<u>LOCATION/OWNER</u>	<u>ENGINEER</u>	<u>DATE COMPLETED</u>
200M Elevated 138'10" HWL	City of Westhope Westhope, ND Mayor Margo Helgerson (701) 245-6316	Ackermann-Estvoid Engineering Minot, ND Emily A. Huottl (701) 837-8737	12/15 \$990,000.00
200M Elevated 139' HWL	Village of Surfside Beach Surfside Beach, TX Karlyn Hamby (979) 233-1531	Baker & Lawson, Inc. Angleton, TX Cecil Booth (979) 849-6681	1/14 \$697,200.00
200M Elevated 154' HWL	Town of Marbleton Marbleton, WY Jim Robinson, Mayor (307) 276-3815	Foresgren Associates Evanston, WY D. Shay Smith (307) 789-6735	4/13 \$658,000.00
200M Elevated 140' HWL	City of Crane Crane, MO Lenh Estes (417) 723-8305	Shaffer & Hines, Inc. Nixa, MO Andrew Novlinger, P.E. (417) 725-4663	5/12 \$695,000.00
200M Elevated 117' HWL	Town of Tappahannock Tappahannock, VA George G. Belfield, JR (804) 443-3336	Wiley/Wilson Lynchburg, VA Maynard K. Jones, JR. (434) 947-1657	4/12 \$869,000.00
200M Elevated 148'6" HWL	Saginaw County P.W. Comm Saginaw, MI James Koski (989) 790-5258	Spleer Group, Inc. Saginaw, MI Lind Zmarthle (989) 754-4717	11/07 \$671,300.00
200M Elevated 150' 6" HWL	Town of Claverack Mellenville, NY J. Keegan (518) 672-7911	Clough, Harbour & Associates Albany, NY Matthew Abatto (518) 453-2877	9/06 \$980,000.00
200M Elevated 183' 6" HWL	Village of Necedah Necedah, WI James Raitunde (608) 565-2261	MSA Professional Services, Inc. Baraboo, WI Lee Farmer (608) 356-2771	6/05 \$515,500.00
200M Elevated 130' HWL	Kieler Sanitary District Kieler, WI Faber Runde (608) 568-7556	Blackhawk Engineering, Ltd. Platteville, WI Greg Huza (608) 348-4433	1/05 \$414,900.00

**CONFIDENTIAL**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
TRAVIS, INC.

ADDRESS:  
11 MERRY LANE  
EAST HANOVER, N.J. 07936-3901  
EFFECTIVE DATE:  
03/04/92

TRADE NAME:

SEQUENCE NUMBER:  
1133141

ISSUANCE DATE:  
03/09/05

*J.P. & Tully*  
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Registration Date: 05/17/2016  
Expiration Date: 05/16/2018

Certificate Number  
617335



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

#### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2016**  
Travis, Inc.

Responsible Representative(s):  
Peter M. Barba, Owner

Responsible Representative(s):  
AJ DiGiovani, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CONSENT OF SURETY

(This Consent of Surety is Part of the Bid Submission)

KNOW ALL MEN BY THESE PRESENTS, that Berkley Insurance Company

a corporation of the State of Delaware having its principal office at \_\_\_\_\_

475 Steamboat Road, Greenwich, CT 06830

being a surety company qualified to do business in the State of New Jersey; in consideration of the premises and of other good and valuable consideration, the receipt whereof is hereby acknowledged does consent and agree, that if the Contract for which the preceding Bid or Proposal is made be awarded to the person or persons making the same, it will upon the award of such Contract, become surety first, for the full and faithful performance of said work, and secondly, for the protection of all persons performing or furnishing labor or materials for the performance of said Contract in the form that satisfies both the requirements of Chapter 2A:44-143 et seq. R.S. 1937 and amendments thereof and supplements thereto as well as any additional requirement of the Commission; the Performance Bond and the labor and material obligations to be in the amount equal to 100 percent of the Contract Price, and to be conditioned so as to indemnify the Commission against loss due to the failure of the Contractor to meet the stipulations of said bond, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within ten (10) days after written notice that the same is ready for execution, if so awarded, and if the sum, which the Commission may be obliged to pay to the person or persons by whom the Contract shall be finally executed, exceeds the sum to which the person or persons making this Bid would be entitled, then the said Surety Company will pay, without proof of notice or demand, to the Commission the amount of any such excess, without credit for any proposal, guaranty or deposit payment which the Bidder may have furnished, the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the Bids are tested. \*

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its Attorney-in-fact and its corporate seal to be hereto affixed and duly attested by its Attorney-in-Fact

~~Secretary~~ this 13th day of December 20 16

Berkley Insurance Company  
Name of Company

ATTEST: *Ann Marie Keane*  
Ann Marie Keane, Attorney-in-Fact, Duly authorized Officer

*Elizabeth Riga*  
~~Secretary~~ Elizabeth Riga, Attorney-in-Fact

\*Contract #16-B-27- Harrison Avenue Tank

NOTICE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper officer, in the manner prescribed by the Laws of New Jersey. The Surety Company's own form may be accepted if in compliance with this form. However, any substantive deviation from the language of this form could be deemed a material defect in the bid. Therefore, it is strongly recommended that you use this form without modification.



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Alfred C. Marquis, Jr.; Peter H. Forenza; Robert B. Pitts; John J. Sciorlino, Jr.; William X. Linney; Elizabeth Riga; Ann Marie Keane; or Jane L. Fedorczyk of Construction Risk Partners, LLC of Branchburg, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17<sup>th</sup> day of September, 2015.

Attest:

(Seal)

By

*Ira S. Lederman*  
Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafter*  
Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 17<sup>th</sup> day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

*Maria C. Rundbaken*  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

(Seal)

Andrew M. Juma

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless sealed, readable and the certification seal on the bottom is unaltered. The bare, unsealed, unprinted, warning and certification seal is not to be in force.

**BERKLEY INSURANCE COMPANY**

**STATUTORY BALANCE SHEET  
DECEMBER 31, 2015  
(AMOUNTS IN THOUSANDS)**

**Admitted Assets**

Bonds	\$ 8,870,177
Common & Preferred Stocks	3,285,217
Cash & Short Term Investments	567,599
Premiums Receivable	1,396,912
Other Assets	<u>2,989,424</u>

**Total Admitted Assets** \$ 17,109,329

**Liabilities & Surplus**

Loss & LAE Reserves	\$ 8,753,797
Unearned Premium Reserves	2,503,622
Other Liabilities	<u>556,351</u>

**Total Liabilities** \$ 11,813,770

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,818,041
Unassigned Surplus	<u>2,434,508</u>

**Total Policyholders' Surplus** \$ 5,295,559

**Total Liabilities & Surplus** \$ 17,109,329

**Officers:**

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

**Directors:**

William Robert Berkley,  
(Chairman)  
William Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
Carl Fred Madsen

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

Allied Construction Group, Inc.  
499 Washington Road  
Parlin, NJ 08859

as Principal,

475 Steamboat Road, Greenwich, CT 06830, a corporation of

and Berkley Insurance Company  
the State of DE, as Surety, are held and firmly bound unto

Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

as Obligee,

in the penal sum of **Ten Percent (10%) Of The Amount Bid Not To Exceed Twenty Thousand Dollars**,  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

Signed this 13th day of December, 2016 .

The condition of the above obligation is such that whereas the Principal has submitted to the above Obligee, a certain  
bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for

Contract #16-B-27 -Harrison Avenue Tank

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

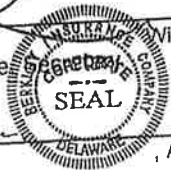
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered  
in the presence of

Christopher B. Deane

AnnMarie Keane



Witness

, Attest

Allied Construction Group, Inc.

Principal

By

Matthew Marcinczyk, President

Title

Berkley Insurance Company

By

Elizabeth Riga

Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Alfred C. Margulis, Jr.; Peter H. Forenza; Robert B. Pitts; John J. Sciortino, Jr.; William X. Lunney; Elizabeth Riga; Ann Marie Keane; or Jane L. Fedorczyk of Construction Risk Partners, LLC of Branchburg, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further  
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further  
RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17<sup>th</sup> day of September, 2015.

Attest:

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 17<sup>th</sup> day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of BERKLEY INSURANCE COMPANY.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.  
Given under my hand and seal of the Company, this 13<sup>th</sup> day of December, 2015.

(Seal)

Andrew W. Sims

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void if its seals are not affixed and the certification is not at the bottom as indicated. The background, imprints, warning and certification (or reverse) must be in blue ink.

**BERKLEY INSURANCE COMPANY**

**STATUTORY BALANCE SHEET  
DECEMBER 31, 2015  
(AMOUNTS IN THOUSANDS)**

**Admitted Assets**

Bonds	\$ 8,870,177
Common & Preferred Stocks	3,285,217
Cash & Short Term Investments	567,599
Premiums Receivable	1,396,912
Other Assets	<u>2,989,424</u>

**Total Admitted Assets** \$ 17,109,329

**Liabilities & Surplus**

Loss & LAE Reserves	\$ 8,753,797
Unearned Premium Reserves	2,503,622
Other Liabilities	<u>556,351</u>

**Total Liabilities** \$ 11,813,770

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,818,041
Unassigned Surplus	<u>2,434,508</u>

**Total Policyholders' Surplus** \$ 5,295,559

**Total Liabilities & Surplus** \$ 17,109,329

**Officers:**

President: William Robert Berkley, Jr.  
Secretary: Ira Seth Lederman  
Treasurer: Eugene George Ballard

**Directors:**

William Robert Berkley,  
(Chairman)  
William Robert Berkley, Jr.  
Eugene George Ballard  
Paul James Hancock  
Carol Josephine LaPunzina  
Ira Seth Lederman  
Carl Fred Madsen

**AFFIDAVIT OF OWNERSHIP**

(N.J.S.A. § 52:25-24.2)

N.J.S.A. § 52:25-24.2 requires the Bidder to list each and every person or entity (as the case may be) who owns 10% or more of the Bidder. For each such person or entity, please set forth their respective legal name, residence, and their ownership interest in the Bidder expressed as a percentage of the whole.

List of Owners of the Bidder with 10% or More (Persons and Entities)			
#	Legal Name	Residence/Domicile	Ownership %
1	Matthew Marcinczyk	12 Monticello Way South River NJ	33 1/3
2	Christopher B. Deane	1527 Tobacco Rd. Marlton NJ	33 1/3
3	Dean E. Madden	19 E. Seaside Dale St. Jackson NJ	33 1/3
4	N/A		

Furthermore, in accordance with N.J.S.A. § 52:25-24.2, if any of the Owners listed above is an entity ("Entity Owner"), then, for each such Entity Owner, identify and list below each and every person or entity (as the case may be) who owns 10% or more of the Entity Owner. For each such person or entity, please set forth their respective legal name, residence, and their ownership interest in the Entity Owner expressed as a percentage of the whole.

List of Owners of the Entity Owners with 10% or More (Persons and Entities)				
#	Entity Owner	Legal Name	Residence/Domicile	Ownership %
1	N/A			
2	N/A			
3	N/A			
4	N/A			

"Owner", for purposes of this Affidavit, refers to shareholder in the case of a corporation, member in the case of a limited liability company, and partner in the case of a partnership, whether general or limited.

The Undersigned Affiant has reviewed the Affidavit of Ownership and the information supplied in connection herewith, including the names of the persons or entities listed including their respective legal names, residences/domiciles, and ownership percentages, and affirms under penalty of perjury that the information supplied is true and accurate to the best of the Undersigned Affiant's knowledge, information, and belief.

Allied Construction Group, Inc.  
499 Washington Road  
Parlin, NJ 08859

(Name and Address of Bidder)

*Matthew Marcinczyk*  
Matthew Marcinczyk, President

(Name and Title of Affiant)

Subscribed and sworn before me this 13<sup>th</sup> day

of December 2016

*Rosemary Fitzpatrick*  
(Notary Public of New Jersey)  
My commission expires July 14 2021



October 25, 2016

P-9

QUESTIONNAIRE FOR CONTRACT

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

(Note: Attach Separate Sheets as Required)

a. How many years has your organization been in business as a contractor providing goods and services similar to those required under this Contract? 8 Yrs

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

c. Do you plan to subcontract any part of this Contract? Yes if so, give details. Tank Supply & Erection  
Electrical Work

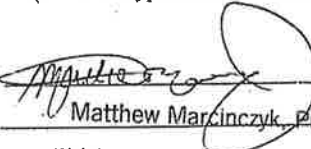
d. List below the location, description, and dollar amount of the project, and the name, address and telephone number of owner. Include the major projects of the same general nature as this Contract which your organization has completed in the past five years. Identify those projects that are specific to goods and services similar to those included under this Contract. Include systems provided by you that are similar in size, complexity, nature, topography, compared to that specified in the bidding documents and that are also located in the United States:

- 1) Location see Attached List  
Description of Work \_\_\_\_\_  
Dollar Amount \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_

2) Location \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_

3) Location \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_

e. Dated at Parlin, NJ, this 13<sup>th</sup> day of Dec., 2016  
Allied Construction Group, Inc.  
(Print or Type Name of Bidder)

By   
Matthew Marcinczyk, President  
(Title)

(Seal, if corporation)

October 25, 2016

P-11



**ALLIED CONSTRUCTION GROUP, INC.**  
 489 Washington Road Parsippany, New Jersey 08655-1022  
**PROJECT LIST**

Project	NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME SUB-CONTR. No.	NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PROJECT MANAGER FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS THERE ESTIMATE REVISION REQUIRED	WERE ANY CLAIMS OR DISPUTES REQUIRED	WERE THERE CLAIMS OR DISPUTES FILED
01	1 Western Monmouth Utilities Authority 100 Pavilion Road Manasquan, NJ 07728 Mr. Ed Leiberman, Supt. (732) 446-5900	Western Monmouth Utilities Authority 100 Pavilion Road Manasquan, NJ 07728 Crack Valve Replacement on Main Sewage Purges	X	Western Monmouth Utilities Authority 100 Pavilion Road Manasquan, NJ 07728 Mr. Ed Leiberman, Supt. (732) 446-5900	\$3,999.00	11-Jan-2008	No	No	No
02	2 Western Monmouth Utilities Authority 100 Pavilion Road Manasquan, NJ 07728 Mr. Ed Leiberman, Supt. (732) 446-5900	Western Monmouth Utilities Authority 100 Pavilion Road Manasquan, NJ 07728 Teleskope Valve Replacement @ Secondary Clarifier	X	Western Monmouth Utilities Authority 100 Pavilion Road Manasquan, NJ 07728 Mr. Ed Leiberman, Supt. (732) 446-5900	\$12,000.00	11-Jan-2008	No	No	No
03	3 Borough of Freehold 51 West Main Street Freehold, NJ 07728 Mr. Jake Baker, Supt. (732) 462-3502	Borough of Freehold - Water Treatment Plant 51 West Main Street Freehold, NJ 07728 Water Treatment Plant Pipe Repairs	X	Borough of Freehold 51 West Main Street Freehold, NJ 07728 Mr. Jake Baker, Supt. (732) 462-3502	\$39,800.00	3-Jan-2009	No	No	No
04	4 Northwest Bergen County Utilities Authority 30 Wynton Road Westwood, NJ 07465 Mr. Rob Genetich, Supt. (201) 447-2850	Northwest Bergen County Utilities Authority 30 Wynton Road Westwood, NJ 07465 Contract No. 247 - Bar Filter Press Enclosure & Ventilation Indoor Blower Pipe Modifications	X	TEM Associates 30 Wynton Road Westwood, NJ 07465 Mr. John McKeown, PE (732) 671-5400	\$149,000.00	2-Feb-2009	No	No	No
05	5 Northwest Bergen County Utilities Authority 30 Wynton Road Westwood, NJ 07465 Mr. Rob Genetich, Supt. (201) 447-2850	Northwest Bergen County Utilities Authority 30 Wynton Road Westwood, NJ 07465 RPP Rehabilitation and Enclosure Installation	X	Northwest Bergen County Utilities Authority 30 Wynton Road Westwood, NJ 07465 Mr. Rob Genetich, Supt. (201) 447-2850	\$30,625.00	1-Jan-2009	No	No	No
06	6 Western Monmouth Utilities Authority 104 Pavilion Road Manasquan, NJ 07728 Mr. Ed Leiberman, Supt. (732) 446-5900	Western Monmouth Utilities Authority 104 Pavilion Road Manasquan, NJ 07728 Equalization Pond Liner Repair	X	Western Monmouth Utilities Authority 104 Pavilion Road Manasquan, NJ 07728 Mr. Ed Leiberman, Supt. (732) 446-5900	\$5,525.00	10-Jan-2008	No	No	No
07	7 Passaic Valley Water Commission 1525 Main Street Clifton, NJ 07011 Mr. Kevin Byrne, P. E. (973) 340-1300	Lick Falls Water Treatment Plant 3000 Main Street Towaco, NJ 07073 Replacement of Traveling Bar Screens & Appurtenances	X	Passaic Valley Water Commission 1525 Main Street Clifton, NJ 07011 Mr. Kevin Byrne, P. E. (973) 340-1300	\$48,000.00	6-Jan-2009	No	No	No
1055	8 Atlantic Highlands Sewerage Authority 100 First Ave. Atlantic Highlands, NJ 07716 Mr. John Mason, Supt. 738-973-4566	Highland Pump Station 100 First Ave. Atlantic Highlands, NJ 07716 Replace Surge Tank @ Highland Pump Station	X	TEM Associates 3000 Main Street Towaco, NJ 07073 Mr. Mark Andra (973) 340-1322	\$12,217.00	4-Jan-2009	No	No	No
1056	9 Atlantic County Utilities Authority 8700 Peabody Road Egg Harbor Township, NJ Mr. Daniel Smith (609) 272-5909	City Island Sewage Treatment Facility 1000 Peabody Road Egg Harbor Township, NJ City Island Sewage Treatment Facility Improvements	X	Atlantic County Utilities Authority 8700 Peabody Road Egg Harbor Township, NJ Mr. Daniel Smith (609) 272-5909	\$54,030.00	6-Jan-2008	No	No	No

