



# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-90

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: SEPTEMBER 14, 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: SANCHEZ AYES: 6 Time: 10:01 a.m.

### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
IDIDA RODRIGUEZ	X			
ROBERT VANNOY	X			
JEFFREY LEVINE	10:03			
JOSEPH KOLODZIEJ	X			
RIGO SANCHEZ	X			
DAVID BLUMENTHAL	X			
GERALD FRIEND	X			

  
 \_\_\_\_\_  
 PRESIDENT  
 GERALD FRIEND

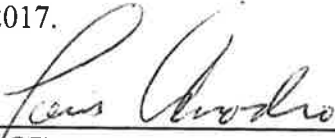
  
 \_\_\_\_\_  
 SECRETARY  
 DAVID BLUMENTHAL



## 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 September 14, 2017.

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

**RESOLUTION: 17-91**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract No. 15-B-11 "Furnish and Deliver Fire Hydrants" (the "Contract"), HD Supply Waterworks, LTD of Edison, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 24, 2015; and

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

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

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about November 23, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

**WHEREAS**, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 24, 2017 and ending on November 23, 2019; all as indicated in the Director of Engineering's memorandum dated September 5, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS**, a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated September 5, 2017) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$931,523.35; and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract No. 15-B-11 "Furnish and Deliver Fire Hydrants" to HD Supply Waterworks, LTD of Edison, New Jersey commencing November 24, 2017 and expiring on November 23, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$931,523.35.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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 September 14, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-11  
"FURNISH AND DELIVER FIRE HYDRANTS"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 5, 2017**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 5, 2017  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 15-B-11 "Furnish and Deliver Fire hydrants"

Under Contract 15-B-11 "Furnish and Deliver Fire Hydrants", HD Supply Waterworks, LTD of Edison, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on November 24, 2015. This 2-year contract, which is otherwise scheduled to end on or about November 23, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum, along with the Contractor's correspondence (both dated September 5, 2017) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-11 be extended for a 2-year period of time beginning November 24, 2017 and ending on November 23, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$931,523.35.

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



**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-11  
"FURNISH AND DELIVER FIRE HYDRANTS"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
AND CONTRACTOR'S CORRESPONDENCE  
(BOTH DATED SEPTEMBER 5, 2017)**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 1, 2017

FROM: Purchasing Department

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

RE: **Contract # 15-B-11 "Furnish And Deliver Fire Hydrants"**

The above referenced contract is due to expire 11/23/2017. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **HD Supply Water Works.**, has agreed to a two (2) year extension at no increase in cost. The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current Contract Amount (Two Years) = \$931,523.35

**Extension Amount (Two Years) = \$931,523.35**

Respectfully submitted,

Gregg B. Lucianin  
Purchasing Agent

cc: L. Amodio  
J. Duprey

**Duprey, Jim**

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**From:** Schweighardt, Frederick J <Fred.Schweighardt@hdsupply.com>  
**Sent:** Friday, September 01, 2017 4:37 PM  
**To:** Duprey, Jim  
**Cc:** Lucianin, Gregg  
**Subject:** 2 Year Extension Contract 15-B-11 F & D Fire Hydrants

HD Supply Waterworks will extend the contract for 2 years for fire hydrants. There will be a 0% increase.

Thanks,

**Fred Schweighardt**  
Sales Representative  
Core&Main  
732.225.1039 office  
732.225.5313 fax  
908.872.9730 mobile  
[Fred.schweighardt@hdsupply.com](mailto:Fred.schweighardt@hdsupply.com)



(Formerly HD Supply Waterworks)

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-11  
"FURNISH AND DELIVER FIRE HYDRANTS"**

**PVWC'S FINANCIAL CERTIFICATION**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract Extension: **15-B-11 - HD Supply Waterworks, LTD**

Amount of Project or Contract: \$ 931,523.35

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

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two Year Contract Extension Commencing: November 2017  
Furnish and Deliver Fire Hydrants

Date of Certification: 09/01/2017 Certified: \$ 931,523.35



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION: 17-92**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract No. 15-B-12 "Sodium Hypochlorite" (the "Contract"), Univar USA, Inc. of Middletown, Pennsylvania (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing October 21, 2015; and

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

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

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about October 20, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

**WHEREAS**, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance

bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

**WHEREAS**, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning October 21, 2017 and ending on October 20, 2019; all as indicated in the Director of Engineering's memorandum dated September 5, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS**, a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated September 5, 2017) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$862,650.00; and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract No. 15-B-12 "Sodium Hypochlorite" to Univar USA, Inc. of Middletown, Pennsylvania commencing October 21, 2017 and

expiring on October 20, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$862,650.00.

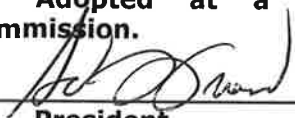
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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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**

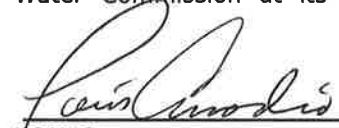
  
 \_\_\_\_\_  
**Secretary**  
**DAVID BLUMENTHAL**

**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 September 14, 2017.



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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-12  
"SODIUM HYPOCHLORITE"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 5, 2017**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 5, 2017  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 15-B-12 "Sodium Hypochlorite"

