



# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #18-21

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: APRIL 18, 2018

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

COMMISSIONER: VANNOY offers the following Resolution for adoption:

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

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

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

1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject 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: 10:00 am

### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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



## 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 April 18, 2018.

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



# **PASSAIC VALLEY WATER COMMISSION**

**Resolution #18-22**

## **RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: 4/18/18**

**TITLE: ANNUAL SUMMER HELP PROGRAM**

**ON MOTION OF COMMISSIONER VANNOY**

**SECOND BY COMMISSIONER LEVINE**

**WHEREAS, Passaic Valley Water Commission has determined that its annual summer help program is organizationally efficient, labor cost effective and beneficial to the communities it serves; and**

**WHEREAS, Passaic Valley Water Commission's summer help program is authorized to take place commencing from May 14, 2018 (on or about) until September 1, 2018; and**

**NOW, THEREFORE, BE IT RESOLVED, that the following criteria and standards be adopted by the Commission in its summer help program, as follows:**

- 1. All summer help must be full-time, matriculated secondary or higher education (or equivalent) student: Proof of school shall be submitted with application.**
- 2. All summer help must be 17 years of age and not over the age 25.**
- 3. The commission shall pay a wage of \$12.00 per hour.**
- 4. Each Commissioner and the Executive Director shall be entitled to select up to three (3) students for summer employment.**
- 5. Summer students will be paid for the July 4<sup>th</sup> holiday only.**
- 6. The resolution in existence on nepotism, dated 4/14/93, as stated, does not apply to summer student help.**
- 7. Summer student work will be under the supervision of the Department Heads, working with the Personnel Director.**
- 8. Department Heads will advise areas where work is needed and the Personnel Director will provide a job description of the position to be filled as well as age requirements for jobs.**

**BE IT FURTHER RESOLVED, the Commission shall comply with all Federal, State and Local rules and regulations regarding the employment of summer student employees.**

**BE IT FURTHER RESOLVED, a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.**



**PASSAIC VALLEY WATER COMMISSION**  
**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
\_\_\_\_\_

**President**

**IDIDA RODRIGUEZ**

  
\_\_\_\_\_

**Secretary**

**JOSEPH KOLODZIEJ**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 18, 2018.

  
\_\_\_\_\_

**LOUIS AMODIO**

**Administrative Secretary**

**RESOLUTION #18-23**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 18, 2018**

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: **KOLODZIEJ**

**WHEREAS,** Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract, in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC; and

**WHEREAS,** the previous 6-month maintenance contract with Superion (formally Sungard Public Sector), which will end on or about March 31, 2018, is due for renewal, and it is recommended that this contract be extended for the renewal period of 18-months to provide PVWC with assurance of continuity of service; and

**WHEREAS,** a copy of the Director of Purchasing's memorandum dated March 23, 2018 recommending the 18-month extension, and including Superion's breakdown of applications and related fees dated March 23, 2018 (herein, the "Contract") in the total amount of \$189,742.86, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

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

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of Superior (the "Awardee") with regard to the Contract at this time;

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


1. That PVWC hereby awards an 18-month Contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$189,742.86; 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 maintenance agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 18, 2018.

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

**PASSAIC VALLEY WATER COMMISSION**

**18-MONTH CONTRACT FOR THE RENEWAL OF MAINTENANCE OF  
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
DATED MARCH 23, 2018 AND**

**SUPERION'S BREAKDOWN  
OF APPLICATIONS AND RELATED FEES  
DATED MARCH 23, 2018**

**EXHIBIT A**



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 23, 2018

FROM: Purchasing Department

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

RE: **System Software Semi-Annual Maintenance**

Our Eighteen (18) month maintenance contract with Superior (formally Sungard Public Sector) is due for renewal on April 1, 2018 (breakdown of applications and fees for each is attached). The total amount for renewal is \$189,742.86 The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

Respectfully submitted,

Gregg B. Lucianin  
Buyer

cc: L. Amodio  
J. Duprey



Code	Customer	Contract #	Application	Qty	Annual 10/1/17-9/30/18	Semi-Annu. 4/1/18-9/30/18	Annual 10/1/18-9/30/19
2181LG	Passaic Valley Water	9900648	Regist. Modification Option	21	\$ 2,100.00	\$ 1,050.00	\$ 2,100.00
2181LG	Passaic Valley Water	9900189	QR Rep Administrator	1	\$ 379.76	\$ 189.88	\$ 379.76
2181LG	Passaic Valley Water	9900189	QR Rep End User	3	\$ 1,139.28	\$ 569.64	\$ 1,139.28
2181LG	Passaic Valley Water	20011068	CIS Voice Response Selection	1	\$ 1,936.22	\$ 967.61	\$ 1,936.22
2181LG	Passaic Valley Water	20020713	Electronic Learning Pass (HELP) Card-LF	1	\$ 5,300.00	\$ 2,650.00	\$ 5,300.00
2181LG	Passaic Valley Water	20040233	NAVI - Continuing Property Records	1	\$ 13,984.72	\$ 6,992.36	\$ 13,984.72
2181LG	Passaic Valley Water	20040233	NAVI - WorkOrders/Fac Mgmt.	1	\$ -	\$ -	\$ -
2181LG	Passaic Valley Water	20040233	NAVI - Cash Receipts	1	\$ 3,590.52	\$ 1,795.26	\$ 3,590.52
2181LG	Passaic Valley Water	20040233	NAVI - Customer Information Systems	1	\$ 28,719.44	\$ 14,359.72	\$ 28,719.44
2181LG	Passaic Valley Water	20040233	NAVI-GMBA	1	\$ 14,142.98	\$ 7,071.49	\$ 14,142.98
2181LG	Passaic Valley Water	20040233	Navline-Land Parcel Management	1	\$ 3,748.74	\$ 1,874.37	\$ 3,748.74
2181LG	Passaic Valley Water	20040233	NAVI-Accounts Receivable	1	\$ 4,996.30	\$ 2,498.15	\$ 4,996.30
2181LG	Passaic Valley Water	20040233	NAVI-PURCHASING INVENTORY	1	\$ 7,765.24	\$ 3,882.62	\$ 7,765.24
2181LG	Passaic Valley Water	20040233	NAVI-Payroll/Personnel	1	\$ 4,917.18	\$ 2,458.59	\$ 4,917.18
2181LG	Passaic Valley Water	20040233	NAVI-DMS - Document Management Services	1	\$ 1,181.36	\$ 590.68	\$ 1,181.36
2181LG	Passaic Valley Water	20040233	Catalogs for CPJ,CRJ,CXJ,GMJ,LXJ,MRJ,PIJ,PRJ,WFI	9	\$ 3,275.64	\$ 1,637.82	\$ 3,275.64
2181LG	Passaic Valley Water	20040688	Click2Gov Core Module Embedded (2)	1	\$ 2,008.24	\$ 1,004.12	\$ 2,008.24
2181LG	Passaic Valley Water	20040688	Click2Gov Customer Information Module	1	\$ 6,249.94	\$ 3,124.97	\$ 6,249.94
2181LG	Passaic Valley Water	20040771	NAVI - Contact Management	1	\$ 9,402.28	\$ 4,701.14	\$ 9,402.28
2181LG	Passaic Valley Water	20040771	Q-Rep Web Intranet	20	\$ 1,367.60	\$ 683.80	\$ 1,367.60
2181LG	Passaic Valley Water	090324	Q-Rep Catalogs for K1 & KL	2	\$ 725.60	\$ 362.80	\$ 725.60
2181LG	Passaic Valley Water	09776	OnePoint Point of Sale	1	\$ 1,971.96	\$ 985.98	\$ 1,971.96
2181LG	Passaic Valley Water	00001293	QR Rep End User	1	\$ 298.32	\$ 149.16	\$ 298.32
2181LG	Passaic Valley Water	00000814.0	Selection/Credit Card Payment I/F - CIS	1	\$ 562.22	\$ 281.11	\$ 562.22
2181LG	Passaic Valley Water	00000814.0	CIS Voice Response Interface - Selection	1	\$ 1,422.72	\$ 711.36	\$ 1,422.72
Total					\$ 121,185.26	\$ 60,592.63	\$ 121,185.26

3/23/18 Prepared by JB  
3/23/18 Sent to Greg Luciani

NOTES:

Passaic Valley Water has been applied to support for 2018.  
Retrofit fees are subject to change.  
The above fees provided are an estimate only and rounding issues do occur; therefore actual fees invoiced are subject to change.