**ALLIED CONSTRUCTION GROUP, INC.**  
499 Washington Road Pacific, New Jersey 08859-1022

**PROJECT LIST**

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME SUB-CONTR.	NAME AND TELEPHONE NO. OF PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS THERE ANY CLAIMS NECESSARY?	WAS THERE ANY LITIGATION?	WAS THERE ANY STOP WORKS?	PROJECT
10 Township of Neptune 25 Highway 107 Neptune, NJ 08550 Mr. Alan Balcarado	Painshill Avenue Pump Station Painshill Avenue Neptune, NJ 08550 Water Sewerage Pump & Check Valve Replacement	X	Bridas Engineering, Inc. 811 Industrial Way Neptune, NJ 08550 Mr. Corey Germaine, Resident Engineer (732) 360-1700	\$18,210.00	2-Jan-2008	No	No	No	1057
11 Lakewood Township Municipal Utilities Authority 159 Main Highway Lakewood, NJ 08860 John McGeehan, Supv. (732) 353-4422	LMAU - Woodlake Pump Station Woodlake Drive Lakewood, NJ 08860 Woodlake Pump Station Improvements	X	Hepp, Lee MacDonald 3 Paragon Way Lakewood, NJ 08860 Mr. Mike Smith, Resident Engineer (732) 750-5353	\$21,203.00	1-Jan-2009	No	No	No	1058
12 Borough of Chatham 54 Fairmount Avenue Chatham, NJ 07928 Mr. Vince DeNave, PE (973) 701-5833	Review & Parcel Mill Pump Stations Etc of Henderson Rd & Riverview Drive @ Stanley Ave. Riverview & Parcel Mill Pump Station Improvements	X	Borough of Chatham 54 Fairmount Avenue Chatham, NJ 07928 Mr. Vince DeNave, PE (973) 701-5833	\$212,038.00	5-Jan-2010	No	No	No	1059
13 Township of Berkeley Heights Shyler Avenue Berkeley Heights, NJ Ms. JoAnn Mordona (908) 484-5700 x21392140	Township of Berkeley Heights WPCP 25 Shyler Avenue Berkeley Heights, NJ WPCP Modifications	X	Dm Environmental, LLC 221 West Street Berkeley Heights, NJ 07920 Mr. Mark Bean, PE (609) 352-4821 (ext. 20)	\$5,593,778.00	11-Jan-2010	No	No	No	1103
14 Ocean County Utilities Authority P.O. Box 100 Bordentown, NJ Mr. Neil O'Regan, PE (732) 263-4500	DCUA - Southern Service Area Pump Stations Cinnacross Park Bordentown, NJ Southern Service Area Pump Station Improvements	X	Ocean County Utilities Authority 391 Highway Lane Bordentown, NJ 08005 Mr. Neil O'Regan, PE (732) 263-4500	\$1,413,000.00	8-Jan-2010	No	No	No	08
15 Ocean County Utilities Authority P.O. Box 100 Bordentown, NJ Mr. Neil O'Regan, PE (732) 263-4500	Area Wide Final Clarifier Rehabilitation Cinnacross Park Bordentown, NJ Ocean County, NJ	X	Ocean County Utilities Authority 391 Highway Lane Bordentown, NJ 08005 Mr. Neil O'Regan, PE (732) 263-4500	\$1,315,546.31	4-Jan-2011	No	No	No	09
16 Borough of South River South River, NJ 08882 Mr. Bob Baker (732) 254-5233	Sewer System Improvements Project Bridges of (4) Sully Sewer Pump Stations South River, NJ	X	CAE Associates 2141 Marlborough Avenue South River, NJ 08882 Mr. Bruce Koch, P.E. (732) 327-3000	\$449,650.00	8-Jan-2010	No	No	No	11
17 Borough of South River South River, NJ 08882 Mr. Bob Baker (732) 254-5233	Water System Improvements Project Bridges of (4) WTP South River, NJ	X	CAE Associates 2141 Marlborough Avenue South River, NJ 08882 Mr. Bruce Koch, P.E. (732) 327-3000	\$1,102,105.00	5-Jan-2010	No	No	No	12
18 Township of Berkeley Heights 29 Shyler Avenue Berkeley Heights, NJ Ms. JoAnn Mordona (908) 484-5700 x21392140	Township of Berkeley Heights WPCP 29 Shyler Avenue Berkeley Heights, NJ WPCP Modifications	X	Township of Berkeley Heights WPCP 29 Shyler Avenue Berkeley Heights, NJ	\$2,240,000	11-Jan-2009	No	No	No	10

ALLIED CONSTRUCTION GROUP, INC.  
489 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB-CONTRACTOR	NAME AND OF TELEPHONE NUMBER OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS THIS EXTERIOR REPAIR NECESSARY	WAS ANY PENALTY IMPROVED	WAS LEAD CLAIM OR SUDEN DEATH FILED	PROJECT
19 Stony Brook Regional Sewerage Authority Sewer WTP Pinecon, NJ 08540 Mr. Courtney Baber (609) 510-4401 - Cell	Metzger Aseptic and Chemical Feed System Replacement Sewer WTP 200 River Road Pinecon, NJ 08540	X	Orni Environmental, LLC 200 River Road Pinecon, NJ 08540 Mr. Mark Bran, PE (609) 574-3421 (Ext. 20)	\$661,505.00	9-Jun-2010	No	No	No	1110
20 Township of Ocean Sewerage Authority 2000 Ocean Avenue Oakhurst, NJ 08039 Mr. Frank Vasciano (732) 513-2213	Facility Improvements Phase II, 2007 224 Roosevelt Avenue Oakhurst, NJ 08039	X	CME Associates 224 Roosevelt Avenue Oakhurst, NJ 08039 Mr. Keith Charnovick, P.E. (732) 727-4000	\$650,000.00	11-Jan-2010	No	No	No	1104
21 New Jersey American Water Company Cherry Hill, NJ 08034 Mr. Eric Hahn, P.E. (856) 309-4759	Sanitary ABR Wt. No. 25 4th Street Gibbstown, NJ 08028	X	SME Cumberland Road Cumberland Center, Mdina 04021 Mr. Bruce Fowler C.S. (207) 829-5015	\$652,213.00	9-Jun-2010	No	No	No	14
22 Haverer Twp. Sewerage Authority 2000 Main Street Whippany, NJ 07981 Mr. Michael Wynn, PE (973) 428-2477	Haverer Sewerage Authority WWP Improvements Project Haverer, NJ	X	Johns Map MacDonell 2000 Main Street Whippany, NJ 07981 Mr. Jeff Ramirez, P.E. (973) 312-2586	\$1,032,225.00	10-Jan-2011	No	No	No	1109
23 Joint Wading of Essex and Union Counties Essex, NJ Mr. Steve Doylan (908) 355-1313 ext. 1212	Joint Meeting of Essex and Union Counties Essex, NJ 2009 Pump and Valve Replacement Project	X	CME Associates Prado, NJ 08859 Mr. Henry Johnson, P.E. (732) 727-8000	\$1,325,225.00	7-Jun-2011	No	No	No	1111
24 New Jersey American Water Company Cherry Hill, NJ 08034 Mr. Steve Taylor (732) 302-3271	Canal Road WTP Prado, NJ 08859 Sewer, NJ	X	New Jersey American Water Company Sewer, NJ Mr. Steve Taylor (732) 302-3271	\$29,400.00	4-Jun-2011	No	No	No	15
25 Township of Monroe Monroe Twp. NJ 08831 Mr. John Kalmba (732) 286-4584	Well No. 21 and Well No. 2A Improvements Monroe Twp., NJ 08831	X	Township of Monroe Monroe Twp. NJ 08831 Mr. John Kalmba (732) 286-4584	\$1,359,500.00	31-Jul-2012	No	No	No	16
26 Buck Twp. Municipal Utilities Authority PO Box 5602 Buck Twp., NJ 08724 Mr. Ron Laird (732) 458-7000	Sewer Grating Wet Well Top Step and Ladder Replacement at Everett Pump Station	X	Buck Twp. Municipal Utilities Authority Buck Twp., NJ 08724 Mr. Ron Laird (732) 458-7000	\$183,500.00	3-Jan-2011	No	No	No	17
27 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Bob Portowski (732) 302-3178	Radon Mitigation WTP - Filter Re-Bed	X	New Jersey American Water Company Bridgewater, NJ Mr. Bob Portowski (732) 302-3178	\$195,000.00	4-Jan-2011	No	No	No	19

ALLIED CONSTRUCTION GROUP, INC.  
488 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

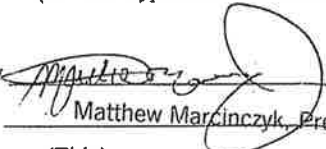
NAME OF OWNER TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTR. FIRM	NAME AND TELEPHONE NO. OF SUPERVISOR OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COM- PLETED		WAS THE CONTRACT NECESSARY	WAS THE CONTRACT MODIFIED IMMEDIATELY	WERE LATE CLAIMS OR SUITES FILED	Project
					MO	YR				
28 South Monmouth Sewerage Authority 1000 N. Monmouth Ave. Parlin, NJ 07718 Mr. Mike Pappas (732) 581-0811	Sea Oat Avenue Pump Station Reconstruction Sea Oat, NJ	X	CAE Associates 1146 Broad Avenue Parlin, NJ 08859 Mr. Edward Trapani, P.E. (732) 721-8000	\$1,452,000.00	2-Jan	2012	No	No	No	20
29 New Jersey American Water Company 2000 Broad Ave. Cherry Hill, NJ 08034 Mr. Greg Koskin (609) 482-4713	Canal Road WTP - Somerset NJ Reconstruct One Dual Filter Cell. Complete	X	New Jersey American Water Company Capital Facilities Treatment Plant Somerset, NJ Mr. Greg Koskin (609) 482-4713	\$133,000.00	9-Jan	2010	No	No	No	21
30 Old Bridge Municipal Utilities Authority Borough WTP Cherry Hill, NJ 07725 Mr. Jim Linschoten, Supr. (732) 978-0607	Abnott Pump Station No. 17 Improvements Old Bridge, NJ	X	The Alamo Group 200 Poplar St. Cherry Hill, NJ 08060 Mr. James Haralus, P.E. (609) 287-8310 x244	\$174,750.00	3-Jan	2011	No	No	No	22
31 New Jersey American Water Company 2000 Broad Ave. Cherry Hill, NJ 08034 Mr. Mark Rajel, P.E. (609) 431-3254	Rarden Millstone WTP, Bridgewater NJ Dry Chemical Feed System Improvements Project	X	Hatch Mac Donald 1000 Broad Ave. Cherry Hill, NJ 08034 Mr. John Choual, P.E. (609) 431-32415	\$89,000.00	3-Jan	2011	No	No	No	23
32 New Jersey American Water Company 2000 Broad Ave. Cherry Hill, NJ 08034 Mr. Mike Wozniak, P.E. (609) 431-3225	Garnebon Rd. Booster Station - Generator Pad Bridgewater, NJ	X	Applied Waste Management 1000 Broad Ave. Cherry Hill, NJ 08034 Mr. James Haralus, P.E. (609) 431-2050	\$49,750.00	5-Jan	2011	No	No	No	24
33 New Jersey American Water Company 2000 Broad Ave. Cherry Hill, NJ 08034 Mr. Lauren Poppeck, E.I.T. (856) 309-4752	Delaware River Regional Water Treatment Plant, Deltan NJ Ozone Generator Addition Project	X	Hatch Mac Donald 1000 Broad Ave. Cherry Hill, NJ 08034 Mr. John Choual, P.E. (609) 431-32415	\$313,002.62	4-Jan	2011	No	No	No	25
34 New Jersey American Water Company PO Box 5804 Cherry Hill, NJ 08034 Mr. Greg Koskin (609) 482-4713	Canal Road WTP, Somerset NJ Wave Replacement	X	New Jersey American Water Company Capital Facilities Treatment Plant Somerset, NJ Mr. Greg Koskin (609) 482-4713	\$3,000.00	3-Jan	2011	No	No	No	26
35 New Jersey American Water Company 2000 Broad Ave. Cherry Hill, NJ 08034 Mr. Bob Perkowski (732) 302-3178	Rarden Millstone WTP - Pipe Repair	X	New Jersey American Water Company Rarden Millstone Water Treatment Plant Somerset, NJ Mr. Bob Perkowski (732) 302-3178	\$13,710.00	3-Jan	2011	No	No	No	27
36 Borough of Branch Water Borough WTP Branch Avenue, NJ 08068 Mr. Richard Crane (609) 492-0111	New Water Supply Wcs No. 11 Branch Haven, NJ	X	Overt, Lisle & Associates, Inc. 140 Atlantic City Blvd. Atlantic City, NJ 08402 Mr. Frank Lisle, P.E.	\$595,500.00	2-Jan	2012	No	No	No	28



2) Location \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_

3) Location \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Dollar Amount \_\_\_\_\_  
Name of Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_

e. Dated at Parlin, NJ, this 13<sup>th</sup> day of Dec., 2016  
Allied Construction Group, Inc.  
(Print or Type Name of Bidder)

By   
Matthew Marcinczyk, President  
(Title)

(Seal, if corporation)

**ALLIED CONSTRUCTION GROUP, INC.**  
 493 Washington Road Parlin, New Jersey 08859-1022

**PROJECT LIST**

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACTOR OR SUB-CONTRACTOR	NAME AND TITLE OF ARCHITECT/ENGINEER OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED		MARKETING METHOD USED	WEAK POINTS IDENTIFIED	WEAK POINTS CORRECTED	PROJECT NUMBER
					MO	YR				
1 Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Mr. Ed Leiberman, Supt. (732) 446-5300	Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Check Valve Replacement on Main Sewage Pump	X	Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Mr. Ed Leiberman, Supt. (732) 446-5300	\$33,999.00	11-Jan	2008	No	No	No	01
2 Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Mr. Ed Leiberman, Supt. (732) 446-5300	Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Telescopc Valve Replacement @ Secondary Clarifier	X	Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Mr. Ed Leiberman, Supt. (732) 446-5300	\$12,000.00	11-Jan	2008	No	No	No	02
3 Borough of Freehold 51 West Main Street Freehold, NJ 07728 Mr. Mike Baker, Supt. (732) 462-5502	Borough of Freehold - Water Treatment Plant 144 Westwicks Road Freehold, NJ 07728 Water Treatment Plant Pipe Repairs	X	Borough of Freehold 51 West Main Street Freehold, NJ 07728 Mr. Mike Baker, Supt. (732) 462-5502	\$39,900.00	3-Jan	2008	No	No	No	03
4 Northwest Bergen County Utilities Authority 30 Wyckoff Avenue @ Authority Drive Webswick, NJ 07463 Mr. John McKehey, PE (201) 447-2860	Northwest Bergen County Utilities Authority 30 Wyckoff Avenue @ Authority Drive Webswick, NJ 07463 Substation Bypass Pipe Modifications	X	TJM Associates Elym Terrace Road Middletown, NJ 07748-2792 Mr. John McKehey, PE (732) 571-6100	\$149,000.00	2-Feb	2009	No	No	No	04
5 Northwest Bergen County Utilities Authority 30 Wyckoff Avenue @ Authority Drive Webswick, NJ 07463 Mr. John McKehey, Supt. (201) 447-2860	Northwest Bergen County Utilities Authority 30 Wyckoff Avenue @ Authority Drive Webswick, NJ 07463 RPZ Relocation and Endcap Installation	X	Northwest Bergen County Utilities Authority 30 Wyckoff Avenue @ Authority Drive Webswick, NJ 07463 Mr. Rob Gouvald, Supt. (201) 447-2860	\$20,625.00	1-Jan	2009	No	No	No	05
6 Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Mr. Ed Leiberman, Supt. (732) 446-5300	Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Equalization Pond Liner Repair	X	Western Monmouth Utilities Authority 103 Persimmon Road Manalapan, NJ 07726 Mr. Ed Leiberman, Supt. (732) 446-5300	\$5,525.00	10-Jan	2009	No	No	No	06
7 Passaic Valley Water Commission 1525 Main Street Paterson, NJ 07611 Mr. Ron Umstead, P.E. (973) 345-1500	Little Falls Water Treatment Plant Union Blvd. & Riverside Drive Paterson, NJ 07612 Replacement of Traveling Bar Screens & Appurtenances	X	Passaic Valley Water Commission 1525 Main Street Paterson, NJ 07611 Mr. Ron Umstead (973) 345-1500	\$458,000.00	6-Jan	2009	No	No	No	07
8 Atlantic Highlands Highlands Sewerage Authority 100 Fox Avenue Atlantic Highlands, NJ 07716 Mr. David Smith, Supt. 235-673-6565	Highlands Pump Station 46 Shore Drive Highlands, NJ 07732 Replace Surge Tank @ Highlans Pump Station	X	TJM Associates Elym Terrace Road Middletown, NJ 07748-2792 Mr. Mark Andras (732) 571-6100	\$12,217.00	4-Jan	2009	No	No	No	1025
9 Atlantic County Utilities Authority 8700 Dabich Road Atlantic City, NJ Mr. David Smith (609) 372-5929	City Island Sewage Treatment Facility Atlantic City, NJ City Island Sewage Treatment Facility Improvements	X	Atlantic County Utilities Authority 8700 Dabich Road Atlantic City, NJ Mr. Mike Birtoni, Resident Engineer (609) 517-8231	\$543,036.00	6-Jan	2009	No	No	No	1026