Under Contract 15-B-12 "Sodium Hypochlorite", Univar USA, Inc. of Middletown, Pennsylvania (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on October 21, 2015. This 2-year contract, which is otherwise scheduled to end on or about October 20, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum, along with the Contractor's correspondence (both dated September 5, 2017) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-12 be extended for a 2-year period of time beginning October 21, 2017 and ending on October 20, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$862,650.00.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-12  
"SODIUM HYPOCHLORITE"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
AND CONTRACTOR'S CORRESPONDENCE  
(BOTH DATED SEPTEMBER 5, 2017)**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 5, 2017

FROM: Purchasing Department

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

RE: **Contract # 15-B-12 " Sodium Hypochlorite "**

The above referenced contract is due to expire 10/20/17. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

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

Current Contract Amount (Two Years) = \$862,650.00

**Extension Amount (Two Years) = \$862,650.00**

Respectfully submitted,

Gregg B. Lucianin  
Purchasing Agent

cc: L. Amodio  
J. Duprey

**Duprey, Jim**

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**From:** Kirsten Bimler <kirsten.bimler@univar.com>  
**Sent:** Tuesday, September 05, 2017 8:19 AM  
**To:** Duprey, Jim  
**Cc:** Kirsten Bimler; Lucianin, Gregg  
**Subject:** FW: Contract 15-B-12 Sodium Hypochlorite 2-Year Extension

Good morning.

Univar accepts the offer to extend this contract for an additional two years at the current price of \$.6390

The contract would run 10/21/17-10/20/19.

Please let me know if there is anything else you might need.

**Kirsten Bimler**  
Municipal Specialist  
**Univar**  
T +1-717-948-5370

**From:** Duprey, Jim [<mailto:JDUPREY@PVWC.com>]  
**Sent:** Friday, September 01, 2017 3:06 PM  
**To:** Kirsten Bimler  
**Cc:** Lucianin, Gregg  
**Subject:** Contract 15-B-12 Sodium Hypochlorite 2-Year Extension

Please try to e-mail us Univar's response today (or Monday the latest) if at all possible with the correct dates (10/21/2017 to 10/20/2019).

Our Commission Meeting was moved up and if I don't get the contract extension resolution to them ASAP, we will have to prepare and issue a new contract for public bid. Thanks.

**From:** Lucianin, Gregg  
**Sent:** Thursday, August 31, 2017 4:37 PM  
**To:** Kirsten Bimler  
**Cc:** Duprey, Jim  
**Subject:** RE: 2 Year Extension Contract 15-B-12

Kirsten,

The current contract was awarded 10/21/2015 and expires 10/20/2017 unit price .6390 so can you please resend your email with the correct dates of the new contract 10/21/2017 to 10/20/2019

Thank you

Gregg B Lucianin  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Ave, Clifton NJ 07011  
973-340-4316-P  
973-340-5584-F  
[glucianin@pvwc.com](mailto:glucianin@pvwc.com)

**From:** Kirsten Bimler [<mailto:kirsten.bimler@univar.com>]  
**Sent:** Thursday, August 31, 2017 9:17 AM  
**To:** Lucianin, Gregg  
**Cc:** Duprey, Jim; Kirsten Bimler  
**Subject:** RE: 2 Year Extension Contract 15-B-12

Good morning.

Univar accepts the offer to extend this contract for an additional two years at the current price of \$.6390

The contract would run 12/01/17-11/30/19.

Please let me know if there is anything else you might need.

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-12  
"SODIUM HYPOCHLORITE"**

**PVWC'S FINANCIAL CERTIFICATION**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract Extension: **15-B-12 - Univar USA, Inc.**

Amount of Project or Contract: \$ 862,650.00

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

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two (2) Year Contract Extension Commencing: October 2017  
Sodium Hypochlorite

Date of Certification: 09/05/2017 Certified: \$ 862,650.00



**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION: 17-93**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services" (the "Contract"), JR Haftek Co., Inc. of Paterson, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing October 21, 2015; and

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

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

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about October 21, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

**WHEREAS,** it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning October 21, 2017 and ending on October 20, 2019; all as indicated in the Director of Engineering's memorandum dated September 1, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS,** a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated August 30, 2017) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS,** the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$990,000.00; and

**WHEREAS,** PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services" to JR Haftek Co., Inc. of Paterson, New Jersey commencing October 21, 2017 and expiring on October 20, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$990,000.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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.

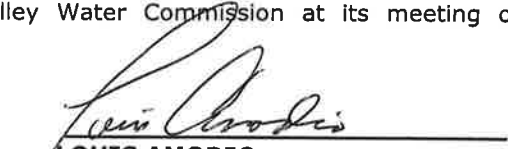
  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
\_\_\_\_\_  
**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 September 14, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-14  
"TRENCH SPOILS, ASPHALT AND CONCRETE  
REMOVAL AND DISPOSAL SERVICES"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 1, 2017**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 1, 2017  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services"

Under Contract 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services", JR Haftek Co. of Paterson, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on October 21, 2015. This 2-year contract, which is otherwise scheduled to end on or about October 20, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated August 30, 2017) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-14 be extended for a 2-year period of time beginning October 21, 2017 and ending on October 20, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$990,000.00.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-14  
"TRENCH SPOILS, ASPHALT AND CONCRETE  
REMOVAL AND DISPOSAL SERVICES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
AND CONTRACTOR'S CORRESPONDENCE  
(BOTH DATED AUGUST 30, 2017)**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 30, 2017

FROM: Purchasing Department

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

RE: **Contract # 15-B-14 " Removal Of Trench Spoils, Asphalt & Concrete"**

The above referenced contract is due to expire 10/20/17. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