**PASSAIC VALLEY WATER COMMISSION**

**18-MONTH CONTRACT FOR THE RENEWAL OF MAINTENANCE OF  
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

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

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Description of Project or Contract : Superion (Formally **Sungard Public Sector**)

Amount of Project or Contract: \$ 189,742.86

1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

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

Other comments: Eighteen (18) Month Contract Commencing: March 2018  
System Software Semi-Annual Maintenance

Date of Certification: 03/23/2018 Certified: \$189,742.86

  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION #18-24**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 18, 2018**

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: **KOLODZIEJ**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") solicited for professional services (or extraordinary unspecifiable Services) for Project No. 18-P-21 entitled "Government Relations and Public Affairs" (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**, based on PVWC's review and evaluation of the four (4) responses received February 21, 2018 for the Project, each contained significant deficiencies, either in the proposal itself or from a reported lack of post-submission responsiveness to questions raised during the proposal review period; all of which were considered by PVWC to be sufficient grounds for rejection, without prejudice, of all of the said proposals received; and

**WHEREAS**, because the need for these professional services still exists, and in an effort to encourage competition and seek proposals more responsive to PVWC's specific Project requirements, at the March 21, 2018 Commission Meeting all of the proposals received for Project 18-B-21 were rejected, without prejudice, and following modifications to further clarify PVWC's specific Project requirements, the revised request for proposals for Project 18-P-21 (Revised), was issued and responses for same subsequently solicited through the Fair and Open Process Law in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; 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 of Project 18-P-21 (Revised) as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received a response to provide professional services (or extraordinary unspecifiable services) related to the Project 18-P-21 (Revised) from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS,** each of the two (2) responses received for Project 18-P-21 (Revised) has been evaluated by PVWC based on criteria as set forth in the request for responses, and summarized in the Table entitled "Summary of Proposals Received April 10, 2018", a copy of which is attached hereto and made a part hereof in Exhibit A referenced below; and

**WHEREAS,** based on the said evaluation of each of the responses received, the firm of Gibbons, PC (the "Awardee") of Trenton, New Jersey was determined to be the most professionally qualified and capable of performing the required services with respect to Project 18-P-21 (Revised) and its response received April 10, 2018 (hereinafter the "Response"); and

**WHEREAS,** the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also 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 services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

**WHEREAS,** the said response, or responses, to Project 18-P-21 (Revised) and solicitation are also on file in the office of the Administrative Secretary and available for public inspection; and

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, for the duration of Project 18-P-21 (Revised), 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

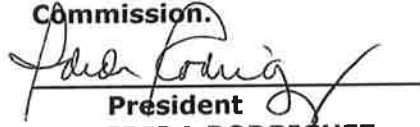
available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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


  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 18, 2018.

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



**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 18-P-21 (Revised)  
GOVERNMENT RELATIONS AND  
PUBLIC AFFAIRS**

**SUMMARY OF PROPOSALS RECEIVED  
APRIL 10, 2018**

**AND FORM OF AGREEMENT**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT 18-P-21 (Revised) GOVERNMENT RELATIONS AND PUBLIC AFFAIRS**

**SUMMARY OF PROPOSALS RECEIVED APRIL 10, 2018**

Name of Firm	Gibbons, PC (Government & Regulatory Affairs Office) 50 West State Street, Suite 1104, Trenton NJ 08608	Princeton Public Affairs Group, Inc.  The Princeton House 160 West State Street Trenton, NJ 08608.1102
Contact Person	David J. Pascrell 609-858-2441 <a href="mailto:dpascrell@gibbonslaw.com">dpascrell@gibbonslaw.com</a>	William J. Pascrell, III 609-396-8838 <a href="mailto:pascrell@ppag.com">pascrell@ppag.com</a>
Alternate Contact Person	Michael D. DeLoreto 609-858-2447 <a href="mailto:mdeloreto@gibbonslaw.com">mdeloreto@gibbonslaw.com</a>	Dale Florio 609-396-8838 <a href="mailto:florio@ppag.com">florio@ppag.com</a>
Proposed Fee	Proposed a flat monthly fee of \$7,500 <sup>(1)</sup>	Proposed a \$3,500/month retainer
Proposed Sub-consultant	None	None
Available Resources	Firm has 200 attorneys (8 full-time lawyer-lobbyists in Trenton)  100,000 square feet (main office space) listed  7% turn-over rate listed	Number of attorneys not listed Number of lawyer-lobbyists not listed  No square feet of office space listed  Reported no turnover for past 5 years
Relevant Experience	10% of total revenues  Their government and public affairs department has been in business since 2002 (16 years)  (They included a list of clients)	0.45% of total revenues  Princeton Public Affairs Group has been in business since 1987 (31 years)  (They listed municipal & county clients)
Insurance Information Included	Yes	Yes
Political Contributions Listed	"No reportable contributions"	Included in Proposal
PVWC's Scope of Work	Included in Proposal	Included in Proposal
PVWC's Form of Agreement	Not Included in Proposal	Included in Proposal
PVWC's Non-Collusion Affidavit	Included in Proposal	Included in Proposal

NOTE: (1) Proposal requested that reimbursable expenses be billed separately.

## 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 Gibbons, PC, a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 50 West State Street, Suite 1104, Trenton, New Jersey 08608.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (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 April 10, 2018, 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. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, for the duration of the Project. 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. 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 summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, dollar amount for cost of services (said amount 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 Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with

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

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

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

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

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

**GIBBONS, PC**

Witness or Attest

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

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
IDIDA RODRIGUEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**



**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 18-P-21 (Revised)  
GOVERNMENT RELATIONS AND  
PUBLIC AFFAIRS**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

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

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Description of Project or Contract:

**Professional Engineering Services** for Project # 18-P-21 (Revised) – Professional Services for Government Relations and Public Affairs. (Gibbons, PC).