**ALLIED CONSTRUCTION GROUP, INC.**  
**499 Washington Road Parlin, New Jersey 08859-1022**

**PROJECT LIST**

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACTOR	NAME AND TITLE OF ARCHITECT/ENGINEER OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WELLS UNDERWAY OR STOPPED FOR REPAIR	WELLS UNDERWAY OR STOPPED FOR REPAIR	WELLS UNDERWAY OR STOPPED FOR REPAIR	PROJECT	
										MS
10 Township of Neptune 25 Neptune Boulevard Neptune, NJ 07754 Mr. Mark Barabano	Branzyhock Avenue Pump Station Branzyhock Avenue Neptune, NJ 07754 Main Sewage Pump & Check Valve Replacement	X	Bicard Engineering, Inc. 1000 Main Street Edgewater, NJ 07024 Mr. Corey Gurnano, Resident Engineer (732) 360-1798	\$19,216.00	2-Jan-2008	No	No	No	1037	
11 Lakewood Township Municipal Utilities Authority 390 New Hampshire Avenue Lakewood, NJ 08701 John MacGregor, Supt. (732) 383-4422	M.U.A. - Woodlake Pump Station Woodlake Drive Lakewood, NJ Woodlake Pump Station Improvements	X	Jack Macdonald 1000 Main Street Edgewater, NJ 07024 Mr. Kyle Smith, Resident Engineer (732) 760-6595	\$21,200.00	1-Jan-2009	No	No	No	1098	
12 Borough of Chatham 54 Fairmount Avenue Chatham, NJ 07928 Mr. Vince Dolner, PE (973) 701-6834	Riverline & Parcel M10 Pump Station End of Henderson Rd & Riverline Drive @ Stanley Ave. Chatham, NJ 07928 Riverline & Parcel M10 Pump Station Improvements	X	Borough of Chatham 54 Fairmount Avenue Chatham, NJ 07928 Mr. Vince Dolner, PE (973) 701-6834	\$212,038.00	5-Jan-2010	No	No	No	1099	
13 Township of Berkeley Heights 29 Snyder Avenue Berkeley Heights, NJ Ms. JoAnn Mondrus (908) 466-3700/21392140	Township of Berkeley Heights WPCP 29 Snyder Avenue Berkeley Heights, NJ WPCP Modifications	X	Terri Entomoniemi, LLC 29 Snyder Avenue Princeton, NJ 08540 Mr. Mark Bean, PE (609) 924-4821, Ext. 20	\$2,829,770.00	11-Jan-2010	No	No	No	1103	
14 Ocean County Utilities Authority 501 Hickory Lane Bayville, NJ Mr. Neil O'Regan, PE (732) 289-4500	Ocean County Service Area Pump Stations Concord SSA-SS1/28 Ocean County, NJ Southern Service Area Pump Station Improvements	X	Ocean County Utilities Authority 501 Hickory Lane Bayville, NJ Mr. Neil O'Regan, PE (732) 289-4500	\$1,413,060.00	8-Jan-2010	No	No	No	08	
15 Ocean County Utilities Authority 501 Hickory Lane Bayville, NJ Mr. Neil O'Regan, PE (732) 289-4500	Area 106a Final Cluster Rehabilitation Concord SSA-FCR-04 Ocean County, NJ	X	Ocean County Utilities Authority 501 Hickory Lane Bayville, NJ Mr. Neil O'Regan, PE (732) 289-4500	\$1,315,546.91	4-Jan-2011	No	No	No	09	
16 Borough of South River 38 Washington Street South River, NJ 08882 Mr. Bob Baker (732) 254-5533	South River Improvements Project 38 Washington Street (1) Sanitary Sewer Pump Stations South River, NJ	X	CME Associates 1411 Washington Avenue Princeton, NJ 08555 Mr. Bruce Koch, P.E. (732) 727-6000	\$448,650.00	6-Jul-2010	No	No	No	11	
17 Borough of South River 38 Washington Street South River, NJ 08882 Mr. Bob Baker (732) 254-5533	West Sanitary Improvements Project 38 Washington Street South River, NJ	X	CME Associates 1411 Washington Avenue Princeton, NJ 08555 Mr. Bruce Koch, P.E. (732) 727-6000	\$1,125,105.08	5-Jan-2010	No	No	No	12	
18 Township of Berkeley Heights 29 Snyder Avenue Berkeley Heights, NJ Ms. JoAnn Mondrus (908) 466-3700/21392140	Township of Berkeley Heights WPCP 29 Snyder Avenue Berkeley Heights, NJ Manhole Modifications	X	Township of Berkeley Heights WPCP 29 Snyder Avenue Berkeley Heights, NJ	\$2,240.00	11-Jan-2009	No	No	No	10	



ALLIED CONSTRUCTION GROUP, INC.  
499 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB-PRIME CONTRACT	TELEPHONE NO. OF ARCHITECT OR PERSONS IN CHARGE FOR OWNER	APPROX. DATE COMPLETED		CONTRACT PRICE	WAS THERE ESTIMATE VARIATION	WERE ANY DISPUTES REPORTED	WAS USER CLAIMED STOP NOTICE FILED	Project
				MO	YR					
19 Stony Brook Regional Sewerage Authority 290 River Road Princeton, NJ 08540 Mr. Mark Brink, PE (609) 613-8101, Ext. 438	MitCoker Aerator and Chemical Feed System Replacement River Road WWTP 200 River Road Princeton, NJ 08540	X	Ornel Environmental, LLC 1000 River Road Princeton, NJ 08540 Mr. Mark Brink, PE (609) 924-8821 (ext. 20)	9-Jan	2010	\$991,505.00	No	No	No	1110
20 Township of Ocean Sewerage Authority 224 Roosevelt Avenue Garfield, NJ 07033 Mr. Joseph Scicchitano (732) 913-2213	Facility Improvements Phase II, 2007 Wishenville Treatment Plant 224 Roosevelt Avenue Garfield, NJ	X	D&E Associates 1000 River Road Princeton, NJ 08540 Mr. Keith Chalarzinski, P.E. (732) 727-9000	11-Jan	2010	\$650,000.00	No	No	No	1104
21 New Jersey American Water Company PO Box 5602 Somerset, NJ 08854 Mr. Steve Taylor, P.E. (732) 302-3271	2000th ASB Vole No. 25 540 East Moss Hill Road Garbony, NJ	X	SNE 1000 River Road Princeton, NJ 08540 Mr. Bruce Fowler C.C. (202) 823-5018	9-Jan	2010	\$632,213.00	No	No	No	14
22 Hanover Twp. Sewerage Authority 1000 Route 10 Hanover, NJ 07931 Mr. Mark Brink, PE (609) 428-2417	Hanover Sewerage Authority WWTP Digester Improvements Project Hanover, NJ	X	John Mc Donald 1000 River Road Princeton, NJ 08540 Mr. Jeff Raitzer, P.E. (609) 924-8821	10-Jan	2011	\$1,032,825.00	No	No	No	1109
23 Joint Meeting of Essex and Union Counties 500 South First Street Essex, NJ 08827 Mr. Steve Doshan (908) 355-1313 ext. 1212	Joint Meeting of Essex and Union Counties 500 South First Street Essex, NJ 7009 Pump and Valve Replacement Project	X	D&E Associates 1000 River Road Princeton, NJ 08540 Mr. Henry Johnson, P.E. (732) 727-9000	7-Jan	2011	\$1,325,926.00	No	No	No	1111
24 New Jersey American Water Company PO Box 5602 Somerset, NJ 08854 Mr. Steve Taylor (732) 302-3271	Canal Road WTP Finished Water Clear Wall Concrete Repair Somerset, NJ	X	New Jersey American Water Company Somerset, NJ Mr. Steve Taylor (732) 302-3271	4-Jan	2011	\$29,400.00	No	No	No	15
25 Township of Monroe 143 Union Valley Road Monroe, NJ 08831 Mr. John Katsiba (732) 266-4594	Well No. 21 and Well No. 8A Improvements Monroe Twp., NJ 08831	X	Township of Monroe 143 Union Valley Road Monroe, NJ 08831 Mr. John Katsiba (732) 266-4594	31-Jul	2012	\$1,359,500.00	No	No	No	16
26 Brick Twp. Municipal Utilities Authority 1551 Highway 81 West Brick, NJ 08724 Mr. Bob Pothrock (732) 438-2020	Sewerage Grating, West Wall Top, Slab and Ladder Replacement at Elmer's Pump Station	X	Brick Twp. Municipal Utilities Authority 1551 Highway 81 West Brick, NJ 08724 Mr. Bob Pothrock (732) 438-2020	3-Jan	2011	\$189,500.00	No	No	No	17
27 New Jersey American Water Company PO Box 5602 Somerset, NJ 08854 Mr. Bob Pothrock (732) 302-3178	Rushin Millions WTP - Filter Rin-Back	X	New Jersey American Water Company Somerset, NJ Mr. Bob Pothrock (732) 302-3178	4-Jan	2011	\$195,000.00	No	No	No	19

**ALLIED CONSTRUCTION GROUP, INC.**  
 459 Washington Road Parlin, New Jersey 08859-1022  
 PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB-CONTR.	TELEPHONE NO. OF ARCHITECT OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS THIS AGREEMENT MODIFIED	WERE ANY STOP ORDERS ISSUED	SPECIAL CLAIMS OR STOP ORDERS FILED	Project
28 South Monmouth Sewerage Authority 1235 18th Avenue Belmar, NJ 07719 Mr. Joseph J. Gagliardi (732) 681-4211	Sea Girt Avenue Pump Station Reconstruction Sea Girt, NJ	X	CAIE Associates 1000 Linden Avenue Princeton, NJ 08540 Mr. Edward T. Jones, P.E. (732) 771-6000	\$1,452,000.00	2-Jan-2012	No	No	No	20
29 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Greg Williams (856) 482-4713	Canal Road WTP, Somerses NJ Reconstructive One Diesel Filter Col. Complete	X	New Jersey American Water Company Canal Road Water Treatment Plant Somerses, NJ Mr. Oleg Kozak 9081-482-4713	\$139,500.00	5-Jan-2010	No	No	No	21
30 Old Bridge Municipal Utilities Authority 71 Boulevard West Chilwood Beach, NJ 07735 At-Large Engineer, Supt. (732) 271-6297	Acton Pump Station No. 17 Improvements Old Bridge, NJ	X	The Alamo Group 200 High Street Princeton, NJ 08540 Mr. Jack Nash, P.E. (609) 207-8310-3244	\$174,752.00	3-Jan-2011	No	No	No	22
31 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Greg Williams, P.E. (856) 482-4713	Riviera Lakes WTP, Bridgewater NJ Dry Chemical Feed System Improvements Project	X	Hatch Mott MacDonald 27 Bleecker Street New York, NY 10014 Mr. John Charig, P.E. (973) 279-2418	\$898,000.00	3-Jan-2011	No	No	No	23
32 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Greg Williams, P.E. (856) 482-4713	Estabrook Rd. Booster Station - Generator Pad Bridgewater, NJ	X	Applied Water Management 1000 Lehigh Valley Blvd., Suite No. 1 Allentown, PA 18103 Mr. James Hartman, P.E. (908) 431-7050	\$18,750.00	5-Jan-2011	No	No	No	24
33 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Greg Williams, P.E. (856) 482-4713	Delaware River Regional Water Treatment Plant, Delsea NJ Ozone Generator Addition Project	X	Hatch Mott MacDonald 17 Bleecker Street New York, NY 10014 Mr. John Charig, P.E. (973) 279-2418	\$313,032.62	4-Jan-2011	No	No	No	25
34 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Greg Williams (856) 482-4713	Canal Road WTP, Somerses NJ Valve Replacement	X	New Jersey American Water Company Canal Road Water Treatment Plant Somerses, NJ Mr. Oleg Kozak (908) 482-4713	\$3,000.00	3-Jan-2011	No	No	No	26
35 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Greg Williams (856) 482-4713	Riviera Lakes WTP - Filter Repair	X	New Jersey American Water Company Riviera Lakes Water Treatment Plant Cherry Hill, NJ Mr. Bob Pochinski (732) 302-3178	\$13,710.00	3-Jan-2011	No	No	No	27
36 Borough of Beach Haven 300 Englebas Avenue Beach Haven, NJ 08008 Mr. Frank Ulicki, P.E. (856) 482-5111	New Water Supply Well No. 11 Beach Haven, NJ	X	Oveck, Little & Associates, Inc. 143 Oceanic City Blvd. Oceanic City, NJ 07722 Mr. Frank Ulicki, P.E.	\$586,500.00	2-Jan-2012	No	No	No	28

**ALLIED CONSTRUCTION GROUP, INC.**  
439 Washington Road Parlin, New Jersey 08852-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACTOR	TELEPHONE NO. OF AGENCY OR PERSONS IN CHARGE FOR OWNER	NAME AND ADDRESS OF ARCHITECT OR ENGINEER FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED		WAS THE PROJECT NECESSARY?	WAS THE PROJECT SUBJECT TO A LITIGATION?	WERE THERE CLAIMS OR DISPUTES FILED?	PROJECT
						MO	YR				
37 Bernards Twp. Sewerage Authority Liberty Center, NJ Attn: Tom Tombo (908) 294-2020	Slice and Slide Gate Replacement Project Hanson Rd. WWTP	X		Hugh Mac Donald Berkshire Engineering 1000 N. 10th St. Lakewood, NJ 07041 Mr. Jack Ferrandese, P.E. (732) 872-2455	\$43,300.00	9-Jun	2011	No	No	No	29
38 Twp. of Monmouth Eng. Dept. P.O. Box 100 Convent Station, NJ Mr. David Hansen, P.E.	Slodge Pump and Control Replacement WWTP	X		Twp. of Monmouth Eng. Dept. P.O. Box 100 Convent Station, NJ Mr. David Hansen, P.E.	\$54,498.00	9-Jan	2011	No	No	No	30
39 Twp. of Wall P.O. Box 178 Wall, NJ 07719 (732) 418-9444	Improvements to Wedding Brook Pump Station Wall, NJ 07719	X		Roberts Engineering, LLC 1070 Washington Lanham Square Road Lanham, MD 20655 Mr. Carmela Roberts, P.E. (603) 556-1143	\$84,550.00	10-Jan	2013	No	No	No	31
40 Middlesex County Utilities Authority Seymour Ave. Seymour, NJ 08572 (732) 721-3800	Upgrades & Rehabilitation of Sayreville Pump Station 85 Canal Street Sayreville, NJ 08872	X		RJM Engineering 1405 Route 16, Suite 208 Freehold, NJ 07728 Mr. New Jersey 00657 Frax Chris 732-479-7100	\$17,917,978.00	31-Dec	2015	No	No	No	32
41 Township of Middletown Middletown, NJ 08557 (609) 235-5220	Contract 2011-1 WSR No. 3	X		The Allanco Group 200 High Street Middletown, NJ 08557 Mr. Gary LaBauer (609) 257-9310	\$744,520.00	2-Jun	2012	No	No	No	33
42 Township of Monroe Monroe, NJ 08831 Mr. John Kalerba (732) 266-4594	Well No. 20 and No. 23 Iron Removal System 147 Union Valley Road Monroe Township, NJ 08831	X		Garnett Planning One Chapelwood Road, Suite 205 Freehold, NJ 07728 Mr. Jeff Ulich, P.E. (908) 755-0040	\$4,925,000.00	26-Feb	2013	No	No	No	34
43 Borough of Sayreville Sayreville, NJ 08572 (732) 390-7057	Borden Avenue Water Treatment Plant Expansion 3445 Borden Avenue Sayreville, NJ 08572 Mr. Sam Trab (732) 390-7057	X		CME Associates 3441 Borden Avenue Sayreville, NJ 08572 Mr. David Coak, P.E. (732) 777-8000	\$13,555,550.00	30-Mar	2013	No	No	No	35
44 Monmouth Sewerage Authority 180 Adams Street Hoboken, NJ 07030 (201) 983-6043	Combined Sewer WWTP and Pump Station Improvements 180 Adams Street Hoboken, NJ 07030 (201) 983-6043	X		CH2M HILL 119 Cherry Hill Road, Suite 310 Cherry Hill, NJ 08002 Mr. Donald R. Conroy III (873) 318-3511	\$2,349,000.00	31-Dec	2013	No	No	No	36
45 Ocean County Utilities Authority 4550 Highway 1 Beyersville, NJ Mr. Neil O'Regan, PE (732) 269-4500	Pump Station CFS-11 Improvements 3001 Highway 1 CVRPC Service Area, Ocean County, NJ	X		Ocean County Utilities Authority 3001 Highway 1 Beyersville, NJ Mr. Neil O'Regan, PE (732) 269-4500	\$594,000.00	15-Mar	2013	No	No	No	37