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

Current Contract Amount (Two Years) = \$990,000.00

**Extension Amount (Two Years) = \$990,000.00**

Respectfully submitted,

Gregg B. Lucianin  
Purchasing Agent

cc: L. Amodio  
J. Duprey



**Duprey, Jim**

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**From:** Roger Haftek <Haftek@msn.com>  
**Sent:** Wednesday, August 30, 2017 12:50 PM  
**To:** Duprey, Jim  
**Cc:** Lucianin, Gregg  
**Subject:** Extension of Contract No. 15-B-14

**Jim,**

**J.R. haftek Co. Inc. agrees to a Two Year Extension of Contract No. 15-B-14  
"Trench Spoils, Asphalt and Concrete Removal and Disposal Services",  
at a 0% increase in unit prices.**

**Roger Haftek**

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-14  
"TRENCH SPOILS, ASPHALT AND CONCRETE  
REMOVAL AND DISPOSAL SERVICES"**

**PVWC'S FINANCIAL CERTIFICATION**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract Extension: **15-B-14 - J.R. Haftek Company, Inc.**

Amount of Project or Contract: \$ 990,000.00

1. Acct: # 001-0901-419-95-42 Purchases-Services / Outside Contractors

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two Year Contract Extension Commencing: October 2017  
Trench Spoils, Asphalt and Concrete Removal and Disposal Services

Date of Certification: 08/30/2017 Certified: \$ 990,000.00

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:gb1

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**RESOLUTION:17-94**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract 15-B-16 "Removal and Disposal of Process Residuals" (the "Contract"), Spectraserv, Inc. of South Kearny, New Jersey ("Spectraserv") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 24, 2015; and

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

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

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about November 23, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

**WHEREAS**, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 24, 2017 and ending on November 23, 2019; all as indicated in the Director of Engineering's memorandum dated September 1, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS**, a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated August 30, 2017) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$2,684,240.00; and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 15-B-16 "Removal and Disposal of Process Residuals" to Spectraserv, Inc. of South Kearny, New Jersey commencing November 24, 2017 and expiring on November 23, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$2,684,240.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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.

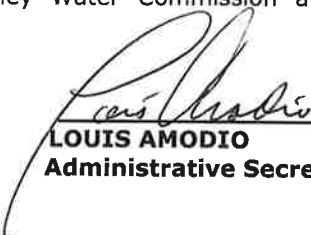
  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

  
\_\_\_\_\_  
**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 September 14, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-16  
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 1, 2017**

**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 1, 2017  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 15-B-16 "Removal and Disposal of Process Residuals"

Under Contract 15-B-16 "Removal and Disposal of Process Residuals", Spectraserv, Inc. ("Spectraserv") of South Kearny, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on November 24, 2015. This 2-year contract, which is otherwise scheduled to end on or about November 23, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum, along with the Contractor's correspondence (both dated August 30, 2017) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-16 be extended for a 2-year period of time beginning November 24, 2017 and ending on November 23, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$2,684,240.00.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-16  
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
AND CONTRACTOR'S CORRESPONDENCE  
(BOTH DATED AUGUST 30, 2017)**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 30, 2017

FROM: Purchasing Department

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

RE: **Contract # 15-B-16 " Removal And Disposal Of Process Residuals-  
Totowa NJ**

The above referenced contract is due to expire 11/23/2017. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

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

Current Contract Amount (Two Years) = \$2,684,240.00

**Extension Amount (Two Years) = \$2,684,240.00**

Respectfully submitted,

Gregg B. Lucianin  
Purchasing Agent

cc: L. Amodio  
J. Duprey

**Duprey, Jim**

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**From:** Lucianin, Gregg  
**Sent:** Friday, September 01, 2017 2:32 PM  
**To:** Duprey, Jim  
**Subject:** FW: 2 Year Extension Contract 15-B-16

Gregg B Lucianin  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Ave, Clifton NJ 07011  
973-340-4316-P  
973-340-5584-F  
[glucianin@pvwc.com](mailto:glucianin@pvwc.com)

**From:** John Wengryn [<mailto:jwengryn@spectraserv.com>]  
**Sent:** Wednesday, August 30, 2017 8:18 AM  
**To:** Lucianin, Gregg  
**Cc:** Ruth Guerra; Monica Garcia; Steve Wells; Diego Barreiros  
**Subject:** Re: 2 Year Extension Contract 15-B-16

Gregg,  
Spectraserv accepts your offer to extend the subject contract for two years at no additional cost to PVWC.

Sent from my iPhone

On 29 Aug 2017, at 5:03 pm, Lucianin, Gregg <[GLUCIAN@PVWC.com](mailto:GLUCIAN@PVWC.com)> wrote:

John,

PVWC would like to offer a Two Year Extension for Contract 15-B-16 Removal & Disposal Of Process Residuals at 0% Increase.

Please let me know as soon as you can if you agree or decline

Gregg B Lucianin  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Ave, Clifton NJ 07011  
973-340-4316-P  
973-340-5584-F  
[glucianin@pvwc.com](mailto:glucianin@pvwc.com)

Socialize with PVWC!