Amount of Project or Contract not to exceed: **\$90,000**

\$7,500 per month retainer

1. Acct #: 001-0201-412.30-04 BUDGET 2018

Other Comments: **Professional Services**

Date of Certification: April 11, 2018



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

**RESOLUTION #18-25  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 5)**

**DATE OF ADOPTION: APRIL 18, 2018**

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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (the "Project") was awarded to CH2M Hill Engineers, Inc. ("CH2M") of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$3,188,397.00; and

**WHEREAS,** the Project has been amended previously, with the Commission's approval, which amendments were numbered 1 through 4; and

**WHEREAS,** Amendments 1 and 2 for professional services to assess alternate site locations (for the Levine Storage Improvement Project), and for incorporating additional requirements and project features (for the Emergency Power Project), respectively, were previously approved; and

**WHEREAS,** in addition, Amendments 3 and 4 for technical support to assist PVWC during the public outreach and participation process and helping obtain a HUD Community Development Block Grant-Disaster Recovery (CDBG-DR), and for additional design and

submittal HUD requirements, respectively, were also previously approved; and

**WHEREAS,** Amendment number 5, which is the subject of this Resolution, addresses additional services not previously addressed by Amendments 1 through 4; and

**WHEREAS,** Amendments 1-4 did not include construction phase services impacts which depended on actual start dates of the construction phase services, as well as on the timing and sequencing of the various construction contracts as they unfold, because the said impacts were not able to be sufficiently quantified at that time; and

**WHEREAS,** at PVWC's request, CH2M provided additional professional services over an extended five-month bid period to assist PVWC through the bid protest hearing process which ultimately led to award of the Emergency Power Contract; and

**WHEREAS,** based on the subsequent delayed start of construction of the Emergency Power Project (and additional delays resulting from utilization of the CDBG-DR program) and the duration of the contract extended at PVWC's request from eighteen (18) months to twenty four (24) months (necessitated by the increased technical complexity of the project), the related construction phase services impacts (CH2M office construction administration and resident observation) associated with the said Emergency Power Project have now been sufficiently quantified; and

**WHEREAS,** as previously indicated, utilizing the CDBG-DR could save PVWC approximately \$500,000 in an upfront reduction of NJDEP/HUD fees, and principal forgiveness of up to twenty five percent (25%) of the construction cost (a projected estimated savings of approximately \$7,000,000) on the Emergency Power Project; and

**WHEREAS,** construction of the Levine Storage Improvement Project and the Emergency Power Project was originally contemplated to occur in parallel, which is no longer the case, which thereby requires

a reallocation of professional services for resident observation between these two projects; and

**WHEREAS,** a portion of the budget for full time resident observation has been reallocated from the Levine Storage Improvement Project to the Emergency Power Project (within overall Project 12-P-43) in the amount of \$383,434.00 due to the Projects not being performed simultaneously, and which transferred amount has served to reduce the net increase for Amendment 5 as set forth below; and

**WHEREAS,** at PVWC's request, CH2M has submitted a proposal dated February 23, 2018 (the "Proposal") to include additional professional services related to the above (with the exception of design and construction phase services impacts for the Levine Storage Improvement Project, which will depend on the actual additional design requirements to be quantified following the outcome of the regulatory historic review process and on the start date of construction phase services, as well as on the timing and sequencing of that construction contract as it unfolds, which impacts cannot be sufficiently quantified at this time); and

**WHEREAS,** when the actual timing and sequencing of the design and construction phase services impacts for the Levine Storage Improvement Project become sufficiently known to enable these cost impacts to be appropriately quantified, a request for a negotiated increase in the professional services to reflect said impacts will be submitted to the Commission for consideration at some future date when appropriate; and

**WHEREAS,** said additional professional services included in Amendment 5 were not included in CH2M's original proposal (nor in previously approved Amendments 1-4); and

**WHEREAS,** a copy of the form of Amendment 5 to the Agreement for Professional Services (Project 12-P-43) followed by a copy of the Proposal, including a breakdown of the scope and additional costs

related thereto, is attached hereto and hereby made a part hereof (and attached to Exhibit B referenced below); and

**WHEREAS,** the Director of Engineering has reviewed CH2M's Proposal for the additional Work as set forth hereinabove and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said modifications to the Project, and additional costs related thereto, be approved, and that additional costs related to design and construction phase services impacts for the Levine Storage Improvement Project, be deferred for reasons set forth hereinabove; and

**WHEREAS,** a copy of the Director of Engineering's memorandum dated April 4, 2018 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS,** previously approved Amendments 1-4 increased the above not-to-exceed total amount to \$3,686,367.00 (an overall 15.6% increase); and

**WHEREAS,** the previously approved not-to-exceed total price of \$3,686,367.00 (which includes Amendments 1-4) is hereby increased by the additional negotiated amount of \$414,164.00 (an additional 13.0% increase) for Amendment 5 as set forth herein, for a revised not-to-exceed total price of \$4,100,531.00 for the Project (which equates to an overall net increase of approximately 28.6% to the Project); and

**WHEREAS,** the said modifications will be incorporated into Amendment 5, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS,** the additional services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable

services) within the meaning and intent of the Local Public Contracts Law; and

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

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

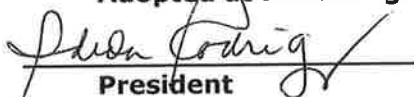
1. That PVWC hereby approves Amendment 5 to the Agreement for Professional Services for Project 12-P-43 with modifications to the scope of Work for the Project as set forth in CH2M's Proposal dated February 23, 2018, which modifications result in an increase of \$414,164.00 thereby increasing the total previously approved not-to-exceed amount for Project 12-P-43 (including previously approved Amendments 1-4) from \$3,686,367.00 to \$4,100,531.00; all as set forth hereinabove; and
2. That a portion a portion of the budget for full time resident observation shall be reallocated from the Levine Storage Improvement Project to the Emergency Power Project (within overall Project 12-P-43) in the amount of \$383,434.00 due to the Projects not being performed simultaneously, and which transferred amount has served to reduce the net increase for Amendment 5 as set forth hereinabove; and
3. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Amendment 5, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
President  
**IDIDA RODRIGUEZ**

  
Secretary  
**JOSEPH KOLODZIEJ**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 18, 2018.

  
**LOUIS AMODIO**  
Administrative Secretary



**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 5)**

**PVWC DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED APRIL 4, 2018**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: April 4, 2018

To: Hon. Commissioners

From: J. Duprey

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

Re: Modifications to Professional Services for Project 12-P-43 "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services-Professional Services for Additional Project Modifications (Amendment 5)

**Summary**

It is recommended that, under Project 12-P-43, CH2M, Inc. ("CH2M") (formerly CH2M Hill Engineers, Inc.) of Parsippany, New Jersey be awarded an increase of \$414,164.00 (increasing the total previously approved not-to-exceed amount for Project 12-P-43 from \$3,686,367.00 (which includes previously approved Amendments 1-4) to \$4,100,531.00 to provide PVWC with additional professional services related to the Project as set forth in the attached copy of CH2M's proposal dated February 23, 2018.

These recommended modifications under this proposed Amendment 5 are set forth in more detail below.

**Background**

Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (the "Project") was awarded to CH2M Hill Engineers, Inc. of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$3,188,397.00.

As can be seen from the Table below, previously approved Amendments 1-4 increased the above not-to-exceed total amount to \$3,686,367.00. Proposed Amendment 5 in the negotiated amount of \$414,164.00 increases the above not-to-exceed total amount to \$4,100,531.00.

Description	Adjustment	Total Not-to-Exceed
Original Agreement with CH2M		\$3,188,397.00
Previously Approved (Amendments 1-4)	\$497,970.00	\$3,686,367.00
Proposed Amendment 5	\$414,164.00	<b>\$4,100,531.00</b>

*Previously Approved Amendments 1-4*

Amendments 1 and 2 for professional services to assess alternate site locations (for the Levine Storage Improvement Project), and for incorporating additional requirements and project features (for the Emergency Power Project), respectively, were previously approved.

