



PASSAIC VALLEY WATER COMMISSION

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DATE OF ADOPTION DECEMBER 20, 2017

Approved as to form by the Law Department.

Commissioner VANNOY offered the following Resolution for adoption by the Board and

Second by Commissioner KOLODZIEJ.

WHEREAS, PVWC has historically granted its non-aligned employees (Department Heads, and employees not otherwise covered by a collective bargaining agreement) the same salary increases and other financial benefits granted to employees in the CWA (Blue Collar and Supervisory units); and

WHEREAS, negotiations with the CWA (Blue Collar and Supervisory units) have been ongoing, but settlements have not yet been reached; and

WHEREAS, the PVWC does not wish the protracted negotiations with the CWA to negatively impact its non-aligned employees.

NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

1. That PVWC will grant all non-aligned employees the following annual salary increase for a 5-year term, retroactively effective to January 1, 2017 through December 31, 2021.

a) 2017 - 2.0%

b) 2018 - 2.5%



PASSAIC VALLEY WATER COMMISSION

- c) 2019 - 2.0 %
- d) 2020 - 2.5%
- e) 2021 - 2.0%

2. The stipend for holding or obtaining any college degree or licensure, as defined by the Supervisors Collective Bargaining Agreement, shall be raised by \$250.00.

3. If, at the conclusion of the current round of collective bargaining with the CWA, there are any changes in the Supervisors contract in excess of the amounts listed in Paragraphs 1 and 2 of this Resolution, those greater amounts will also inure to the benefit of the non-aligned employees.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
Rodriguez, I.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Vannoy, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Levine, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Kolodziej, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Sanchez, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Blumenthal, D.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Friend, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



 President



 Secretary

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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 20, 2017.



LOUIS AMODIO
Administrative Secretary



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-125

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: DECEMBER 20, 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: BLUMENTHAL 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 matters 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: VANNOY Time: 9:41 a.m.

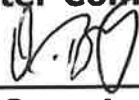
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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


* Arrived at 9:56 a.m.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 20, 2017.



LOUIS AMODIO
Administrative Secretary



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-125B

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: DECEMBER 20, 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: BLUMENTHAL 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 matters 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 Time: 10:46 a.m.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 20, 2017.


LOUIS AMODIO
Administrative Secretary

RESOLUTION: 17-126
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 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: **BLUMENTHAL**

Seconded by Commissioner: **VANNOY**

WHEREAS, on December 5, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-34 "Liquid Ferric Sulfate"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated December 7, 2017 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

WHEREAS, the lowest responsible bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, based on the estimated quantity of 1,000 dry tons, in the amount of \$1,539,000.00; and

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

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

1. That Contract No. 17-B-34 "Liquid Ferric Sulfate" in the total amount of \$1,539,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of

said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-34 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
RODRIGUEZ, I.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
FRIEND, G.	<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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 7, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-34**
Liquid Ferric Sulfate

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by Kemira Water Solutions, Inc. of Lawrence, Kansas, in the amount of \$1,539,000.00

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **17-B-34 - Kemira Water Solutions, Inc.**


Amount of Project or Contract: \$1,539,000.00

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

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

Other comments: One Year Contract Commencing: January 2018
Liquid Ferric Sulfate

Date of Certification: 12/07/2017 Certified: \$1,539,000.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract 17-B-34
Liquid Ferric Sulfate

Bids Received December 7 2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Kemira Water Solutions, Inc. 4321 W. 6th Street Lawrence, Kansas 66049 shelly.bart@kemira.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1539.00 Per Dry Tn \$1,539,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Chemtrade Chemicals US, LLC 90 E. Halsey Road Parsippany, New Jersey 07054 bvno@chemtradelogistics.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1622.02 Per Dry Tn \$1,622,020.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 17-127
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 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: **BLUMENTHAL**

Seconded by Commissioner: **VANNOY**

WHEREAS, on December 5, 2017 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-35 "Furnish and Deliver Mini Excavator and Appurtenances"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality) and a memorandum dated December 14, 2017 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and;

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

WHEREAS, the lowest responsible bid submitted for this contract was that of North Jersey Bobcat, Inc. of Totowa, New Jersey (the "Awardee") with respect to said bid in the amount of \$51,105.00; and

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

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

1. That Contract No. 17-B-35 "Furnish and Deliver Mini Excavator and Appurtenances" in the total amount of

\$51,105.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-35 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission



President
GERALD FRIEND

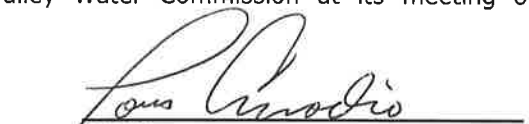


Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 14, 2017

To: Hon. Commissioners

From: J. Duprey

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

Re: Contract 17-B-35 "Furnish and Deliver Mini Excavator and Appurtenances"

Four (4) bids were received on December 5, 2017 for 17-B-35 "Furnish and Deliver Mini Excavator and Appurtenances".

The Law Department has requested an explanation as to why the mini excavator was not procured under a NJ State Contract in lieu of publically bidding same, and a brief explanation regarding how future maintenance and repairs of the mini excavator would be handled.

A search of the NJ State Contract website indicated that only one type of "mini-excavator" was available for procurement. However, the unit offered under the State Contract was significantly larger and more cumbersome than the unit specified under Contract 17-B-35. The mini excavator specified under Contract 17-B-35 is more compact and able to perform excavations in relatively tight spaces while minimizing disruption to areas adjacent to the said excavations, thereby minimizing site restoration costs.

The Contract also includes a warranty with maintenance and repairs to be performed by the mini excavator's authorized dealer or by PVWC's in-house personnel, depending on the particulars of the situation.

In addition, the unit offered under the State Contract would have cost PVWC significantly more than the mini excavator offered by the lowest responsible responsive bidder for the Contract, namely North Jersey Bobcat, Inc. of Totowa, New Jersey (the "Awardee").

Based on the above, and subject to review and approval by the Law Department, it is recommended that Contract 17-B-35 be awarded to the Awardee in the amount of their bid.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 7, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-35**
"Furnish and Deliver Mini Excavator and Appurtenances"

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

Of the four (4) bids received, the lowest responsive and responsible proposal was submitted by **North Jersey Bobcat, Inc.**, of Totowa, New Jersey, in the amount of **\$51,105.00**.

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **17-B-35 North Jersey Bobcat, Inc**

Amount of Project or Contract: \$51,105.00

1. Acct: # 001-0901-419-95-06 Capital / Equipment & Machinery

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

Other comments: Furnish & Deliver Mini Excavator and Appurtenances

Date of Certification: 12/07/2017 Certified: \$51,105.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract 17-B-35
 Furnish Deliver Mini Excavator and Appurtenances

Bids Received December 7 2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
North Jersey Bobcat, Inc 201 Maltese Drive Totowa, NJ 07512 Patrick Barckett patrick.barckett@njbobcat.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$51,105.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. X EEO
Penn Jersey Machinery 1330 Hurville Rd Deptford, NJ 08096 Tim Donahue tdonahue@pimvolvo.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$52,186.00	Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Jesco, Inc 118 St. Nicholas Ave South Plainfield NJ 07080 Jonathan Robustelli governmentalsa@jesco.us	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$60,565.00	x Business Registration Cert. x PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
Gamka Sales Co. Inc 983 New Durham Road Edison, NJ 08817 Robert Hibler bob@gamka.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$60,627.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION: 17-128
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 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: **BLUMENTHAL**

Seconded by Commissioner: **VANNOY**

WHEREAS, on December 5, 2017 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-36 "Water Transmission Main River Crossing Replacement"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and a copy of the Director of Engineering's memorandum dated December 6, 2017, along with other relevant correspondence, is attached hereto and made a part hereof; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Ralph Diaco/Grade Construction of Paterson, New Jersey (the "Awardee") with respect to said bid in the amount of \$1,597,705.45; and

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

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

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

1. That Contract No. 17-B-36 "Water Transmission Main River Crossing Replacement" in the total amount of \$1,597,705.45 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-36 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission,



President
GERALD FRIEND

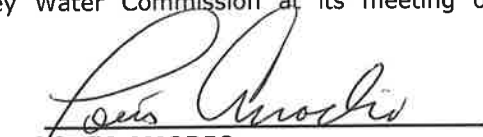


Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 6, 2017

To: Hon. Commissioners

From: J. Duprey

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

Re: Contract 17-B-36 "Water Transmission Main River Crossing Replacement"

On December 5, 2017 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-36 "Water Transmission Main River Crossing Replacement".