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[Instagram](#)  
[Twitter](#)

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-16  
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

**PVWC'S FINANCIAL CERTIFICATION**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract Extension: **15-B-16 – Spectraserv, Inc.**

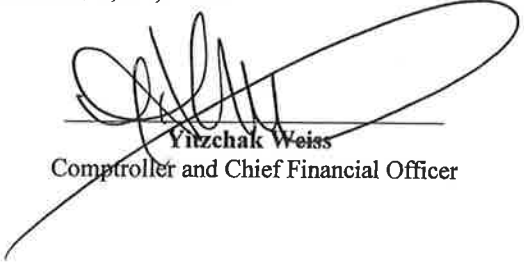
Amount of Project or Contract: \$ 2,684,240.00

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

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two (2) Year Contract Extension Commencing: November 2017  
Removal and Disposal of Process Residuals

Date of Certification: 08/30/2017 Certified: \$ 2,684,240.00

  
Yitzhak Weiss  
Comptroller and Chief Financial Officer

YW:gl

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**RESOLUTION: 17-95**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract No. 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer" (the "Contract"), Polydyne, Inc. of Riceboro, Georgia (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing October 21, 2015; and

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

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

**WHEREAS**, the Contract, otherwise scheduled to end on or about October 20, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

**WHEREAS,** it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning October 21, 2017 and ending on October 20, 2019; all as indicated in the Director of Engineering's memorandum dated September 5, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS,** a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated September 5, 2017) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS,** the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$179,400.00; and

**WHEREAS,** PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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




1. That PVWC hereby authorizes and awards a 2-year extension to Contract No. 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer" to Polydyne, Inc. of Riceboro, Georgia commencing October 21, 2017 and expiring on October 20, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$179,400.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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.

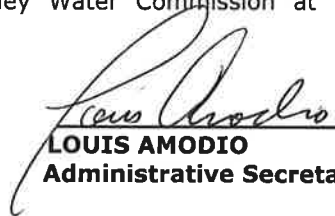
  
\_\_\_\_\_  
President  
**GERALD FRIEND**

  
\_\_\_\_\_  
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 September 14, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-37 (Re-Bid)  
"RESIDUALS THICKENING AID POLYMER"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 5, 2017**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 5, 2017  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 15-B-37 (Re-Bid) "Residuals Thickening Aid polymer

Under Contract 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer", Polydyne, Inc. of Riceboro, Georgia (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on October 21, 2015. This 2-year contract, which is otherwise scheduled to end on or about October 20, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum, along with the Contractor's correspondence (both dated September 5, 2017) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-37 (Re-Bid) be extended for a 2-year period of time beginning October 21, 2017 and ending on October 20, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$179,400.00.

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

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 15-B-37 (Re-Bid)  
"RESIDUALS THICKENING AID POLYMER"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
AND CONTRACTOR'S CORRESPONDENCE  
(BOTH DATED SEPTEMBER 5, 2017**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 5, 2017

FROM: Purchasing Department

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

RE: **Contract # 15-B-37 (Re-Bid) " Residuals Thickening Aid Polymer"**

The above referenced contract is due to expire 10/21/2017. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

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

Current Contract Amount (Two Years) = \$179,400.00

**Extension Amount (Two Years) = \$179,400.00**

Respectfully submitted,

Gregg B. Lucianin  
Purchasing Agent

cc: L. Amodio  
J. Duprey

Emailed to: [glucianin@pwwc.com](mailto:glucianin@pwwc.com)

September 5, 2017

Gregg B. Lucianin  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Ave  
Clifton, NJ 07011

Subject: Contract Extension; 15-B-37 (Rebid) for Residuals Thickening Aid Polymer

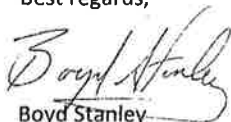
Dear Mr. Lucianin:

Polydyne Inc. is pleased to accept a two-year extension of the subject contract at a -0% increase. The new contract period will be October 21, 2017 through October 20, 2019.

All other terms and conditions will remain the same.

It has been a pleasure doing business with the Passaic Valley Water Commission and we look forward to continuing our valued partnership. If you have any questions regarding this correspondence, please feel free to contact me at (912) 880-8013.

Best regards,



Boyd Stanley  
Vice-President

**PASSAIC VALLEY WATER COMMISSION**  
**2-YEAR EXTENSION OF CONTRACT 15-B-37 (Re-Bid)**  
**"RESIDUALS THICKENING AID POLYMER"**

**PVWC'S FINANCIAL CERTIFICATION**

**EXHIBIT C**



**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: **15-B-37 (Re-Bid) - Polydyne, Inc.**

Amount of Project or Contract Extension: \$ 179,400.00

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

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two (2) Year Contract Extension Commencing: October 2017  
Residuals Thickening Aid Polymer

Date of Certification: 09/5/2017 Certified: \$ 179,400.00



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION: 17-96**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on March 28, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-7 "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System", which bids were rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

**WHEREAS**, in the second solicitation for bids, on August 8, 2017 five (5) bids were received by PVWC for Contract 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System"; and

**WHEREAS**, copies of the Director of Engineering's memorandum and the Director of Purchasing's memorandum (both dated August 31, 2017) are attached hereto and made a part hereof in above-referenced Exhibit A; and

**WHEREAS**, said bids have been reviewed by Gluck Walrath, LLC (Gluck Walrath) of Trenton, New Jersey, the Commission's consultant for this project and a copy of Gluck Walrath's correspondence dated August 30, 2017 summarizing their review of bids received and their recommendations concerning award of the Contract, is also attached hereto and made a part hereof in Exhibit A; and

**WHEREAS**, as can be seen from Gluck Walrath's above-referenced correspondence, Gluck Walrath is recommending that the Contract be awarded to Card Choice Merchant Services, LLC of Fairfield, New Jersey (the "Awardee") with respect to said bid in the

total amount of \$558,673.46; and the Executive Director, the Chief Financial Officer, Director of Engineering, and Director of Purchasing; (and PVWC's General Counsel as to form and legality); concur with Gluck Walrath's recommendations concerning award of said contract; and

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

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

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

1. That Contract No. 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System"; in the total amount of \$558,673.46 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-7 (Re-Bid) 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 September 14, 2017.