In addition, Amendments 3 and 4 for technical support to assist PVWC during the public outreach and participation process and helping obtain a HUD Community Development Block Grant-Disaster Recovery (CDBG-DR), and for additional design and submittal HUD requirements, respectively, were also previously approved.

As previously indicated, the above-referenced Amendments 1-4 did not include construction phase services impacts which depended on actual start dates of the construction phase services, as well as on the timing and sequencing of the various construction contracts as they unfold, because the said impacts were not able to be sufficiently quantified at that time.

#### Amendment 5

The following additional professional services were not included in CH2M's original proposal, nor in previously approved Amendments 1-4:

- At PVWC's request, CH2M provided additional professional services over an extended five-month bid period to assist PVWC through the bid protest hearing process which ultimately led to award of the Emergency Power Contract.
- Based on the subsequent delayed start of construction of the Emergency Power Project (and additional delays resulting from utilization of the CDBG-DR program) and the duration of the contract extended at PVWC's request from eighteen (18) months to twenty four (24) months (necessitated by the increased technical complexity of the project), the related construction phase services impacts (CH2M office construction administration and resident observation) associated with the said Emergency Power Project have now been sufficiently quantified. As previously indicated, utilizing the CDBG-DR could save PVWC approximately \$500,000 in an upfront reduction of NJDEP/HUD fees, and principal forgiveness of up to twenty five percent (25%) of the construction cost (a projected estimated savings of approximately \$7,000,000) on the Emergency Power Project.
- Construction of the Levine Storage Improvement Project and of the Emergency Power Project was originally contemplated to occur in parallel, which is no longer the case, thereby requiring a reallocation of professional services for resident observation between these two projects. A portion of the budget for full time resident observation has been reallocated from the Levine Storage Improvement Project to the Emergency Power Project (within overall Project 12-P-43) in the amount of \$383,434.00 due to the Projects not being performed simultaneously, and which transferred amount has served to reduce the net increase for Amendment 5 as set forth below.

At PVWC's request, CH2M has submitted a proposal dated February 23, 2018 (the "Proposal") to modify the Project to include additional professional services related to the above (with the exception of design and construction phase services impacts for the Levine Storage Improvement Project, which will depend on the actual additional design requirements to be quantified following the outcome of the regulatory historic review process and on the actual start date of construction phase services, as well as on the timing and sequencing of that construction contract as it unfolds, which impacts cannot be sufficiently quantified at this time).

When the actual timing and sequencing of the design and construction phase services impacts for the Levine Storage Improvement Project become sufficiently known to enable these cost impacts to be appropriately quantified, a request for an negotiated increase in the professional services to reflect said impacts will be submitted to the Commission for consideration at some future date when appropriate.

A copy of CH2M's Proposal dated February 23, 2018 for Amendment 5, including a breakdown of the scope and negotiated additional costs related thereto, is attached to and made a part of Exhibit B referenced below.

CH2M's Proposal for the additional Work as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional Work involved.

It is recommended that, under Project 12-P-43, CH2M be awarded a negotiated increase of \$414,164.00 (13.0%) for Amendment No. 5 thereby increasing the total previously approved not-to-exceed amount for Project 12-P-43 from \$3,686,367.00 (which includes previously approved Amendments 1-4) to \$4,100,531.00 (which equates to an overall net increase of approximately 28.6% to the project) to provide PVWC with additional professional services related to the Project under Amendment No. 5 as set forth in the attached copy of CH2M's proposal dated February 23, 2018.

It is also recommended that anticipated additional costs related to design and construction phase services impacts for the Levine Storage Improvement Project be deferred for reasons set forth hereinabove.

Subject to concurrence and approval by the Law Department as to form and legality, the said changes will be incorporated into "Amendment 5 to the Agreement for Professional services (Project 12-P-43)" the form of which is included in Exhibit B.

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 5)**

**FORM OF AMENDMENT TO AGREEMENT  
AND CH2M'S PROPOSAL  
DATED FEBRUARY 23, 2018**

**EXHIBIT B**

**Passaic Valley Water Commission  
Amendment No. 5 to the  
Agreement for Professional Services  
(Project 12-P-43)**

This Amendment No. 5 to the Professional Engineering Services—Emergency Back-Up Power and Water Storage Facilities—Design, Permitting and Construction Administration Services (Project 12-P-43) (hereinafter "Amendment") is made by and between:

Passaic Valley Water Commission ("PVWC")

- and -

CH2M Hill Engineers, Inc. ("CH2M")

(hereinafter referred to collectively as the "Parties" or either one of them as "Party").

IT IS hereby agreed as follows:

**ARTICLE 1  
Recitals**

**1.01.** On or about June 19, 2013, the PVWC and CH2M entered into an Agreement for "Professional Engineering Services—Emergency Back-Up Power and Water Storage Facilities—Design, Permitting and Construction Administration Services" (hereinafter "Agreement"), referred to as Project 12-P-43, not-to-exceed the amount of \$3,188,397.00.

**1.02.** CH2M submitted a claim to the PVWC for an increase in the not-to-exceed amount of the Agreement to compensate CH2M for various unforeseen events and changes since the original Agreement was executed. The changes include the following:

- 1.02.01.** Under the original scope of the Agreement, the Parties anticipated that the Emergency Back-Up Power project (hereinafter "Generator Project") and Water Storage Facilities project (hereinafter "Levine Project") were going to proceed with construction concurrently. They did not.
- 1.02.02.** The Generator Project schedule was increased from 18 months to 24 months.
- 1.02.03.** There was a bid protest on the Generator Project, which required additional services from CH2M.
- 1.02.04.** The complexity of both Projects increased.

1.02.05. The recordkeeping involved in administering the financing for the Projects is more complex than originally contemplated due to the new grant monies being made available, as opposed to low-interest debt through NJDEP, CDBG funds.

1.03. The PVWC reviewed CH2M's claim, and the Parties negotiated the claim multiple times beginning approximately a year prior to this Amendment.

1.04. The original amount of CH2M's claim was \$1,315,271.00, which has been compromised to \$414,164.00, which was memorialized in a 6-page letter dated February 23, 2018, issued by Russell Ford, PhD, PE, Vice President and by Linda Wancho, PE, Project Manager jointly on behalf of CH2M to Kevin P. Byrne, PE, Principal Engineer, for the PVWC (hereinafter "Compromise").

1.05. By enacting this Amendment, the not-to-exceed amount of this Agreement changes as follows:

Agreement or Amendment	Adjustment	Total Not-to-Exceed
Agreement (original)		\$ 3,188,397.00
Amendments 1-4	\$ 497,970.00	\$ 3,686,367.00
Amendment 5	\$ 414,164.00	\$ 4,100,531.00

## ARTICLE 2

### Acceptance of Compromise

2.01. *Acceptance of Compromise.* The Parties accept the Compromise and adopt same as an amendment to the Agreement, thereby increasing the not-to-exceed amount of the Agreement by \$414,164.00 for a new total of \$4,100,531.00.

2.02. *Compromise Incorporated.* The Compromise is incorporated herein and made a part of the terms and conditions of this Amendment.

2.03. *Effective Date.* The Effective Date of this Amendment shall be the date on which this Amendment is fully executed by, and delivered to, all Parties hereto and the PVWC's governing body has duly authorized the PVWC to execute, deliver, and be bound by the terms of this Amendment. Unless and until the PVWC's governing body has duly authorized or ratified this Amendment, this Amendment shall have no force and effect and shall be null and void.