ALLIED CONSTRUCTION GROUP, INC.  
499 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACT NUMBER	TELEPHONE NO. OF ARCHITECT/ENGINEER OR PROJECT MANAGER FOR OWNER	NAME AND ADDRESS OF OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS TIME ESTIMATE NECESSARY	WAS BIDDING NECESSARY	WAS TIME ESTIMATE ATTACHED TO BID	WAS CLAIM OR STOP ORDER FILED	PROJECT
46 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Mr. Eric Hahn, P.E. (856) 309-4759	Abscon Well Replacement Project Abscon, NJ	X		New Jersey American Water Company 1025 Laurel Oak Road Cherry Hill, NJ 08034 Mr. Eric Hahn, P.E. (856) 309-4759	\$313,338.00	9-Jan-2013	No	No	No	No	41
47 Borough of Milltown 38 Washington Avenue Milltown, NJ 08850	Church Street Pump Station Improvements Milltown, NJ 08850	X		CHE Associates 2141 Bridgetown Avenue Milltown, NJ 08850 Mr. Edward Tama, P.E. (732) 727-8000	\$265,750.00	30-Mar-2013	No	No	No	No	44
48 New Jersey American Water Company John Gillette PO Box 5602 Cherry Hill, NJ 08034 (856) 492-1656	Short Term Storm Water Improvements Bridgetown, NJ	X		Greenleaf Consulting One Cragwood Road, Suite 205 Milltown, NJ 08850 Mr. Jeff Ulrich, P.E. (908) 755-0040	\$895,000.00	9-Jun-2012	No	No	No	No	43
49 Western Piedmont Utilities Authority 100 Parkton Road Avalon, NJ 07729 Ms. Kristina Lenthman, Gen. Manager (973) 446-9006	Tricking Filter Improvements Treatment Plant 103 Parkton Road Avalon, NJ 07729	X		TGM Associates Steven Tindall Road Avalon, NJ 07729 Mr. Ross Sazon, PE (732) 871-8400	\$127,000.00	28-Feb-2013	No	No	No	No	50
50 Middlesex County Utilities Authority 2571 Main Street Syracuse, NJ 08572 (202) 721-3800	Plant Classifier Equipment Rehabilitation - Phase I Wastewater Treatment Plant	X		RCM Engineering 300 Route 14, Suite 208 Cherry Hill, NJ 08034 Mr. Bill McCarthy, P.E. (732) 579-2100	\$1,251,000.00	24-Dec-2013	No	No	No	No	51
51 South Monmouth Sewerage Authority 1235 19th Avenue Belmar, NJ 07719 Mr. Mike Ruppel (201) 581-1951	Pennywae Avenue Pump Station Rehabilitation Spring Lake, NJ	X		CHE Associates 2141 Bridgetown Avenue Milltown, NJ 08850 Mr. Edward Tama, P.E. (732) 727-8000	\$1,365,150.00	30-May-2013	No	No	No	No	53
52 Passaic Valley Water Commission 1525 Main Street Clarkon, NJ 07011 Mr. Jim Durney, P.E. (973) 340-4300	Replacement Sulfuric Acid System Water Treatment Plant Lake Park Water Treatment Plant Towaco, NJ	X		Passaic Valley Water Commission 1525 Main Street Clarkon, NJ 07011 Mr. Ron Unfried (973) 340-4300	\$235,915.00	24-Apr-2013	No	No	No	No	54
53 Borough of Township of Sewanee Authority 726 Main Street Liberty Corner, NJ 07938 Mr. Roger Benway	Lagoon Valve Chamber Water Treatment Plant 726 Main Street Liberty Corner, NJ 07938	X		Hack Not MacDonald 27 Becker Street Liberty Corner, NJ 07938 Mr. Nancy Wakala, P.E. (973) 375-3400	\$208,900.00	15-Apr-2013	No	No	No	No	55
54 North Jersey District Water Supply Commission One F.A. Orzech Drive Wanaque, NJ 07465 Mr. Paul Senile (973) 265-8600	Pinna & Insal FRP Sol. - Hyps. Tanks Water Treatment Plant One F.A. Orzech Drive Wanaque, NJ 07465	X		North Jersey District Water Supply Comm. One F.A. Orzech Drive Wanaque, NJ 07465 Mr. Paul Senile (973) 835-5600	\$349,450.00	14-Jun-2013	No	No	No	No	56
55 Lenoir, NJ Land Division 2465 Kezer Road Hamilton, NJ 08850 Mr. James Harrington, Jr. (609) 245-2200	Minnow Temp. Valley Dept. Pump Station No. 2 143 Union Valley Road Monroe, NJ	X		Weston & Sampson 301 Manchester Rd, Suite 201A Hamilton, NJ 08850 Mr. Carol Stone, P.E. (609) 454-3344	\$427,022.50	31-Jan-2013	No	No	No	No	58

**ALLIED CONSTRUCTION GROUP, INC.**  
 493 Washington Road Parlin, New Jersey 08853-1022

**PROJECT LIST**

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME SUB CONTRACTOR	NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSON IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS THERE A LETTER OF ACCIDENTAL DEFENSE?	WERE ANY FINANCIAL DEFICIENCIES REPORTED?	WAS THERE A CLASSIFICATION FILED?	Project
55 City of Trenton Div. of Purchasing 319 East State Street Trenton, NJ 08606-1845	Quarteridge Road Meter Calibration Vault Trenton, NJ 08609	X	Hech Matt McDonald 27 Becker Street Trenton, NJ 08609 Mr. Matt McDonald, P.E. (609) 375-3400	\$19,475.00	28-Feb-2013	No	No	No	59
57 Borough of Milltown 33 Washington Avenue Milltown, NJ 08850	Substation Migration Improvements 33 Washington Avenue Milltown, NJ 08850	X	CME Associates 3141 Bordenbown Avenue Milltown, NJ 08850 Mr. D. Conroy, P.E. (732) 327-4000	\$806,550.00	2-May-2013	No	No	No	60
58 Middlesex County Utilities Authority PO Box 159 Main St. Extension Sayreville, NJ 08872-0159	Emergency Work Installation and Calibration of Sayreville Pump Station 58 Canal Street Sayreville, NJ 08872	X	RJM Engineering 1405 Route 18, Suite 208 Sayreville, NJ 08872 Mr. Joseph 0887 Felix Chiba (732) 679-1100	\$6,793,114.60	1-Jul-2015	No	No	No	62
59 Boro. Of Sayreville 167 Main Street Sayreville, NJ 08872 Attn: Wayne Kosowatz - (732) 390-7035	Emergency Work Water Meters Improvements 167 Main Street Sayreville, NJ 08872	X	Boro. Of Sayreville 167 Main Street Sayreville, NJ 08872 Attn: Wayne Kosowatz - (732) 390-7035	\$57,180.00	31-Jul-2013	No	No	No	63
60 Boro. Of Point Pleasant PO Box 25 Point Pleasant, NJ 08742-0025 Ocean County (732) 992-1327	High Voltage Pump 730 Albert E. Clark Ave. WTP Point Pleasant, NJ 08742	X	CME Associates 3141 Bordenbown Ave. Milltown, NJ 08850 (732) 327-4000 David Brasley	\$86,100.00	23-Feb-2015	No	No	No	66
61 Boro. Of Point Pleasant PO Box 25 Point Pleasant, NJ 08742-0025 Ocean County (732) 992-1327	High Voltage Pump 2200 Robinson Ave. WTP Point Pleasant, NJ 08742	X	CME Associates 3141 Bordenbown Ave. Milltown, NJ 08850 (732) 327-4000 David Brasley	\$114,050.00	30-Nov-2015	No	No	No	67
62 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08024 Mr. Eric Hahn, P.E. (856) 398-4739	Wastewater Station Improvements Mount Holly, NJ 08060	X	New Jersey American Water Company 1025 Laurel Oak Road Mount Holly, NJ 08060 Mr. Eric Hahn, P.E. (856) 398-4739	\$42,033.26	27-Mar-2013	No	No	No	68
63 Twp. Of Moorestown 50 Woodland Avenue PO Box 7603 Convent Station, NJ 07961-7603 James S. Siler, PE	Woodland Sewerage Treatment Plant Mod'k 50 Woodland Avenue WTP - End of Finissee Road PO Box 7603 Convent Station, NJ 07961-7603	X	Hirsch, West, MacDonald 27 Becker St. Trenton, NJ 08609 (609) 391-1008 (973) 912-2977 David Kamen, PE	\$4,678,657.39	30-Nov-2015	No	No	No	69
64 Bayshore Regional Sewerage Authority 100 Oak St. Union Beach, NJ 07715 Monmouth County 762-2370929	Emergency Wet Well Cleaning Wet Well PS Building Union Beach, NJ 07715	X	RJM Engineering 1405 Route 18, Suite 208 Sayreville, NJ 08872 Attn: Joseph 0887 Kevin Hinkle (732) 679-1100	\$76,750.00	15-Feb-2013	No	No	No	70
65 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08024	2013 Monmouth Services Area Improvements	X	New Jersey American Water Company 310 Swinney River Rd. Morristown, NJ 07960 (973) 912-2977 Trenton, NJ 08609	\$22,221.59	12-Jun-2013	No	No	No	71

**ALLIED CONSTRUCTION GROUP, INC.**  
 499 Washington Road Patin, New Jersey 08059-1022  
**PROJECT LIST**

Project	NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB CONTRACTOR	NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PACKAGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WASTING EXTENSION RECEIVED	WARRANTY / MAINTENANCE AGREEMENT	WHILE ON CALL STOP NOTICES FILED
72	66 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034	Renton Midstone WTP Filter Media Filter #25 & 26 Shrewsbury, NJ 08087	X	New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 James G. Tracy Bob Postolunski	\$48,650.00	15-Apr-2013	No	No	No
T3	67 Twp. of Morris 50 Woodland Avenue PO Box 7603 Convent Station, NJ 07961-7603 James Slat, PE	Scum Pump at Woodland STP 10 Woodland Avenue PO Box 7603 Convent Station, NJ 07961-7603	X	Township of Morris PO Box 7603 Convent Station, NJ 07961 James Slat, PE	\$5,024.00	19-Apr-2013	No	No	NA
74	68 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Melissa Jordan (732) 302-3189	Renton Midstone WTP - Increase Diesel Containment Cherry Hill, NJ 08034 Shrewsbury, NJ 08087	X	New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 Melissa Jordan (732) 302-3189	\$18,750.00	14-Jun-2013	No	No	No
75	69 E. Watch 51 Rockaway Rd Cherry Hill, NJ 08034 Nana E. Cantal	North Hudson Sewerage Authority 300 St. Pump Station Improvements Roseton, NJ 07068	X	Fitch, Mott, MacDonald 27 Bleeker St. Madison, NJ 07041-1008 John J. Sauer Kerri Wyco	\$403,800.00	3-Dec-2014	No	No	No
76	70 City of Trenton 1000 N. 3rd St. 318 Elm Street Trenton, NJ 08608-1245 609-988-2135	Replace & Upgrade Pump Station NJ State Rte. 29 Trenton, NJ 08608	X	Branch 1623 Macdonald 27 Bleeker Street Madison, NJ 07041 Anthony J. Tomarsho 312-212-2162	\$328,250.00	23-Jun-2014	No	No	No
77	71 Bayshore Regional Sewerage Authority Union Branch, NJ 07735 Monmouth County 732-735-1095	Dart-Orer Inverter Refractory Removal Maine PS Building Union Branch, NJ 07735	X	RJM Engineering 1405 Route 18, Suite 208 060 Bodge, New Jersey 08057 Kevin Harty 732-929-1100	\$48,772.00	30-Jun-2013	No	No	No
78	72 Borough of Milltown 1000 Main Avenue Milltown, NJ 08650	Water Replacement Church St. Pump Station Milltown, NJ 08650	X	Borough of Milltown 33 Washington Avenue Milltown, NJ 08650 (732) 928-2100	\$9,080.00	31-Oct-2013	No	No	No
80	74 New Jersey American Water Company Cherry Hill, NJ 08034 Bob Bleher, PE	Makeup at Renton Tank & Booster Station (Flamingo) Hickory Road/Dayton Road Renton Township, NJ 08822	X	Buchart-Helm, Inc. 2 East Drive, Suite 110 Marlton, NJ 08053 James G. Tracy 609-927-0300	\$1,857,500.00	14-Aug-2015	No	No	No
81	75 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Melissa Jordan (732) 302-3189	Inlet Valve Actuator Replacement Renton Midstone WTP Shrewsbury, NJ 08087 Bridgewater, NJ 08807	X	New Jersey American Water Company Renton Midstone WTP 15 Palmetus Lane Shrewsbury, NJ 08087 Melissa Jordan (732) 302-3189	\$3,500.00	2-Aug-2013	No	NA	NA
82	76 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Melissa Jordan (732) 302-3189	Fluoride Facility Rehab Renton Midstone WTP Shrewsbury, NJ 08087 Bridgewater, NJ 08807	X	New Jersey American Water Company Renton Midstone WTP 15 Palmetus Lane Shrewsbury, NJ 08087 Bob Postolunski (732) 302-3178	\$403,000.00	2-Jan-2014	No	No	No

ALLIED CONSTRUCTION GROUP, INC.  
499 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACTOR	NAME AND TITLE OF ARCHITECT/ENGINEER OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED		WAS THE RETENTION NECESSARY	WAS THE RETENTION ENFORCED	WAS THERE ANY CLAIMS OR LITIGATION	Project
					YEAR	MONTH				
77 New Jersey American Water Company PO Box 5602 Cherry Hill NJ 08034	Obono Media Replacement Coral Road WTP	X	New Jersey American Water 1000 Somerset, NJ Steve Taylor	\$25,300.00	12-Jul	2013	No	No	No	83
78 Borough of Deal 1000 PO Box 55 Deal NJ 07723 (732) 531-1454	2. Replacing Ave. P/E Rehab Deal, NJ 07723	X	Borough of Deal 1000 Deal, NJ 07723 (732) 531-1454	\$815,000.00	13-Mar	2015	No	No	No	84
79 Jack H. Mackay of Essex and Union Counties 5100 5100 S. 1st Street Elizabeth, NJ 07202 (908) 355 1313	Basement Entrance Modification Laboratory 500 S. 1st Street Elizabeth, NJ 07202	X	CME Associates 1000 Princeton, NJ 08550 (732) 727 8000 Nelson Torres	\$237,004.34	31-Oct	2015	No	No	No	85
80 Twp. of Morris PO Box 7603 PO Box 7603 Convent Station, NJ 07961-7603 James State, PE	Basement STP - Effluent Pumps Replacement Morris Twp., NJ 07961	X	Hatch, Mod. MacDonald 1000 Morristown, NJ 07941-0054 (973) 912-2577	\$259,900.00	24-Jul	2015	No	No	No	86
81 Somerset Christian Valley Sewerage Authority PO Box 100 Pomona Lane Bangorwater, NJ 08807-0100 (732) 469 0593	Magnetic Flow Meter Replacement Bangorwater, NJ 08807-0100	X	The Somerset Christian Valley Sewerage Authority 1000 Bangorwater, NJ 08807-0100 (732) 469-0593 Glen Petrucci	\$4,540.00	31-Jan	2014	No	No	No	87
82 North Hudson Sewerage Authority 1000 Hoboken, NJ 07030 (201) 963-6043	Chiller Valve Replacement 1000 West New York, NJ 07093	X	CH2M HILL 1000 East Stroud, CO 80112 Gary Forrester (201) 795 1411	\$60,400.00	20-Jun	2014	No	No	No	88
83 North Hudson Sewerage Authority 1000 Hoboken, NJ 07030 (201) 963-6043	Sledge Blending Facility 1000 West New York, NJ 07093	X	CH2M HILL 1000 East Stroud, CO 80112 Gary Forrester (201) 795 1411	\$385,000.00	16-May	2015	No	No	No	89
84 North Hudson Sewerage Authority 1000 Hoboken, NJ 07030 (201) 963-6043	10th Street PS Improvements 1000 West New York, NJ 07093	X	CH2M HILL 1000 East Stroud, CO 80112 Gary Forrester (201) 795 1411	\$134,700.00	11-Mar	2015	No	No	No	90
85 Borough of Milltown 25 Washington Avenue Milltown, NJ 08850 Dore Herman	Pump 1 & S Repair 25 Washington Avenue Milltown, NJ 08850	X	Borough of Milltown 25 Washington Avenue Milltown, NJ 08850 (732) 828-2100 Dore Herman	\$1,494.00	13-Aug	2013	No	No	No	91
86 South Macomb Sewerage Authority 1235 18th Avenue Belmar, NJ 07719 Mr Mike Ruppel (732) 581-0511	Gas Scrubber Media Replacement 1235 18th Avenue Belmar, NJ 07719 S. Kearny, NJ 07032	X	South Macomb Sewerage Authority 1235 18th Avenue Belmar, NJ 07719 (732) 581-0511 Michael Ruppel	\$27,161.40	12-Aug	2013	No	No	No	92

