



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #18-27

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MAY 30, 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: KOLODZIEJ 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: FRIEND Time: 9:50a.m.

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>9:50</u>
RODRIGUEZ, I.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.


President


Secretary

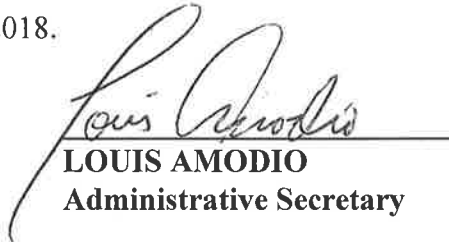
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



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 May 30, 2018.


LOUIS AMODIO
Administrative Secretary

RESOLUTION: 18--28
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MAY 30, 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: SANCHEZ

Seconded by Commissioner: FRIEND

WHEREAS, under Contract No. 16-B-21 "Printing and Mailing Services" (the "Contract"), Matrix Imaging Solutions, Inc. of Sanborn, New York (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing May 18, 2016; and

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

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

WHEREAS, the Contract, otherwise scheduled to end on or about May 17, 2018, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning May 18, 2018 and ending on May 17, 2020; all as indicated in the Director of Engineering's memorandum dated April 25, 2018, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated April 23, 2018 along with the Contractor's correspondence dated April 16, 2018 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$281,356.90; and

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

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract No. 16-B-21 "Printing and Mailing Services" to Matrix Imaging Solutions, Inc. of Sanborn, New York commencing May 18, 2018 and expiring on May 17, 2020; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$281,356.90.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

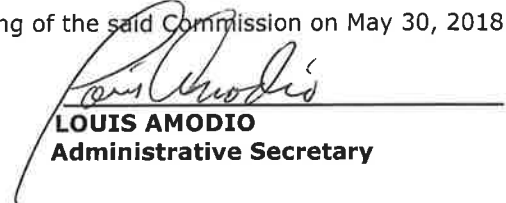

President
IDIDA RODRIGUEZ


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 May 30, 2018.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-21
"PRINTING AND MAILING SERVICES"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED APRIL 25, 2018**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: April 25, 2018
To: G. Hanley
From: J. Duprey
C: J. Bella
Subject: 2-Year Extension of Contract 16-B-21 "Printing and Mailing Services"

Under Contract 16-B-21 "Printing and Mailing Services" (the "Contract"), Matrix Imaging Solutions, Inc. of Sanborn, New York (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on May 18, 2016. This 2-year contract, which is otherwise scheduled to end on or about May 17, 2018, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum dated April 23, 2018, along with the Contractor's correspondence dated April 16, 2018 agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 16-B-21 be extended for a 2-year period of time beginning May 18, 2018 and ending on May 17, 2020. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the Escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$281,356.90.

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

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-21
"PRINTING AND MAILING SERVICES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED APRIL 23, 2018 AND CONTRACTOR'S
CORRESPONDENCE DATED APRIL 16, 2018**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTER-OFFICE MEMO**

DATE: April 23, 2018

FROM: Purchasing Department

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

RE: **Contract # 16-B-21 Two Year Contract Extension
Matrix Imaging, Inc**

The above referenced contract is due to expire 05/17/2018. In accordance with the provisions of N.J.S.A. 40:A11 et seq., L 1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **Matrix Imaging, Inc.**, has agreed to this extension at "0%" Increase". The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current contract amount = \$281,356.90

Extension amount = **\$281,356.90**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: J. Duprey
L.Amodio

Lucianin, Gregg

To: Lucianin, Gregg
Subject: RE: Two Year Extension Contract 16-B-21

From: Dave Basta [mailto:davebasta@matriximaging.com]
Sent: Monday, April 16, 2018 10:48 AM
To: Lucianin, Gregg <GLUCIANin@PVWC.com>
Cc: Duprey, Jim <JDUPREY@PVWC.com>
Subject: RE: Two Year Extension Contract 16-B-21

Per our phone conversion, I wish to clarify our previous email.
We accept your offer of a two year contract extension with 0% increase for product and services all in accordance with the terms and conditions of the current active contract.

Thank You
Dave

Dave Basta
Matrix Imaging Solutions, Inc.
6341 Inducon Drive East
Sanborn, NY 14132
(800) 675-9505 ext.227
(716) 504-9700 ext 227
fax: (716) 504-9720

From: Lucianin, Gregg <GLUCIANin@PVWC.com>
Sent: Friday, April 13, 2018 11:24 AM
To: Rich Proféta <richpro@matriximaging.com>; Dave Basta <davebasta@matriximaging.com>
Subject: Two Year Extension Contract 16-B-21

PVWC would like to offer you a Two Year Extension for Contract 16-B-21 Printing & Mailing Services at 0% increase in unit prices. The current Contract is due to expire 05/17/2018

Please let me know as soon as you can

Thank you

Gregg B Lucianin
Buyer
Passaic Valley Water Commission
1525 Main Ave, Clifton NJ 07011
973-340-4316-P
973-340-5584-F
glucianin@pvwc.com

Socialize with PVWC!