2.04. *Full and Final Settlement of CH2M's Claim.* CH2M agrees that this Amendment shall constitute full and final compensation to CH2M for any and all claims for additional compensation in connection with the Agreement that were, or could have been, asserted against the PVWC by CH2M or requested from PVWC by CH2M as of the date of the Compromise. CH2M may not re-assert any claim that it asserted previously in connection with the negotiations leading up to the Compromise.

**2.05. Reservation of Right.** CH2M reserves the right to assert a claim or request an increase in compensation in connection with the Agreement for any claims that were unknown as of the date of the Compromise and could not have been asserted by CH2M before the date of the Compromise. In addition:

- 2.05.01. CH2M reserves the right to assert a claim or request an increase in compensation in connection with the Agreement relating to impacts on the cost of providing design and construction phase services on the Levine Project, which the Parties stipulate will depend on actual additional design requirements, if any, the future start date and timetable for construction of the Levine Project, and events that may transpire during the course of construction on the Levine Project.
- 2.05.02. Nothing herein shall constitute a waiver by CH2M of its right to seek additional compensation in connection with the Generator Project, provided that CH2M's claim is permissible under this Amendment.
- 2.05.03. Although the PVWC foresees the likelihood that CH2M may request another increase in their compensation under the Agreement at some point in the future, the PVWC does not take any position on future claims that have been reserved by CH2M and nothing herein shall bind the PVWC to increase CH2M's compensation beyond the not-to-exceed amount set forth in this Amendment.

### ARTICLE 3

#### Construction of the Amendment

**3.01. Agreement.** The Parties remain bound by all provisions in the Agreement that are not amended herein or are not inconsistent with this Amendment. Unless a specific waiver is made herein, both Parties reserve all of their rights and claims under the Agreement as amended.

**3.02. Severability.** If any of the provisions of this Amendment are determined to be invalid under any applicable state or federal laws, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable, and shall remain in full force and effect.

**3.03. Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Digital and/or facsimile signatures will be deemed original signatures for purposes of this Amendment.

**3.04. Neutral Construction.** This Amendment shall be given a neutral construction, such that it shall not be construed in favor of or against any party to this Amendment by reason of the extent to which any party or its Counsel participated in the drafting hereof.

**3.05. *Recitals.*** The Recitals set forth in Article 1 of this Amendment shall be construed as terms to the Amendment and not mere recitals.

**3.06. *Signators' Representations.*** By signing this Amendment, each of the undersigned represents that s/he is duly authorized to enter into this Amendment and to legally bind his/her respective Party to same.

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



**CH2M Hill Engineers, Inc.**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Signature)

Name & Title: \_\_\_\_\_  
(Print)

Witness or Attest:

\_\_\_\_\_ (signature, print name)

-o0o-

**Passaic Valley Water Commission**

By: _____	By: _____
LOUIS AMODIO	IDIDA RODRIGUEZ
Administrative Secretary	President

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 5)**

**CH2M'S PROPOSAL  
DATED FEBRUARY 23, 2018**

**(ATTACHMENT TO EXHIBIT B)**



CH2M  
119 Cherry Hill Rd  
Suite 300  
Parsippany, NJ 07054  
  
O +1 973 316 9300  
F +1 973 334 5847  
www.ch2m.com

Kevin P. Byrne, P.E.  
Principal Engineer  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

February 23, 2018

Re: Project No. 12-P-43

Professional Engineering Services Emergency Back-Up Power and Water Storage Facilities Design,  
Permitting and Construction Administrative Services  
Emergency Backup Power – Change Order 5

Dear Mr. Byrne,

CH2M HILL (CH2M), has been providing services in support of Project No. 12-P-43 since June 2013. During this time, the sub-project scopes and durations have changed from the original scope of work, and the sub-projects are no longer being delivered concurrently. For the Emergency Backup Power project, the following major changes have occurred:

- Funding the project through CDBG-DR Fund or (HUD), as decided in December 2014. This delayed project bidding and resulted in additional design components and coordination needs with NJDEP, NJEIT and HUD for funding.
- Provided additional bidding assistance during the bid protest hearing.
- Project delay of 29 months, resulting in a 10% inflation in labor fees.
- An increase in complexity resulting from additional design elements such as retaining walls, increased generator capacity, increased building size, flow through for new electrical switchgear, revised power routing, etc.
- Increased construction duration from 18 to 24 months, which is a 33% increase.
- Delivery of the bidding, construction and startup of the Emergency Backup Power project as a stand-alone project.

This letter identifies additional work efforts and requested budget additions as discussed with you to meet the project needs. Table 1 provides a summary of the requested budget addition and basis for the request. The following text offers additional detail on the work efforts.

CH2M HILL, INC.

**Table 1 PVWC Emergency Standby Power -  
Requested Engineering Budget Additions February 2018**

Item	Budget Addition Requested (\$)	Basis for Request
1. HUD Funding Tasks 3 – 8	9,928	HUD requirements were essentially unknown
2. Task 10 - Bidding Assistance	102,600	Work performed at the request of PVWC
3. Task 9 - Financing Assistance	54,751	Increase for 18 to 24 month extension + inflation, reporting assistance needed.
4. Task 11 - Construction Administration/Office Coordination	34,800	Negotiated amount based on contractor/PSE&G difficulties, and need for Engineering review of alternate equipment for submittal to PSE&G
	104,576	Increase in complexity, additional shop drawings and RFIs
	72,000	Project standalone w/o Levine - 20 hr/month addition at \$200/hr
	5,000	Extra site visits by specialty personnel for additions to scope
5. Task 12 - Resident Engineering	383,434*	A partial transfer of full time resident budget from Levine reservoir is intended due to projects not being performed simultaneously.
6. Task 13 - Start-up Services	7,418	Increase in complexity + inflation
7. Task 14 - Operation and Maintenance	6,609	Accounting error, expenditure was for Task 10
	4,560	Increase in complexity - additional equipment
8. Task 15 - Training	1,970	Inflation
9. Task 16 - Record Drawings	9,952	Increase in complexity + inflation
<b>Total Addition to Emergency Power Subproject *</b>	<b>\$ 414,164</b>	<b>* Does not include the Task 12 transfer from Levine budget</b>
* Per PVWC direction, Resident Engineering cost to be transferred from Levine Tank budget (same professional services project)		

### 1. Pre-bid HUD Activities

The following HUD related activities were partially funded under Change Orders 3 and 4 and were executed in 2015 to 2016 and paid for. The work efforts are described in general terms below. Additional details can be found in the monthly progress reports submitted with our Invoices.

- May 2015 – updated design documents to include HUD requirements, coordinated efforts with and submitted design documents to NJEIT and Department of Community Affairs.
- July 31, 2015 – comments received from NJEIT
- July 31 - Dec 10, 2015 – adjudicated comments, updated design document and submitted 100% documents to PVWC addressing NJEIT comments and differential protection design.

- January 2016 – received additional comments from PVWC on the December design documents, agreed on approach to address comments and updated the design documents accordingly.
- February 26, 2016 – Bid ready documents submitted to NJEIT and Office of the State Comptroller (OSC).
- Received comments from OSC on front end documents
- Updated Vol 1 of specs to address OSC comments and revise bid date. Resubmitted to NJEIT and requested Authorization to Advertise

Work efforts expended, invoiced and paid in 2016 included a budget overrun of \$9,928.19 billed under Tasks 3 – 8. A transfer of funds into the project will be needed to address this negative balance.