ALLIED CONSTRUCTION GROUP, INC.  
489 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACTOR OR SUB-CONTRACTOR	NAME AND TELEPHONE NO. OF ARCHITECT OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED		WAS TIME EXTENSION REQUESTED	WAS ANY CLAIM FOR DAMAGES FILED	WAS ANY CLAIM FOR DAMAGES FILED	Project
					Mo	Yr				
87 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Nalissa Jordan (732) 302-3189	Sulfate Acid Containment Rifkin Adkins WTP 15 Peblham Lane Bridgewater, NJ 08807	X	New Jersey American Water Company Cherry Hill, NJ 08034 Nalissa Jordan (732) 302-3189	\$40,200.00	30-Nov	2012	No	No	No	93
88 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034	Fiber Improvements Rifkin Adkins WTP 15 Peblham Lane Bridgewater, NJ 08807	X	New Jersey American Water Company Cherry Hill, NJ 08034 (856) 316-4200 Melissa Jordan (732) 302-3189	\$262,735.45	31-Jan	2015	No	No	No	94
89 Bayshore Regional Sewerage Authority 100 Oak St. Union Beach, NJ 0725 New Jersey American Water Company 732-338-1995	Sludge Pump Replacement Main PS Building Union Beach, NJ 0725	X	RAM Engineering 100 Oak St. Union Beach, NJ 0725 038 86069 New Jersey 08857 732-673-7100 Kevin Henry	\$31,700.00	31-Dec	2013	No	No	No	95
91 Environmental Disposal Corporation 1041 Route 206, 3rd Floor Springfield, NJ 08807 (609) 234-9119	Division Bar Rehabilitation EDC Main Plant	X	James L. Manning, PE (609) 431-7060 1041 Route 206, 3rd Floor Springfield, NJ 08807 2 Calico Lane, Bldg 1 Hibernborough, NJ 08934	\$54,000.00	31-Oct	2013	No	No	No	96
90 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Nalissa Jordan (732) 302-3189 (856) 727-2922	Green St. Station Improvements - Mechanical/Slab Work Mount Holy Service Area Mount Holy, NJ 08660	X	American Water Works Service Co. 1200 Mountain Avenue Woodbury, NJ 08043 John Trivaglia, PE (856) 316-3200	\$1,553,000.00	31-Oct	2015	No	No	No	97
92 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Nalissa Jordan (732) 302-3189 (856) 727-2922	Green St. Station Improvements - Building Mount Holy Service Area Mount Holy, NJ 08660	X	American Water Works Service Co. 1200 Mountain Avenue Woodbury, NJ 08043 John Trivaglia, PE (856) 316-3200	\$974,300.00	31-Oct	2015	No	No	No	98
93 Borough of Deal 150 Norwood Ave Deal, NJ 07723-0656 Doreen O'Connell (732) 531-1454	Riverside Ave PIS - Bypass Pumping Deal, NJ 07723	X	Borough of Deal Deal, NJ 07723 Doreen O'Connell (732) 531-1454	\$129,314.00	30-Jun	2014	No	No	No	99
94 Borough of Middletown 1200 Mountain Avenue Woodbury, NJ 08043 Nalissa Jordan (732) 302-3189 (856) 727-2922	Bound Brook Pump Station Improvements 1200 Mountain Avenue Middletown, NJ 08846	X	Roxington, Verlick & Vena Engineers Old Bridge, NJ 08857 Terrence N. Vogt 856-795-5995	\$184,400.00	30-Nov	2015	No	No	No	100
95 Borough of Miesconen 500 Main Street Miesconen, NJ 08840 Thomas J. Pines, P.E.	Jerry Avenue Pump Station Improvements Jerry Avenue Miesconen, NJ 08840	X	Meser Consulting, P.A. 1225 Laurel Oak Road, Suite 203 Red Bank, NJ 07701 Henry Maronick 732-332-1950	\$181,400.00	1-Sep	2014	No	No	No	101
96 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 Nalissa Jordan (732) 302-3189 (856) 727-2922	Shilong Road WTP ASR Temporary Chemical Feed System	X	American Water Works Service Co. 1225 Laurel Oak Road Woodbury, NJ 08043 Jim Reay (856) 727-3202	\$38,250.00	30-Nov	2013	No	No	No	102



**ALLIED CONSTRUCTION GROUP, INC.**  
433 Washington Road Parsippany, New Jersey 08655-1022  
**PROJECT LIST**

Project	NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME CONTRACTOR	NAME AND TELEPHONE NO. OF ARCHITECT, ENGINEER OR DESIGNER OR PERMITS AGENCY	CONTRACT PRICE	APPROX. DATE COMPLETED		WAS THERE EXTENSIVE WORK STOPPAGE?	WAS THERE ANY CLAIMS OR LITIGATION?	WAS THERE ANY OTHER PROBLEMS?	WAS THERE ANY OTHER PROBLEMS?
						MO	YR				
103	Borough of Sayreville 167 Main Street Sayreville, NJ 08872 (732) 390-7067	Fiber Media Supply 1000 Main Avenue WTP 3753 Boardwalk Sayreville, NJ 08872	X	Borough of Sayreville 167 Main Street Sayreville, NJ 08872 (732) 390-7067	\$13,850.00	21-Apr	2014	Yes	Yes	Yes	Yes
105	New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 Jim Reilly (856) 727-8902	NGPS Flood Barriers New Jersey State Lancaster, NJ 07738	X	New Jersey American Water Scopio Mazzitini	\$23,000.00	18-Dec	2013	No	No	No	No
106	New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 Adam Kane	NGPS - RRV Transfer New Jersey State Rd. Red Bank, NJ 07701	X	New Jersey American Water Cherry Hill, NJ 08034 Adam Kane	\$144,800.00	30-Sep	2014	No	No	No	No
107	North Hudson Regional Authority 1600 Adams Street Hoboken, NJ 07030 (201) 983-6043	New Road WPCP Clarifier No. 1 Repair New Jersey State West New York, NJ 07093	X	CH2M HILL 3191 S. Jamaica St. New York, NY 10012 Gary Frazier (201) 795-1411	\$37,899.00	10-Oct	2014	No	No	No	No
108	Local Boards of Essex and Union Counties 500 South First Street Elizabeth, NJ 07202 (908) 353-1313	Van Exchangers New Jersey State 500 S. 1st Street Elizabeth, NJ 07202	X	CHE Associates 2141 Bedminster Ave. Elizabeth, NJ 07208 David Stranath (732) 727-8900	\$759,815.00	31-Dec	2014	No	No	No	No
109	City of New Brunswick, Water Utility 78 Board Street New Brunswick, NJ 08901 732-745-5243	Substation (2) Sulfuric Acid Feed Pumps City of New Brunswick New Brunswick, NJ 08901	X	Hatch Mott MacDonald 111 Wood Avenue South Mark Towner, PE 732-912-2528	\$55,375.00	30-Apr	2014	No	No	No	No
110	City of Spring Lake Site A Waterline Spring Lake, NJ	Water Piped Replacement Sluice Gates 4000 Spring Lake Rd. Spring Lake, NJ 07772	X	Lane S. Avakian, Inc. 788 Wynnton Road Spring Lake, NJ 07772 David J. Hovath (732) 922-8229	\$130,000.00	23-Jun	2014	No	No	No	No
111	Town of Middletown Sewerage Authority 100 Beverly Way Belford, NJ 07718	Supply Dr. Pump Station Modifications 20 E. 2nd St. Lincroft, NJ 07738	X	Muser Consulting, PA 231 Revere Springs Road John D. Van Donge, PE 732-395-1950	\$689,000.00						
112	Township of Freehold 1 Hunnibal Plaza Freehold, NJ 07726 732-284-2000 Peter Valdes	Sluiceway Blvd. Emergency Culvert Replacement Freehold, NJ	X	Hatch Mott MacDonald 3 Pagan Way Freehold, NJ 07726 Eric Benz, PE 732-760-5655	\$290,791.00	30-Sep	2014	No	No	No	No
113	City of New Brunswick, Water Utility 78 Board Street New Brunswick, NJ 08901 732-745-5243	Sluice Membrane Modules Water Treatment Plant Constock St. New Brunswick, NJ 08901	X	Hatch Mott MacDonald 111 Wood Avenue South Mark Towner, PE 732-912-2528	\$15,000.00	14-Feb	2014	No	No	No	No

ALLIED CONSTRUCTION GROUP, INC.  
499 Washington Road Parlin, New Jersey 08855-1022

PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB-CONTR.	NAME AND TELEPHONE NO. OF PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED		WAS THE CONTRACT REBID?	WERE ANY CLAIMS STOPPED?	WERE ANY CLAIMS ON FILE?	PROJECT
					MO	YR				
108 City of New Brunswick, Water Utility 78 Bayard Street New Brunswick, NJ 08901 732-745-5243	Station Hydrophobic Feed System Water Treatment Plant One Conestock Street New Brunswick, NJ 08901	X	Hatch MacDonald 1000 Main Street Clark, NJ 07066 Mark Tomack, PE 973-912-2525	\$29,550.00	31-Mar	2014	No	No	No	114
109 Borough of Milltown 39 Washington Avenue Milltown, NJ 08850 732-328-2100	Chemical Feed Emergency work Milltown, NJ 08850 PO 14-0005352	X	Borough of Milltown 39 Washington Avenue Milltown, NJ 08850 732-328-2100 Don Herman	\$3,485.00	31-Mar	2014	No	No	No	115
110 Pasaic Valley Water Commission 1525 Main Street Clark, NJ 07011 Adam C. Reza (973) 340-1300	Advanced Air Vaporizer System @ Lake Fair WTP Reverend Drive Clark, NJ	X	Pasaic Valley Water Commission 1525 Main Street Clark, NJ 07011 Adam C. Reza (973) 340-1300	\$1,653,200.00	30-Nov	2015	No	No	No	116
111 Township of Chatham 58 Meyersville Road Chatham, NJ 07922 Mark 372-623-1600	WPCO No. 1 Effluent PS End of New York Ave Chatham, NJ 07922	X	Hatch MacDonald 23 Foundry Road Hempstead, NJ 08842 John Ruzsich 908-719-6000	\$1,988,600.00	30-Nov	2015	No	No	No	117
112 New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08004	3014 Monmouth Service Area Improvements 310 Seaboard River Road Coats Neck, NJ	X	New Jersey American Water Neil Robinson	\$17,700.00	30-Nov	2014	No	No	No	118
113 Borough of South River 48 Washington Street South River, NJ 08882 Frederick Carr 732-281-1952 x 120	South River Jackson Street PS Modifications Jackson Street South River, NJ	X	CNE Associates 2141 Lindenwood Ave. Clark, NJ 07066 Nolan Towers (732) 727-8000	\$1,923,000.00	1-Jul	2015	No	No	No	119
114 City of Perth Amboy 580 Smith Street Perth Amboy, NJ 08861 Luis A. Perez	State Street PS Automated Bar Screen Installation State Street Perth Amboy, NJ 08861	X	CDM Smith 110 Fitzgerald Ave # 6, 6th Floor Perth Amboy, NJ 08861 Howard Marston 732-225-7000	\$301,800.00	30-Nov	2015	No	No	No	120
115 City of New Brunswick, Water Utility 78 Bayard Street New Brunswick, NJ 08901 732-745-5243	Removal of Surface Wash Arms from all Gravity Filters One Conestock Street New Brunswick, NJ 08901	X	City of New Brunswick 78 Bayard St New Brunswick, NJ 08901 (732) 745-5243 Jerson Viera	\$3,450.00	27-Feb	2014	No	No	No	121
116 Aqua New Jersey, Inc 10 Black Forest Road Hewlett, NJ 08891 Joseph Barabio 908-387-6080	Wishah Water Treatment Plant Improvements 1520 Central Square Rd Sweatshops, NJ 08085	X	Hatch MacDonald 27 Beaker Street Clark, NJ 07066 Mike Polle	\$397,725.00	30-Nov	2015	No	No	No	122
117 Borough of Milltown 39 Washington Avenue Milltown, NJ 08850 Don Herman 732-328-2100	Annual Maintenance & Repair of Water & Facilities 39 Washington Avenue Milltown, NJ 08850	X	CNE Associates 3141 Lindenwood Ave. Clark, NJ 07066 David Coats (732) 727-8000	\$103,946.00						123

**ALLIED CONSTRUCTION GROUP, INC.**  
**499 Washington Road Patin, New Jersey 08535-1022**  
**PROJECT LIST**

NAME OF OWNER ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR CONTRACTOR	NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSON IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED		WAITING EXTRUSION NECESSARY	WEAR AT PANELS IMPACT?	WERE LUMS REMOVED STOP NOTICES FILED?	Project
					MO	YR				
118 Jersey City Municipal Utilities Authority 553 Route #410 Jersey City, NJ 07135 Kevin J. Carr 201-425-1150	East Side Pumping Station Replacement of GFI and Rebuilding Conveyer System 14 North Passaic Avenue Jersey City, NJ 07304	X	Hatch Most MacDonald 111 Wood Avenue Secaucus, NJ 08009 John J. MacDonnell 973-312-3355	\$316,000.00	28-Feb	2015	No	No	No	124
119 Madison-Chatham Soil Mestors 214 North Passaic Avenue PO BOX 341 Chatham, NJ 07928 Christopher Marak 973-855-4616	Digester Seal Repair 14 North Passaic Avenue Chatham, NJ 07928	X	Madison-Chatham Joint Meeting 214 North Passaic Avenue PO BOX 341 Chatham, NJ 07928	\$67,000.00	18-Jul	2014	No	No	No	125
120 New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 Tim Mentzer 856-727-5137	Summer Flies & Chemical Feed Improvements and Rebuild of Chlorine Feed System End of Chubbey Road South Bridgewater, NJ 08807	X	Gaesth Farming, Inc. 1 Cragwood Road, Suite 205 South Plainfield, NJ 07080 908-215-0610 x 3054	\$4,589,629.00				63% Complete		128
120 New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 Mary Patel, P.E. 908-531-2284	Chemical Feed Improvements and Automation of Chubbey Road South Bridgewater, NJ 08807	X	Gaesth Farming, Inc. 1 Cragwood Road, Suite 205 South Plainfield, NJ 07080 908-215-0610 x 3054	\$1,013,000.00				63% Complete		127
121 New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034	NJAW RW/PTP Repair Work South of Chubbey Road South Bridgewater, NJ 08807	X	New Jersey American Water 1025 Laurel Oak Road Woodclark, NJ 08043	\$2,167.34	5-Oct	2014	No	No	No	123
122 Aqua New Jersey Inc 10 Black Forest Road Hamilton, NJ 08691 James Baraboo, P.E. 602-587-4080 x58520	Phillipsburg WTP Pipe Repair Phillipsburg Road Hamilton, NJ 08691	X	Aqua New Jersey Inc. 10 Black Forest Road Hamilton, NJ 08691 James Baraboo, P.E.	\$12,150.00	1-Jul	2015	No	No	No	129
123 New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034 Kevin Roberson 856-389-4754	NJAW- Lakewood Well 13 VRT PUMP 13 Street Lakewood, NJ	X	New Jersey American Water 1025 Laurel Oak Road Woodclark, NJ 08043 Ken S6159	\$23,445.00	31-Jul	2015	No	No	No	130
124 City of New Brunswick 78 Bayard Street New Brunswick, NJ 08901 Frank Marasica 732-745-3022	CRS- WTP Membrane Modules New Brunswick, NJ 08901	X	Hatch Most MacDonald 111 Wood Avenue South Secaucus, NJ 08009 John J. MacDonnell 973-312-3355	\$55,125.00	1-Sep	2014	No	No	No	131
125 Wyndham Hambleton Park Hotel 175 Park Avenue Florham Park, NJ 07932	Wyndham Hambleton Park Hotel- Water Supply	X	Wyndham Hambleton Park Hotel 175 Park Avenue Florham Park, NJ 07932 Joe Ciannetti	\$19,821.75	31-Jul	2014	No	No	No	132
126 Long Branch Sewerage Authority 150 Joiner Avenue Long Branch, NJ 07740 Joseph Manolis 732-222-6500	Effluent Tank Infiltration System Reconstruction 150 Joiner Avenue Long Branch, NJ 07740	X	Marak Consulting, PA 331 Nivernia Springs Road, Suite 203 Red Bank, NJ 07701 John A. Marak 732-363-1050	\$585,356.00	31-May	2015	No	No	No	133

ALLIED CONSTRUCTION GROUP, INC.  
499 Washington Road Parlin, New Jersey 08859-1022