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

**PASSAIC VALLEY WATER COMMISSION  
DIRECTOR OF ENGINEERING'S MEMORANDUM  
AND THE DIRECTOR OF PURCHASING'S  
MEMORANDUM (BOTH DATED AUGUST 31, 2017)**

**GLUCK WALRATH'S CORRESPONDENCE  
DATED AUGUST 30, 2017**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: August 31, 2017  
To: Hon. Commissioners  
From: J. Duprey  
cc: J. Bella  
G. Hanley  
L. Amodio  
G. Lucianin  
Re: Contract No. 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System"

In the first solicitation for bids two (2) bids were received on March 28, 2017 for Contract No. 17-B-7 "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System" which bids were rejected for lawful cause and the contract was subsequently re-solicited for bids.

In the second solicitation for bids, on August 8, 2017 five (5) bids were received by PVWC for Contract No. 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System".

Copies of the bids for Contract No. 17-B-7 (Re-Bid) were sent to Gluck Walrath, LLC (Gluck Walrath) of Trenton, New Jersey, PVWC's legal consultant for this project, for review of bids received and to provide recommendations to PVWC concerning award of the Contract.

Attached is a copy of a memorandum dated August 30, 2017 from Gluck Walrath recommending award of Contract 17-B-7 (Re-Bid) to Card Choice Merchant Services, LLC of Fairfield, New Jersey as the lowest responsive responsible bidder in the total amount of \$558,673.46.

Subject to review and approval of the Law Department, it is recommended that Contract 17-B-7 (Re-Bid) be awarded to Card Choice Merchant Services, LLC in the total amount of their bid.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 31, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-7 (RE-Bid)**  
**Electronic Payment System**

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

Of the five (5) bids received, which were reviewed by Gluck Walrath the Consultant for PVWC, the lowest responsive and responsible proposal was submitted by **Card Choice Merchant Services, LLC** of Fairfield, New Jersey, in the amount of **\$558,673.46** (\$279,336.73 annually).

Respectfully submitted,

Gregg B. Lucianin  
Purchasing Agent

cc: L. Amodio  
J. Duprey

**Duprey, Jim**

---

**From:** Andrew Bayer <ABayer@glucklaw.com>  
**Sent:** Wednesday, August 30, 2017 1:59 PM  
**To:** Duprey, Jim  
**Cc:** Michael Bachmann  
**Subject:** RE: Contract 17-B-7 Electronic Payment

Jim-

We have received and reviewed all bids that were submitted to the Passaic Valley Water Commission for Contract #17-B-7. Based upon our legal review of the bids, we have determined that CardChoice Merchant Services LLC d/b/a CardChoice International is the lowest responsive and responsible bidder. CardChoice's bid consisted of a total contract price of \$557,973.46 for the two year contract term, plus \$350.00 in additional annual costs. As such, subject to approval by the Commissioners, we recommend that a two year contract be awarded to CardChoice Merchant Services LLC d/b/a CardChoice International in the amount of \$557,973.46 plus \$350 per year for a total of \$558,673.46. Please note that we do not have the technical expertise to comment upon the technical portion of CardChoice's submission, but we understand that CardChoice is the current vendor so that so long as it has been technically capable of providing the services under its current agreement with the Commission, we do recommend moving forward with this contract award as noted herein.

Andrew Bayer, Esq.  
GluckWalrath LLP  
428 River View Plaza  
Trenton, NJ 08611  
(609) 278-3900 (phone)  
(609) 278-3901 (facsimile)  
[abayer@glucklaw.com](mailto:abayer@glucklaw.com)

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**From:** Duprey, Jim [<mailto:JDUPREY@PVWC.com>]  
**Sent:** Wednesday, August 09, 2017 12:49 PM  
**To:** Andrew Bayer  
**Cc:** Porcaro, Patrick  
**Subject:** FW: Contract 17-B-7 Electronic Payment

If you have any problems accessing the FTP site, please call (or e-mail) Pat Porcaro of PVWC at 973-340-4355. Thanks.

**From:** Duprey, Jim  
**Sent:** Wednesday, August 09, 2017 12:42 PM  
**To:** Andrew Bayer ([ABayer@glucklaw.com](mailto:ABayer@glucklaw.com))



**PASSAIC VALLEY WATER COMMISSION**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: **17-B-7 (Re-Bid) - Card Choice Merchant Services, LLC**

Amount of Project or Contract: \$558,673.46

1. Acct: # 001-0601-416-72-25 Credit Card Services

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

Other comments: Two (2) Year Contract Commencing: September 2017  
Electronic Payment System

Date of Certification: 08/31/2017 Certified: \$558,673.46



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gb1

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**RESOLUTION: 17-97**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 14, 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: **RODRIGUEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on December 21, 2016 the Passaic Valley Water Commission ("PVWC") resolved to award Contract No. 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency Generators" to the successful bidder, Stone Hill Contracting, Inc.; and

**WHEREAS**, § 5.6 of the General Conditions to the Contract provides that the PVWC shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost, which insurance shall be written on a Builder's Risk policy form; and

**WHEREAS**, in order to satisfy § 5.6 of the Contract, the PVWC's insurance consultants, Alamo Insurance Group, Inc. ("Alamo") sought three quotes for Builder's Risk insurance from C.N.A., Hanover, and Travelers insurance companies, and prepared a summary comparison of the three quotes for the PVWC's review and consideration, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the PVWC held a meeting on August 3, 2017 with representatives of Alamo to further discuss, inter alia, the three quotes and to help PVWC to make a choice of which Builder's Risk coverage to bind; and