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

Based on the review of their bid, Ralph Diaco/Grade Construction of Paterson, New Jersey (the bidder that submitted the lowest responsible, responsive bid), represented that they have the necessary resources, experience, and qualifications to properly perform the Contract.

Subject to review and approval by PVWC's Law Department, it is recommended that the Contract be awarded to Ralph Diaco/Grade Construction (the "Awardee") with respect to said bid in the amount of \$1,597,705.45.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 6, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-36**
“Water Transmission Main River Crossing Replacement”

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

Of the four (4) bids received, the lowest responsive and responsible proposal was submitted by **Ralph Diaco/Grade Construction**, of Paterson, New Jersey, in the amount of **\$1,597,705.45**.

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: J. Duprey
L. Amodio

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **17-B-36 - Ralph Diaco/Grade Construction**


Amount of Project or Contract: \$1,597,705.45

1. Acct: # 001-0901-419-95-45 Capital / River Crossing Connection

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

Other comments:

Date of Certification: 12/06/2017 Certified: \$1,597,705.45


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract # 17-B-36
Water Transmission Main River Crossing Replacement

Bids Received December 5, 2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Grade Construction 110 Pennsylvania Ave Paterson NJ 07503 Ralph Diaco ralph@gradeconstruction.net	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,597,705.45	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Ferreira Construction Co, Inc 31 Tannery Rd Branchburg, NJ 08876 Tim Goggin tgoggin@ferreiraconstruction.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,598,557.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Montana Construction Corp. 80 Contant Ave Lodi NJ 07644 Lisa Ballerini lsantait@montanaconstructioninc.co	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,169,111.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Tomco Construction 22 Howard Blvd Suite 204 Mt Arlington NJ 07896 Thomas Schoonmaker tomcoincor.porated@yahoo.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$	\$3,571,030.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO

RESOLUTION: 17-129
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 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: **BLUMENTHAL**

Seconded by Commissioner: **VANNOY**

WHEREAS, on December 5, 2017 three (3) bids were received by PVWC for Contract No. 18-B-2 "Liquid Sodium Hydroxide"; and

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

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

WHEREAS, the lowest responsible bid submitted for this contract was that of Univar USA, Inc. of Middletown, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 2,300,000 gallons, in the amount of \$4,784,000.00; and

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

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

1. That Contract No. 18-B-2 "Liquid Sodium Hydroxide"; in the total amount of \$4,784,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to

solicitation for bids made in connection with Contract 18-B-2 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

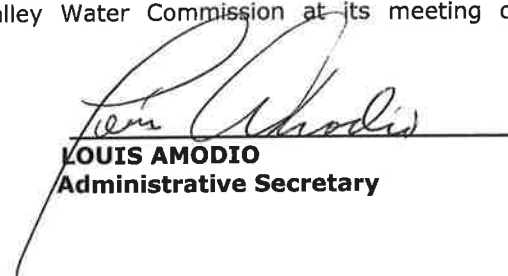


Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 7, 2017

FROM: Purchasing Department

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

RE: **Contract # 18-B-2**
Liquid Sodium Hydroxide

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Univar USA, Inc.**, of Morrisville, Pennsylvania, in the amount of **\$4,784,000.00**

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **18-B-2 - Univar USA, Inc.**

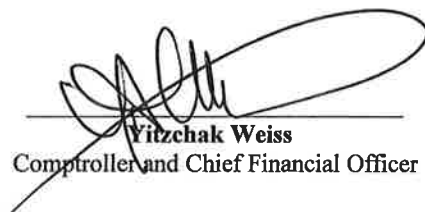
Amount of Project or Contract: \$4,784,000.00

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

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

Other comments: Two (2) Year Contract Commencing: January 2018
Liquid Sodium Hydroxide

Date of Certification: 12/07/2017 Certified: \$4,784,000.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract # 18-B-2
Liquid Sodium Hydroxide

Bids Received December 7 2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PW/C Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Brenntag Northeast, Inc. 81 West Huller Lane Reading, Pennsylvania 19605 ifegely@brenntag.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$2.1691 Per Gal \$4,988,930.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PW/C Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Kuehne Chemical Company, Inc. 86 North Hackensack Avenue South Kearny, New Jersey 07032 bids@kuehnecompany.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$2.1853 Per Gal \$5,026,190.00	<input type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PW/C Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Univar USA, Inc. 532 East Emaus Avenue Middletown, Pennsylvania 17057 kirsten.bimler@univarusa.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$2.08 Per Gal \$4,784,000.00	<input type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PW/C Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PW/C Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 17-130
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT WITH BRICK
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR ANALYTICAL
LABORATORY SERVICES
DATE OF ADOPTION: DECEMBER 20, 2017

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

Introduced by Commissioner: **BLUMENTHAL**

Seconded by Commissioner: **VANNOY**

WHEREAS, the Passaic Valley Water Commission (the "PVWC") has authorized procurement of analytical laboratory services for Metals, Inorganics, Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's), MIB and Geosmin, and Chlorates, ("Laboratory Services") through a shared services agreement with the Brick Township Municipal Utilities Authority (the "Authority"); and

WHEREAS, a copy of a memorandum from PVWC's Director of Purchasing dated December 6, 2017 and a copy of a memorandum from PVWC's Laboratory Manager) dated December 6, 2017 with attached correspondence from the Authority dated November 20, 2017, along with other relevant correspondence, are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Laboratory Services shall be provided by the Authority in accordance with the form of shared services agreement including Technical Specification Sections 02100, 02101 02102 and 02103 attached thereto as Appendix A (collectively the "Agreement"), and a copy of the Agreement is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Laboratory Manager, and Director of Purchasing; (and General Counsel, as to form and legality), and is recommended for acceptance; and

WHEREAS, goods and services provided by the Authority and payment for same shall be in accordance with the Agreement with reimbursement to be on a take-and-pay basis, not to exceed a total of \$244,080.00 over the 2-year Term of the Agreement; and

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

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

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

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

1. That PVWC hereby authorizes and awards the Agreement with the Authority in connection with Laboratory Services; all as set forth hereinabove in a total amount not to exceed \$244,080.00; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intentions of this Resolution and the Agreement as set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