PROJECT LIST

PROJECT	NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME SUB-CONTR.	NAME AND TELEPHONE NO. OF PERSON IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS TIME FOR THE PROJECT NEARLY EXHAUSTED	WAS THERE ANY CLAIMS OR DISPUTES	WAS THERE ANY RELITIGATIVE EXPENDITURE
127	Township of Livingston 127 South Main Avenue Livingston, NJ 07033 Karee A. Sadwin 973-982-5006 L2	Top of Livingston-Norton Ave & Clear Hill PS 1113 Livingston Avenue Livingston, NJ 07033	X	Hatch Matt MacDonald 1113 Livingston Avenue Livingston, NJ 07033 David L. Kharra 973-912-2577	\$128,700.00	23-Mar-2015	No	No	No
128	Edwards & Kelcey Corporation 1041 Route 206 Bridgewater, NJ 08807 Paul Mangione 908-254-3119	EDC - Flammarion Tanks A-18 Blolges Bridgewater, NJ 08807 & 287 Bridgewater, NJ 07821	X	Natural Systems Utilities Candia Latta 10000 Old Bridge Road Bridgewater, NJ 08844	\$54,875.00	2-Jun-2015	No	No	No
129	Borough of South River 44 Washington Street South River, NJ 08882 Thomas J. Neo, P.E. 732-257-1899 x 120	So. River Water Ave. Electrical Substation South River, NJ 08882	X	Thomas J. Neo, P.E. Engineering South River, NJ 08882 Thomas J. Neo, P.E. Engineering 732-258-9103	\$153,450.00	12-May-2015	No	No	No
130	Borough of South River 44 Washington Street South River, NJ 08882	So. River Emergency Warning	X	CME Associates 2148 Old Bridge Avenue Bridgewater, NJ 08859 Henry Johnson 732-777-8000	\$3,000.00	30-Apr-2015	No	No	No
131	Township of East Brunswick 1, West Valley Civic Center East Brunswick, NJ 08816 Nannette Perry 732-390-6850	East Brunswick, Kingswood PS Generator Replacement East Brunswick, NJ 08816 East Brunswick, NJ 08816	X	CME Associates 2148 Old Bridge Avenue Bridgewater, NJ 08859 Michael Daback, P.E. 732-777-8000	\$132,600.00	18-Jun-2015	No	No	No
132	New Jersey American Water PO Box 5602 Cherry Hill, NJ 08034	Bridgewater, RWTP Filter 18 Rehab Bridgewater, NJ 08807	X	New Jersey American Water 15 Palomares Lane Bridgewater, NJ 08807 Bob Pothowald 732-302-3178	\$214,715.00	30-Nov-2015	No	No	No
133	City of New Brunswick 76 Broad Street New Brunswick, NJ 08901 Mark Lavenburg 732-745-5972	Old Canal, Western Mill Pump Station New Brunswick, NJ 08901 New Brunswick, NJ 08901	X	Hatch Matt MacDonald 15 Palomares Lane Bridgewater, NJ 08807 Mike Perrin, P.E. 732-333-3287	\$3,320,000.00			31% Complete	
134	Madison County Utilities Authority PO Box 159 Spartanburg, NJ 08772 732-721-3800 Dariusz Trzeta	Thibault Tank Overflow Screening Facility Spartanburg, NJ 08772	X	Hatch Matt MacDonald 15 Palomares Lane Bridgewater, NJ 08807 Angelo Burfano, P.E. 732-780-6595	\$713,000.00			91% Complete	
135	New Jersey American Water Company PO Box 5602 Cherry Hill, NJ 08034 856-388-4754 Dante Nisby	Nonres. WTP AER Facility & Transmission Pipeline Absecon, NJ	X	CH2M Hill 1777 ACS Street, Suite 4400 Cherry Hill, NJ 08034 David Michalek 201-780-9510	\$2,098,000.00			91% Complete	
136	Joint Municipality of Essex and Union Counties 500 State Street Essex, NJ 07702 508-353-1313 Steven Dowhan	WWT - Dewatering Facilities Upgrade Essex, NJ 07702	X	CME Associates 2148 Old Bridge Avenue Bridgewater, NJ 08859 Henry Johnson 732-777-8000	\$4,142,400.00			10% Complete	

**ALLIED CONSTRUCTION GROUP, INC.**  
 499 Washington Road Farm, New Jersey 08853-1022  
 PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB CONTRACTOR	NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPLETED	WAS TIME EXTENSION REQUESTED	WERE ANY PERMITS REQUIRED	WERE THERE ANY STOP WORKS	Project
137 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034 856-727-6137 Dante Akroy	Monterey Ion Removal Plant 3141 Route 35 North Lansdale, NJ 08135	X	CDM Smith 110 Fieldcrest Avenue #8, 6th Floor Edison, NJ 08837 John J. Koenig 732-252-7000	\$8,030,000.00					144
138 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034 856-727-6137 Tom Mentzer	Lakewood High Service Gradient - Hatfield Booster Station Vicinity of 424 Jerome Street Lakewood, NJ 08701	X	Bochart Thom, Inc. 2 First Drive, Suite 110 Marlboro, NJ 08053 Edward J. O'Leary, P.E. 952-377-4334	\$273,000.00	31-Dec-2015	No	No	No	145
139 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034 908-431-3284 Manoj Patel, P.E.	CBWTP Biological Pump 187 JFK Parkway Shrew Hills, NJ	X	Hatch Moss Macdonald 111 Wood Avenue Lakewood, NJ 08701 Robert L. Alford 972-312-0253	\$33,475.00	31-Jul-2015	No	No	No	148
140 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034 908-431-3284 Manoj Patel, P.E.	Low Lift Pump Station Valve Replacement (Contract 2A) End of Chimney Road Road Princeton, NJ 08507	X	Gannett Fleming, Inc. 1 Cragwood Road, Suite 205 South Plainfield, NJ 07980 Michael J. Chasmer, P.E. 908-755-0800	\$644,600.00					147
141 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034	Alpena Area - 2015 Misc Improvements 188 Squantum Yarrowbrook Road Parsippany, NJ 07727	X	New Jersey American Water PO Box 5502 Cherry Hill, NJ 08034 Neil Robinson	\$52,230.00	31-Dec-2015	No	No	No	148
142 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034	Riverton Middlesex Eyewash Shower End of Chimney Road, Road South Princeton, NJ 08507	X	New Jersey American Water Rushua Mukhona WTP 15 Pohanum Lane Princeton, NJ 08507 800-760-0000	\$40,300.00	30-Apr-2015	No	No	No	149
143 Monmouth River RSA PO Box 5502 Farmingdale, NJ 07727	Monmouth River Regional Sewerage Authority Check Valve 89 Havens Blodge Road Powell, NJ 07731	X	Manatquan River RSA PO Box 646 Farmingdale, NJ 07727 John J. Bosch 732-921-0105	\$5,150.25	2-Sep-2015	No	No	No	150
144 Township of Middletown Sewerage Authority PO Box 5502 Bridgewater, NJ 08807 732-952-1010	WWTTP Leak Repair 100 Beverly Way Bridgewater, NJ 07716	X	Township of Middletown Sewerage Authority PO Box 225 Bridgewater, NJ 07718 822-95-1010 Burt R. Riddiman, P.E.	\$15,000.00	1-Jul-2015	No	No	No	151
145 New Jersey American Water Company PO Box 5502 Cherry Hill, NJ 08034	Passaic Service Area Carroll Brook Water Treatment Plant 3000 Passaic Avenue Shedden, NJ 07078	X	New Jersey American Water PO Box 5502 Cherry Hill, NJ 08034 Bill Costello	\$54,264.00	30-Nov-2015	No	No	No	152
146 Environmental Disposal Corporation 1041 U.S. Highway 202/206 Bridgewater, NJ 08807 Paul Hargrove 908-254-3119	EDC-SMR Pump Station Check Valves 301 Route 202-206 South Piscataway, NJ 07978	X	Environmental Disposal Corporation 1041 U.S. Highway 202/206 Bridgewater, NJ 08807 Paul Hargrove 908-254-3119	\$4,386.00	30-Nov-2015	No	No	No	153

ALLIED CONSTRUCTION GROUP, INC.  
499 Washington Road Parsippany, New Jersey 08859-1022  
PROJECT LIST

NAME OF OWNER, ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION AND TYPE OF WORK PERFORMED	PRIME OR SUB- CONTRACTOR FIRM NAME	NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSONS IN CHARGE FOR OWNER	CONTRACT PRICE	APPROX. DATE COMPL. PLETED		WAS THERE EXTENSION OF CONTRACT PERIOD?	WERE ANY RESALTERS IMPORTED?	WERE LUBE STOP NOTICES FILED?	Project
					MO	YR				
147 South Monmouth Regional Sewerage Authority 725 18th Avenue Belmar, NJ 07713 732-681-0611 Ryan Krause	Reiner Pump Station Upgrades 711 Ocean Avenue Belmar, NJ 07713	X	T&M Associates Elyse Thindt Road Middletown, NJ 07746-2192 Richard Crone 732-671-5203	\$2,576,530.00						154
148 Middlesex County, Utilities Authority 503 Sec 1 St Sayreville, NJ 08872 732-213-3900 Darrin Tanc	Final Classifier Equipment Rehabilitation Phase II 2571 Main Street Sayreville, NJ 08872	X	RCM Engineering 1496 Route 1A, Suite 208 Dwight Blvd., NJ 08857 Paul G. Galt 732-925-7100	\$2,041,420.00						155
148 New Jersey American Water 1000 Cherry Hill NJ 08034 856-717-8426	NAJW SRWTP Valve Replacement 310 Swamung River Road Coats Neck, NJ 07722	X	New Jersey American Water 310 Swamung River Road Coats Neck, NJ 07722 Sergio Mazzona	\$511,150.00						156
150 Borough of Sayreville 87 Main Street Sayreville, NJ 08872	Crosman Wastewater Pump Station Reconstruction Main Street Sayreville, NJ 08871	X	CME Associates 3141 Sandalwood Avenue # Parsippany, NJ 08859 New York, P.E. 732-721-9039	\$2,138,200.00						157



BIDDER'S CERTIFICATION  
(In Lieu of Oath or Affidavit)

I: Allied Construction Group, Inc.  
(Name of Bidder)

By: Matthew Marcinczyk, President  
(Name of Person Signing Bid Submission)

do hereby certify that the statements made by me in the foregoing Proposal are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to prosecution for false swearing.

Date: 12/13/16

By:   
(Signature of Person Signing Bid Submission)



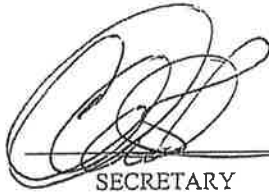
CORPORATE RESOLUTION

\* Matthew Marcinczyk, President

BE IT RESOLVED that the \* of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of submitting a bid to PASSAIC VALLEY WATER COMMISSION in accordance with bid specifications for CONTRACT NO. 16-B-27

I, SECRETARY of Allied Construction Group, Inc. a CORPORATION of the State of New Jersey hereby certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and held on 12/13, 2016, pursuant to and in accordance with the Certificate of Incorporation and by-laws thereof; that it has not been modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: Dec. 13, 2016



SECRETARY

Christopher B. Deane, Secretary

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BIDDING DOCUMENTS

Passaic Valley Water Commission  
(Name of Local Contracting Unit)

Harrison Avenue Tank  
(Name of Construction/Public Works Project)

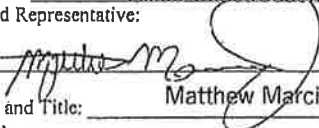
Contract 16-B-27  
(Project or Bid Number)

Pursuant to N.J.S.A. § 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bidding Documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to note below the changes in the Bidding Documents and to incorporate same into a Bid Submission may be cause to reject the Bid Submission.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (Mail, fax, pick-up, etc.)	Date Received
#1	Email	11/30/16

Acknowledgment by Bidder:

Name of Bidder: Allied Construction Group, Inc.  
By Authorized Representative:

Signature:   
Printed Name and Title: Matthew Marcinczyk, President

Date: 12/13/16

**BID DOCUMENT SUBMISSION CHECKLIST**

Passaic Valley Water Commission  
(Name of Local Contracting Unit)

Harrison Avenue Tank  
(Name of Construction/Public Works Project)

Contract 16-B-27  
(Project or Bid Number)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected:  
(N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Commission's Checkmarks with "X")	Initial Each Item Submitted with Bid (Bidder's Initial)
X A bid guarantee as required by N.J.S.A. 40A:11-21	<i>[Handwritten Initials]</i>
X A Consent of Surety as to a Performance Bond pursuant to N.J.S.A. 40A:11-22	<i>[Handwritten Initials]</i>
X A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	<i>[Handwritten Initials]</i>
X A listing of subcontractors as required by N.J.S.A. 40A:11-16	<i>[Handwritten Initials]</i>
X If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	<i>[Handwritten Initials]</i>
X A Business registration Certificate as required by N.J.S.A. 52:32-44	<i>[Handwritten Initials]</i>

B. Failure to submit the following documents may be a cause for the bid to be rejected:  
(N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid (Commission's checkmarks with "X")	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Commission's checkmarks with "X")	Initial Each Item Submitted with Bid (Bidder's initials)
X Affidavit of Ownership	<i>[Handwritten Initials]</i>	X Questionnaire for Contract (List of Recent Jobs performed by Bidder)	<i>[Handwritten Initials]</i>
X Submission of a Non-Collusion Affidavit (this form must be Notarized)	<i>[Handwritten Initials]</i>	X Bidder's Certification	<i>[Handwritten Initials]</i>
X Information to be Submitted with the Bid*	<i>[Handwritten Initials]</i>	X Certification of Investment Activities in Iran	<i>[Handwritten Initials]</i>

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Allied Construction Group, Inc.

By Authorized Representative:

Signature: *[Handwritten Signature]*

Matthew Marciniuk, President

Print Name and Title: \_\_\_\_\_

Date: 12/12/16

\* See Technical Specifications for additional requirements.

NON-COLLUSION AFFIDAVIT

This Affidavit is to be filled out and executed by the Bidder; if the Bid is made by a corporation, then by its properly authorized agent.

STATE OF New Jersey )  
COUNTY OF Union ) SS:

Matthew Marcinczyk  
being first duly sworn, deposes and says that he is President

(sole owner, a partner, president, secretary, etc.)

of Allied Construction Group, Inc.  
the party making the enclosed Proposal or Bid; and say further that

(Give name of all persons, firms or corporations interested in the Bid)  
Allied Construction Group, Inc.

\_\_\_\_\_ is or

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

**Allied Construction Group, Inc.**  
499 Washington Road  
Parlin, NJ 08859

(Name and Address of Bidder)

**Matthew Marcinczyk, President**

(Name and Title of Affiant)

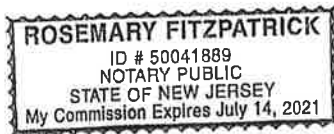
Subscribed and sworn before me this 13<sup>th</sup> day of

December 2016

Rosemary Fitzpatrick

(Notary Public of) New Jersey

My commission expires July 14, 2021



CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

PASSAIC VALLEY WATER COMMISSION  
PASSAIC COUNTY, NEW JERSEY

CONTRACT #16-B-27  
HARRISON AVENUE TANK

STATE OF New Jersey  
COUNTY OF Union

I, Matthew Marcinczyk of the City of South River, in the  
State of, New Jersey of full age, being duly sworn according to law on my oath  
depose and say that:

In accordance with the requirements of N.J.A.C. 7:22-3.39 and 7:22-4.39, I am  
President of the firm of Allied Construction Group, the bidder making  
the Proposal for the above named project; that I executed the said Proposal, this affidavit and all  
other bidding documents with full authority to do so; and that said bidder is not now at the time of  
submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended  
and Disqualified Bidders.

By:   
Deponent's Signature

Date: 12/13/16

Matthew Marcinczyk, President

Deponent's Printed Name and Title

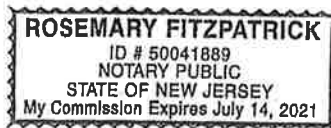
Subscribed and sworn to \_\_\_\_\_

Before me this 13<sup>th</sup> day of December, 2016

Rose Mary Fitzpatrick

Notary Public of New Jersey

My Commission expires: July 14, 2021



October 25, 2016

P-18

CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN

(N.J.S.A. § 40A:11-2.1)

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

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

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

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

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

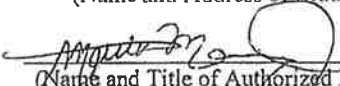
4. I understand that in the event the undersigned is unable to make the above certification because one of its subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified in N.J.S.A. § 52:32-56f, the undersigned shall provide to this Contracting Unit, prior to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

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

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

Allied Construction Group, Inc.  
499 Washington Road  
Parlin, NJ 08859

\_\_\_\_\_  
(Name and Address of Bidder/Vendor)

  
\_\_\_\_\_  
(Name and Title of Authorized Representative

Signing this Certification) Matthew Marcinczyk, President

12/3/16  
\_\_\_\_\_  
(Date of Certification)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	ALLIED CONSTRUCTION GROUP, INC.
<b>Trade Name:</b>	
<b>Address:</b>	499 WASHINGTON ROAD SAYREVILLE, NJ 08872
<b>Certificate Number:</b>	1430861
<b>Effective Date:</b>	August 15, 2008
<b>Date of Issuance:</b>	October 03, 2012

**For Office Use Only:**  
**20121003100848016**

Certificate Number  
665630

Registration Date: 08/18/2016  
Expiration Date: 08/17/2018



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Matthew Marcinczyk, President  
Dean Madden, Treasurer

Allied Construction Group, Inc.