**WHEREAS**, Alamo recommended the offer of C.N.A. generally as it was substantially more competitive than the other two quotes, and subsequent to the meeting, Alamo sought to acquire a revised and updated quote from C.N.A., including an increase in the line item for demolition costs; and

**WHEREAS**, Alamo Insurance Group, Inc. reported back to the PVWC with a revised quote from C.N.A., increasing demolition cost coverage from \$250,000 to \$1,000,000 for an additional premium of \$358, bringing the total premium for builder's risk coverage to \$22,374.00. See attached hereto a copy of the revised quote from C.N.A. for builder's risk coverage, as Exhibit B;

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

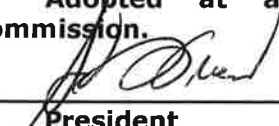
1. That in accordance with Contract No. 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency Generators" PVWC wishes to bind coverage with C.N.A. for Builder's Risk insurance in accordance with C.N.A.'s revised quote (Exhibit B).
2. That the appropriate officers of the Commission are hereby authorized to execute whatever documents are needed to bind coverage, and to take whatever steps are needed to secure and maintain this policy accordance with this Resolution and the submissions provided in connection therewith.


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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

Adopted at a meeting of Passaic Valley Water Commission.


  
 \_\_\_\_\_  
**President**  
**GERRY 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 September 14, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT 15-B-25  
WATER STORAGE IMPROVEMENTS-PHASE 1  
STANDBY EMERGENCY GENERATORS**

**COMPARISON SUMMARY OF QUOTES FOR BUILDER'S RISK INSURANCE  
FROM C.N.A., HANOVER, AND TRAVELERS INSURANCE COMPANIES  
PREPARED BY ALAMO INSURANCE GROUP, INC. ("ALAMO")**

**EXHIBIT A**

800 Union Blvd, Totowa, NJ	C.N.A.	Hanover	Travelers
Term	TBD	TBD	TBD
Rating Base	\$28,500,000	\$28,500,000	\$28,500,000
Hard Costs Limit	\$28,500,000	\$28,500,000	\$28,500,000
Soft Costs Limit	\$0	\$0	\$100,000
Covered Property in Transit	\$2,500,000	\$1,000,000	\$2,500,000
Temporary Storage Limit	\$2,500,000	\$1,000,000	\$2,500,000
Equipment Breakdown	\$28,500,000	\$28,500,000	
- Testing		included	
- Operational Testing	\$28,500,000	included	
<b>Property Sublimits</b>			
Decontamination Expense	\$10,000	\$10,000	
Emergency Removal	included		
Business Personal Property	\$100,000	\$100,000	
Employee Theft	\$25,000	\$0	
Fungi Limited Coverage	\$25,000	\$100,000	\$50,000
Pollutant Cleanup Expense	\$25,000	\$50,000	\$100,000
Trees, Shrubs, Lawn, Sod Plants			
- Per item	\$25,000	\$50,000	\$50,000
- Per Occurrence	\$100,000	\$50,000	\$50,000
Construction Trailers & Contents at Job Site	\$100,000	\$100,000	
Sewer and Drain Back-up	incl. with flood limit	\$100,000	
Earthquake	\$10,000,000	\$10,000,000	\$5,000,000
Flood	\$10,000,000	\$0	\$1,000,000
Policy Level Deductible - per occurrence	\$10,000	\$10,000	\$10,000
Earthquake and Flood Deductible	\$10,000	\$25,000	\$25,000 / \$250,000
<b>Property Additional Limits</b>			
Debris Removal	\$250,000	\$250,000	\$250,000
Expediting Expense	\$100,000	\$100,000	\$500,000
Fire Dept Service Charge	\$50,000	\$50,000	\$100,000
& Extinguishing Exp.	included	\$50,000	included
Temporary Structures	\$25,000	included	
Valuable Papers and Records	\$250,000	\$50,000	\$100,000
<b>Ordinance or Law</b>			
Undamaged Portion of Building	included	Included	
Demolition/Inc Cost Construction	\$250,000	\$1,000,000	\$1,000,000
<b>Total Costs</b>			
Builders Risk	\$20,306.00	\$39,051.00	\$33,863.00
Equipment Breakdown	\$1,710.00	\$4,164.00	included
TOTAL	\$22,016.00	\$43,215.00	\$35,467.00
Terrorism/TRIA (additional)	\$572.00	\$432.00	
State Surcharge = @ 6%	tbd	\$259.29	\$203.00

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT 15-B-25  
WATER STORAGE IMPROVEMENTS-PHASE 1  
STANDBY EMERGENCY GENERATORS**

**REVISED QUOTE FROM C.N.A. FOR BUILDER'S RISK COVERAGE  
ON THE WORK FOR CONTRACT 15-B-25  
PREPARED 8/4/17**

**EXHIBIT B**



# COMMERCIAL INSURANCE PROGRAM



333 S Wabash, Chicago, IL 60604

**Presented to:**

JON ZIMAN  
CAPACITY COVERAGE CO. OF NJ, INC.  
ONE INTERNATIONAL BLVD, 3RD FL  
MAHWAH, NJ 07495

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**Representing:**

Passaic Valley Water Commission  
1525 Main Ave  
Clifton, NJ-07011

---

**Prepared by:**

Renee Legare  
Underwriter / Monoline Inland Marine  
Renee.Legare@cna.com  
908-991-4490

8/4/2017

TO: JON ZIMAN  
CAPACITY COVERAGE CO. OF NJ, INC.