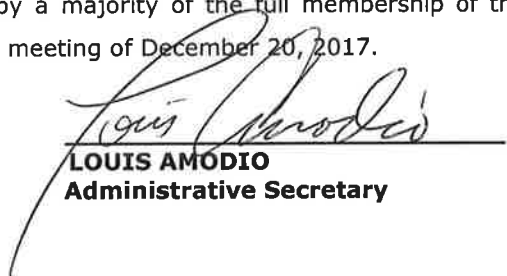


Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

**PVWC DIRECTOR OF PURCHASING'S
MEMORANDUM DATED DECEMBER 6, 2017**

**PVWC LABORATORY MANAGER'S
MEMORANDUM DATED DECEMBER 6, 2017
WITH ATTACHED AUTHORITY (BTMUA)'S
CORRESPONDENCE DATED NOVEMBER 20, 2017**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 6, 2017

FROM: Purchasing Department

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

RE: **Shared Services Agreement
Laboratory Services for Metals, Inorganics, Volatile Organic
Compounds, Haloacetic Acids, MIB and Geosmin**

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

Brick Township Utilities Authority has submitted a proposal for a two (2) year period in an amount not to exceed **\$244,080.00**

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

**Passaic Valley Water
Commission**

1525 Main Avenue
Clifton, NJ 07011

Memo

To: Jim Duprey
From: Dr. David Prantis, Laboratory Manager
Date: December 6, 2017
Re: Recommendation to use Brick Utilities for certain Laboratory Contracts in 2018-19

I recommend that we reestablish, upon their expiration, our existing interlocal agreement with Brick MUA for an additional two-year period, with extensions if possible.

I have previously visited the Brick Laboratory, met with their analysts and management, and inspected their instrumentation. Based on these observations, and their history in providing us excellent service in their existing Agreement, I fully believe the Brick Utilities Laboratory is able to fulfill our needs for this testing.

Most of the Laboratory Analyses included in this agreement (e.g., Lead and Copper, Primary/Secondary Contaminants, Trihalomethanes, Haloacetic Acids) are mandated by State and Federal regulations for Safe Drinking Water Act compliance. We are compelled to perform, or request that an outside lab perform, these analyses according to regulated test methods, on regulatory deadlines, and report all test results to the NJDEP per their regulatory requirements. It is unquestionably to the Commission's advantage to have this agreement in place in order to meet these regulatory requirements, not only for PVWC water systems but for those of our clients.

I believe that the quoted costs for these services are reasonable based on the nature and scope of the work required.

Please contact me at ext. 2045 with any questions you may have on these proposals. Thank you for your help.



1551 Highway 88 West * Brick, New Jersey 08724-2399
(732) 458-7000 * FAX (732) 836-9170
www.brickmua.com

CHRIS A. THEODOS, PE, PP, CME, CPWM, CFM
Executive Director

November 20, 2017

Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

COMMISSIONERS

GREGORY M. FLYNN
Chairman

JAMES FOZMAN
Vice Chairman

THOMAS C. CURTIS
Secretary

SUSAN LYDECKER
Treasurer

MARIA E. FOSTER
Asst. Secretary/Treasurer

ALTERNATES

WILLIAM NEAFSEY

Dear Mr. Prantis:

Thank you for the opportunity of providing Passaic Valley Water Commission with a quote for laboratory services. Brick Utilities Laboratory has years of experience in the analytical field and looks forward to continuing to assist you with all your testing needs.

Please see the attached price quote. The quote includes the parameters requested, the price per analysis, total cost per analysis, and a not to exceed total. The total is based on a 2 year contract (2018 and 2019). This should complete the information you requested. Please let me know if you need any other information.

If you have any questions, feel free to contact me at 732-458-7000, x-4240.

Respectfully,

Stephen Naglich
Water Quality Supervisor

cc: J. Maggio, Director of Water Quality
C. Rouse, Laboratory Supervisor



1551 Highway 88 West * Brick, New Jersey 08724-2399
 (732) 458-7000 * FAX (732) 836-9170
 www.brickmua.com

CHRIS A. THEODOS, PE, PP, CME, CPWM, CFM
Executive Director

2 year contract (2018-2019)

	Estimated Quantities	Price per Sample	Total Cost
Trihalomethanes (THMs)	500	65	\$32,500.00
Volatile Organic Compounds (VOCs)	150	75	\$11,250.00
Haloacetic Acids (HAAs)	700	70	\$49,000.00
Bromate	75	60	\$4,500.00
Primary Inorganics (entire set)	50	135	\$6,750.00
Secondary Parameters (entire set)	50	200	\$10,000.00
total Iron	500	10	\$5,000.00
Soluble Iron	300	14	\$4,200.00
Total Manganese	500	10	\$5,000.00
Soluble Manganese	300	14	\$4,200.00
Lead- routine turnaround time	3200	10	\$32,000.00
Lead- rush turnaround time (5 days)	200	20	\$4,000.00
Copper- routine turnaround time	3200	10	\$32,000.00
Copper- rush turnaround time (5 days)	200	20	\$4,000.00
MIB/ Geosmin	296	130	\$38,480.00
Chlorate	20	60	\$1,200.00
Total (Not to exceed)			\$244,080.00

COMMISSIONERS

GREGORY M. FLYNN
Chairman

JAMES FOZMAN
Vice Chairman

THOMAS C. CURTIS
Secretary

SUSAN LYDECKER
Treasurer

MARIA E. FOSTER
Asst. Secretary/Treasurer

ALTERNATES
WILLIAM NEAFSEY

The Estimated Quantities and Price per Sample are based off specifications provided by the Passaic Valley Water Commission's Shared Services Agreement for Analytical Laboratory Services – Technical Specifications sections 02100, 02101, 02102 and 02103.

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

FORM OF SHARED SERVICES AGREEMENT

EXHIBIT B

SHARED SERVICES AGREEMENT

Between

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

And

PASSAIC VALLEY WATER COMMISSION

**For Analytical laboratory Services for Metals, Inorganics,
Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's),
Methyl Isoborneol (MIB), and Geosmin, and Chlorates**

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Brick Township Municipal Utilities Authority having its principal office located at 1551 Highway 88 West, Brick, New Jersey 08724, which entity is a public body of the State of New Jersey, hereinafter referred to as "Authority" and/or "Contractor" (Commission and Authority are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission has decided to contract for Laboratory Services as set forth in the Technical Specifications Section 02100 entitled "Analytical Laboratory Services for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Lead, Copper, Primary Inorganics, Secondary Regulated Contaminants Using NJDEP Approved Methods", Technical Specifications Section 02101 entitled "Analytical Laboratory Services for Volatile Organic Compounds Using USEPA Method 524.2 and Haloacetic Acids Using EPA Method 552.2", Technical Specifications Section 02102 entitled "Analytical Laboratory Services for Methyl Isoborneol (MIB) and Geosmin", and Technical Specifications Section 02103 entitled "Analytical Laboratory Services for Analysis of Water Samples for Chlorate" (collectively referred to herein as the "Laboratory Services"), a copy of each of which is attached hereto as Appendix A to this Exhibit B, and made a part hereof, and the Authority is willing and able to provide the Laboratory Services to the Commission; and

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

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

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with any "agency or authority", inter alia, or subdivisions thereof, and PVWC and the Authority are such entities;

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Authority and the Commission, each for itself, its successors and assigns, if any, do mutually covenant, promise and agree as follows:

**ARTICLE I
DEFINITIONS**

SECTION 101 Definitions

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

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

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which the administrative offices of the Authority or the Commission are authorized or obligated by law to be closed.

"Effective Date of the Agreement" The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body having competent jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the Authority and the Authority's obligation to perform shall be unconditional and

absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.

- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Services" shall mean the Services to be provided by the Authority as set forth in Article II.