Responsible Representative(s):  
Christopher Deane, Secretary

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



**RESOLUTION: 17-20**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, on February 28, 2017 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-6 "Roll-Off Container-Trash Removal Services"; 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 lowest responsible bid submitted for this Contract was that of Interstate Waste Services of New Jersey, Inc. of Teaneck, New Jersey (the "Awardee") with respect to said bid, in the amount of \$79,689.00; and

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

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

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

1. That Contract No. 17-B-6 "Roll-Off Container-Trash Removal Services" in the total amount of \$79,689.00 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 17-B-6 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

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

  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
 \_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 6, 2017

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 17-B-6**  
**Roll-Off Container Trash Removal Services**

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

Of the Three (3) bids received, the lowest responsive and responsible proposal was submitted by **Inter-State Waste** of Teaneck, New Jersey, in the amount of **\$79,689.00**

Respectfully submitted,

Gregg B. Lucianin  
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: **17-B-6 Inter-State Waste  
Roll-Off Container Trash Removal Services**

Amount of Project or Contract: \$79,689.00

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

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

Other comments: Two (2) Year Contract Commencing: March 2017  
Roll-Off Container Trash Removal Services

Date of Certification: 03/07/2017 Certified: \$ 79,689.00



Yitzhak Weiss

Comptroller and Chief Financial Officer

YW:gbl

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17-B-6  
Roll-Off Container Trash Removal Services

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Inter-State Waste 300 Frank W. Burr Blvd, Suite 39 Teaneck, NJ 07666 973-286-7036 nthompson@actioncarting.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed \$20,000.00	\$79,689.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> IRAN
Cardella Waste 2400 Tonnelle Avenue North Bergen, NJ 07047 800-548-7001 aschieppe@cardellawaste.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$	\$84,200.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> IRAN
Go-Pro Waste 95-107 Roosevelt Avenue Belleville, NJ 07109 973-302-4880 goprows@gmail.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Gaeta Recycling 278-282 West Railway Avenue Paterson, NJ 07503 973-278-6625 relphs@gaetarrecycling.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Two Brothers Contraction 11 Vreeland Avenue Totowa, New Jersey 07512 973-956-8700 sal@tbcbuilding.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed \$20,000.00	\$119,230.50	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> IRAN

**RESOLUTION: 17-21**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, on February 28, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-5 "Furnish and Deliver Makeup Filter Media"; and

**WHEREAS**, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and attached is a copy of a memorandum dated March 6, 2017 regarding this Contract; and

**WHEREAS**, the lowest responsible bid submitted for this Contract was that of Prominent Systems, Inc. of Houston, Texas (the "Awardee") with respect to said bid, in the amount of \$411,070.00; and

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

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

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

1. That Contract No. 17-B-5 "Furnish and Deliver Makeup Filter Media" in the total amount of \$411,070.00 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 17-B-5 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
 \_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 6, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-5**  
**Furnish and Deliver Makeup Filter Media**

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by Prominent Systems, out of Houston Tx in the amount of **\$411,070.00**

Respectfully submitted,

Gregg B. Lucianin  
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: **17-B-5 Prominent Systems Inc**


Amount of Project or Contract: \$ 411,070.00

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

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

Other comments: Two (2) Year - Contract Commencing: March 2017  
Furnish and Deliver Makeup Filter Media

Date of Certification: 03/06/2017 Certified: \$ 411,070.00

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION: 17-22**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, on February 28, 2017 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-9 "Corrosion Inhibitor"; 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 lowest responsible bid submitted for this Contract was that of Carus Corporation of Peru, Illinois (the "Awardee") with respect to said bid, based on the estimated quantity of 190,000 gallons, in the amount of \$715,616.00; and

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

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

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

1. That Contract No. 17-B-9 "Corrosion Inhibitor" in the total amount of \$715,616.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to

solicitation for bids made in connection with Contract 17-B-9 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

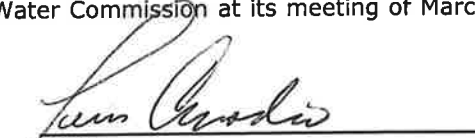
  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
\_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 06, 2017

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 17-B-9**  
**Corrosion Inhibitor**

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 **Carus Corp**, of Peru IL, in the amount of **\$715,616.00**

Respectfully submitted,

Gregg B Lucianin  
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: **17-B-9 - Carus Corp.**

Amount of Project or Contract: \$ 715,616.00

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

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

Other comments: Two (2) Year Contract Commencing: March 2017  
Corrosion Inhibitor

Date of Certification: 03/06/2017 Certified: \$715,616.00



**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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Contract 17-B-9  
Corrosion Inhibitor

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Shannon Chemical 311 Commerce Drive Exton, PA 19341 610-363-9090 <a href="mailto:shanchem@shannonchem.com">shanchem@shannonchem.com</a>	CC- Certified Check CA- Cashier's Check BB- Bid Bond _____ Certified Check Cashier's Check Bid Bond 10% _____ X _____ Not to Exceed \$20,000.00	\$744,800.00	X Business Registration Cert. X PWWC Consent of Surety _____ Other Consent of Surety X Public Works Cont. Cert. _____ Activities in Iran
Aqua Smart 4445 Commerce Drive SW A-4 Atlanta, GA 30336 404-696-4406 <a href="mailto:don@aquasmartinc.com">don@aquasmartinc.com</a>	_____ Certified Check Cashier's Check Bid Bond Not to Exceed \$		_____ Business Registration Cert. _____ PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____ Activities in Iran
Carus Corp 315 Fifth Street Peru, IL 61354 <a href="mailto:samatha_pumo@caruscorporation.com">samatha_pumo@caruscorporation.com</a> 815-224-6503	_____ Certified Check Cashier's Check Bid Bond 10% _____ X _____ Not to Exceed \$20,000.00	\$715,616.00	X Business Registration Cert. X PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____ Activities in Iran
Coyne Chemical 3015 State Road Croydon, PA 19021 <a href="mailto:sducan@coynechemical.com">sducan@coynechemical.com</a> 215-785-3000	_____ Certified Check Cashier's Check Bid Bond 10% _____ OF BID PRIC Not to Exceed \$	\$754,395.00	X Business Registration Cert. X PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____ Activities in Iran
	_____ _____ _____ \$		_____ _____ _____ _____

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 06, 2017

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 17-B-9**  
**Corrosion Inhibitor**

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 **Carus Corp**, of Peru IL, in the amount of **\$715,616.00**

Respectfully submitted,

Gregg B Lucianin  
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: **17-B-9 - Carus Corp.**

Amount of Project or Contract: \$ 715,616.00

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

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

Other comments: Two (2) Year Contract Commencing: March 2017  
Corrosion Inhibitor

Date of Certification: 03/06/2017 Certified: \$715,616.00



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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Contract 17-B-9  
Corrosion Inhibitor

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Shannon Chemical 311 Commerce Drive Exton, PA 19341 610-363-9090 shanchem@shannonchem.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond _____ _____ 10% X Not to Exceed \$20,000.00	\$744,800.00	X Business Registration Cert. X PWWC Consent of Surety _____ Other Consent of Surety X Public Works Cont. Cert. _____ Activities in Iran
Aqua Smart 4445 Commerce Drive SW A-4 Atlanta, GA 30336 404-696-4406 don@aquasmartinc.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. Activities in Iran
Carus Corp 315 Fifth Street Peru, IL 61354 samatha.purmo@caruscorporation.com 815-224-6503	Certified Check Cashier's Check Bid Bond 10% X Not to Exceed \$20,000.00	\$715,616.00	X Business Registration Cert. X PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____ Activities in Iran
Coyne Chemical 3015 State Road Croydon, PA 19021 sdujan@coynechemical.com 215-785-3000	Certified Check Cashier's Check Bid Bond 10% OF BID PRIC Not to Exceed \$	\$754,395.00	X Business Registration Cert. X PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____ Activities in Iran

**RESOLUTION: 17-23**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, on February 28, 2017 eight (8) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-26 "Lead Service Line Replacement-Clifton, Passaic, Paterson and Prospect Park, New Jersey"; 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 lowest responsible bid submitted for this Contract was that of Reivax Contracting of Newark, New Jersey (the "Awardee") with respect to said bid in the amount of \$3,093,000.00; and

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

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

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

1. That Contract No. 17-B-26 "Lead Service Line Replacement-Clifton, Passaic, Paterson and Prospect Park, New Jersey"; in the total amount of \$3,093,000.00 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 17-B-26 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

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

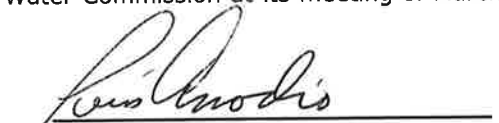
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
 \_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: March 3 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-26 Lead Service Line Replacement Clifton, Paterson  
& Passaic**

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 Eight (8) bids received, the lowest responsive and responsible proposal was submitted by, Reivax Constructing Corp. out of Newark New Jersey, in the amount of **\$3,093,000.00**

Respectfully submitted,

Gregg B. Lucianin  
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: **17-B-26 Reivax Construction Corp.  
Lead Service Line Replacement Clifton, Paterson & Passaic**

Amount of Project or Contract: \$ 3,093,000.00  
1. Acct: # 00109014199546

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

Other Comments: (730 Days) Two Year Contract

Date of Certification: 03/06/2017 \$3,093,000.00

  
\_\_\_\_\_  
**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gb1

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Contract 17-B-26  
Lead Service Line Replacement  
Clifton, Passaic, Paterson and Prospect Park

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Montana Construction 80 Contact Avenue Lodi, NJ 973-478-5200 vsantaitte@montanaconstructioninc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$7,747,027.75	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> Activities in Iran
J. Fletcher Creamer & Son 101 E. Broadway Hackensack, NJ 201-488-9832 wvalentini@jfcson.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$5,834,250.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> Activities in Iran
Reivax Contracting 356 Thomas Street Newark, NJ rrimbias@reivaxcontracting.com 973-817-5553	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$3,093,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> Activities in Iran
Alimi Builders, Inc. 637 Wyckoff Avenue, Suite 231 Wyckoff, NJ 201-704-4122 sinan@alimibuilders.net	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> Activities in Iran
Hutton Construction 41 Village Park Rd Cedar Grove, NJ 973-857-2501 jhutton@hutton1.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$5,785,150.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> Activities in Iran

Contract 17-B-26  
Lead Service Line Replacement  
Clifton, Passaic, Paterson and Prospect Park

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Pacific Construction 531 Route 22 East, PMB 240 White House Station, NJ 908-439-9120 <a href="mailto:pacificon@aol.com">pacificon@aol.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$3,277,695.00	<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. <input checked="" type="checkbox"/> Activities in Iran
John Garcia Construction 183 Friar Lane Clifton, NJ 973-773-4544 <a href="mailto:jgarciacontr@gmail.com">jgarciacontr@gmail.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$6,443,500.00	<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. <input checked="" type="checkbox"/> Activities in Iran
New Prince Concrete 215 Eileen Ter Hackensack, NJ 201-488-8208 <a href="mailto:george@newprinceconcrete.com">george@newprinceconcrete.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% \$	\$5,379,750.00	<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. <input checked="" type="checkbox"/> Activities in Iran
T&T Commonwealth Construction 460 Faraday Avenue Jackson, NJ 732-901-7400 <a href="mailto:ttoom84@optonline.net">ttoom84@optonline.net</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> Activities in Iran
William J. Guarini, Inc. 132 Mallory Avenue Jersey City, NJ 201-656-1530 <a href="mailto:david@guariniplumbing.com">david@guariniplumbing.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> Activities in Iran



Contract 17-B-26  
Lead Service Line Replacement  
Clifton, Passaic, Paterson and Prospect Park

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Dewcon, Inc. 10 Forbes Ct Basking Ridge, NJ 07920 <a href="mailto:dewconinc@yahoo.com">dewconinc@yahoo.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> Activities in Iran
Metra Industries 50 Muller Place Little Falls, NJ 07424 b-26 <a href="mailto:jmugno@metraindustries.com">jmugno@metraindustries.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000	\$6,183,500.00	<input checked="" type="checkbox"/> Business Registration Cert <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> Activities in Iran

**RESOLUTION: 17-24**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT T-0115 10-X-21041 76355**  
**PROCUREMENT OF LABORATORY EQUIPMENT**

**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, Passaic Valley Water Commission (PVWC) requires the procurement of one (1) ion chromatography dual pump analytical isocratic and related appurtenances ("Laboratory Equipment") to facilitate PVWC's ongoing and additional regulatory mandated sampling, including testing for chlorates and phosphates in PVWC's distribution system; 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 Laboratory Equipment in the total amount of \$90,341.73 from Thermo Electron North America, LLC of Madison, Wisconsin (the "Awardee") under State Contract T-0115 10-X-21041 76355 (herein the "State Contract") as set forth in the Director of Purchasing's memorandum dated March 7, 2017 a copy of which, along with other relevant information, 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 Laboratory Equipment under the applicable New Jersey State Contract is hereby approved and awarded to the Awardee in the appropriate amount; all 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 said procurement under the State Contract as set forth hereinabove.

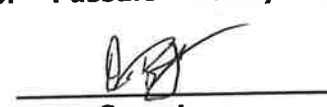
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission


  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
\_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT T-0115 10-X-21041 76355  
PROCUREMENT OF ONE (1) ION CHROMATOGRAPH FOR  
THE LABORATORY DEPARTMENT**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED MARCH 7, 2017  
PVWC'S FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT INFORMATION**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: March 7, 2017

**FROM:** Purchasing Department

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

**RE:** **State Contract Purchase – Contract # T-0115 / ICS-5000 Dual Pump**

The Lab Has Requested Approval Purchase a ICS-5000 Dual Pump Analytical Isocratic

The State Contract purchase will be from **Thermo Electron North American, LLC** of Madison WI, in the amount of \$90,341.73 The Finance Department has “Certified the Availability of Funds” (attached).

**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 # T-0115 / ICS-5000 Dual Pump**

Amount of Project or Contract: \$90,341.73

1. Acct: # 001-0901-419-95-26 Lab Equipment

TERM CONTRACT SEARCH BY TNUMBER

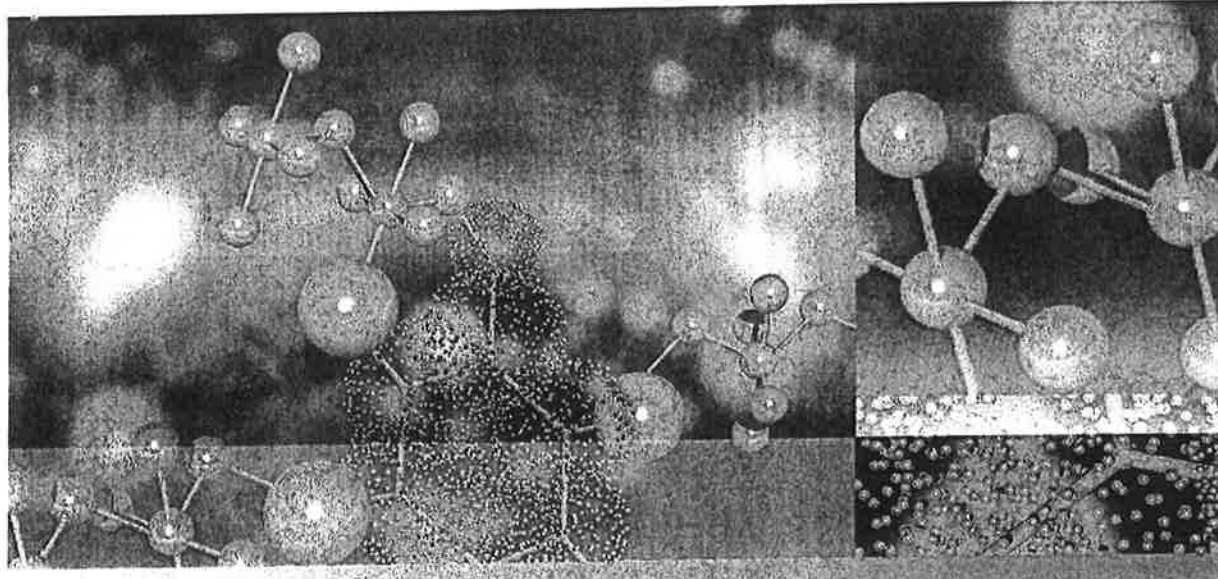
[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0115 10-x-21041	SCIENTIFIC EQUIPMENT ACCESSORIES MAINTENANCE AND SUPPLIES	THERMO ELECTRON NORTH AMERICA	76355
<a href="#">TOP</a>			

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)







*PVWC quote for ICS-5000 dual pump*

CPQ-00057016

March 9, 2017

Passaic Valley Water Commission

Geri Sperling

800 Union Blvd  
Totowa New Jersey 07512  
United States

**ThermoFisher**  
SCIENTIFIC

# Sales Quotation

<b>Quote Number</b>	<b>Quotation Date</b>	<b>Expiration Date</b>	<b>Page</b>
CPQ-00057016	March 9, 2017	March 31, 2017	2
<b>Lead Time</b>	<b>Payment Terms</b>	<b>Freight Terms</b>	<b>PO Submission</b>
	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	See the end page
<b>Company Name</b>		<b>Customer Name</b>	
Passaic Valley Water Commission		Geri Sperling	

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

NJ State Contract #76355  
 This quote includes Full Warranty Coverage on Parts and Labor for 3 years. The extended warranty is discounted.  
 The quote includes 2 days of onsite IC training. This training will include software, system operation, maintenance, and IC theory. Trainee will receive training binders and certificate.