RE: Monoline Builders Risk Property Quotation

Account Name: Passaic Valley Water Commission  
Effective Date: 8/7/2017  
New/Renewal: New  
SBU: Inland Marine  
Program: N/A

**Account Premium Recap**

Coverage	Quote #	Eff/Exp Date	Company	Premium
Monoline Inland Marine	6050122428	08/07/2017 to 08/07/2018	Continental Insurance Company	\$ 22,374 (Prem does not incl TRIA prem)

**Additional Information and Comments Applicable to this Quote:**

Excluding flood coverage for high hazard zones.  
Excluding coverage for Frame and/or JM construction.

Only the relevant insurance policy can provide the full terms, conditions, amounts and exclusions applicable to the coverage herein. The relevant insurance policy will include the Builders Risk Coverage Form and any applicable schedules and endorsements, including any state mandatory endorsements and policy holder notices that may be required. If you have questions about the coverage being quoted, please contact the underwriter who prepared this quote letter.

CNA Inland Marine provides a full range of product offerings including Property, Contractors Equipment, Medical and Scientific Equipment Coverage, Railroad Rolling Stock, Fine Arts coverage for museums, galleries and collectors, Radio and TV Towers and related Communications Equipment, Motor Truck Cargo and other related Transportation products such as Logistics, Freight Brokers, Warehouse Legal Liability and Transportation.

This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first.



Account Name: Passaic Valley Water Commission

**IMPORTANT INFORMATION  
NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM  
AND DISCLOSURE OF PREMIUM**

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium for this coverage will be included for each coverage part as shown below under DISCLOSURE OF PREMIUM and is included in, not in addition to, the premium shown on the Account Premium Recap.

**Disclosure of Premium:**

Quote #	Coverage	Premium	Eff/Exp Date
6050122428	Inland Marine	\$ 574	08/07/2017 to 08/07/2018
	Inland Marine - Fire Following *	\$ -	

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize the Act, in whole or in part, the Act is scheduled to expire December 31, 2014.

The timetable for any further Congressional action respecting the Act is unknown at this time. In the event of expiration of the Act, if your policy provides coverage for losses caused by acts of terrorism, coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

If your policy provides coverage for losses caused by acts of terrorism and if it charges a premium for such coverage, then such premium charge may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of the Act's expiration, in accordance with applicable state law.

\* Due to state Standard Fire Policy regulations, this premium must be retained even if certified acts of terrorism coverage is excluded for locations in the following states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WV, and WI (the same regulations apply to terrorism premium retained for Inland Marine for locations in the states of CA, HI, ME, MO, OR and WI).



## REJECTION OF CERTIFIED ACTS OF TERRORISM COVERAGE

### INSTRUCTIONS TO INSURED:

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism, which is an act committed by an individual or individuals to coerce the government or population of the United States, that results in aggregate losses of \$5 million or more. The 2007 re-authorization no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

You may choose to exclude Certified Acts of Terrorism, as described above. This Rejection of Certified Acts of Terrorism Coverage Form is valid only if fully completed and returned to us. For each Coverage Part rejected, the corresponding "Reject" area must be checked, and the "Policy Number" and "Policy Period" must be indicated. In addition, the SIGNATURE BLOCK (below) must be completed in its entirety. The applicable policy will then be endorsed to exclude terrorism, and the premium recalculated.

The states of CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, and WV have Standard Fire Policy (SFP) statutes that are applicable to your Property and, in CA, ME, MO, OR and WI, to your Inland Marine coverages. In these states, coverage is required to be provided for fire damage that results or follows from any cause of loss, even those that are otherwise excluded. As a result, although certified acts of terrorism are excluded from your policy, we are statutorily required to insure against fire damage that might result from otherwise excluded acts of terrorism. In addition, certain states may not allow coverage for certified acts of terrorism to be rejected for any coverage part. Terrorism coverage can not be rejected for Workers' Compensation in any state.

If the circumstances in the above paragraph apply, the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable Insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Rejection of Certified Acts of Terrorism Coverage Form applies only during the "Policy Period" indicated below. Please consult your CNA agent with any questions regarding this form.



**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

**Account Name:** Passaic Valley Water Commission  
**Policy Number:** IM 6050122428  
**Effective Period:** 08/07/2017 to 08/07/2018

<input type="checkbox"/>	I hereby elect to purchase coverage for losses arising out of certified acts of terrorism, as defined in the Act and subject to all applicable policy provisions.
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<input type="checkbox"/>	I hereby agree to the rejection of terrorism coverage for the listed policy, as indicated above. I understand that a rejection of terrorism coverage means the exclusion of foreign and domestic acts of terrorism that are determined by the Department of Treasury to be Certified Acts of Terrorism as defined in the Terrorism Risk Insurance Act. I also recognize by waiving this coverage, if I so choose to add terrorism coverage on at a later date within this policy term, coverage will not be available if the alert level has been raised above "orange". I hereby agree that I am abiding by the rules and terms of my mortgagee, loss payee or additional insured as interest may appear, and have notified them of my intent to reject coverage.
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**SIGNATURE BLOCK**

<b>By:</b>	_____	_____
	<i>Authorized Representative's Signature</i>	<i>Authorized Representative's Title</i>
	_____	_____
	<i>Named Insured</i>	<i>Date of Signature</i>



## COVERAGE SUMMARY FOR INLAND MARINE - BUILDERS RISK

Account Name: Passaic Valley Water Commission  
 Effective Period: 08/07/2017 to 08/07/2018  
 Company: Continental Insurance Company

### Pricing Summary

	Rating Base	Annual Rate	Premium
General Builders Risk	28,700,000		\$ 20,864
Terrorism			\$ 574
Fire Following			\$ -
Equipment Breakdown			\$ 1,710
<b>Total (Incl. Terrorism, Fire Following &amp; EB if covered)</b>	<b>28,700,000</b>		<b>\$ 22,948</b>

Does not include taxes, fees, and surcharges which are subject to state-specific rules.