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

SECTION 102 Miscellaneous

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

ARTICLE II SCOPE OF SERVICES

SECTION 201 Services

As of the Effective Date of the Agreement, and during the Term of this Agreement, the Authority shall provide the Services as set forth herein.

- a) The Authority shall utilize whatever procedures, personnel, equipment and other resources as are necessary to properly perform Laboratory Services as set forth in this Exhibit B. The technical and other requirements, and stipulated quantities anticipated for the Term of Agreement, shall be as set forth in Technical Specifications Sections 02100, 02101, 02102, and 02103, each of which is attached hereto and made a part hereof as Appendix A.
- b) The Authority shall designate a qualified individual to handle questions, problems and inquiries relating to the Laboratory Services contemplated under this Agreement for the Commission to contact as needed.
- c) The Authority shall employ sufficient persons, to provide the Laboratory Services for the Term of the Agreement, as contemplated herein.
- d) During normal business hours, questions can be directed to Dr. David Prantis, or his successor, Laboratory Manager of the Commission at 973-237-2045.

ARTICLE III
COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

The Authority shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

SECTION 302 Term of Agreement

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of two (2) years commencing upon the Effective Date of the Agreement.

SECTION 303 Renewal

At least ninety (90) days prior to the end of the Term of the Agreement, the Authority shall notify the Commission whether the Authority is interested in renewing this Agreement as is or with modifications, or whether the Authority does not intend to re-engage with the Commission in this or similar agreement. If the Authority is interested in renewing this Agreement with modifications to the terms, the Authority shall specify in the same notice which terms it wishes to modify. This Agreement shall not automatically renew itself. However, should the Authority fail to serve upon the Commission the notice required by this provision in a timely manner, then the Term of the Agreement shall be extended by the number of days between the deadline required herein and the actual date of service of the notice upon the Commission, if any is served, but in no event longer than ninety (90) days.

ARTICLE IV
RESPONSIBILITIES OF THE AUTHORITY AND COMPENSATION

SECTION 401 Authority Responsibilities

The Authority shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

SECTION 402 Payments to the Authority

The Authority shall invoice the Commission on a monthly basis for actual Laboratory Services provided by the Authority pursuant to this Agreement. The Parties agree that, reimbursement to the Authority under this Agreement shall be based on the applicable unit prices for the various analyses set forth in Appendix A to this Exhibit B for those analyses ordered in writing by the Commission and satisfactorily performed by the Authority in conformance with Appendix A over the duration of the stipulated Term of Agreement set forth in Article III. The total amount subject to reimbursement to the Authority shall not exceed \$244,080.00. The Commission reserves the right to order some, all, or none of the various stipulated quantities at any time, or times, over the Term of the Agreement. The Authority agrees to make all reasonable efforts to coordinate the scheduling and completion of analyses to accommodate the Commission's requirements.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Laboratory Services rendered by the Authority under this Agreement.

ARTICLE V
AFFIRMATIVE ACTION REQUIREMENTS

SECTION 501 Affirmative Action

For purposes of this Section 501, both Parties shall comply with the requirements pertaining to contractor or subcontractor. During the performance of this contract, the contractor agrees as follows:

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-

related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

SECTION 502 Incorporation of Legal Requirements

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

ARTICLE VI INSURANCE REQUIREMENTS

SECTION 601 Comprehensive General Liability Insurance

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Authority, or any subcontractor or agent or anyone directly or indirectly employed by the Authority, or any and all of the Authority's subcontractors. The policy limits for such insurance shall be not less than \$3,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Party's policy. Policy limits may be supplemented by an excess liability policy or an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 602 Automobile Liability Insurance

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

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

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

Each insurance policy required as set forth in this Article VI shall provide that neither Party, and neither of the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII
DEFAULT AND REMEDIES**

SECTION 701 Default by Any Party

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

SECTION 702 Obligation to Perform

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

SECTION 703 Non-Waiver

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.
2. Any payment made by the Commission to the Authority under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the Authority with respect to the Services performed pursuant to this Agreement.

3. Any service provided by the Authority to the Commission under the terms of this Agreement shall not be deemed a waiver of the Authority's rights to seek damages in the event of a default by the Commission with respect to payment or the Commission's obligations pursuant to this Agreement.

**ARTICLE VIII.
TERMINATION**

SECTION 801 Termination

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

**ARTICLE IX.
EVENT OF FORCE MAJEURE**

SECTION 901 Event of Force Majeure

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

**ARTICLE X
INDEMNIFICATION**

SECTION 1001 Indemnification

Each Party shall defend, indemnify and save harmless the other Party, and the other Party's officers, agents and employees and each and every one of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the officers, agents and employees of either the Commission or the Authority) resulting from any negligent act or omission or from the willful misconduct of the other Party or any of its officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE XI
ASSIGNMENT AND DELEGATION**

SECTION 1101 Assignment and Delegation

The Authority shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Commission, which may be withheld for any reason.

**ARTICLE XII
MISCELLANEOUS**

SECTION 1201 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Union County.

SECTION 1202 Independent Contractor

The Authority is and will perform its Services as an independent contractor for the Commission. Nothing in this Agreement shall be construed so as to render Authority an employee, agent, representative, joint venturer or partner of the Commission, and Authority shall not hold itself out to others in such capacity. Authority shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Commission. Authority shall have no authority to bind the Commission to contracts or to incur any other obligations on behalf of the Commission, and any such contracts or obligations entered into or incurred by Authority shall be void. Nothing in this Agreement shall be construed so as to render Commission an employee, agent, representative, joint venturer or partner of the Authority, and Commission shall not hold itself out to others in such capacity. Commission shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Authority. Commission shall have no authority to bind the Commission to contracts or to incur any other obligations on behalf of the Authority, and any such contracts or obligations entered into or incurred by Authority shall be void.

SECTION 1203 Confidentiality

During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, (ii) required to be disclosed by law or legal process; or (iii) that a Party is not permitted to treat as confidential under the Open Public Records Act or similar laws.

SECTION 1204 Termination for Convenience

Either Party shall have the right and option to terminate this Agreement upon ninety (90) days written notice to the other Party.

SECTION 1205 Licenses, Permits and Approvals

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

SECTION 1206 Authority to Enter Into Agreement

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

SECTION 1207 Merger Clause

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

SECTION 1208 Binding Agreement

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

SECTION 1209 Modifications

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

SECTION 1210 Severability

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

SECTION 1211 Availability of Funds

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

SECTION 1212 Notices

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

SECTION 1213 Filing of Agreement with the Division of Local Governmental Services

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

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

**ATTEST:
AUTHORITY**
[Seal]

BRICK TOWNSHIP MUNICIPAL UTILITIES

By: _____

By: _____

ATTEST:
[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____

By: _____

LOUIS AMODIO
Administrative Secretary

GERALD FRIEND
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF OCEAN :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT FOR
ANALYTICAL LABORATORY SERVICES**

**TECHNICAL SPECIFICATIONS
SECTIONS 02100, 02101, 02102 AND 02103**

("LABORATORY SERVICES")

APPENDIX A

SECTION 02100
ANALYTICAL LABORATORY SERVICES
FOR TOTAL IRON, DISSOLVED IRON,
TOTAL MANGANESE, DISSOLVED MANGANESE,
LEAD, COPPER, PRIMARY INORGANICS
SECONDARY REGULATED CONTAMINANTS
USING NJDEP APPROVED METHODS

1.01 GENERAL

- A. Furnish laboratory analysis of Total Lead and/or Total Copper in accordance with NJDEP Approved Methods for each analyte.
- B. Furnish Laboratory analysis of Total Iron and/or Total Manganese in accordance with NJDEP Approved Methods for each analyte.
- C. Furnish Laboratory analysis of Dissolved Iron and/or Dissolved Manganese in accordance with USEPA Approved Methods for each analyte.
- D. Furnish laboratory analysis for Primary and Secondary Regulated Inorganics in accordance with NJDEP Approved Methods for each analyte.
- E. Furnish Laboratory analysis for Bromate using USEPA Method 300.1. Vendor's laboratory MDL must meet the EPA/NJDEP low level requirements.
- F. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Some samples may be obtained from the Commission's source waters whereas other samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- G. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 5.8.405.0. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall work with Dr. David Prantis, Laboratory Manager, to coordinate the details of this electronic file transfer with appropriate representatives, defined by Dr. Prantis, from the LabWorks software provider. This does not exclude the Vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined in this Specification.
- H. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- I. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- J. Technical questions related to this Contract shall be addressed to Dr. David Prantis, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2055 (facsimile) or, dprantis@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- K. The period of this Contract shall be as set forth in the Agreement.