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-21
"PRINTING AND MAILING SERVICES"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: 16-B-21 Two Year Contract Extension - Matrix Imaging Solutions, Inc.

Amount of Project or Contract: \$ 281,356.90

1. Acct: # 001-0601-416-70-21 Purchase / Water Bills – Bank Payments

Specific Appropriation to which expenditures will be charged: Budget 2018/19/20

Other comments: Two Year Contract Extension Commencing: May 2018
Printing and Mailing Services

Date of Certification: 04/23/2018 Certified: \$ 281,356.90

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 18-29
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MAY 30, 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: **SANCHEZ**

Seconded by Commissioner: **FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-70 "Professional Services for Residuals Handling Upgrades" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on September 21, 2017 PVWC received four (4) proposals to provide professional services (or extraordinary unspecifiable services) related to the Project; and

WHEREAS, the weighted evaluation criteria (based on relative importance) set forth in the request for proposals was utilized by PVWC's staff to review the proposal packages for shortlisting; and

WHEREAS, of the responses received, two (2) responders were shortlisted by PVWC's staff for further review, and to respond to

PVWC's requests for clarifications regarding their proposals, as well as for subsequent interviews; and

WHEREAS, following PVWC's evaluation of clarifications received from the shortlisted responders (and their interviews), each of the shortlisted responses was further evaluated by PVWC, utilizing the same weighted evaluation criteria and a normalized scoring system; and

WHEREAS, based on the said evaluations, reviews, and interviews, the firm of Mott MacDonald, LLC of Iselin, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project, and was the least cost of the proposals received, with reimbursement to be on a Time-and-Materials basis, not to exceed \$2,579,097.00; and

WHEREAS, said proposals have been evaluated by PVWC staff, and a copy of the Executive Director's and Director of Engineering's memorandum dated January 19, 2018 (including a summary of the review and evaluation process, as well as recommendations concerning award), is attached hereto and made a part hereof as Exhibit A (and approved by PVWC's General Counsel as to form and legality); and

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

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

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$2,579,097.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
RODRIGUEZ, I.	<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 May 30, 2018.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-70
PROFESSIONAL SERVICES FOR
RESIDUALS HANDLING UPGRADES**

**EXECUTIVE DIRECTOR'S AND DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JANUARY 19, 2018
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 19, 2018

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
G. Lucianin

Re: Request to Award Project No. 17-P-70 "Professional Services for Residuals Handling Upgrades"

Summary

It is recommended that Project No. 17-P-70 "Professional Services for Residuals Handling Upgrades" (the "Project") be awarded to Mott MacDonald, LLC of Iselin, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$2,579,097.00.

Background

This Project consists of professional services for design, and services during the bidding and construction phases of this publically bid Project to improve the reliability and capacity of PVWC's residuals storage and handling facilities at PVWC's Little Falls Water Treatment Plant.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on September 21, 2017 four (4) responses were received and subsequently reviewed and evaluated by designated PVWC staff assigned to the Project.

The evaluation criteria (that was weighted based on relative importance as set forth in the request for proposals) was utilized by PVWC staff to review the proposal packages for shortlisting.

Of the responses received, two (2) responders were shortlisted by PVWC staff for further review, and to respond to PVWC's requests for clarifications regarding their proposals, as well as for subsequent interviews.

Following PVWC's evaluation of clarifications received from the shortlisted responders (and their interviews), each of the shortlisted responses was further evaluated by PVWC, utilizing the same weighted evaluation criteria, and a normalized scoring system.

Based on the said evaluations, reviews, and interviews, the firm of Mott MacDonald, LLC of Iselin, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project, and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services was the least cost of the proposals received, and appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's normalized, weighted evaluation of the said responses, are set forth below.

EVALUATION OF RESPONSES RECEIVED SEPTEMBER 21, 2017

CONSULTANT	TOTAL AMOUNT	PRE-SHORTLISTED TOTAL POINTS ⁽¹⁾	POST-SHORTLISTED TOTAL POINTS ⁽¹⁾⁽²⁾
Mott MacDonald ⁽³⁾⁽⁷⁾	\$2,579,097	2,940	4,810
Arcadis U.S., Inc. ⁽⁴⁾	\$2,583,798	2,905	4,745
Tetra Tech, Inc. ⁽⁵⁾	\$2,966,085	2,525	
CME Associates ⁽⁶⁾	\$2,620,364	1,335	

- Notes: (1) Using weighted evaluation criteria set forth in the RFP.
(2) Total Points listed are following shortlisting and interviews (and reviews by two additional reviewers).
(3) Mott MacDonald, LLC of Iselin, New Jersey.
(4) Arcadis U.S., Inc. of Fair Lawn, New Jersey (in Association with Cornwell Engineering Group).
(5) Tetra Tech, Inc. of New York, New York
(6) CME Associates of Parlin, New Jersey. (CME included qualifications and exceptions and provided no hours breakdown and was, therefore, eliminated from further consideration).
(7) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-70
PROFESSIONAL SERVICES FOR
RESIDUALS HANDLING UPGRADES**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20____ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Mott MacDonald, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830-4112.