Commission	15.0%
Minimum Earned Premium	None
Payment Plan	Agency Bill, Prepaid

### Policy Level Summary

Hard Costs Limit	28,500,000
Existing Buildings or Structures Limit	-
Business Income Limit	100,000
Extra Expense Limit (if "Included", Extra Expense included in the Business Income Limit)	-
Contractual Penalties Limit	-
Soft Costs Limit	100,000
Property in Transit Limit	2,500,000
Temporary Storage Limit	2,500,000
Existing Buildings or Structures Valuation	0

Policy Level Deductible (Unless Where Otherwise Specified)	\$10,000
Time Element Waiting Period (Days)	0
Property in Transit Deductible	\$10,000
Water Damage Deductible	\$10,000
Wind / Hail Deductible	\$0

Wind / Hail Exclusion	Does Not Apply
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Time Element Extensions	
Denial of Access by Civil Authority/Ingress-Egress: # of Days	-
Service Interruption	-

Equipment Breakdown & Testing	Limit	Deductible
Testing	Included	\$10,000
Operational Testing	28,500,000	\$10,000
Equipment Breakdown	28,500,000	\$10,000



**Additional Coverages and Coverage Extensions**

Property Sublimits	Limit
Decontamination Expense	10,000
Emergency Removal	Included
Employee Theft	25,000
Expenses to Reduce a Loss	Included
Fungi Limited Coverage (Annual Aggregate)	25,000
Pollutant Cleanup and Removal (Annual Aggregate)	25,000
Radioactive Contamination	25,000
Trees, Shrubs, Laws, Sod and Plants (Per Item)	25,000
Trees, Shrubs, Laws, Sod and Plants (Per Occurrence)	100,000
Unintentional Errors and Omissions	25,000

Property Additional Limits	Limit	Valuation <sup>1</sup>
Arson and Crime Reward	50,000	
Debris Removal Including Recycling Additional Expense-Additional Amount	250,000	
EDP - Direct Damage	-	
EDP - Data Restoration	-	
Fire Department Service Charge and Extinguishing Expense	50,000	
Furniture and Fixtures	-	
Green Coverage: Certification Protection - Hard Costs Limit	-	
Green Coverage: Certification Protection - Electricity & Water Expense Limit	-	
Jobsite Trailers	100,000	ACV
Loss Adjustment Expense	50,000	
Recharge of Fire Protection Equipment	50,000	
Temporary Structures - Additional Covered Property	25,000	ACV
Temporary Structures - Costs to Dismantle and Re-erect	25,000	
Valuable Papers and Records	250,000	
Ordinance or Law		
Undamaged Portion of the Building or Structure	Included	
Demolition Cost & Increased Cost of Construction	1,000,000	
Inflation Guard		
Damaged Portion of Project - Percentage	Not Covered	
Unbuilt Portion of the Project - Occurrence Limit	-	
Unbuilt Portion of the Project - Percent of Increase	Not Covered	
Machinery, Tools and Equipment		
Itemized List on File Date		
Itemized List on File Limit	Not Covered	-
Other Than Itemized - Per Occurrence	Not Covered	-
Other Than Itemized - Per Item	-	

**NAMED STORM**

Location	Ann Agg Limit	Occur Limit	Occurrence Deductible
All (subject to limits/deductibles shown below)	28,500,000	28,700,000	10,000
Max Per Occurrence Deductible			None

<sup>1</sup> Valuation Abbreviations: ACV = Actual Cash Value; RC = Replacement Cost; AV = Actual Value



**EARTHQUAKE & FLOOD (Coverage applies ONLY in Hazard Areas where a limit is shown.)**

Hazard Area	Earthquake-Volcanic Eruption			Flood		
	Limits		Per Occurrence Deductibles	Limits		Per Occurrence Deductibles
	Annual Agg	Occurrence		Annual Agg	Occurrence	
Critical / High						
Moderate						
Low						
All	\$10,000,000	\$10,000,000	\$10,000	\$10,000,000	\$10,000,000	\$10,000
Maximums	Annual Agg Limit All Locations \$10,000,000		Max Occurrence Deductible	Annual Agg Limit All Locations \$10,000,000		Max Occurrence Deductible

**Additional Conditions & Descriptions**

Collapse of Existing Building Coverage	Does Not Apply
Need for Adequate Insurance Clause	Applies
Permission To Occupy Endorsement	Does Not Apply
Serial Loss Limitation	Does Not Apply
Contingent Coverage	Does Not Apply

**Project Description:**  
Water storage Improvements Phase I, Standby Emergency Generators and Construction of new building. Contract No 15-B-25

**Jobsite Description:**  
800 UNION BLVD, TOTOWA, NEW JERSEY, 7512

**Additional Soft Costs Endorsement:**  
Not Included

**Additional Named Insureds Endorsement:**

**Manuscript Endorsements:**  
None

**Green Certification - Other**



**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: Builders Risk Insurance (C.N.A.) for PVWC Contract 15-B-25

Amount of Project or Contract: \$22,948

1. Acct #: 001-0901-419.95-24 Reservoir Covers

Other Comments:

Date of Certification: September 1, 2017



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

YW:yw

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