1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

- A. The following information shall be submitted by the Vendor with the Proposal:
- B. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.

- C. Vendor's most recent Method Detection Limit (MDL) studies for each analyte included under this Contract.
- D. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- E. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- F. Documentation of an approved Quality Assurance Program (QAP) describing:
 1. Quality Assurance (QA) Policies
 2. QAP Organization and Responsibility
 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
 4. Storage
 5. Sample Custody Procedures
 6. Analytical Procedures
 7. Calibration Procedures & Frequency
 8. Preventative Maintenance
 9. QA Checks and Routines to Assess Precision, Accuracy and MDLs
 10. Data Reduction, Validation and Reporting
 11. Corrective Action
 12. Performance Systems and Audits
 13. QA Reports to Management
 14. Complaints

1.03 SHIPMENTS, PICKUPS AND DELIVERIES

- A. The Vendor shall provide all sample containers, including: formal chain-of-custody forms, labels, sample bottles with preservatives as necessary, packing materials including ice packs, and shipping containers. The Vendor shall be responsible for disposal of entire contents of sample containers.
- B. The Vendor shall be responsible for disposal of entire contents of sample containers.
- C. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of the month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- D. The Vendor shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. At the Vendor's discretion, the Vendor may opt to pick up samples at the Commission location in lieu of shipping. If the Commission does not provide the required notice of changes to the shipping schedule, a rush charge will be applied to all samples that must be analyzed within 14 calendar days or less due to holding time limitations or regulatory requirements. The shipping costs for any shipping events not identified on the monthly sampling and shipping schedule or shipping events in excess of 2 events per week will be paid by the Commission.

1.04 TECHNICAL SPECIFICATIONS

- A. The Vendor shall provide laboratory analysis of all water samples for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Total Lead, Total Copper, Bromate, all Primary regulated contaminants and/or all Secondary regulated contaminants in accordance with NJDEP-approved test methods for which the Vendor holds NJDEP certification.

- B. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.
- C. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Vendor with the Proposal.
- D. The Vendor shall provide routine sample analysis results to the Commission via electronic mail within the calendar time stipulated below based on the date the Vendor receives the samples.
 - 1. 14 consecutive calendar days for all Iron, Lead, Copper, Primary or Secondary analyses;
 - 2. 7 consecutive calendar days for all Manganese analyses.
- E. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Dr. David Pranita, Laboratory Manager, 800 Union Blvd., Totowa, NJ 07512, within 48 hours of the electronic mail reporting.
- F. Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
 - 1. Report Title
 - 2. Purchase Order Number
 - 3. Vendor Contact Information
 - 4. Report Number
 - 5. Commission Contact Information
 - 6. Sample Identification
 - 7. Sample Collection Date/Time
 - 8. Sample Prep/Analysis Date/Time & Analyst Initials
 - 9. Test Method & Notation identifying any method deviations
 - 10. Test Result
 - 11. Test Reporting Units
 - 12. Method Reporting Limit (MRL)
 - 13. Signature and Title of the person(s) authorized to release final results
 - 14. Notation of results whose values are reported outside of quantification limits
- G. Hard copy sample reports shall include Quality Control information including MRL checks, matrix spike, matrix blank and matrix duplicates (and/or field duplicates). Results below the MRL shall also be reported and noted as being below the MRL. In addition, the Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- H. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms or other instrument printouts.
- I. The Commission reserves the right to verify performance of Vendor utilizing samples of known concentrations of any analytes being reported by Vendor.
- J. A portion of Lead and/or Copper testing may be required on a "Rush" basis. Rush requests must be completed, including all reporting described above, within five (5) working days of sample receipt by Vendor.
- K. Where applicable, the Vendor must report test results electronically to the NJDEP by way of the NJDEP's "E2" environmental analysis reporting system. Vendor agrees that all regulatory test results will be reported accurately and in time to meet NJDEP's reporting requirements. Vendor shall bear full responsibility for any and all costs, fines, and penalties associated with incorrect or late reporting of required test results to NJDEP.

1.05 MEASUREMENT AND PAYMENT

- A. Anticipated quantities of analyses are as stipulated in Table 02100-3. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission reserves the right to order some, all, or none of the stipulated quantities listed in Table 02100-3, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- C. The Unit Price submitted shall be considered as complete and including all Work required under this Contract.
- D. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- E. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- F. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 calendar day time schedule.

TABLE 02100-1: Primary Inorganics

1074	Antimony
1005	Arsenic
1010	Barium
1075	Beryllium
1015	Cadmium
1020	Chromium
1024	Cyanide
1025	Fluoride
1035	Mercury
1036	Nickel
1045	Selenium
1085	Thallium

TABLE 02100-2: Secondary Parameters

2905	ABS/LAS
1927	Alkalinity
1002	Aluminum
1017	Chloride
1905	Color
1910	Corrosivity
1916	Hardness (as CaCO ₃)
1028	Iron
1032	Manganese
1920	Odor
1050	Silver
1055	Sulfate
1930	Total Dissolved Solids
1095	Zinc

TABLE 02100-3: Stipulated Quantities (Based on a Two-Year Period)

<i>Description</i>	<i>Stipulated Quantity</i>
Bromate	75
Primary Inorganics (entire set)	50
Secondary Parameters (entire set)	50
Total Iron	500
Soluble Iron	300
Total Manganese	500
Soluble Manganese	300
Lead – routine turnaround time	1,500
Lead – rush turnaround time (5 days)	200
Copper – routine turnaround time	1,500
Copper – rush turnaround time (5 days)	200

END OF SECTION 02100

SECTION 02101
ANALYTICAL LABORATORY SERVICES
FOR VOLATILE ORGANIC COMPOUNDS USING EPA METHOD 524.2
AND HALOACETIC ACIDS USING EPA METHOD 552.2

1.01 GENERAL

- A. Furnish laboratory analysis of Trihalomethanes (THMs) and other Volatile Organic Compounds (VOC's) in accordance with USEPA Method 524.2 "Measurement of Purgeable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry".
- B. Furnish laboratory analysis of Haloacetic Acids (HAAs) in accordance with USEPA Method 552.2 "Determination of Haloacetic Acids in Drinking Water by Liquid-Liquid Extraction, Derivatization and Gas Chromatography with Electron Capture Detection".
- C. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- D. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 5.8. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall coordinate the details of this electronic file transfer with appropriate representatives from the LabWorks software provider as specified by Dr. David Pranita, PVWC Laboratory Manager. This does not exclude the vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined elsewhere in this specification.
- E. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- F. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- G. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranita, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranita@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- H. The period of this Contract shall be as set forth in the Agreement.