***Request- \$9,828 to replenish task overrun***

## **2. Bidding Assistance (Task 10) (partially funded)**

The following services have been provided for bidding the project.

- May 2016 – Bid Documents advertised
- Four Addenda Issued, 2 for bid extension, 2 with technical updates and response to questions
- August 9, 2016, 7 bids received.
- Technical support provided for review of bids and to support needs for the bid protest by Tomar Construction LLC
- December 2016, bid protest complete – decision to award to Stone Hill Contracting
- January 2017 – preparation of package for submittal to request Authorization to Award
- Coordination with Stone Hill and their subcontractors regarding design intent
- Preparation of and submittal of required documents to the Office of the State Comptroller

These work efforts have been invoiced and paid although work was above the initial project budget. Work efforts for coordination with NJDEP regarding HUD requirements and efforts aligned with the bid protest extending over a five-month bid period exceed the original contract scope and budget. Coordination efforts with Stone Hill Contracting regarding their equipment supply is ongoing and are expected to continue. Notice to Proceed was issued at the March 30 preconstruction meeting. A budget addition of \$102,600 is required to cover these out of scope efforts required through April 28, 2017.

***Request - \$102,600 for additional Bidding Services***

## **3. Financing Assistance – Task 9**

At project inception, PVWC planned to finance this work through the New Jersey Environmental Infrastructure Trust (NJEIT). All submittals have been made according to this plan. In November 2014, when we requested authorization to advertise the project, the NJDEP indicated that they had funds available through a HUD Community Development Block Grant -Disaster Recovery (CDBG-DR) to be administered through the NJDEP in coordination with the Department of Community Affairs (DCA). Subsequently PVWC agreed to pursue this funding source. As a result, the project will actually be funded through both NJEIT and CDBG-DR, and the requirements of both programs have to be met. Additional budget is needed for the reporting required during construction for both programs. The following tasks are proposed:

- Provide services to assist PVWC with the grant program support and reporting requirements of the CDBG-DR grant. The anticipated level of effort for this over the 24 months of construction is 270 hours.

***Request- \$54,751 for Financing Assistance***

#### 4. PSE&G Requirements (Task 11)

Information is needed from PSE&G in order to meet several of their requirements. Their lack of response makes coordination more difficult and time consuming than anticipated.

Additionally, it is known that Stone Hill Contracting has proposed alternate equipment to that specified in the design for major project components including the switchgear and generators. These alternates require additional engineering efforts, meetings and coordination with PSE&G to review and confirm their feasibility and acceptance or otherwise. Additionally, PSE&G has indicated that all submittals must be reviewed and approved by the engineer prior to submittal to them for input. The specifications identified that any deviations from the design must be first approved by PSE&G. PVWC has directed CH2M to review these submittals so that PSE&G will then review them.

***Request – PSE&G Requirements - \$34,800 for submittal reviews and coordination needs.***

#### 5. Construction Administration, Office Coordination- Task 11

PVWC approved the following design additions to the project via change orders 1, 3 and 4 in 2014 and 2015:

- Larger generator building to house increased number and size of generators
- New location of the generator building requiring demolition of the powdered activated carbon facilities
- Additional sound attenuation in generator building due to increased generator size and modified location of generator facility
- Retaining wall – MSE and soli nail at the south side of the generator building
- Flow through for new electrical switchgear to improve plant operations– new enclosures, foundation plans
- Revised power routing to accommodate new switchgear location
- New generator control panel in Main Pump Building
- Larger fuel storage, in revised location
- Containment and controls for fuel storage tanks to meet HUD requirements

These additional project elements included in design result in increased efforts during construction administration because of the addition of facilities, increased complexity in the facilities and controls, additional subsurface routing of conduit and the location of work efforts over a greater area of the site. One way to quantify design complexity is by the sheet count, or number of design drawings. The total sheet count for the project as bid is 123 sheets. Thirty six (36) of those sheets can be attributed directly to the design changes listed above. The remaining 88 sheets (61 originally proposed and 26 new) are considered part of the original design. These additional sheets translate to a 41% increase in project complexity calculated as  $36/88 \times 100 = 41\%$ .

Addition of these project elements has also resulted in an additional duration required for construction. The project construction period is now 24 months rather than the 18 months planned for. The 24-month construction period equates to 104 weeks, which is 33% longer than originally proposed.

The Initial Water Storage Phase 1 Improvements Program identified the Levine Storage Tanks and Standby Emergency Generator Projects as being delivered concurrently through design and construction. Therefore, staffing and budgets for the two subprojects were co-mingled in the original

proposal. However, because of delays in the Levine Project, the project services during construction (SDCs) cannot be delivered concurrently. Delivery of the Emergency Generator project as a stand-alone project requires alignment of proposed shared staff and budget directly to this project.

Site visits by specialty personnel (geotechnical and electrical) will be needed to assist field personnel at appropriate times during construction. Originally a total of 80 hours was anticipated for this effort. The addition of the mechanically stabilized earth (MSE) and soil nail wall will require additional site visits by a geotechnical engineer. The addition of flow through switchgear will require additional site visits for an electrical engineer.

***Request- \$ 181,576 addition for Construction Administration***

#### **6. Resident Engineering – Task 12**

Construction of the two sub-projects was originally planned to occur in parallel. For resident observation, one full time resident was planned for each of the 2 sub-projects. The anchor, on-staff resident was aligned with the Levine project. Additionally, as presented in our proposal and requested in the RFP, "one resident assistant provided by CH2M Hill at the Levine Reservoir site will be available to assist at the Little Falls WTP site". The original budget (\$108,160) for the resident assistant was carried in the Levine Reservoir project task. Because the Levine Reservoir project is delayed, the budget for the proposed "floating" resident assistant is not available for the Emergency Power project. Also, the expertise of the on-staff resident is not available to the team.

Staffing for the emergency generator project is proposed as follows:

- One on-staff full time experienced resident engineer for 24 months, with the cost differential transferred from the Levine Reservoir budget as indicated by PVWC.
- One resident inspector full time for at least a 12 month period, to be provided by PVWC.

In addition to the staffing change required by execution of the Emergency Standby Generator project as a single project, the construction period is now 24 months rather than the original 18 month period, resulting in a need for 1000 additional hours for the full time resident engineer.

***Request- \$ 383,434 for Resident Observation (to be transferred from the Levine Reservoir budget)***

#### **7. Startup – Task 13**

As originally proposed, 15 days on-site will be provided for startup services. Increased project complexity and inflation for delays results in a budget need of \$7,418.

#### **8. Operation and Maintenance – Task 14**

Operation and Maintenance Manuals will be prepared as originally proposed with additions for flow through switchgear and fuel storage and feed systems as designed. The Increased complexity and Inflation for delayed start result in a budget need of \$4,560, additionally an accounting error resulted in charges of \$ 6,609 to this task that were actually completed for Task 10 bidding assistance. The resulting total budget need for Task 14 is \$11,169.

#### **9. Training – Task 15**

As originally proposed, on-site training consisting of field and classroom training will be provided. One, consecutive three-day training class will be provided. Project delay results in an Inflation cost of \$1,970 for this task.

#### 10. Record Drawings – Task 16

As originally proposed, two sets of electronic record drawings (one full size, one half size) will be prepared independently of any record drawings prepared by the contractor, and will meet the same requirements as the design drawings. Changes made to reflect the as-installed conditions will be made in the same level of detail and quality as the original design drawings. The increase in facilities designed, resulted in additional design sheets, and will in turn result in additional sheets for updates to create the record drawings. The increased complexity and inflation costs, result in a budget need of \$9,952 for this task.