WHEREAS, PVWC desires Professional Services as applicable, to assist PVWC in its efforts related to Project No. 17-P-70 "Professional Services for Residuals Handling Upgrades" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated September 21, 2017, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit C; and

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

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

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

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

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

they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$2,579,097.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$2,000,000 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 \$2,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

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

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

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

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

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

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

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

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

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

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

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance

with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOTT MACDONALD, LLC

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

EXHIBIT "C"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-70
PROFESSIONAL SERVICES FOR
RESIDUALS HANDLING UPGRADES**

Responses (Including that of the Awardee) are
on File in the Office of the Administrative Secretary

EXHIBIT D

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-70
PROFESSIONAL SERVICES FOR
RESIDUALS HANDLING UPGRADES**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT E

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 17-P-70 – Professional Services for Residuals Handling Upgrades. (Mott MacDonald LLC).

Amount of Project or Contract not to exceed: **\$2,579,097**

1. Acct #: 001-0901-419.95-09 **BUDGET 2018**

Other Comments: **Professional Services**

Date of Certification: April 27, 2018



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

RESOLUTION: 18-30
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MAY 30, 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: **SANCHEZ**

Seconded by Commissioner: **FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-74 "Design and Construction Phase Professional Services for Replacement Air Handling Equipment for PVWC's Laboratory" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

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

WHEREAS, each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's memorandum dated

April 25, 2018 is attached hereto and made a part hereof as Exhibit A;
and

WHEREAS, based on the said evaluation of each of the five (5) responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of French and Parrello Associates, PA of Wall, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received March 29, 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 B; and

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

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

WHEREAS, the said response, or responses, to the Project 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 certificates are attached hereto as Exhibit C;

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-

20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$179,363.00, for services related to the Project; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
RODRIGUEZ, I.	<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 May 30, 2018.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-74
DESIGN AND CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR
REPLACEMENT AIR HANDLING EQUIPMENT FOR PVWC'S
LABORATORY**

PVWC MEMORANDUM DATED APRIL 25, 2018

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: April 25, 2018

To: Hon. Commissioners

From: J. Duprey

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

Re: Request to Award Project No. 17-P-74 "Design and Construction Phase Professional Services for Replacement Air Handling Equipment for PVWC's Laboratory"

Summary

It is recommended that Project No. 17-P-74 "Design and Construction Phase Professional Services for Replacement Air Handling Equipment for PVWC's Laboratory" (the "Project") be awarded to French and Parrello Associates, PA of Wall, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$179,363.00.

Background

The Project includes replacement of the existing air handling facilities that serve PVWC's laboratory at the Little Falls Plant. The existing specialized air handling equipment serving PVWC's laboratory are nearing the end of their useful life and require replacement. PVWC requested and received proposals for professional engineering services for design and services during the bidding and construction phases of the Project.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on March 29, 2018 five (5) responses were received and subsequently evaluated by PVWC for the Project. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

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

EVALUATION OF RESPONSES RECEIVED MARCH 29, 2018

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS ⁽¹⁾
French and Parrello ⁽²⁾⁽⁷⁾	\$179,363.00	898
PS & S ⁽³⁾	\$189,074.00	850
Mott MacDonald ⁽⁴⁾	\$222,415.00	828
ATI ⁽⁵⁾	\$222,000.00	818
DLB Associates ⁽⁶⁾	\$135,000.00	668

- Notes: (1) Using evaluation criteria set forth in the RFP.
(2) French and Parrello Associates, PA of Wall, NJ.
(3) Paulus, Sokolowski and Sartor, LLC of Warren, NJ.
(4) Mott MacDonald, LLC of Iselin, NJ.
(5) Associatd Technology, Inc. of Fairfield, NJ.
(6) DLB Associates Consulting Engineers, PC.
(DLB failed to acknowledge receipt of the addendum).
(7) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 17-P-74

**DESIGN AND CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR
REPLACEMENT AIR HANDLING EQUIPMENT FOR PVWC'S
LABORATORY**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and French and Parrello Associates, PA a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1800 Route 34, Suite 101, Wall, New Jersey 07719.

WHEREAS, PVWC desires Professional Services as applicable, to assist PVWC in its efforts related to Project No. 17-P-74 entitled "Design and Construction Phase Professional Services for Replacement Air Handling Equipment for PVWC's Laboratory" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated March 29, 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 Attachment A; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$179,363.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$2,000,000 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 \$2,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FRENCH AND PARRELLO ASSOCIATES, PA

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

**PROJECT NO. 17-P-74
DESIGN AND CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR
REPLACEMENT AIR HANDLING EQUIPMENT FOR PVWC'S LABORATORY**

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

(On File in the Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-74
DESIGN AND CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR
REPLACEMENT AIR HANDLING EQUIPMENT FOR PVWC'S
LABORATORY**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 17-P-74 – Professional Services for Design and Construction Phase for Replacement Air Handling Equipment for PVWC's Laboratory. (French and Parrello Assoc. PA).

Amount of Project or Contract not to exceed: **\$179,363**

1. Acct #: 001-0901-419.95-09 **BUDGET 2018**

Other Comments: **Professional Services**

Date of Certification: April 27, 2018



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

RESOLUTION: 18-31
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
FOR AN AMENDMENT TO THE SUPPORT AND MAINTENANCE
AGREEMENT WITH HARRIS ADVANCED SYSTEMS

DATE OF ADOPTION: MAY 30, 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: **SANCHEZ**

Seconded by Commissioner: **FRIEND**

WHEREAS, on or about December 18, 2013, the Passaic Valley Water Commission ("PVWC") entered into a Contract with Advanced Utilities Systems, a division of N. Harris Computer Corporation ("Harris Advanced Systems") to supply the PVWC's Customer Information System ("CIS System") and to provide maintenance, update, and other services to the PVWC relating to same for a period of five years; and

WHEREAS, the terms of the long-term technical support for the CIS System were memorialized in a separate agreement entitled "Support and Maintenance Agreement"; and

WHEREAS, based on PVWC's increasing use of the CIS System, PVWC desires to amend the Support and Maintenance Agreement to add ten (10) additional PVWC user licenses (including annual maintenance support for same) for the CIS System, which additional licenses (and related maintenance support) were not included in the original Support and Maintenance Agreement; and

WHEREAS, having Harris Advanced Systems provide these additional licenses (and related maintenance support) will increase the total number of allowable PVWC concurrent users to forty (40) thereby enabling additional necessary PVWC personnel to log into and utilize the CIS System at the same time; and

WHEREAS, the additional licenses and related maintenance support will be put in place as soon as possible and remain until the

end of the term of the Support and Maintenance Agreement, which is December 31, 2018; and

WHEREAS, a copy of PVWC's Purchasing Department's memorandum dated May 17, 2018 (along with a copy of Harris Advanced System's scope and quotation dated March 27, 2018 entitled "Advanced Utility System's Quote AT19740" amending the Support and Maintenance Agreement) is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, invoicing by Harris Advanced Systems for the additional licenses (in the total amount of \$95,000.00) will take place upon activation of the said licenses, with invoicing for the related maintenance support (in the additional annual amount of \$23,750.00 to be prorated from the time the additional licenses are activated to the end of the term of the Support and Maintenance Agreement stipulated above), for a total not to exceed amount of \$118,750.00; and

WHEREAS, the Executive Director and the Director of Engineering (and the General Counsel as to form and legality) concur with the Purchasing Department's recommendations; 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 for PVWC to approve the said modification to the Support and Maintenance Agreement with Harris Advanced System;

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

1. That PVWC hereby authorizes an appropriate official of the PVWC, and such other officers, employees and officials of the PVWC, to perform such acts and execute such documents as are

necessary to implement the terms and intentions of this Resolution; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President
IDIDA RODRIGUEZ


Secretary
JOSEPH KOŁODZIEJ

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 May 30, 2018.


LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO THE SUPPORT AND MAINTENANCE
AGREEMENT WITH HARRIS ADVANCED SYSTEMS**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED MAY 17, 2018**

**ADVANCED UTILITY SYSTEM'S QUOTE AT19740
DATED MARCH 27, 2018**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: May 17, 2018

FROM: Purchasing Department

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

RE: Advanced Utility Systems – Proprietary Licenses

The Commercial Department is requesting permission to purchase an additional Ten (10) Licenses for CIS Infinity. (Certification of Funds Attached)

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Client	Passaic Valley Water Commission	Client Contact	Marisah Potkalesky
Project Manager		Prepared By	Yusuf Jiwajee May Yang
Reference Number	AT19740	Case Number	
Quote Effective Date	March 27, 2018	Client PO	
Description	Statement of Work: 10 Additional Licenses		

Client Description

Passaic Valley Water Commission is requesting a statement of work for 10 additional CIS licenses.

Proposed Solution

The primary purpose of this SOW is to purchase 10 additional licenses for CIS Infinity. Currently, Passaic Valley Water Commission has 30 licenses. Purchasing 10 additional licenses will bring Passaic's CIS license total to 40.

Estimate

The total license fee cost for 10 additional user licenses is \$95,000.00 USD plus an additional annual maintenance fee of \$23,750.00 USD. The annual maintenance fee of \$23,750.00 USD will be prorated for the year 2018 from the date of signing this SOW.

	Quantity/Hours		Total
Services			
License Fee	10	\$	95,000.00
Sub-Total	10	\$	95,000.00
Support			
Annual Maintenance Fee		\$	23,750.00
Sub-Total		\$	23,750.00
Total		\$	118,750.00

Payment Terms

The full SOW will be invoiced immediately upon activation of the License. The annual maintenance fee is prorated for the same year this SOW is signed and the full annual fee will be collected each year thereafter.

Assumptions

The following assumptions have been made to complete the necessary details within this SOW:

- Advanced Utility Systems will lead and perform the required activities to implement this SOW

Conditions**Standard of care/warranty disclaimer**


The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this quote.

Authorized by Passaic Valley Water Commission:	Authorized by Advanced Utility Systems:
	 Mar. 27, 2018
Name/Date	Name/Date

PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO THE SUPPORT AND MAINTENANCE
AGREEMENT WITH HARRIS ADVANCED SYSTEMS
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract : Advanced Utility Systems-Proprietary License

Amount of Project or Contract: \$118,750.00

1. Acct: # 001-0901-419-9507 Capital / Computers & Software

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

Other comments: One Time Purchase

Date of Certification: 05/17/2018 Certified: \$118,750.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 18-32
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
APPROVING PASSAIC VALLEY WATER COMMISSION
COLLECTION AND SHUT-OFF PROCEDURES
[N.J.S.A. 40:62-108 et. seq., and specifically,
N.J.S.A. 40:62-138 and 142]

DATE OF ADOPTION: MAY 30, 2018

Approved as to form and legality by Law Department on basis of facts set forth by the Executive Director and Directors of Engineering, Finance, Personnel, Customer Service, and Distribution.

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission ("PVWC") is authorized, pursuant to N.J.S.A. 40:62-108, et. seq., and specifically, including N.J.S.A. 40:62-138 and 142, to establish policies relating to the collection and enforcement of the payment of water rents and other revenues when due and owing (hereinafter, the "Collection and Shutoff Procedures"), and a copy of the Collection and Shutoff Procedures dated April 25, 2018, a form of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC at all times seeks to discharge such duties efficiently and effectively, and in full compliance with the law and consistent with the promotion of public health and safety, as well as the safety of its employees and the public at-large; and

WHEREAS, it is in the best interest of the PVWC, its users, constituent municipalities and the general public to adopt clear, equitable and efficient means for accomplishing same;

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

1. That the Passaic Valley Water Commission hereby adopts and incorporates the Collection and Shutoff Procedures attached hereto and made a part hereof in above-referenced Exhibit A as the official policy of the Passaic Valley Water Commission.
2. That a copy of this resolution and Exhibit A shall be kept on file and available for public inspection at the office of the

Administrative Secretary of Passaic Valley Water Commission, and distributed to the Executive Director and Directors of Engineering, Finance, Personnel, Customer Service, Distribution, and the Law Department.

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 RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
RODRIGUEZ, I.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.


President
IDIDA RODRIGUEZ


Secretary
JOSEPH KOLONDZIEJ

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 May 30, 2018.


LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
COLLECTION AND SHUT-OFF PROCEDURES
[N.J.S.A. 40:62-108 et. seq., and specifically,
N.J.S.A. 40:62-138 and 142]**

EXHIBIT A

COLLECTION AND SHUT-OFF PROCEDURES

1. PRIME BILLING

Meter readings shall be performed daily on normal business workdays. Regular water bills shall be processed within two (2) business days of meter reading being received and billing batches updated. Exceptions shall be reviewed within five (5) business days and resolved in an expeditious time frame (no later than ten (10) business days).

2. NOTICES

A. Past Due Notices

1. The Past Due Notice shall be sent thirty (30) days after prime (initial) billing for monthly or quarterly accounts.
2. The Past Due Notice shall be a reminder, and shall specify discontinuance of service as a penalty for non-payment, and a one percent (1% APR) finance charge will be applied and will accrue at that rate monthly thereafter.

B. Final Notices

1. Final Notices shall be sent thirty (30) calendar days after the Past Due Notice for monthly and quarterly accounts.
2. Final Notices shall be sent out for all general service and fire service accounts with a balance outstanding for one (1) billing period.
3. Final Notices shall include a shut-off date (the "Shut-Off Date") that will be seven (7) business days from the mailing date of the Final Notice.
4. Final Notices shall include the total amount that must be paid prior to the Shut-Off Date to avoid service being shut off and the amount of the service restoration fee. A final notice fee will not be assessed if the total amount due is less than \$100.

3. DISCONTINUANCE OF SERVICE (for delinquent accounts)

- A.** The general service shall be shut off at the curb for non-payment of the general service account.

- B. Discontinuance of service procedures shall continue throughout the calendar year. Discontinuance of service shall be limited to the general service.
- C. Service shall be turned off Monday through Thursday. Exceptions shall be at the discretion of the Distribution Manager. In each and every such instance, the Distribution Manager shall electronically transmit subsequent notification to the General Supervisor of Water, with a copy to PVWC's Executive Director (or his authorized designee) within a 24-hour period following said actions.
- D. Exceptions to this rule will include hospitals and other facilities offering similar out-patient medical services. In such instances, an attempt to notify the actual owner/agent via telephone, e-mail and/or site visit will be made by PVWC's Customer Service Representative and a certified letter will be sent to the owner/agent of said delinquent property, detailing terms for payment. PVWC will also require, at such time, the actual name of owner/agent (principal), home mailing address, phone numbers, and personal e-mail address (if available), in addition to full payment. If owner/agent does not comply within thirty (30) calendar days of receipt of the certified letter; PVWC's Customer Service Manager will notify PVWC's Executive Director, Comptroller, Law Department, and Secretary to the Board of Commissioners for direction regarding shut-off or other means of collection. After two (2) such occurrences within any consecutive 12-month period, the consumer's credit card information shall be required and placed on file at PVWC to facilitate future payments.

4. RETURNED PAYMENTS

When a customer's payment is returned for insufficient funds, closed account, etc.:

- A. The amount of the payment shall be debited to the account.
- B. An insufficient funds fee shall be applied to the account and the process of discontinuance of service is initiated.
- C. When a customer's check is returned for insufficient funds, PVWC will redeposit the check. If the check does not clear the second time it is deposited, an "insufficient funds fee" shall be applied to the account. If the delinquency continues without payment thereon, beyond the 67th calendar day, then only cash, credit card, money order, certified check or bank check will be accepted to satisfy a returned payment. Under no circumstances will a standard personal check be accepted. If the returned payment is due to a credit card charge-back, a credit card payment will not be accepted to satisfy the returned payment.
- D. Prior to turn on, PVWC will make every effort to require the owner/agent and/or responsible occupant of the premises to provide actual owner's/agent's and/or responsible occupant's information (i.e. their actual name, home mailing address, tax ID and/or driver's license number, phone number, and personal e-mail address), in addition to full payment. This information will only be deemed "received" by PVWC if submitted in writing, at the front desk (pay window), or to

PVWC's Service Technician, by owner/agent and/or responsible occupant of the property being serviced by the account.

5. RESTORATION OF SERVICE

- A. When a general service has been shut off, payment must be made, in full, or as otherwise may be approved by PVWC's Customer Service Manager (Payment Plan), before service can be restored.
- B. Except as otherwise permitted under Section 7 herein, if a customer has been placed on a PVWC Payment Plan and has, and continues to, consistently comply with the terms and conditions of the Payment Plan, then the customer's general service shall not be shut off.
- C. If a customer has been receiving and consistently paying estimated bills from PVWC, but refuses to allow PVWC access to the premises as permitted under Section 7 herein to make necessary repairs, and notwithstanding that PVWC has provided adequate notice to said customer in accordance with the herein described procedures, then PVWC reserves the right to enter the said premises for the purposes outlined in the said Section 7 herein. Exceptions, if any, are subject to the requirements set forth in Section 8 below.
- D. Upon receipt of required payment (in cash or equivalent), water service is restored and the turn-on fee is applied to the next regular bill. After two (2) such occurrences within any consecutive 12-month period, the consumer's credit card information shall be required and placed on file to facilitate future payments. Any changes in the Commission policy regarding service restoration fees shall be included in the schedule of rates and charges periodically reviewed and authorized by the Commission.
- E. PVWC will not restore service unless owner/agent and/or responsible occupant are present at the location at the time service is to be restored.
- F. Prior to turn on, PVWC will make every effort to require the owner/agent and/or responsible occupant of the premises to provide their actual information (i.e. actual name of principal, home mailing address, tax ID number, and/or driver's license number, phone number, and personal e-mail address), in addition to full payment. This information will only be deemed "received" by PVWC if submitted in writing, at the front desk (pay window), or to PVWC's Service Technician, by owner/agent and/or responsible occupant of the property being serviced by the account.

6. FIRE SERVICE ACCOUNTS

- A. In the event of a delinquent fire service account, the fire service line shall not be shut off. However, shut off procedures shall be applied to the general service.
- B. Where discontinuance of general service for non-payment of a fire service account is not possible, PVWC's General Counsel shall be notified via e-mail by the General Supervisor of Water with specific details to properly document the situation. PVWC's General Counsel

shall then send certified notice of the Commission's intent to take appropriate action to the name(s) and mailing address(es) associated with the account on file.

7. PVWC EMPLOYEE RIGHTS OF ENTRY

In accordance with N.J.S.A. 40:62-140, and for the purposes provided in sections 40:62-133 to 40:62-150 therein:

- A. All PVWC employees may enter upon any land or water for the purpose of making any and all surveys and examinations necessary, and at all reasonable hours may enter any dwelling or other place where the water so furnished is taken or used, and where unnecessary waste thereof is known or suspected, and examine and inquire into the cause thereof, and may examine all service pipes, stopcocks and other apparatus connected with the water supply or drainage works, for the purpose of ascertaining whether the same are of the character and dimensions, and fixed in the manner by the rules of PVWC regulating the same.
- B. If any person shall refuse to permit the examination, or oppose or obstruct a PVWC employee in the performance of such duties, the person so offending shall have the supply of water shut off until the required examination is made and such alteration and repairs as may be necessary shall be completed.
- C. In the event that no person at the property provides access to a PVWC employee, then PVWC will leave a notice at the property to indicate that the supply of water will be shut off after seven business days.

8. PVWC DIRECTIVES AND/OR REQUESTS TO SUPERCEDE ANY PVWC COLLECTION AND SHUT-OFF PROCEDURES

- A. Administrative directives and PVWC personnel requests to supersede any such actions as described above shall be electronically conveyed to the Distribution and Commercial Department Manager(s), and to all Supervisors assigned to both Departments.
- B. Written authorization, in electronic form, from the Secretary to the Board of PVWC and/or from the Office of the Executive Director (with cc: to PVWC's Law Department) shall be received before any such action may commence.
- C. PVWC's General Supervisor of Water may authorize shut-offs and/or turn-ons under circumstances that differ from the herein Collection and Shut-Off Procedures, provided that subsequent notification is electronically transmitted to PVWC's Executive Director (or his authorized designee) within a 24-hour period following said actions.
- D. PVWC's Executive Director (or his authorized designee) shall electronically transmit a monthly summary report of any and all material variations from the herein Collection and Shut-Off Procedures to the Commission, if and to the extent requested by the Commission.

**PASSAIC VALLEY WATER COMMISSION
COLLECTION AND SHUT-OFF PROCEDURES
[N.J.S.A. 40:62-108 et. seq., and specifically,
N.J.S.A. 40:62-138 and 142]**

EXHIBIT A

COLLECTION AND SHUT-OFF PROCEDURES

1. PRIME BILLING

Meter readings shall be performed daily on normal business workdays. Regular water bills shall be processed within two (2) business days of meter reading being received and billing batches updated. Exceptions shall be reviewed within five (5) business days and resolved in an expeditious time frame (no later than ten (10) business days).

2. NOTICES

A. Past Due Notices

1. The Past Due Notice shall be sent thirty (30) days after prime (initial) billing for monthly or quarterly accounts.
2. The Past Due Notice shall be a reminder, and shall specify discontinuance of service as a penalty for non-payment, and a one percent (1% APR) finance charge will be applied and will accrue at that rate monthly thereafter.

B. Final Notices

1. Final Notices shall be sent thirty (30) calendar days after the Past Due Notice for monthly and quarterly accounts.
2. Final Notices shall be sent out for all general service and fire service accounts with a balance outstanding for one (1) billing period.
3. Final Notices shall include a shut-off date (the "Shut-Off Date") that will be seven (7) business days from the mailing date of the Final Notice.
4. Final Notices shall include the total amount that must be paid prior to the Shut-Off Date to avoid service being shut off and the amount of the service restoration fee. A final notice fee will not be assessed if the total amount due is less than \$100.

3. DISCONTINUANCE OF SERVICE (for delinquent accounts)

- A. The general service shall be shut off at the curb for non-payment of the general service account.

- B. Discontinuance of service procedures shall continue throughout the calendar year. Discontinuance of service shall be limited to the general service.
- C. Service shall be turned off Monday through Thursday. Exceptions shall be at the discretion of the Distribution Manager. In each and every such instance, the Distribution Manager shall electronically transmit subsequent notification to the General Supervisor of Water, with a copy to PVWC's Executive Director (or his authorized designee) within a 24-hour period following said actions.
- D. Exceptions to this rule will include hospitals and other facilities offering similar out-patient medical services. In such instances, an attempt to notify the actual owner/agent via telephone, e-mail and/or site visit will be made by PVWC's Customer Service Representative and a certified letter will be sent to the owner/agent of said delinquent property, detailing terms for payment. PVWC will also require, at such time, the actual name of owner/agent (principal), home mailing address, phone numbers, and personal e-mail address (if available), in addition to full payment. If owner/agent does not comply within thirty (30) calendar days of receipt of the certified letter; PVWC's Customer Service Manager will notify PVWC's Executive Director, Comptroller, Law Department, and Secretary to the Board of Commissioners for direction regarding shut-off or other means of collection. After two (2) such occurrences within any consecutive 12-month period, the consumer's credit card information shall be required and placed on file at PVWC to facilitate future payments.

4. RETURNED PAYMENTS

When a customer's payment is returned for insufficient funds, closed account, etc.:

- A. The amount of the payment shall be debited to the account.
- B. An insufficient funds fee shall be applied to the account and the process of discontinuance of service is initiated.
- C. When a customer's check is returned for insufficient funds, PVWC will redeposit the check. If the check does not clear the second time it is deposited, an "insufficient funds fee" shall be applied to the account. If the delinquency continues without payment thereon, beyond the 67th calendar day, then only cash, credit card, money order, certified check or bank check will be accepted to satisfy a returned payment. Under no circumstances will a standard personal check be accepted. If the returned payment is due to a credit card charge-back, a credit card payment will not be accepted to satisfy the returned payment.
- D. Prior to turn on, PVWC will make every effort to require the owner/agent and/or responsible occupant of the premises to provide actual owner's/agent's and/or responsible occupant's information (i.e. their actual name, home mailing address, tax ID and/or driver's license number, phone number, and personal e-mail address), in addition to full payment. This information will only be deemed "received" by PVWC if submitted in writing, at the front desk (pay window), or to

PVWC's Service Technician, by owner/agent and/or responsible occupant of the property being serviced by the account.

5. RESTORATION OF SERVICE

- A. When a general service has been shut off, payment must be made, in full, or as otherwise may be approved by PVWC's Customer Service Manager (Payment Plan), before service can be restored.
- B. Except as otherwise permitted under Section 7 herein, if a customer has been placed on a PVWC Payment Plan and has, and continues to, consistently comply with the terms and conditions of the Payment Plan, then the customer's general service shall not be shut off.
- C. If a customer has been receiving and consistently paying estimated bills from PVWC, but refuses to allow PVWC access to the premises as permitted under Section 7 herein to make necessary repairs, and notwithstanding that PVWC has provided adequate notice to said customer in accordance with the herein described procedures, then PVWC reserves the right to enter the said premises for the purposes outlined in the said Section 7 herein. Exceptions, if any, are subject to the requirements set forth in Section 8 below.
- D. Upon receipt of required payment (in cash or equivalent), water service is restored and the turn-on fee is applied to the next regular bill. After two (2) such occurrences within any consecutive 12-month period, the consumer's credit card information shall be required and placed on file to facilitate future payments. Any changes in the Commission policy regarding service restoration fees shall be included in the schedule of rates and charges periodically reviewed and authorized by the Commission.
- E. PVWC will not restore service unless owner/agent and/or responsible occupant are present at the location at the time service is to be restored.
- F. Prior to turn on, PVWC will make every effort to require the owner/agent and/or responsible occupant of the premises to provide their actual information (i.e. actual name of principal, home mailing address, tax ID number, and/or driver's license number, phone number, and personal e-mail address), in addition to full payment. This information will only be deemed "received" by PVWC if submitted in writing, at the front desk (pay window), or to PVWC's Service Technician, by owner/agent and/or responsible occupant of the property being serviced by the account.

6. FIRE SERVICE ACCOUNTS

- A. In the event of a delinquent fire service account, the fire service line shall not be shut off. However, shut off procedures shall be applied to the general service.
- B. Where discontinuance of general service for non-payment of a fire service account is not possible, PVWC's General Counsel shall be notified via e-mail by the General Supervisor of Water with specific details to properly document the situation. PVWC's General Counsel

shall then send certified notice of the Commission's intent to take appropriate action to the name(s) and mailing address(es) associated with the account on file.

7. PVWC EMPLOYEE RIGHTS OF ENTRY

In accordance with N.J.S.A. 40:62-140, and for the purposes provided in sections 40:62-133 to 40:62-150 therein:

- A. All PVWC employees may enter upon any land or water for the purpose of making any and all surveys and examinations necessary, and at all reasonable hours may enter any dwelling or other place where the water so furnished is taken or used, and where unnecessary waste thereof is known or suspected, and examine and inquire into the cause thereof, and may examine all service pipes, stopcocks and other apparatus connected with the water supply or drainage works, for the purpose of ascertaining whether the same are of the character and dimensions, and fixed in the manner by the rules of PVWC regulating the same.
- B. If any person shall refuse to permit the examination, or oppose or obstruct a PVWC employee in the performance of such duties, the person so offending shall have the supply of water shut off until the required examination is made and such alteration and repairs as may be necessary shall be completed.
- C. In the event that no person at the property provides access to a PVWC employee, then PVWC will leave a notice at the property to indicate that the supply of water will be shut off after seven business days.

8. PVWC DIRECTIVES AND/OR REQUESTS TO SUPERCEDE ANY PVWC COLLECTION AND SHUT-OFF PROCEDURES

- A. Administrative directives and PVWC personnel requests to supersede any such actions as described above shall be electronically conveyed to the Distribution and Commercial Department Manager(s), and to all Supervisors assigned to both Departments.
 - B. Written authorization, in electronic form, from the Secretary to the Board of PVWC and/or from the Office of the Executive Director (with cc: to PVWC's Law Department) shall be received before any such action may commence.
 - C. PVWC's General Supervisor of Water may authorize shut-offs and/or turn-ons under circumstances that differ from the herein Collection and Shut-Off Procedures, provided that subsequent notification is electronically transmitted to PVWC's Executive Director (or his authorized designee) within a 24-hour period following said actions.
 - D. PVWC's Executive Director (or his authorized designee) shall electronically transmit a monthly summary report of any and all material variations from the herein Collection and Shut-Off Procedures to the Commission, if and to the extent requested by the Commission.
-