1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

- A. The following information shall be submitted by the Vendor with the Proposal:
- B. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses in general, and to perform USEPA Methods 524.2 and 552.2 specifically, for all drinking-water contaminants regulated by NJDEP to be analyzed by either of these methods.
- C. Documentation demonstrating Vendor's experience completing VOC and HAA analyses using USEPA Methods 524.2 and 552.2, respectively.
- D. Laboratory's most recent Method Detection Limit (MDL) study data obtained for VOC and HAA contaminants regulated by NJDEP. MDL studies must be conducted according

to procedures laid out in Standard Methods for the Examination of Water and Wastewater, 20th Edition (1999).

- E. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- F. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- G. Documentation of an approved Quality Assurance Program (QAP) including:
 - 1. Quality Assurance (QA) Polices
 - 2. QAP Organization and Responsibility
 - 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
 - 4. Sample Custody
 - 5. Analytical Procedures
 - 6. Calibration Procedures & Frequency
 - 7. Preventative Maintenance
 - 8. QA Checks and Routines to Assess Precision, Accuracy and MDLs
 - 9. Data Reduction, Validation and Reporting
 - 10. Corrective Action
 - 11. Performance Systems and Audits
 - 12. QA Reports to Management
 - 13. Complaints

1.03 SHIPMENTS, PICKUPS AND DELIVERIES

- A. The Vendor shall provide all sampling and shipping materials, including formal chain-of-custody forms, labels, sample vials with preservatives as necessary, and packing materials including ice packs and shipping containers.
- B. The Vendor shall be responsible for disposal of entire contents of sample containers.
- C. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of each month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- D. The Vendor shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. At the Vendor's discretion, the Vendor may opt to pick up samples at the Commission location in lieu of shipping. If the Commission does not provide the required notice of changes to the shipping schedule, a rush charge will be applied to all samples that must be analyzed within 14 consecutive calendar days or less due to holding time limitations or regulatory requirements. The shipping costs for any shipping events not identified on the monthly sampling and shipping schedule or shipping events in excess of 2 events per week will be paid by the Commission.

1.04 TECHNICAL SPECIFICATIONS

- A. Vendor shall provide laboratory analysis of all water samples for VOCs (including THMs) and HAAs in accordance with USEPA Methods 524.2 and 552.2, respectively, upon request by PVWC. PVWC requires the use of Methods 524.2 and 552.2 for continuity. Other analytical methods will not be considered acceptable for this Contract.
- B. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory

Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.

- C. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Vendor with the Proposal.
- D. The Vendor shall provide sample analysis results to the Commission via electronic mail within 48 hours of the end of the analysis holding time, Mondays through Fridays inclusive, excluding Federal Holidays, or within 48 hours of the end of the calendar month, whichever is sooner.
- E. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service Priority Mail (or equivalent) in an opaque sealed envelope addressed to the attention of Mike Psota, PVWC Laboratory, 800 Union Blvd., Totowa, NJ 07512.
- F. Upon request by the Commission, Vendor shall electronically report test results to NJDEP via the DEP "E2" reporting system. Vendor shall report results accurately through this system and in time to meet NJDEP reporting deadlines. Vendor shall accept liability for all fines levied on the Commission by NJDEP for reporting errors, delays, or failures attributable to Vendor's actions or failures to act.
- G. Deliverables for Reports and Final Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
 - 1. Report Title
 - 2. Purchase Order Number
 - 3. Lab Contact Information
 - 4. Report Number
 - 5. Commission Contact Information
 - 6. Sample Identification
 - 7. Sample Collection Date/Time
 - 8. Sample Extraction/Analysis Date/Time & Analyst Initials
 - 9. Test Method & Notation identifying any method deviations
 - 10. Test Result
 - 11. Test Reporting Units
 - 12. MRL for each analyte
 - 13. Printed Name, Signature and Title of the person(s) authorized to release final results
 - 14. Notation of results whose values are reported outside of quantification limits
- H. Hard copy sample reports shall include all Quality Control information called for by the EPA method being performed. Results below the MRL shall also be reported and noted as being below the MRL.
- I. Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- J. Vendor's Minimum Reporting Limit (MRL) for all analytes reported using EPA Method 524.2 must be no greater than 0.50 µg/L.
- K. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms of samples submitted by the Commission for analysis. Each such chromatogram must be signed in ink by the analyst.
- L. The Commission reserves the right to verify performance of Vendor through the use of samples of known analyte concentrations.
- M. The following analytes shall be required for each analysis:
 - 1. THMs by EPA Method 524.2:
 - a. Chloroform
 - b. Bromodichloromethane
 - c. Dibromochloromethane
 - d. Bromoform

- e. Calculated total of the above four trihalomethanes in each sample
2. VOCs by EPA Method 524.2: all compounds listed in Section 1.1 of EPA Method 524.2, rev. 4.1 (1995), except that any compound marked with an asterisk in Section 1.1 of the EPA Method, denoted as "New Compound in Revision 4.0", may be omitted if Vendor cannot reliably meet Commission's requirements for MDL.
 3. HAAs by EPA Method 552.2:
 - a. Monobromoacetic acid
 - b. Dibromoacetic acid
 - c. Monochloroacetic acid
 - d. Dichloroacetic acid
 - e. Trichloroacetic acid

1.05 MEASUREMENT AND PAYMENT

- A. Anticipated quantities of analyses are as stipulated in Table 02101-1. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission does not anticipate that the analyses will be required on a uniform schedule over the term of this Contract. The Commission reserves the right to order some, all, more, or none of the stipulated quantities listed in Table 02101-1, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted by the Vendor shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- C. The analysis of a Field Blank being required by EPA Method 524.2 as a component of the Method's Quality Control parameters, Vendor shall analyze each Field Blank submitted by the Commission with one or more Field Samples at no charge to the Commission.
- D. The Unit Price submitted shall be considered as complete and including all Work indicated, specified or required by the Contract Documents or which can be reasonably inferred therefrom.
- E. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- F. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- G. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 consecutive calendar day time schedule.

TABLE 02101-1: Stipulated Quantities (Based on a Two-Year Period)

1.	Trihalomethanes (THMs) analyses	500
2.	Volatile Organic Compounds (VOCs) analyses	150
3.	Haloacetic Acids (HAAs) analyses	500

END OF SECTION 02101

SECTION 02102
ANALYTICAL LABORATORY SERVICES
FOR METHYL ISOBORNEOL (MIB) AND GEOSMIN

1.01 GENERAL

- A. Furnish laboratory analysis of 2-Methyl Isoborneol (MIB) and Geosmin in accordance with Standard Method 6040D "Solid Phase Micro-extraction" for water samples collected by staff of the Passaic Valley Water Commission's (Commission's) Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey, 07512. Some samples may be obtained from the Commission's source-waters whereas other samples may be obtained from finished drinking water sample locations.
- B. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranita, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranita@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpota@pvwc.com (email).
- C. The period of this Contract shall be as stipulated in the Contract.

1.02 SHIPMENTS, PICKUPS, AND DELIVERIES

- A. Sampling kits shall include: formal chain-of-custody forms, labels, sample bottles, packing materials including ice packs, pre-addressed mailing labels and shipping containers, with instructions for use, so that samples shipped from PVWC will arrive at the Authority's laboratory below the USEPA required temperature limit of 10°C (50°F) in good condition. The Authority shall be responsible for disposal of sample waste and all costs expenses and fees related thereto.
- B. Authority shall utilize a shipping service provider that shall deliver and pick-up samples directly from the designated location at or in the Laboratory at the Little Falls Water Treatment Plant. Authority's shipping service provider shall pick up samples on the same day that the Commission calls for a pickup. Authority's shipping service providers that are unwilling or unable to make all deliveries to and pickups from the Laboratory at the Commission's Little Falls Water Treatment Plant any time during the term of the Contract will not be considered by the Commission to be acceptable. In any and all such events, Authority shall promptly replace said shipping service provider with a shipping service provider acceptable to the Commission and who shall provide required goods and services in conformance with the requirements of the Contract Documents. The Commission reserves the right to change the location for sample pick-up and/or delivery to an alternate location or locations at the Treatment Plant site from time to time during the term of the Contract.

1.03 TECHNICAL REQUIREMENTS

- A. Authority shall provide laboratory analysis of all source-waters, partially treated and or finished potable water samples, for both MIB and Geosmin concentration, in accordance with Standard Method 6040D, "Solid Phase Micro-Extraction."
- B. The Authority shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses. This certification is to remain in effect during the term of this Contract. The Authority agrees to notify the Commission immediately upon any change to the certification status of Authority's laboratory.
- C. The Authority shall also have adequate documented experience completing MIB and Geosmin analyses using either Standard Method 6040D.
- D. The Authority shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Authority with the Bid.

- E. The Authority shall provide sample analysis results to the Commission via electronic mail within 48 hours of sample receipt by the Authority's laboratory, Mondays through Fridays inclusive, excluding Federal Holidays. From time to time, and on a case-by-case basis, at the sole discretion of the Commission, Authority may be permitted to extend this required turn-around time for samples to a total of no more than 5 days. However, the Authority shall not extend said turn-around time without prior written approval from the Commission for each and every such request.
- F. Authority shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Authority and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Andrea Giallorenzo, Senior Chemist, Passaic Valley Water Commission, 800 Union Boulevard, Totowa, New Jersey 07512.
- G. The Authority shall analyze up to a total of 12 samples per shipment within the 48-hour turn-around basis as described above.
- H. Deliverables for Reports shall be as follows:
 - 1. Final Reports shall be submitted by the Authority to PVWC and shall contain as a minimum each of the following elements:
 - a) Report Title
 - b) Purchase Order Number
 - c) Lab Contact Information
 - d) Report Number
 - e) Commission Contact Information
 - f) Sample Identification
 - g) Sample Collection Date/Time
 - h) Sample Preparation Date/Time and Analyst Identification
 - i) Sample Analysis Date/Time and Analyst Identification
 - j) Test Method and Notation identifying any method deviations
 - k) Test Result
 - l) Test Reporting Units
 - m) Minimum Reporting Limits for each analyte
 - n) Signature and Title of the person(s) authorized to release final results
 - o) Notation of results whose values are reported outside of quantification limits
 - 2. Hard copy sample reports shall include Quality Control information such as MDLs, matrix spike, matrix blank and matrix duplicates, and all other Quality Control data collected as required by Standard Method 6040D plus associated chapters. Results below the MDL shall also be reported and noted as being below the MDL.
 - 3. The Authority shall submit multi-point MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
 - 4. The Commission reserves the right to require Authority to provide the Commission with copies of actual chromatograms, for potential future identification of any other major peaks that may be considered as contributory to taste-and-odor in the source of finished waters.

1.04 MEASUREMENT AND PAYMENT

- A. Anticipated quantities of analyses are as stipulated in the Agreement and outlined in the sample matrix table included in Table 1 entitled "MIB/Geosmin Sample Matrix – 24-Month Testing Schedule" as specified herein, and a copy of Table 1 is attached hereto and made a part hereof. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Authority shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price set forth in the Agreement shall be considered as having included sampling kits with formal chain of custody forms, labeling, sample bottles, packing

materials and ice packs; furnishing and shipping empty containers to the Commission and shipping samples to the Authority for testing; handling, analyses including 48-hour analysis turn-around as specified elsewhere herein, and disposal of all waste from sampling, preservation and analysis; and providing all other goods and services necessary to complete the Work of this Contract. All shipping shall be included in said Unit Price and shall include postage (US Postal Service First Class, or approved equal), pickup and delivery service with all deliveries and pickups to be directly to and from the designated location in or at the Commission's Laboratory in the Control Building at the Commission's Little Falls Water Treatment Plant.

- C. The Unit Price shall be considered as complete and including all Work required under this Contract. Each analysis shall consist of one combined MIB and Geosmin analysis, and the quantities stipulated in the Agreement are based on the anticipated total number of combined analyses. For example, one combined analysis for both MIB and Geosmin is counted as one analysis. In the event that sample re-testing and re-analysis is required due to error by the Authority, its laboratory, or its shipping service provider, or any combination thereof, Authority shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.

END OF SECTION 02102

TABLE 1: MIB/GEOSMIN SAMPLE MATRIX-24-MONTH TESTING SCHEDULE

24-Month Testing Schedule	Untreated Water			Partially Treated Water			Finished Water					Total Samples per Month
	101	612	100	Clarifier Train Effluent	Ozone Contactor Effluent	Filter Effluent	LFWTP	Wanaque North	Mixed Supply	Distribution System Sample		
SEPTEMBER	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26	
OCTOBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
NOVEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
DECEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
JANUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
FEBRUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
MARCH	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
APRIL	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
MAY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22	
JUNE	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26	
JULY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22	
AUGUST	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26	
SEPTEMBER	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22	
OCTOBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
NOVEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
DECEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
JANUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
FEBRUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
MARCH	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
APRIL	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4	
MAY	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26	
JUNE	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22	
JULY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22	
AUGUST	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26	
Total:										Total:	296	

Notes: 1. Actual starting month for Table 1 will be based on the actual commencement date of the Contract and may shift based on said Contract commencement date. In such case, total samples per each subsequent month beyond the last month listed in Table 1 will be the same as the total samples per month stipulated for the corresponding month of the prior year. This will also apply for any and all approved extensions to the Contract.

2. Sampling locations designated in Table 1 under the heading "Raw Unfinished Water" for Commission designation 101, 612, and 100 refer to Little Falls Water Treatment Plant Head-gate; Pompton River at Wanaque South Pump Station; and at Little Falls Water Treatment Plant intake, respectively.

SECTION 02103
ANALYTICAL LABORATORY SERVICES
FOR ANALYSIS OF WATER SAMPLES FOR CHLORATE

1.01 GENERAL

- A. The Authority shall perform laboratory determination of Chlorate in water samples for PVWC.
- B. The Authority shall furnish laboratory analysis of all water samples (typically finished or partially treated drinking water) for chlorate content, in accordance with EPA Method 300.0, Method 300.1 or equivalent method recognized by the NJDEP.
- C. The Authority's laboratory shall be, and maintain, its New Jersey Department of Environmental Protection (NJDEP) certified laboratory status and certified by NJDEP to perform testing in water for Chlorate. Alternative certification by the USEPA to perform water testing under the UCMR-3 program is also satisfactory.
- D. Authority's pricing shall remain in effect for the duration of the Contract. The number of samples is estimated to be up to twenty (20) per year during the term of this Contract. Reimbursement to the Authority will be on a "take and pay" basis where PVWC reserves the right to order all, same, or none of the stipulated quantities set forth herein.
- E. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranita, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranita@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- F. The period of this Contract shall be as set forth in the Agreement.

1.02 SHIPMENTS, PICKUPS AND DELIVERIES

- A. The Authority shall provide sample collection containers, associated sampling materials and instructions, and shipping materials for PVWC to use for this Work.
- B. PVWC will deliver samples to the Authority's laboratory at Authority's expense, using Authority's specified means of shipping. Authority may pick up the samples at PVWC's facility at PVWC's Little Falls Water Treatment plant, Totowa, NJ at the Authority's discretion. In any case all holding times and temperatures specified in the quoted method must be maintained.
- C. The Vendor shall be responsible for disposal of sample container, preserved sample and any associated waste products generated during analysis, and all other contents of sample container.

1.03 TECHNICAL SPECIFICATIONS

- A. Deliverables for Reports shall be delivered to the Commission as follows:
 - 1. Final Signed Reports including associated quality control data shall be submitted by the Vendor to the Commission, to the attention of David Pranita, 800 Union Blvd, Totowa, New Jersey, 07512, and shall contain as a minimum each of the following elements:
 - a) Report Title

- b) Purchase Order Number
- c) Lab Contact Information
- d) Report Number
- e) Client Contact Information
- f) Sample Identification
- g) Sample Collection Date/Time
- h) Sample Analysis Date/Time & Analyst Initials
- i) Test Method & Notation identifying any method deviations
- j) Test Result
- k) Test Reporting Units
- l) Test MRL
- m) Associated Quality Control data
- n) Signature and Title of the person(s) authorized to release final results.

- B. All deliverables shall be delivered to the Commission by no later than the 14th calendar day from the delivery date of the sample(s) to the Vendor, inclusive of weekends and holidays. This can be achieved via electronic mail or facsimile delivery with follow up hard copy delivered by the 21st day.
- C. Invoices shall be submitted by the Vendor to the Commission at P.O. Box 230, Clifton, New Jersey, 07011, attention: Accounts Payable.
- D. Vendor shall not be permitted to subcontract the quoted work out to any other laboratory without prior written permission from PVWC. Vendor shall only subcontract to a laboratory that is an NJDEP-certified Laboratory and certified to conduct the analysis requested. Vendor shall provide proof of certification for subcontract Laboratory for the time period under which the subcontracted Laboratory will be analyzing samples for PVWC. Sample turn-around time as stipulated shall be met and required deliverables as follows shall be provided to PVWC.

1.04 MEASUREMENT AND PAYMENT

- A. PVWC reserves the right to adjust the number and frequency of samples on an as-required basis. Vendor shall provide all goods and services as specified or required by the request for price quote, or which can be reasonably inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted by the Vendor shall be considered as having included all items discussed in this document including any quality control analyses that may be required by the quoted method.

END OF SECTION 02103

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY 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:

Description of Project or Contract: **Shared Services Agreement
Brick Township Municipal Utilities Authority**

Amount of Project or Contract: \$244,080.00

1. Acct: # 001-3502-4425-70-03 Purchases / Lab Water Analysis

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

Other comments: Two (2) Year - Contract Commencing: January 2018
Laboratory Services

Date of Certification: 12/06/2017 Certified: \$244,080.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 17-131
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 2017

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **BLUMENTHAL**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 18-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on December 7, 2017 PVWC received a response (the "Response") from the firm of Ferraioli, Wielkocz, Cerullo & Cuva, P.A. of Pompton Lakes, New Jersey (the "Awardee") to provide professional services (or extraordinary unspecifiable services) related to the Project; and

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

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

WHEREAS, the solicitation and the response of the Awardee (as indicated on Exhibit B), are on file in the office of the Administrative Secretary and available for inspection; and

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$41,000.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

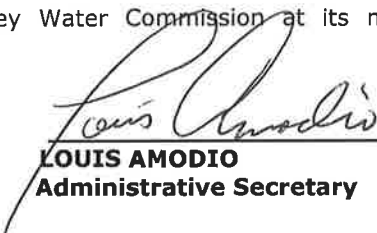


Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

FORM OF AGREEMENT

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011 and Ferraioli, Wielkotz, Cerullo & Cuva, P.A. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 18-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 7, 2017, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not to exceed \$41,000.00. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FERRAIOLI, WIELKOTZ, CERULLO & CUVA

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

EXHIBIT B

(The Solicitation and the Awardee's
Response are on file in the Office of
PVWC's Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

RESOLUTION: 17-132
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 2017

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **BLUMENTHAL**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 18-P-11 entitled "Risk Manager Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on December 7, 2017 PVWC received a response (the "Response") from the firm of Brown & Brown Metro, LLC of Roseland, New Jersey to provide professional services (or extraordinary unspecifiable services) related to the Project (the "Awardee") to provide professional services (or extraordinary unspecifiable services) related to the Project; and

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

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

WHEREAS, the solicitation and the response of the Awardee (as indicated on Exhibit B), are on file in the office of the Administrative Secretary and available for inspection; and

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be based on a flat \$15,000.00 annual fee, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

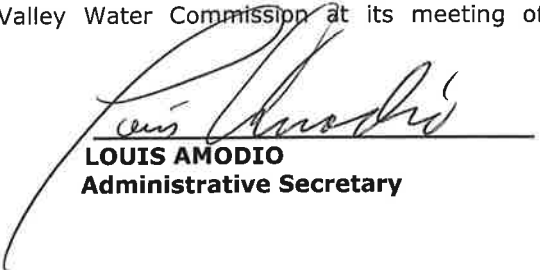


Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-11
RISK MANAGER SERVICES**

FORM OF AGREEMENT

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Brown & Brown Metro, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 56 Livingston Avenue, Roseland, New Jersey 07068.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 18-P-11 entitled "Risk Manager Services" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 7, 2017, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

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

3. The cost of services invoiced by the PROFESSIONAL for the PROJECT shall be based on a flat \$15,000.00 annual fee, and PROFESSIONAL shall not charge an additional hourly rate for the various PROFESSIONAL SERVICES performed under the PROJECT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

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

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

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

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

BROWN & BROWN METRO, LLC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-11
RISK MANAGER SERVICES**

EXHIBIT B

(The Solicitation and the Awardee's
Response are on file in the Office of
PVWC's Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-11
RISK MANAGER SERVICES**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

RESOLUTION: 17-133
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 20, 2017

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **BLUMENTHAL**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 18-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on December 7, 2017 PVWC received a response (the "Response") from the firm of Anthony S. Cupo Agency of Clifton, New Jersey to provide professional services (or extraordinary unspecifiable services) related to the Project; and

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

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

WHEREAS, the solicitation and the response of the Awardee (as indicated on Exhibit B), are on file in the office of the Administrative Secretary and available for inspection; and

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

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
GERALD FRIEND

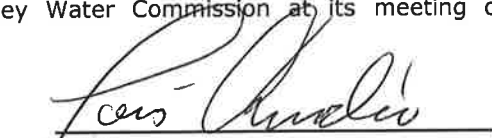


 Secretary
DAVID BLUMENTHAL

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 December 20, 2017.



LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-12
INSURANCE AGENT SERVICES FOR PROPERTY,
CASUALTY, AUTOMOBILE, AND EXCESS LIABILITY**

FORM OF AGREEMENT

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Anthony S. Cupo Agency a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 50 Mt. Prospect Avenue, Suite 100, Clifton, New Jersey 07013.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 18-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 7, 2017, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

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

3. There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANTHONY S. CUPO AGENCY

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 18-P-12
INSURANCE AGENT SERVICES FOR PROPERTY,
CASUALTY, AUTOMOBILE, AND EXCESS LIABILITY**

EXHIBIT B

(The Solicitation and the Awardee's
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