### Budget Addition Request

We request a budget addition of \$414,164 for the Emergency Standby Power project to fund execution of the scope items identified above. Additionally, it is understood that PVWC intends to transfer budget from the Levine Reservoir subproject for the resident engineering needs.

We appreciate the opportunity to discuss this with you to agree the path forward following your review. In the meantime, if you have any questions, please contact one of us.

Regards,

CH2M



Russell Ford, PhD, P.E.  
Vice President - CH2M



Linda Wancho, P.E.  
Project Manager – CH2M

cc:

Jim Duprey  
Joe Bella



**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING  
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE  
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION  
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 5)**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

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

---

**Description of Project or Contract:**

**Professional Engineering Services for Project # 12-P-43 – Professional Services for Emergency Back-Up Power & Water Storage Facilities Design, Permitting & Construction Administration Services. (CH2M Hill).**

**Amount of Project or Contract not to exceed: \$414,164**

**Contract amendments # 5**

**1. Acct #: 001-0901-419.95-24 BUDGET 2018**

**Other Comments: Professional Services**

**Date of Certification: March 9, 2018**



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

**RESOLUTION #18-26  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
STATE CONTRACT #M0483-16-r-24098 89967  
PROCUREMENT OF COMPUTERS AND MONITORS**

**DATE OF ADOPTION: APRIL 18, 2018**

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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, PVWC requires the procurement of four (4) new Dell Precisions Workstations T7810, thirty (30) new Dell OptiPlex 3050 MT computers, and associated monitors to replenish existing inventory and to replace existing computers and monitors that are nearing or at the end of their useful life; and

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

**WHEREAS**, PVWC has elected to procure the said computer equipment in the total amount of \$33,474.96 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-16-r-24098 89967 (herein the "State Contract"), and a copy of a memorandum dated April 10, 2018 from PVWC's Director of Purchasing, along with other relevant information, is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS**, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the

General Counsel has reviewed the proposed purchase as to form and legality); and

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

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


1. That the purchase of the above-referenced replacement servers under the State Contract is hereby awarded to the Awardee in the total amount of \$33,474.96; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

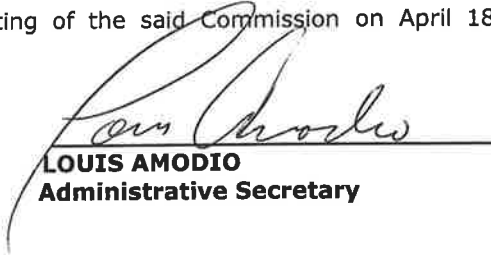
  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 18, 2018.



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

**PASSAIC VALLEY WATER COMMISSION  
PROCUREMENT OF COMPUTERS AND MONITORS**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED APRIL 10, 2018  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT INFORMATION**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: April 10, 2018

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # M0483 16-r-24098 89967  
Computers and Monitors**

The Commercial Department is requesting to Purchase Additional Computer & Monitors

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **\$33,474.96**. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

Gregg B. Lucianin  
Buyer

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: **State Contract Purchase M0483 16r-24098  
Dell Marketing, L.P. 89967**

Amount of Project or Contract: \$33,474.96

1. Acct: # 001-0604-416-65-03 Computer Equipment

Specific Appropriation to which expenditures will be charged: Budget 2018

Other comments: Single Purchase: April 2018  
Computers & Equipment

Date of Certification: 04/10/2018 Certified: \$33,474.96

  
Kitzchak Weiss  
Comptroller and Chief Financial Officer

YW:gbl

---





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

Governor Chris Christie • Lt. Governor Kim Guadagno

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## TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
M0003 16-r- 24052	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	89850
M0483 16-r- 24098	NASPO VALUEPOINT COMPUTER	DELL MARKETING LP	89967
M7000 15-r- 23681	DATA COMMUNICATIONS EQUIPMENT	DELL MARKETING LP	88796

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## A quote for your consideration!

**Total: \$33,474.96**

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b>	<b>Quote date:</b>	<b>Quote expiration:</b>
3000023950488.1	Apr. 10, 2018	May 10, 2018

<b>Company name:</b>	<b>Customer number:</b>	<b>Phone:</b>
PASSAIC VALLEY WATER COMMISSIO	133751762	(973) 340-4364

<b>Sales rep information:</b>	<b>Billing Information:</b>
Larry Hays Damion_Hays@Dell.com (800) 456-3355 Ext: 7250045	PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON NJ 07011-2195 US (973) 340-4364

### Pricing Summary

Item	Qty	Unit Price	Subtotal
Precisions Workstations T7810	4	\$1,968.33	\$7,873.32
Dell Stereo Speaker System - AX210 USB	4	\$14.79	\$59.16
Dell Dual Monitor Stand MDS14	4	\$124.09	\$496.36
Dell UltraSharp 24 InfinityEdge Monitor - U2417H	8	\$207.89	\$1,663.12
OptiPlex 3050 MT	30	\$605.78	\$18,173.40
Dell 22 Monitor - P2217	20	\$125.99	\$2,519.80
Dell 22 Monitor - P2217H	10	\$144.89	\$1,448.90
Dell Dual Monitor Stand - MDS14A	10	\$124.09	\$1,240.90
<b>Subtotal:</b>			<b>\$33,474.96</b>
<b>Shipping:</b>			<b>\$0.00</b>
<b>Environmental Fees:</b>			<b>\$0.00</b>
<b>Non-Taxable Amount:</b>			<b>\$33,474.96</b>
<b>Taxable Amount:</b>			<b>\$0.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$33,474.96</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

**Dear Customer,**

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Larry Hays

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

**Shipping Group 1**

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
PATRICK PORCARO	(973) 340-4355	DELL Standard Delivery	1525 MAIN AVE CLIFTON NJ 07011-2195 US

SKU	Description	Qty	Unit Price	Subtotal
	Precisions Workstations T7810	4	\$1,968.33	\$7,873.32
	<b>Estimated delivery date: Apr. 25, 2018</b>			
	<b>Contract No: WN23AGW</b>			
	<b>Customer Agreement No: MNWNC-108/89967</b>			
210-ACQN	Dell Precision Tower 7810 XCTO Base	4	-	-
338-BJLU	Intel Xeon Processor E5-2630 v4 (10C, 2.2GHz, 3.1GHz Turbo, 2133MHz, 25MB, 85W	4	-	-
412-AADK	Single Processor Heatsink for T7810	4	-	-
619-AMSU	Windows 10 Pro for Workstations (4 Cores Plus) Multi - English, French, Spanish	4	-	-
630-AAPK	No Productivity Software	4	-	-
321-BCEN	Dell Precision Tower 7810 825W Chassis, v2, BW	4	-	-
490-BBWX	1GB nVidia NVS 315 (DMS59) (DMS59-dual DVI adapter) (ULGA12)	4	-	-
370-ACQX	8GB (2x4GB) 2400MHz DDR4 RDIMM ECC	4	-	-
631-AAHW	No Out-of-Band Systems Management	4	-	-
400-AIJM	1TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive,FPWS	4	-	-
401-AADF	No Additional Hard Drive	4	-	-
401-AADF	No Additional Hard Drive	4	-	-

401-AADF	No Additional Hard Drive	4		
411-XXXY	Boot drive or boot volume is less than 2TB	4		
449-BBEX	C1 SATA 3.5 Inch, 1-2 Hard Drives	4		
403-BBHF	Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10	4		
780-BBCJ	None	4		
580-AADS	Keyboard not included	4		
570-AAAK	Mouse not included	4		
386-BBBE	No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client	4		
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	4		
510-BBBW	Sound Card Not Included	4		
817-BBBC	Not selected in this configuration	4		
385-BBBL	No Media Card Reader	4		
429-AAPD	8x Slimline DVD-ROM Drive	4		
520-AAAJ	No Speaker	4		
470-AAKG	US Power Cord	4		
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	4		
340-AUKC	Placemat Documentation	4		
430-XXYU	Resource DVD not Included	4		
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	4		
387-BBBE	No Energy Star	4		
429-AABU	No Cyberlink Media Suite	4		
634-BENZ	No DDP ESS Software	4		
461-AAAB	Chassis Intrusion Switch	4		
328-BBEO	Shipping Material for System	4		
340-AEYP	SHIP,PWS,LNK,NO,NO,AMF	4		
520-AABF	External Speaker Not Included	4		
389-BFJM	MOD,LBL,REG,T7810,WW	4		

389-BFJN	MOD,LBL,REG,T7810,DAO	4		
389-BDCE	No UPC Label	4		
389-BBRO	Intel Xeon Label	4		
637-AAAM	No Dell Backup and Recovery software	4		
461-AABV	No Accessories	4		
575-BBCH	No Stand included	4		
817-BB8B	No FGA	4		
329-BBJL	TPM Enabled	4		
997-5852	Dell Limited Hardware Warranty Plus Service	4		
997-5854	Onsite/In-Home Service After Remote Diagnosis 3 Years	4		
973-2426	Declined Remote Consulting Service	4		
422-0008	Dell Data Protection System Tools Digital Delivery/DT	4		
525-BBCL	SupportAssist	4		
640-BBES	Dell Precision Optimizer	4		
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	4		
658-BBMQ	Enable Low Power Mode	4		
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	4		
658-BCUV	Dell Developed Recovery Environment	4		
332-1286	US Order	4		

SKU	Description	Qty	Unit Price	Subtotal
	Dell Stereo Speaker System - AX210 USB	4	\$14.79	\$59.16
	Estimated delivery date: Apr. 24, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
313-7362	Dell AX210 Universal Serial Bus 1.2W Stereo Speaker World Wide Customer Installed	4		
SKU	Description	Qty	Unit Price	Subtotal
	Dell Dual Monitor Stand MDS14	4	\$124.09	\$496.36
	Estimated delivery date: Apr. 16, 2018			

Contract No: WN23AGW

Customer Agreement No: MNWNC-108/89967

332-1236	Dell MDS14 Dual Monitor Stand, Customer Install	4	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Dell UltraSharp 24 InfinityEdge Monitor - U2417H	8	\$207.89	\$1,663.12

Estimated delivery date: Apr. 20, 2018

Contract No: WN23AGW

Customer Agreement No: MNWNC-108/89967

210-AHGG	Dell UltraSharp 24 InfinityEdge Monitor - U2417H, without stand	8	-	-
814-5380	Dell Limited Hardware Warranty	8	-	-
814-5381	Advanced Exchange Service, 3 Years	8	-	-

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 MT	30	\$605.78	\$18,173.40

Estimated delivery date: Apr. 23, 2018

Contract No: WN23AGW

Customer Agreement No: MNWNC-108/89967

210-AKHM	OptiPlex 3050 Mini Tower BTX	30	-	-
338-BKYY	Intel Core i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux	30	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	30	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	30	-	-
370-ADJU	8GB 1x8GB 2400MHz DDR4 Memory	30	-	-
400-ANPL	3.5" 500GB 7200rpm SATA HDD	30	-	-
773-BBBI	Bracket for 3.5 inch Hard Drive Disk, Mini Tower, OptiPlex	30	-	-
401-AANH	2nd Hard Drive: not included	30	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	30	-	-
325-BBRL	DVD+/-RW Bezel	30	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	30	-	-
385-BBCR	No Media Card Reader	30	-	-
555-BBFO	No Wireless LAN Card	30	-	-
555-BBFO	No Wireless LAN Card	30	-	-

382-BBBZ	No Add On Card	30	*	*
321-BCJX	OptiPlex 3050 MT with 240W Standard Power Supply (APFC)	30	*	*
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	30	*	*
275-BBBW	Dell MS116 Wired Mouse, Black	30	*	*
470-AAJL	NO ADAPTER	30	*	*
817-BBBC	Not selected in this configuration	30	*	*
575-BBBI	No Integrated Stand option	30	*	*
525-BBCL	SupportAssist	30	*	*
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	30	*	*
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	30	*	*
658-BBRB	Waves Maxx Audio	30	*	*
658-BBRB	Waves Maxx Audio	30	*	*
658-BCUV	Dell Developed Recovery Environment	30	*	*
620-AALW	OS-Windows Media Not Included	30	*	*
387-BBCG	No ESTAR	30	*	*
998-CHXW	Fixed Hardware Configuration	30	*	*
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	30	*	*
461-AAEI	No Chassis Intrusion Switch	30	*	*
332-1286	US Order	30	*	*
340-BKBU	MOD,PLCMT,QSG,3050,MT,DAO	30	*	*
340-ABJI	No Diagnostic/Recovery CD media	30	*	*
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	30	*	*
551-BBBJ	No Intel Responsive	30	*	*
631-ABFE	No Out-of-Band Systems Management	30	*	*
461-AABF	No CompuTrace	30	*	*
329-BBJL	TPM Enabled	30	*	*
389-BDQH	Retail POD	30	*	*



658-BBTY	CMS Essentials DVD no Media	30	-	-
389-BLSV	Intel Core i5 Processor Kabylake Label	30	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	30	-	-
340-BKFJ	Ship Material for Opti 5050 MT	30	-	-
389-BBUU	Shipping Label for DAO	30	-	-
389-BRLE	MOD,LBL,REG,MT,JSD2,3050,APFC	30	-	-
800-BBIP	Desktop BTS/BTP Shipment	30	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	30	-	-
803-8646	ProSupport: Next Business Day Onsite, 3 Years	30	-	-
803-8702	ProSupport: 7x24 Technical Support, 3 Years	30	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	30	-	-
365-0531	Client ProSupport Asset Label with Company Name	30	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	30	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217	20	\$125.99	\$2,519.80
	Estimated delivery date: Apr. 16, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
210-AIIE	Dell 22 Monitor - P2217, without stand	20	-	-
814-9381	Dell Limited Hardware Warranty	20	-	-
814-9382	Advanced Exchange Service, 3 Years	20	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell 22 Monitor - P2217H	10	\$144.89	\$1,448.90
	Estimated delivery date: Apr. 17, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
210-AIIF	Dell 22 Monitor - P2217H	10	-	-
814-9381	Dell Limited Hardware Warranty	10	-	-
814-9382	Advanced Exchange Service, 3 Years	10	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Dual Monitor Stand - MDS14A	10	\$124.09	\$1,240.90
	Estimated delivery date: Apr. 16, 2018			
	Contract No: WN23AGW			
	Customer Agreement No: MNWNC-108/89967			
332-1236	Dell Dual Monitor Stand - MDS14A	10	-	-
			Subtotal:	\$33,474.96
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$33,474.96

Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

## Important Notes

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

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