**Customer Information:**

Customer Name: Geri Sperling  
 Company Name: Passaic Valley Water Commission  
 Address: 800 Union Blvd  
 Totowa New Jersey 07512  
 United States  
 Phone: (973) 237-2040  
 Email: gsperling@pvwc.com

**Sales Contact Information:**

Contact Name: Tucker Lincoln  
 Phone: +1 (845) 598-4631  
 Email: tucker.lincoln@thermofisher.com

**PVWC quote for ICS-5000 dual pump**

Item	Description	Unit Price	Qty	Discount	Total Price
1.3	075926 PROD, DP, STD, ISO-ISO, +DGAS, ICS5+ Dual Pump, Analytical Isocratic	\$27,654.34	1	\$4,977.78	\$22,676.56
1.4	074921 AS-AP Autosampler, Base Configuration AS-AP Autosampler AS-AP Autosampler, Base Configuration	\$16,303.85	1	\$2,934.69	\$13,369.16
1.1	960708 CBL,3COND,LINE CORD,US Power Cord US	\$0.01	3	\$0.00	\$0.03
1.2	072058 PROD,EO+4 ELUENT BTLS,ICS5 Organizer with 4x 2L Bottles	\$1,138.71	1	\$204.97	\$933.74

A part of: **ThermoFisher**  
**SCIENTIFIC**

Thermo Electron North America LLC

## Sales Quotation

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CPQ-00057016	March 9, 2017	March 31, 2017	3
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Passaic Valley Water Commission		Geri Sperling	

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711

1400 Northpoint Parkway  
 West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Discount	Total Price
1.5	074936 PROD,ASSY,RACK,40 VIAL,AS-AP AS-AP 1.5/0.3 mL Vial Tray	\$156.84	3	\$84.69	\$385.83
1.6	074123 PROD,ASSY,VLV,RHEO,2/6,TITAN-HP,PK Valve Assembly, includes one 2 way 6-port Valve and Mounting Hardware	\$1,934.45	1	\$348.20	\$1,586.25
1.7	075943 DC Module with 2x Injection valve, ICS5+ Detector Compartment, Dual Temperature Zones, Two Injection Valves, Standard Bore	\$23,207.95	1	\$4,177.43	\$19,030.52
1.8	062036 ASSY,TBG,MCR BORE,SYS2(BLU),DC DC Microbore Tubing Kit for Second Channel	\$383.16	1	\$38.32	\$344.84
1.9	079829 CD Conductivity Detector, ICS-3/ICS-5 CD Conductivity Detector, ICS-3/ICS-5 Conductivity Detector and Integrated Cell CD Conductivity Detector (analytical) and Integrated Cell	\$3,389.09	2	\$1,220.07	\$5,558.11
1.10	076137 PC,DELL,9020,INTEL CORE I7,W7-64,RoHS	\$1,666.47	1	\$299.96	\$1,366.51
1.11	071664 MONITOR,DELL,U2414H,RoHS	\$370.33	1	\$66.66	\$303.67
1.12	071762 PROD,WSS,CM7,IC Chromeleon 7 - WorkStation Secure, IC	\$6,906.81	1	\$1,243.23	\$5,663.58
1.19	702-033700 1 DAY IC/ASE TRNG COURSE -CUST SITE	\$2,000.00	2	\$400.00	\$3,600.00
1.13	051786 PROD,COL,IP,AS9-HC,4X250MM IonPac AS9-HC Analytical Column (4 x 250 mm)	\$1,095.49	1	\$109.55	\$985.94
1.14	051791	\$363.62	1	\$36.36	\$327.26

Thermo Electron North America LLC

A part of: **ThermoFisher**  
 S C I E N T I F I C

# Sales Quotation

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CPQ-00057016	March 9, 2017	March 31, 2017	4
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	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	See the end page
<b>Company Name</b>		<b>Customer Name</b>	
Passaic Valley Water Commission		Geri Sperling	

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711

1400 Northpoint Parkway  
 West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Discount	Total Price
1.15	052244 PROD,COL,IP,AG9-HC,4X50MM IonPac AG9-HC Guard Column (4 x 50 mm)	\$1,051.18	1	\$105.12	\$946.06
1.16	052248 PROD,COL,IP,AS9-HC,2X250MM IonPac AS9-HC Analytical Column (2 x 250 mm)	\$343.24	1	\$34.32	\$308.92
1.17	082540 PROD,COL,IP,AG9-HC,2X50MM IonPac AG9-HC Guard Column (2 x 50 mm)	\$1,018.88	1	\$101.89	\$916.99
1.18	082541 Suppressor AERS 500, 4mm, for Anions	\$1,018.88	1	\$101.89	\$916.99
1.20	701-014000 UTY YR 2OR3 EXT WAR AS-AP BASE CONFIG	\$1,573.00	2	\$566.28	\$2,579.72
1.21	701-013300 UTY YR 2OR3 EXT WAR ICS3/5 DP ANA WDG	\$2,190.00	2	\$788.40	\$3,591.60
1.22	701-013600 YR 2OR3 EXT WAR DC DET 2 INJ VLV SB MB	\$2,146.00	2	\$772.56	\$3,519.44
1.23	701-013900 EXT WAR YR 2 OR 3 OPT ADD ON CD ED DET	\$318.00	2	\$114.48	\$521.52
1.24	701-847000 OPTIONAL ADD-ON CD ED DETECTORS	\$432.00	2	\$155.52	\$708.48

Item	Description	Unit Price	Qty	Discount	Total Price
2.0	701-086201 YEAR 2 AND 3 IC/SP PARTS ONLY WARRANTY	\$0.01	1	\$0.00	\$0.01

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**SCIENTIFIC**

Thermo Electron North America LLC

# Sales Quotation

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CPQ-00057016	March 9, 2017	March 31, 2017	5
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Passaic Valley Water Commission		Geri Sperling	

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

<b>Quote Subtotal:</b>	<b>\$109,024.10</b>
<b>Promotions / Discounts:</b>	<b>- \$18,882.37</b>
<b>Quote total less discounts:</b>	<b>\$90,141.73</b>
<hr/>	
<b>Shipping:</b>	<b>\$200.00</b>
<b>Quotation Totals:</b>	<b>\$90,341.73</b>

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state & local taxes in addition to the price stated on this quotation.

A part of: **ThermoFisher**  
**SCIENTIFIC**

Thermo Electron North America LLC

**TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES**

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") [Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.
- (a) **Work Time** – shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.
- (b) **Travel Time** – shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.
- (c) **Standby Time** – shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.
- (d) **Standard Rate** – the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.
- (e) **Overtime Rate** – if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.
- (f) **Double Time Rate** – the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.
3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.
- 5.A. **PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as

**TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES**

the result of such delay.

5. **B. CANCELLATION OR CHANGES BY BUYER** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to

Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be.

All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and

**TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES**

reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

**9. INDEMNIFICATION.**

**9.1 By Seller.** Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional

expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

**9.2 By Buyer.** Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

**10. SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

**11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF



**TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES**

WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. **SUPPORT PLAN TERMS AND CONDITIONS.**

A. **General.** In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. **Term.** (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("Term"). To renew the Support

Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("Renewal"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. **Pricing and Pricing Assumptions.** Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. **Parts and Consumables:** The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. **Key Operator:** Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. **Equipment Modification:** Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. **Support Services Warranty:** Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES

**TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES**

WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

I. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

- (a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.
- (b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;
- (c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;
- (d) Beta-site support;
- (e) Service calls made to train operators; and/or
- (f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

J. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any

discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples.

## Purchase Order - Submission Details

Quote Number	Quotation Date	Expiration Date	Page
CPQ-00057016	March 9, 2017	March 31, 2017	11
Lead Time	Payment Terms		PO Submission
	NET 30 DAYS UPON INVOICE DATE		See below
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	

Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711

1400 Northpoint Parkway  
West Palm Beach FL 33407

**To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.**

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711

or

Thermo Electron North America LLC  
1400 Northpoint Parkway  
West Palm Beach FL 33407

**Complete System Orders:**

Fax: 412-200-6542

e-mail: [usmad.orderprocessing@thermofisher.com](mailto:usmad.orderprocessing@thermofisher.com)

**Parts or Service Orders:**

Fax: 877-680-2565

e-mail: [USMAD.ServiceOE.PO@thermofisher.com](mailto:USMAD.ServiceOE.PO@thermofisher.com)

**Notes:**

- Items marked with an asterisk (\*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD.

A part of: **ThermoFisher**  
S C I E N T I F I C

Thermo Electron North America LLC

**Purchase Order - Submission Details**

<b>Quote Number</b>	<b>Quotation Date</b>	<b>Expiration Date</b>	<b>Page</b>
CPQ-00057016	March 9, 2017	March 31, 2017	12
<b>Lead Time</b>	<b>Payment Terms</b>		<b>PO Submission</b>
	NET 30 DAYS UPON INVOICE DATE		See below
<b>Inco Terms 1</b>	<b>Inco Terms 2</b>	<b>Shipping Method</b>	
Origin - Prepay And Add		Fed Ex Ground	

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

BUYER		SELLER	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Print Title:	_____	Print Title:	_____
Date:	_____	Date:	_____

\_\_\_\_\_ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for \_\_\_\_\_ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

**RESOLUTION: 17-25**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on February 28, 2017 for Contract 17-B-4 "Flocculation Aid Dry Polymer"; and

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

**WHEREAS,** in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the one bid received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

**WHEREAS,** the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

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

1. That the single bid received by PVWC on February 28, 2017, with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract 17-B-4 "Flocculation Aid Dry Polymer" in accordance with these findings and applicable law, and to

perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

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

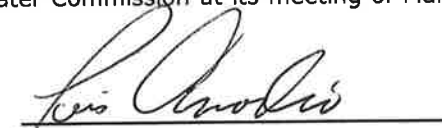
  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
\_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 6, 2017

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 17-B-4 Flocculation Aid Dry Polymer**

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

One (1) bid was received, that of Polydyne Inc, of Riceboro, Georgia, in the amount of **\$275,730.00**

Respectfully submitted,

Gregg B. Lucianin  
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:

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Description of Project or Contract: **17-B-4 Polydyne, Inc.**

Amount of Project or Contract: \$ 275,730.00  
1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

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

Other comments: Two (2) Year Contract Commencing: March 2017  
Flocculation Aid Dry Polymer

Date of Certification: 03/06/2017 Certified: \$ 275,730.00

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:gbf

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Contract 17-B-4  
Flocculation Aid Dry Polymer

Bids Received: 2/28/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Polydyne Inc. One Chemical Plant Road Priceboro, GA 31323 912-880-2089 swells@sinfnc.com	Certified Check Cashier's Check Bid Bond X 10% Not to Exceed \$20,000.00	\$275,730.00	X Business Registration Cert. X PWWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. Activities in Iran

**RESOLUTION: 17-26**  
**PASSAIC VALLEY WATER COMMISSION**  
**RESOLUTION AUTHORIZING THE PASSAIC VALLEY**  
**WATER COMMISSION TO ISSUE AND EXECUTE A BOND IN**  
**ACCORDANCE WITH THE "PASSAIC COUNTY**  
**HIGHWAY OPENING AND USE RESOLUTION"**

**DATE OF ADOPTION: MARCH 17, 2017**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, the Passaic Valley Water Commission ("PVWC") needs to make certain repairs on roadways which are located within the boundaries of the County of Passaic and some of which are owned by the County of Passaic; and

**WHEREAS**, on December 30, 2015 the Passaic County Board of Chosen Freeholders adopted a "Passaic County Highway Opening and Use Resolution" requiring all Local Units to comply with certain requirements before making any repairs to a County road, and a copy of the said resolution is on file and available for inspection in the Office of PVWC's Administrative Secretary; and

**WHEREAS**, in accordance with the above requirements and prior to undertaking any repairs, a Performance Bond must be posted with Passaic County to insure that the said roadways will be properly excavated and restored, and a Certificate of Insurance must also be provided to the County of Passaic; and

**WHEREAS**, a copy of the County of Passaic's correspondence dated January 31, 2017, along with a copy of the required Certificate of Insurance naming the County of Passaic as a Certificate Holder, and the form of Performance Bond, are attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Passaic County Board of Chosen Freeholders have indicated that they will accept a municipality's own Bond in lieu of a Bond issued by a Surety Bonding Company; and

**WHEREAS**, the Commissioners of PVWC desire to satisfy this requirement in order to undertake all necessary roadway repairs;

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

1. The Commissioners of PVWC hereby authorize the issuance and execution of a Performance Bond in the amount of One-Hundred Thousand Dollars (\$100,000.00).
2. That the appropriate officials of PVWC are hereby authorized to execute any and all instruments relating hereto and that a copy of this Resolution, along with the Performance Bond and Certification of Insurance, be forwarded to the Passaic County Board of Chosen Freeholders.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>VANNOY, R.</b>	<u>X</u>	—	—	—
<b>BLUMENTHAL, D.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>RODRIGUEZ, I.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.


  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
\_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 17, 2017.

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



# County of Passaic

Administration Building Annex  
307 Pennsylvania Avenue • Paterson, New Jersey 07503

ROAD DEPARTMENT

Kenneth A. Simpson, CPWM  
Passaic County  
Supervisor of Roads

TEL: (973) 881-4500  
FAX: (973) 742-2498  
kenneths@passaiccountynj.org

January 31, 2017

Patrick Porcaro, P.E.  
Principal Engineer  
Paterson Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

Dear Mr. Porcaro:

Dear Sir/Madam,

Please be advised that the Passaic Valley Water Commission must update the Performance Bond in the amount of \$100,000.00 and Certificate of Insurance which is on file with the Passaic County Road Department. The required documents are needed to obtain a Highway Opening and Use Permit, and must be submitted no later than April 1, 2017.

The Performance Bond shall specify that it will be effective and remain in full force for a period of two (2) years after the date of the final pavement restoration inspection of a road opening.

The Certificate of Insurance shall name the County of Passaic as a Certificate Holder.

If you have any questions, please do not hesitate to call the Road Department Clerk, Gladys De Jesus, at this office Monday thru Friday from 8:00am to 3:00pm at (973) 881-4500.

Sincerely Yours,

Kenneth A. Simpson  
Supervisor of Roads, CPWM

KAS/gdj  
Attachment: Bond Sample



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2017

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

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

<b>PRODUCER</b> Capacity Coverage Company One International Blvd. 3rd Floor Mahwah NJ 07495	<b>CONTACT NAME:</b> JON ZIMAN <b>PHONE (A/C, No, Ext):</b> 201-661-2000 <b>FAX (A/C, No):</b> 201-661-2499 <b>E-MAIL ADDRESS:</b> jalimi@capcoverage.com <hr/> <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Munich Reinsurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES**      **CERTIFICATE NUMBER: 519482368**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefit <hr/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	163247-3012967-2017	1/1/2017	1/1/2018	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$20,000,000
							PRODUCTS - COMPROP AGG	\$20,000,000
							MEL/JIF Retention	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	163247-3012967-2017	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							MEL/JIF Retention	\$1,000,000
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$2,000,000			163247-3012967-2017	1/1/2017	1/1/2018	EACH OCCURRENCE	\$
							AGGREGATE	\$10,000,000
							POL/EPLI/EL CLAIM	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b>  County of Passaic 307 Pennsylvania Avenue Paterson NJ 07503	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that the PASSAIC VALLEY WATER COMMISSION, a body politic and corporate of the State of New Jersey, is held and firmly bound unto the COUNTY OF PASSAIC, a body politic and corporate of the State of New Jersey, in a sum not exceeding One Hundred Thousand Dollars (\$100,000.00), lawful money of the United States of America, to be paid to the said COUNTY OF PASSAIC, or to its certain attorney, successors or assigns, for which payment well and truly to be made, it binds itself and its successors firmly by these presents.

**WITNESS** and duly attested this fifteenth day of March, 2017, by appropriate and authorized representatives of the PASSAIC VALLEY WATER COMMISSION.

**THE CONDITION OF THIS OBLIGATION** is such that if the above-named PASSAIC VALLEY WATER COMMISSION shall well and properly excavate and restore, at its expense, the surface and foundation of any road, street or highway of the said COUNTY OF PASSAIC for which an opening permit is issued to it, shall maintain the same in proper condition for a period of two (2) years from the date of approval of such completed work by the Passaic County Road Supervisor in accordance with any and all applicable and lawful provisions of the "Passaic County Highway Opening and Use Resolution" adopted December 30, 2015 as may be amended from time-to-time, when this obligation shall be void, otherwise it shall remain in full force and effect.

**THIS PERFORMANCE BOND** is filed with the County of Passaic in accordance with the requirements of the aforesaid Resolution and in lieu of any and all security deposits otherwise required thereunder.

**THIS PERFORMANCE BOND** supersedes and cancels any street opening bonds of earlier date which may be on file with the COUNTY OF PASSAIC.

PASSAIC VALLEY WATER COMMISSION

Attest: \_\_\_\_\_  
DAVID BLUMENTHAL  
Secretary

By: \_\_\_\_\_  
GERALD FRIEND  
President

**STATE OF NEW JERSEY:**

**:SS.:**

**COUNTY OF PASSAIC :**

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary