

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: June 20, 2019

To: Hon. Commissioners

From: J. Duprey

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

Re: Project 15-B-25 entitled "Water Storage Improvements, Phase I, Standby Emergency Generators" (hereinafter "Project" or "Contract")

Proposed Change Orders 2 and 3 to the Contract

*Summary*

The purpose of Proposed Change Orders 2 and 3 is to amend the Contract Price to reflect the \$689,956.99 worth of additional work that was negotiated and agreed-upon, and to amend the Contract Times so as to increase the Substantial Completion Date to December 30, 2019 and the Final Completion Date to February 11, 2020 (refer to Table 1 "Breakdown of Additional Work Items and Related Additional Costs" and Table 2 for breakdowns).

It is recommended that PVWC approve Proposed Change Order 2 to the Contract adding \$689,956.99 to the Contract Price, which would bring the total adjusted Contract Price to \$29,490,493.51. This Change Order relates to adjustments to the scope of work as described in more detail in the Table 1 below entitled "Breakdown of Additional Work Items and Related Additional Costs".

It is recommended that PVWC also approve Proposed Change Order 3 adjusting the Substantial Completion Date for the Contract by an additional 315 days to December 30, 2019, and the Final Completion Date for the Contract by an additional 318 days to February 11, 2020; which Completion Dates are based on Stone Hill Contracting's CPM Schedule Update No. 10 dated May 22, 2019.

The increase in Contract Price (Change Order 2) and increase in Contract Times (Change Order 3) have already been approved by the State of New Jersey, Department of Environmental Protection (NJDEP), Division of Water Quality, on June 20, 2019 and the increase in Contract Price has been added to the Fund from which the PVWC may seek reimbursement pursuant to the CDBG-DR Program.

*Background*

The Project was awarded to Stone Hill Contracting Co., Inc. ("SHC") of Doylestown, Pennsylvania at PVWC's Commission Meeting dated December 21, 2016 (PVWC Resolution No. 16-151) for a total bid price of \$28,500,000.00.

As previously indicated, SHC and PVWC attempted to resolve SHC's claim with regard to the soil nail redesign in its entirety, which did not occur in part because some of the costs associated with the claim were not readily quantifiable or verifiable. SHC advised PVWC that it would not know the full extent of its claim until other work around the soil nails was completed.

PVWC and SHC agreed, in the meantime, to separate out and quantify the agreed-upon items of the claim versus the undetermined balance. PVWC then processed Change Order 1 for the agreed-upon portion of the additional work associated with the soil nail redesign, thereby increasing the Contract Price by \$300,536.52 which brought the total adjusted Contract Price to \$28,800,536.52. PVWC is still waiting for SHC to submit its final figures with respect to the balance of their Notice of Claim.

Change Order 2 modifies the scope of Contract Work to include existing storm pipe temporary connection and permanent relocation, additional 120V power and remote monitoring, instrumentation and control for process systems modifications, contaminated material disposal overrun, and a deduction amount for structural support silencers. This Change Order increases the total adjusted Contract Price by \$689,956.99 which brings the total adjusted Contract Price to \$29,490,493.51. A breakdown of these additional work items and related additional costs is included in Table 1 below.

At a recent construction progress meeting, PVWC was advised by a representative from the State of New Jersey, Department of Environmental Protection (NJDEP), Division of Water Quality, Municipal Finance and Construction Element that additional loan funds under the New Jersey Environmental Infrastructure Financing Program (NJEIT) (referred to by NJDEP as Project #1605002-025) would only be made available to PVWC following submission of a change order for an extension of the Contract Time consistent with the Contractor's current projected Contract completion schedule and subsequent approval by NJEIT.

Proposed Change Order 3 increases the Substantial Completion Date for the Contract by an additional 315 days to December 30, 2019 and increases the Final Completion Date for the

Contract by an additional 318 days to February 11, 2020; which Completion Dates are based on Stone Hill Contracting's CPM Schedule Update No. 10 dated May 22, 2019.

On June 20, 2019, NJDEP, Division of Water Quality, Municipal Finance and Construction Element issued a notice to PVWC approving additional loan funds under NJDEP Project #1605002-025 for Change Order 2, thereby increasing the Contract Price by \$689,956.99 and the increase in Contract Price has been added to the Fund from which the PVWC may seek reimbursement pursuant to the CDBG-DR Program, and NJDEP's said notice also approved the increases in the Contract Times as set forth hereinabove; equal to and ratifying the change orders sought from the Commission.

Subject to review and approval by PVWC's Law Department, it is recommended that the Commission approve proposed Change Orders 2 and 3 to the Contract as set forth hereinabove.

As of the date of this Memorandum, PVWC is still waiting for SHC to submit its final claim figures on the balance of its soil-nail claim.

Following review and negotiation of said final claim, a subsequent resolution with supporting documentation will be submitted to the Commission for consideration and approval at an upcoming Commission Meeting.

**CHANGE ORDER 2  
BREAKDOWN OF ADDITIONAL WORK ITEMS  
AND RELATED ADDITIONAL COSTS  
TABLE 1**

<b>Item</b>	<b>Reference</b>	<b>Description</b>	<b>Additional Cost</b>
1	RFP 04	Existing Storm Pipe Temporary Connection (T&M)	\$ 66,108.15
2	RFP 05	Additional 120V Power and Remote Monitoring	\$ 18,440.45
3	RFP 06	Existing Storm Pipe Relocation	\$ 375,000.00
4	RFP 07	Instrumentation and Control for Process Systems Modifications	\$ 90,924.24
5	Pay Application #12	Contaminated Material Disposal Overrun Pay Application	\$ 153,680.00
6	Pay Application #14	Structural Support for Silencers	\$ (14,195.85)
		<b>TOTAL CHANGE ORDER</b>	<b>\$ 689,956.99</b>

**CHANGE ORDER 3  
EXTENSIONS OF CONTRACT TIMES  
TABLE 2**

<b>Contract Times</b>	<b>Original Dates</b>	<b>Extended Dates</b>
Substantial Completion	February 18, 2019 (690 days after Notice to Proceed)	<b>December 30, 2019</b> (315 days past The Original Date)
Final Completion	March 30, 2019 (730 days after Notice to Proceed)	<b>February 11, 2020</b> (318 days past The Original Date)

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGE IN SCOPE OF PROJECT 15-B-25 ENTITLED  
"WATER STORAGE IMPROVEMENTS, PHASE I, STANDBY  
EMERGENCY GENERATORS"**

**CHANGE ORDERS 2 AND 3**

**NJDEP's Notice Dated June 20, 2019  
(NJDEP PROJECT #1605002-025)  
Including Approved Change Orders 2 and 3**

**EXHIBIT B**



State of New Jersey

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

MAIL CODE 401-03D  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER QUALITY  
MUNICIPAL FINANCE & CONSTRUCTION ELEMENT  
PO BOX 420  
TRENTON, NJ 08625-0420  
TEL: # (609) 633-1180  
FAX # (609) 292-1381

CATHERINE R. MCCABE  
Commissioner

James G. Duprey, Chief Engineer  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

JUN 20 2019

Subject: New Jersey Environmental Infrastructure Financing Program  
Project No. 1605002-005  
Passaic Valley Water Commission (PVWC)  
Water Storage Improvements Phase 1 – Standby Emergency Generators  
Change Order No. 2 and 3

Dear Mr. Duprey:

This office has received the following change orders for the above referenced project.

These change orders have been reviewed and approved. Three (3) approved copies are forwarded herewith, with our stamp of approval. Please incorporate these into the appropriate set of plans, specifications, or contract documents.

<u>Change Order</u>	<u>Unallowable Amount</u>	<u>Allowable Amount</u>
2	\$ - 0 -	\$689,956.99
3	\$ - 0 -	\$ - 0 -

Note: Change Order No. 3 as approved by the NJDEP increases the substantial contract completion time by 315 days resulting in a new substantial contract completion date of December 30, 2019 and increases the final contract completion time by 318 days resulting in a new final contract completion date of February 11, 2020.

The Department has reviewed the change orders for compliance with NJEIFP rules and regulations. Our approval does not relieve you of your responsibility to obtain other applicable approvals that may be required, including but not limited to Federal, State, County, and Local approvals. In addition, our acceptance of these change orders should not be considered as an obligation for additional federal or state funds. Where our determination of allowability concurs with that of the loanee, no comment is necessary. Where there is a difference of opinion, the Department's comments can be found in the appendix to this letter.

If you have any questions regarding this correspondence, please contact Mr. Jim Keil at (609) 633-1180.

Very truly yours,

A handwritten signature in black ink, appearing to read "William P. Machotka". The signature is written in a cursive style with a long horizontal stroke at the end.

William P. Machotka, P.E., Section Chief  
Construction Section  
Bureau of Construction, Payments and Administration

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGE IN SCOPE OF PROJECT 15-B-25 ENTITLED  
"WATER STORAGE IMPROVEMENTS, PHASE I, STANDBY  
EMERGENCY GENERATORS"**

**CHANGE ORDERS 2 AND 3**

**PROPOSED FORM OF CHANGE ORDER NO. 2**

**EXHIBIT C**

Passaic Valley Water Commission  
 Change Order ("CO") for Construction Contract

Project: Water Storage Improvements, Phase I, Standby Emergency Generators  
 Contract No.: 15-P-25  
 Contractor: Stone Hill Contracting Co., Inc.  
 Engineer: CH2M Inc.  
 Date: June 25, 2019  
**CO No.: 2**

Background: This CO relates to settled claims between the Contractor and the Commission, five of which are for additional compensation to the Contractor and one of which is a credit to the Commission. This CO is the same as "Contract Modification No. 2" on June 20, 2019 by the State of New Jersey, Department of Environmental Protection, Division of Water Quality, which equals the total of, and ratifies, this CO. Upon the entry of this CO, the Total Adjusted Contract Price will be as follows:

Original Contract Price	\$	28,500,000.00
Total Prior COs	\$	300,536.52
This CO	\$	689,956.99
Total Adjusted Contract Price	\$	29,490,493.51

Additional Details: The agreed-to work performed, and figures inclusive of all OH&P, for this CO are as follows:

Item	Reference	Description	Increase/Decrease
1	RFP 04	Existing Storm Pipe Temporary Connection (T&M)	\$ 66,108.15
2	RFP 05	Additional 120V Power and Remote Monitoring	\$ 18,440.45
3	RFP 06	Existing Storm Pipe Relocation	\$ 375,000.00
4	RFP 07	Instrumentation and Control for Process Systems Modifications	\$ 90,924.24
5	Pay Application #12	Contaminated Material Disposal Overrun Pay Application	\$ 153,680.00
6	Pay Application #14	Structural Support for Silencers	\$ (14,195.85)
		<b>TOTAL CHANGE ORDER</b>	<b>\$ 689,956.99</b>

Notes: Changes to the Contract Price and changes to the Contract Time(s) are reviewed independently from each other. An increase in one does not imply or require an extension of the other, and vice versa.

This CO incorporates and is governed by the terms and conditions that govern the above Contract, except as explicitly and clearly modified herein. The Parties reserve all rights and remedies to the extent that they have not been compromised, modified, limited, waived, or released in connection with this CO or the events leading up to this CO.

Recommended by

Engineer:		
_____	_____	_____
Signature	Title	Date

Accepted and Agreed to by

Contractor:		
_____	_____	_____
Signature	Title	Date

PVWC:		
_____	_____	_____
Signature	Title	Date



**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGE IN SCOPE OF PROJECT 15-B-25 ENTITLED  
"WATER STORAGE IMPROVEMENTS, PHASE I, STANDBY  
EMERGENCY GENERATORS"**

**CHANGE ORDERS 2 AND 3**

**PROPOSED FORM OF CHANGE ORDER NO. 3**

**EXHIBIT D**

Passaic Valley Water Commission  
Change Order ("CO") for Construction Contract

Project: Water Storage Improvements, Phase I, Standby Emergency Generators  
Contract No.: 15-P-25  
Contractor: Stone Hill Contracting Co., Inc.  
Engineer: CH2M Inc.  
Date: June 25, 2019  
**CO No.: 3**

Background: This CO extends the Contract Times for Substantial Completion and Final Completion to coincide with the Contractor's estimated completion dates set forth in its CPM Schedule Update No. 10 dated May 22, 2019. The Commission initiated this CO following the advice and recommendation of the State of New Jersey, Department of Environmental Protection (NJDEP), Division of Water Quality, Municipal Finance and Construction Element (hereinafter "State"). At the April 2019 construction progress meeting, the State advised the PVWC that additional loan funds under the New Jersey Environmental Infrastructure Financing Program (NJEIT) would only be made available to PVWC following submission of a change order for an extension of the Contract Times, which by that point had expired. Therefore, on or about June 13, 2019, the PVWC prepared and submitted an extension request to the State entitled "Contract Modification Proposal and Acceptance, Contract Modification No. 3" (executed by the Engineer, Contractor, and the PVWC), seeking the following extensions of the Contract Times for Substantial Completion and Final Completion (hereinafter "Contract Modification Proposal"):

<b>Contract Times</b>	<b>Original Dates</b>	<b>Extended Dates</b>
Substantial Completion	February 18, 2019 (690 days after Notice to Proceed)	<b>December 30, 2019</b> (315 days past The Original Date)
Final Completion	March 30, 2019 (730 days after Notice to Proceed)	<b>February 11, 2020</b> (318 days past The Original Date)

The State approved the above-mentioned Contract Modification Proposal on June 20, 2019. Therefore, this CO hereby adopts and incorporates by reference, as though set forth at length herein, the Contract Modification Proposal approved by the State in its entirety as a modification to this Contract between the Contractor and the PVWC.

Notes: Changes to the Contract Price and changes to the Contract Time(s) are reviewed independently from each other. An increase in one does not imply or require an extension of the other, and vice versa.

This CO incorporates and is governed by the terms and conditions that govern the above Contract, except as explicitly and clearly modified herein. The Parties reserve all rights and remedies to the extent that they have not been compromised, modified, limited, waived, or released in connection with this CO or the events leading up to this CO.

Recommended by

Engineer:		
_____	_____	_____
Signature	Title	Date

Accepted and Agreed to by

Contractor:		
_____	_____	_____
Signature	Title	Date

PVWC:		
_____	_____	_____
Signature	Title	Date

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGE IN SCOPE OF PROJECT 15-B-25 ENTITLED  
"WATER STORAGE IMPROVEMENTS, PHASE I, STANDBY  
EMERGENCY GENERATORS"**

**CHANGE ORDERS 2 AND 3**

**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:

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Description of Project or Contract: **15-B-25 - Stonehill Contracting Company, Inc.**

Amount of Project or Contract: Change Order No. 2 \$689,956.99  
1. Acct: # 001-0901-419-95-24 Capital / Reservoir Covers

Specific Appropriation to which expenditures will be charged: Capital Budget 2019/2020

Other comments: Change Order No. 2

Date of Certification: 07/02/2019 Certified \$689,956.99

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

YW:gbl

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**RESOLUTION: 19-46  
EMERGENCY RESOLUTION OF PASSAIC VALLEY WATER  
COMMISSION**

**EMERGENCY REPLACEMENT OF DAMAGED PORTIONS OF TWO  
2.4 KV MAIN POWER FEEDS TO PVWC'S MAIN PUMP STATION**

**DATE OF ADOPTION: JULY 17, 2019**

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

Introduced by Commissioner: **RODRIGUEZ**

Seconded by Commissioner: **FRIEND**

**WHEREAS**, as part of PVWC's ongoing efforts inspecting, testing and repairing electrical facilities at PVWC's Little Falls Plant, PVWC had the first of the two 50-year old 2.4 KV power feeds to the Main Pump Station de-energized and tested, with the results of said testing indicating that the power feed tested was significantly damaged and needed to be replaced immediately; and

**WHEREAS**, testing (which required de-energizing of the line being tested) of these dual power feeds had to be performed sequentially because if both feeds were to be out of service at the same time, or were to fail, there would be no power to the Main Pump Station, which in turn would have caused PVWC to be unable to deliver water for consumption, use, and fire protection to PVWC's distribution system; and

**WHEREAS**, following emergency replacement of the first damaged power feed and its placement into service, the remaining 2.4 KV power feed was then able to be de-energized and tested, with the results of said testing indicating that a portion of that said remaining power feed (from Reactor "B" to the circuit breaker HV-2 in the Main Pump Station) was also found to be significantly damaged and also needed to be replaced immediately; and

**WHEREAS**, in the event that said portion of that second damaged power feed were to fail, PVWC would have no backup for 2.4 KV power feed to the Main Pump Station, which in turn would have caused PVWC to be unable to deliver water for consumption, use, and fire protection to PVWC's distribution system; and

**WHEREAS,** these conditions created an unacceptable situation which constituted an immediate, direct, demonstrable and severe hazard to the health and safety of the public and of the water system, and which required immediate action to effectively and comprehensively address this emergency situation. In the opinion of the Director of Engineering and the Executive Director, action had to be undertaken immediately to correct this situation; and

**WHEREAS,** in the opinion of the Director of Engineering and the Executive Director, the above conditions constituted an emergency affecting the immediate health, safety or welfare of the public, and required an immediate performance of services and procurement of necessary goods and services as a result of the emergency; and

**WHEREAS,** it was necessary, in accordance with N.J.S.A. 40A:11-6, to proceed with the performance of services and procurement of necessary goods and materials as necessary to replace said damaged portions of the 2.4 KV power feeds to PVWC's Main Pump Station, and purchase orders were issued without public advertisement for bids pursuant to the above Statute; and

**WHEREAS,** a copy of the Director of Engineering's Notification of Emergency dated December 13, 2018 is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** as indicated in the Director of Engineering's Notification of Emergency (Exhibit A) and Formal Certification (Exhibit B) referenced below, this created an unacceptable situation which constituted an immediate, direct, demonstrable and severe hazard to the health and safety of the public and of the water system and which required immediate action to effectively and comprehensively address this emergency situation; and

**WHEREAS,** the Director of Engineering's formal certification signed and dated July 3, 2019 (the "Formal Certification") of the emergency (and which has been filed by the Director of Engineering and endorsed by the Executive Director in support of this resolution) is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the aggregate finalized total cost of required goods and services to remedy the emergency (which exceeded PVWC's stipulated threshold of \$40,000.00 required for public bidding) was \$337,034.00 and a copy of PVWC's Purchase Orders, Vendor's Invoices, and other relevant documentation are attached hereto and made a part hereof as Exhibit C; and

**WHEREAS**, the Local Public Contracts Law N.J.S.A. 40A:11-6 authorizes local public entities to enter into certain contracts under emergent conditions as specified therein;

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with the provisions of N.J.S.A. 40A:11-6, Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Authorizes and/or ratifies the action taken by the Director of Engineering and the Executive Director and, based on the Director of Engineering's Notification of Emergency (Exhibit A) and Formal Certification (Exhibit B), confirms the existence of an emergency within the meaning and contemplation of the Local Public Contracts Law; and
2. Hereby approves and/or ratifies actions taken by officers and employees of Passaic Valley Water Commission to implement the terms and intentions of this resolution, and hereby authorizes the appropriate officers and employees of Passaic Valley Water Commission to perform such additional acts and execute such additional documents as are necessary to implement the terms and intentions of this Resolution.
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 shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.



**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
\_\_\_\_\_  
**President  
RIGO SANCHEZ**

  
\_\_\_\_\_  
**Secretary  
ROBERT VANNOY**

**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 July 17, 2019.

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

**PASSAIC VALLEY WATER COMMISSION**

**EMERGENCY REPLACEMENT OF DAMAGED PORTIONS OF TWO  
2.4 KV MAIN POWER FEEDS TO PVWC'S MAIN PUMP STATION**

**PVWC's DIRECTOR OF ENGINEERING'S NOTIFICATION OF  
EMERGENCY DATED DECEMBER 13, 2018**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: December 13, 2018

To: J. Bella

From: J. Duprey

Re: Notification of Emergency-Required Replacement of One of the  
Two 2.4 KV Main Power Feeds to PVWC's Main Pump Station

An emergency situation currently exists. As part of PVWC's ongoing efforts to inspect, test and repair the electrical facilities at PVWC's Little Falls Plant, PVWC recently had each of the two 2.4 KV power feeders to the Main Pump Station tested. The results of this testing indicated that one of these 50 year old power feeds is well beyond its useful life expectancy and needs to be replaced immediately, and that the remaining power feeder also requires expedited replacement.

Replacement of these feeders has to be performed sequentially because if both feeders were to fail or be out of service at the same time, there would be no power to the Main Pump Station, which in turn would cause PVWC to be unable to deliver water for use and fire protection to PVWC's distribution system. This situation has created an unacceptable situation which constitutes an immediate, direct, demonstrable and severe hazard to the health and safety of the public and of the water system and which requires immediate action to effectively and comprehensively address this emergency situation.

As soon as the total expenditures associated with this emergency condition are able to be quantified, a resolution and Formal Emergency Certification signed and executed by the Director of Engineering, along with other supporting documentation, will be submitted to the Commission for approval.

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**PASSAIC VALLEY WATER COMMISSION**

**EMERGENCY REPLACEMENT OF DAMAGED PORTIONS OF TWO  
2.4 KV MAIN POWER FEEDS TO PVWC'S MAIN PUMP STATION**

**CERTIFICATION FOR EMERGENCY PURCHASE OR CONTRACT**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION**

**EMERGENCY REPLACEMENT OF DAMAGED PORTIONS OF TWO  
2.4 KV MAIN POWER FEEDS TO PVWC'S MAIN PUMP STATION**

**CERTIFICATION FOR EMERGENCY PURCHASE OR CONTRACT**

The undersigned hereby certifies the following:

As part of PVWC's ongoing efforts inspecting, testing and repairing electrical facilities at PVWC's Little Falls Plant, PVWC had the first of the two 50-year old 2.4 KV power feeds to the Main Pump Station de-energized and tested, with the results of said testing indicating that the power feed tested was significantly damaged and needed to be replaced immediately.

Testing (which required de-energizing of the line being tested) of these dual power feeds had to be performed sequentially because if both feeds were to be out of service at the same time, or were to fail, there would be no power to the Main Pump Station, which in turn would have caused PVWC to be unable to deliver water for consumption, use, and fire protection to PVWC's distribution system.

Following emergency replacement of the first damaged power feed and its placement into service, the remaining 2.4 KV power feed was then able to be de-energized and tested, with the results of said testing indicating that a portion of that said remaining power feed (from Reactor "B" to the circuit breaker HV-2 in the Main Pump Station) was also found to be significantly damaged and also needed to be replaced immediately.

In the event that said portion of that second damaged power feed were to fail, PVWC would have no backup for 2.4 KV power feed to the Main Pump Station, which in turn would have caused PVWC to be unable to deliver water for consumption, use, and fire protection to PVWC's distribution system.

These conditions created an unacceptable situation which constituted an immediate, direct, demonstrable and severe hazard to the health and safety of the public and of the water system, and which required immediate action to effectively and comprehensively address this emergency situation. In the opinion of the Director of Engineering and the Executive Director, action had to be undertaken immediately to correct this situation.

**CERTIFICATION**

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

Date: July 3, 2019

\_\_\_\_\_  
James G. Duprey, P.E.

Print Name

\_\_\_\_\_  
DIRECTOR OF ENGINEERING

Print Title

\_\_\_\_\_  
*James G. Duprey*  
Signature

**PASSAIC VALLEY WATER COMMISSION**

**EMERGENCY REPLACEMENT OF DAMAGED PORTIONS OF TWO  
2.4 KV MAIN POWER FEEDS TO PVWC'S MAIN PUMP STATION**

**PVWC'S PURCHASE ORDERS, VENDOR'S INVOICES,  
AND OTHER RELEVANT DOCUMENTATION**

**EXHIBIT C**

**PASSAIC VALLEY WATER COMMISSION**



1625 Main Avenue  
 P.O. Box 230  
 Clifton, NJ 07011  
 (973) 340-4300  
 FAX (973) 340-5584

PURCHASE ORDER # 230098  
 CHANGE #:  
 DATE CHG: 07/02/  
 ACCT #

12/19/18  
 DATE \_\_\_\_\_

The Passaic Valley Water Commission is Exempt from NJ Sales Tax - Exemption I.D. 22-6002470

**TO:** MULTI-PHASE ELECTRICAL SERVICE  
 15 WILLIAM ST  
 CLOSTER, NJ 07624

**SHIP TO:** PASSAIC VALLEY WATER COMMISSION  
 ADMINISTRATION/GENERAL  
 1525 MAIN AVENUE  
 CLIFTON, NJ 07011

PLEASE DO NOT CHARGE STATE SALES TAX

LINE ITEM	QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
		EMERGENCY PO REPAIR A3 FEEDER CABLE MAIN PS		
		EFFECTIVE DATE: 12/18/18		
		EXPIRATION DATE: 07/15/19		
		NOT TO EXCEED: 337034.00		
1	1.00 NA	INVOICE NO.1 02/11/2019	89803.2800	89803.28
2	1.00 NA	INVOICE NO.2 03/19/2019	14219.0000	114219.00
3	1.00 NA	INVOICE NO.3 04/09/2019	5243.0000	5243.00
4	1.00 NA	INVOICE NO.4 04/09/2019	4270.7200	4270.72
5	1.00 NA	INVOICE # 5 05/30/2019	23498.0000	123498.00
		SUB-TOTAL		337034.00
		REMARKS: EMERGENCY REPAIR TO THE A3FEEDER CABLE/MAIN PS		
				337034.00

<p><b>Claimant's (Vendor) Certification</b></p> <p><small>I do solemnly declare and certify under the penalties of this law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount is a reasonable one.</small></p> <p>Signature: <u>Neil Naili</u></p> <p>Date: <u>7/3/19</u> Title: <u>Project Manager</u></p>	<p><b>MUNICIPAL CERTIFICATION</b></p> <p><small>I hereby certify that the claim specified herein is for articles received, personal services actually rendered or amounts expended for the Passaic Valley Water Commission, and that the articles received, personal services actually rendered or accounts expended for the Passaic Valley Water Commission and that the articles received were in accordance with the specifications and amounts appearing on the purchase requisition.</small></p> <p>Signature: _____</p> <p>Date: _____ Title: _____</p>	<p><b>PURCHASE AUTHORIZED</b></p> <p>Signature: <u>[Signature]</u></p> <p>PURCHASING AGENT</p> <p>TITLE</p> <hr/> <p><b>PAYMENT RECORD</b></p> <p>DATE _____</p> <p>CHECK NO. _____</p>
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PLEASE SIGN & RETURN

**CONTRACTOR'S APPLICATION for PAYMENT**

TO:  
Passaic Valley Water Commission  
1525 Main Ave,  
PO Box 230  
Clifton, NJ 07011

PROJECT:  
MP19-1766  
PVWC 2.4KV Feeder Replacement  
800 Union Blvd,  
Totowa, NJ 07512

**CAP702 SUMMARY PAGE**

Application No.: 1  
Application Date: 2/11/2019  
Period To: 2/15/2019  
Contract Date: 12/18/2018  
ENGINEER Project#: 1134.40

FROM CONTRACTOR:  
Multi-Phase Electrical Services, In  
15 William Street  
Closter, NJ 07624

VIA ENGINEER :  
ATI  
695 Route 46 West - Suite 102  
Fairfield, NJ 07004  
Contact: Ralph Rocco

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR  
 CONSTRUCTION MGR

**CONTRACT FOR:**

1. Original Contract Sum			213,536.00
2. Change Order Summary	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	
Total changes approved in previous months by Owner	0.00	0.00	
Total approved this Month	0.00	0.00	
TOTALS	0.00	0.00	
	Net Change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1+ - 2)			213,536.00
4. TOTAL COMPLETED & STORED TO DATE	(Column G on CAP703)		91,636.00
5. RETAINAGE:	a. 2.00 % of Completed Work (Columns D + E on CAP703)	1,832.72	
	b. 0.00 % of Stored Material (Column F on CAP703)	0.00	
	Total Retainage (Line 5a + 5b or Total in Column I of CAP703)		1,832.72
6. TOTAL EARNED LESS RETAINAGE	(Line 4 less Line 5 Total)		89,803.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	(Line 6 from prior Certificate)		0.00
8. CURRENT PAYMENT DUE			89,803.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 8)		123,732.72

**Contractor Certification:**

*Henry J. Kelly*  
(Signature)

Date: 2/11/2019 State of: NJ  
County of: Bergen

*Brian A. Casey*

Subscribed and sworn to before me this 9 day of April 2019  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ENGINEER'S CERTIFICATION:**

The Engineer's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Engineer also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$ 89,803.28

*Ralph Rocco*  
(Engineer's Signature)

Date: 04/09/2019

**Brian A Casey**  
Notary Public  
New Jersey  
My Commission Expires 3-21-2024  
No. 2443849



**APPLICATION FOR PAYMENT - CONTINUATION SHEET**

CAP703

**From:**

Multi-Phase Electrical Services, Inc  
 15 William Street  
 Clcster, NJ 07624

**To:**

Passaic Valley Water Commission  
 1525 Main Ave,  
 PO Box 230  
 Clifton, NJ 07011

**Project:**

MP19-1766  
 PVWC 2.4KV Feeder Replacement  
 800 Union Blvd,  
 Totowa, NJ 07512

Application No: 1

Application Date: 2/11/2019

Period To: 2/15/2019

Contract Date: 12/18/2018

ENGINEER Project#: 1134.40

A Item No	B Description of Work	C Contract Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variables Rate)
1	Mobilization	3,636.00	0.00	3,636.00	0.00	3,636.00	0.00	72.72
2	Furnish MV Cables	82,000.00	0.00	41,000.00	0.00	41,000.00	41,000.00	8200.00
3	Install MV Cable	45,000.00	0.00	0.00	0.00	0.00	45,000.00	0.00
4	Demo Feeders	35,000.00	0.00	35,000.00	0.00	35,000.00	0.00	700.00
5	Furnish Term Kits	12,000.00	0.00	12,000.00	0.00	12,000.00	0.00	240.00
6	Install Term Kits	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
7	Fire Tape Conductors	7,400.00	0.00	0.00	0.00	0.00	7,400.00	0.00
8	Demobilization	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00

213,536.00	0.00	91,636.00	0.00	91,636.00	43	121,900.00	1,832.72
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**CONTRACTOR'S APPLICATION for PAYMENT**

**CAP702 SUMMARY PAGE**

TO:  
Passaic Valley Water Commission  
1525 Main Ave,  
PO Box 230  
Clifton, NJ 07011

PROJECT:  
MP19-1786  
PVWC 2.4kV Feeder Replacement  
800 Union Blvd,  
Totowa, NJ 07512

Application No.: 2  
Application Date: 3/19/2019  
Period To: 3/31/2019  
Contract Date: 12/18/2018  
ENGINEER Project#: 1134.40

FROM CONTRACTOR:  
Multi-Phase Electrical Services, In  
15 William Street  
Closter, NJ 07624

VIA ENGINEER:  
ATI  
695 Route 46 West - Suite 102  
Fairfield, NJ 07004  
Contact: Ralph Rocco

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR  
 CONSTRUCTION MGR

**CONTRACT FOR:**

1. Original Contract Sum			213,536.00
2. Change Order Summary	<u>ADDITIONS</u>	<u>REDUCTIONS</u>	
Total changes approved in previous months by Owner	0.00	0.00	
Total approved this Month	0.00	0.00	
TOTALS	0.00	0.00	
	Net Change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1+ - 2)			213,536.00
4. TOTAL COMPLETED & STORED TO DATE		(Column G on CAP703)	208,186.00
5. RETAINAGE:			
a. 2.00 % of Completed Work (Columns D + E on CAP703)		4,163.72	
b. 0.00 % of Stored Material (Column F on CAP703)		0.00	
Total Retainage (Line 5a + 5b or Total in Column I of CAP703)			4,163.72
6. TOTAL EARNED LESS RETAINAGE		(Line 4 less Line 5 Total)	204,022.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		(Line 6 from prior Certificate)	89,803.28
8. CURRENT PAYMENT DUE			114,219.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		(Line 3 less Line 6)	9,513.72

**Contractor Certification:**

*Henry Kelly*  
(Signature)

Date: 3/19/2019 State of: NJ  
County of: Bergen

*Brian A. Casey*

Subscribed and sworn to before me this 2 day of April, 2019

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ENGINEER'S CERTIFICATION:**

The Engineer's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Engineer also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: **\$ 114,219.00**

*Ralph Rocco*  
(Engineer's Signature)

Date: 04/09/2019

**Brian A Casey**  
Notary Public  
New Jersey  
My Commission Expires 3-21-2024  
No. 2443949

**APPLICATION FOR PAYMENT - CONTINUATION SHEET**

CAP703

**From:**  
 Multi-Phase Electrical Services, Inc  
 15 William Street  
 Closter, NJ 07624

**To:**  
 Passaic Valley Water Commission:  
 1525 Main Ave,  
 PO Box 230  
 Clifton, NJ 07011

**Project:**  
 MP19-1755  
 PVWC 2.4KV Feeder Replacement  
 800 Union Blvd,  
 Totowa, NJ 07512

**Application No:** 2  
**Application Date:** 3/19/2019  
**Period To:** 3/31/2019  
**Contract Date:** 12/18/2018  
**ENGINEER Project#:** 1134-40

A Item No	B Description of Work	C Contract Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable's Rate)
1	Mobilization	3,636.00	3,636.00	0.00	0.00	3,636.00	0.00	72.72
2	Furnish MV Cable	82,000.00	41,000.00	41,000.00	0.00	82,000.00	0.00	1,640.00
3	Install MV Cable	45,000.00	0.00	45,000.00	0.00	45,000.00	0.00	900.00
4	Demro Feeders	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00	700.00
5	Furnish Term Kits	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00	240.00
6	Install Term Kits	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00	500.00
7	Fire Tape Conductors	7,400.00	0.00	5,550.00	0.00	5,550.00	1,850.00	111.00
8	Demobilization	3,500.00	0.00	0.00	0.00	0.00	3,500.00	0.00
		213,536.00	91,636.00	116,550.00	0.00	208,186.00	5,350.00	4,163.72

**CONTRACTOR'S APPLICATION for PAYMENT**

**CAP702 SUMMARY PAGE**

**TO:**  
Passaic Valley Water Commission  
1626 Main Ave.  
PO Box 230  
Clifton, NJ 07011

**PROJECT:**  
MP18-1766  
PVWC 2.4kV Feeder Replacement  
800 Union Blvd,  
Totowa, NJ 07512

Application No.: 3  
Application Date: 4/09/2019  
Period To: 4/30/2019  
Contract Date: 12/18/2018  
ENGINEER Project#: 1134.40

**FROM CONTRACTOR:**  
Multi-Phase Electrical Services, Inc  
15 William Street  
Closter, NJ 07624

**VIA ENGINEER:**  
ATI  
895 Route 46 West - Suite 102  
Fairfield, NJ 07004  
Contact: Ralph Rocco

**Distributed to:**  
OWNER  
 ENGINEER  
CONTRACTOR  
CONSTRUCTION MGR

**CONTRACT FOR:**

1. Original Contract Sum			213,536.00
2. Change Order Summary	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	
Total changes approved in previous months by Owner	0.00	0.00	
Total approved this Month	0.00	0.00	
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	
<b>Net Change by Change Orders</b>			<b>0.00</b>
3. CONTRACT SUM TO DATE (Line 1+ - 2)			213,536.00
4. TOTAL COMPLETED & STORED TO DATE	(Column G on CAP703)		213,536.00
5. RETAINAGE:			
a. 2.00 % of Completed Work (Column D + E on CAP703)		4,270.72	
b. 0.00 % of Stored Material (Column F on CAP703)		0.00	
Total Retainage (Line 5a + 5b or Total in Column I of GAP703)			4,270.72
6. TOTAL EARNED LESS RETAINAGE	(Line 4 less Line 5 Total)		209,265.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	(Line 6 from prior Certificate)		204,022.28
8. CURRENT PAYMENT DUE			5,243.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 6)		4,270.72

**Contractor Certification:**

*Henry Kelly*  
(Signature)

Date: 4/09/2019 State of: NJ  
County of: Bergen

*Brian A. Casey*

Subscribed and sworn to before me this 9 day of April 2019  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ENGINEER'S CERTIFICATION:**

The Engineer's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Engineer also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$ 5,243.00

*Ralph Rocco*  
(Engineer's Signature)

Date: 04/09/2019

**Brian A Casey**  
Notary Public  
New Jersey  
My Commission Expires 3-21-2024  
No. 2443949

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

From:

Multi-Phase Electrical Services, Inc  
 15 William Street  
 Closter, NJ 07624

To:

Passaic Valley Water Commission  
 1525 Main Ave.  
 PO Box 230  
 Clifton, NJ 07011

Project:

MP19-1766  
 PYWC 2.4kV Feeder Replacement  
 800 Union Blvd.  
 Totowa, NJ 07512

Application No: 3

Application Date: 4/09/2019

Period To: 4/30/2019

Contract Date: 12/18/2018

Engineer's Project#: 1134.40

A Item No	B Description of Work	C Contract Value	D Work Completed From Previous Application (D + E)	E Work Completed This Period	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (if Variable Rate)
1	Mobilization	3,636.00	3,636.00	0.00	0.00	3,636.00	100	0.00	72.72
2	Furnish MV Cable	82,000.00	82,000.00	0.00	0.00	82,000.00	100	0.00	1,640.00
3	Install MV Cable	45,000.00	45,000.00	0.00	0.00	45,000.00	100	0.00	900.00
4	Demc Feeders	35,000.00	35,000.00	0.00	0.00	35,000.00	100	0.00	700.00
5	Furnish Term Kits	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	240.00
6	Install Term Kits	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	500.00
7	Fire Tape Conductors	7,400.00	5,550.00	1,850.00	0.00	7,400.00	100	0.00	148.00
8	Demobilization	3,500.00	0.00	3,500.00	0.00	3,500.00	100	0.00	70.00
		213,536.00	203,186.00	5,350.00	0.00	213,536.00	100	0.00	4,270.72

**CONTRACTOR'S APPLICATION for PAYMENT**

**CAP702 SUMMARY PAGE**

**TO:**  
Passaic Valley Water Commission  
1525 Main Ave,  
PO Box 230  
Clifton, NJ 07011

**PROJECT:**  
MP19-1766  
PVWC 2.4kV Feeder Replacement  
800 Union Blvd,  
Totowa, NJ 07512

Application No.: 4  
Application Date: 4/09/2019  
Period To: 4/30/2019  
Contract Date: 12/18/2018  
ENGINEER Project#: 1134.40

**FROM CONTRACTOR:**  
Multi-Phase Electrical Services, In  
15 William Street  
Closter, NJ 07624

**VIA ENGINEER :**  
ATI  
695 Route 46 West - Suite 102  
Fairfield, NJ 07004  
Contact: Ralph Rocco

Distribution List:  
OWNER  
X ENGINEER  
CONTRACTOR  
CONSTRUCTION MGR

**CONTRACT FOR:**

1. Original Contract Sum		213,536.00
2. Change Order Summary	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
	<b>Net Change by Change Orders</b>	<b>0.00</b>
3. CONTRACT SUM TO DATE (Line 1+ - 2)		213,536.00
4. TOTAL COMPLETED & STORED TO DATE	(Column G on CAP703)	213,536.00
5. RETAINAGE:		
a. 2.00 % of Completed Work (Columns D + E on CAP703)		0.00
b. 0.00 % of Stored Material (Column F on CAP703)		0.00
Total Retainage (Line 5a + 5b or Total in Column I of CAP703)		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		213,536.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		209,265.28
8. CURRENT PAYMENT DUE		4,270.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		0.00

**Contractor Certification:**

*[Signature]*  
(Signature)

Date: 4/09/2019 State of: NJ  
County of: Bergen

*[Signature]*  
Brian A. Casey

Subscribed and sworn to before me this 09 day of April 2019  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ENGINEER'S CERTIFICATION:**

The Engineer's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Engineer also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$ 4,270.72

*[Signature]*  
(Engineer's Signature)

Date: 04/09/2019

**Brian A Casey**  
Notary Public  
New Jersey  
My Commission Expires 3-21-2024  
No. 2443949



**CONTRACTOR'S APPLICATION for PAYMENT**

**CAP702 SUMMARY PAGE**

**TO:**  
Passaic Valley Water Commission  
1525 Main Ave,  
PO Box 230  
Clifton, NJ 07011

**PROJECT:**  
MP19-1766  
PVWC 2.4kV Feeder Replacement  
800 Union Blvd,  
Totowa, NJ 07512

Application No.: 5  
Application Date: 5/30/2019  
Period To: 5/30/2019  
Contract Date: 12/18/2018  
Architect Project#: 1134.40

**FROM CONTRACTOR:**  
Multi-Phase Electrical Services, In  
15 William Street  
Closter, NJ 07624

**VIA ARCHITECT:**  
ATI  
695 Route 46 West - Suite 102  
Fairfield, NJ 07004  
Contact: Ralph Rocco

**Distribution to:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CONSTRUCTION MGR

**CONTRACT FOR:**

<b>1. Original Contract Sum</b>			337,034.00
<b>2. Change Order Summary</b>			
	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	
Total changes approved in previous months by Owner	0.00	0.00	
Total approved this Month	0.00	0.00	
<b>TOTALS</b>	0.00	0.00	
<b>Net Change by Change Orders</b>			0.00
<b>3. CONTRACT SUM TO DATE (Line 1+ - 2)</b>			337,034.00
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on CAP703)			337,034.00
<b>5. RETAINAGE:</b>			
a. 0.00 % of Completed Work (Columns D + E on CAP703)		0.00	
b. 0.00 % of Stored Material (Column F on CAP703)		0.00	
Total Retainage (Line 5a + 5b or Total in Column I of CAP703)			0.00
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 less Line 5 Total)			337,034.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)			213,536.00
<b>8. CURRENT PAYMENT DUE</b>			123,498.00
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)			0.00

**Contractor Certification:**

*Henry Kelly*  
(Signature)

Date: 5/30/2019 State of: NJ  
County of: Bergen

*Ben A. Coy*

Subscribed and sworn to before me this 19 day of June 2019  
Notary Public:  
My Commission expires:

**ARCHITECT'S CERTIFICATION:**

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

*Ralph Rocco*  
(Architect's Signature)

Date: 06/19/2019

*Brian A. Casey*  
Notary Public  
New Jersey  
My Commission Expires 3-21-2024  
No. 2443949



**APPLICATION FOR PAYMENT - CONTINUATION SHEET**

From:

Multi-Phase Electrical Services, Inc  
15 William Street  
Closter, NJ 07624

To:

Passaic Valley Water Commission  
1525 Main Ave.  
PO Box 230  
Clifton, NJ 07011

Project:

MP19-1766  
PVWC 2.4KV Feeder Replacement  
800 Union Blvd,  
Totowa, NJ 07512

Application No.:

5

Application Date: 5/30/2019

Period To: 5/30/2019

Contract Date: 12/18/2018

Architects Project#:

1134.40

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (G - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	% (G / G)					
1	Mobilization (A3 Segment)	3,636.00	3,636.00	0.00	0.00	0.00	3,636.00	0.00	0.00
2	Furnish MV Cable (A3 Segment)	82,000.00	82,000.00	0.00	0.00	0.00	82,000.00	0.00	0.00
3	Install MV Cable (A3 Segment)	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.00	0.00
4	Demo Feeders (A3 Segment)	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00	0.00
5	Furnish Term Kits (A3 Segment)	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00	0.00
6	Install Term Kits (A3 Segment)	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
7	Fire Tape Conductors (A3 Segment)	7,400.00	7,400.00	0.00	0.00	0.00	7,400.00	0.00	0.00
8	Demobilization (A3 Segment)	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00	0.00
9	Furnish, Demo & Install MV2 Segment including fire taping.	123,498.00	0.00	123,498.00	0.00	0.00	123,498.00	0.00	0.00
		337,034.00	213,536.00	123,498.00	0.00	0.00	337,034.00	0.00	0.00

**RESOLUTION: 19-47**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: JULY 17, 2019**

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

Introduced by Commissioner: **RODRIGUEZ**

Seconded by Commissioner: **FRIEND**

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

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

**WHEREAS**, in order to continue to satisfy § 5.6 of the Contract, PVWC wishes to extend the current policy (which is due to expire July 31, 2019) for an additional period commencing July 31, 2019 and continuing through February 11, 2020; and

**WHEREAS**, at PVWC's request, PVWC's insurance consultants, Alamo Insurance Group, Inc. ("Alamo"), has obtained a quotation from C.N.A. for Builder's Risk insurance to extend their coverage for the additional period stipulated above, and has recommended that PVWC accept and approve same; and

**WHEREAS**, a copy of Alamo's correspondence dated July 9, 2019, including a copy of the quotation dated July 9, 2019 for builder's risk coverage in the amount of \$10,404.00 for the total premium referenced and attached thereto, is attached hereto and made a part hereof as Exhibit A; and

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

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

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

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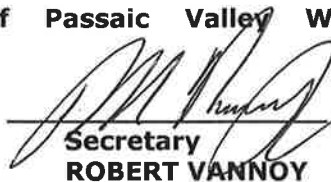
**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

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**President**  
**RIGO SANCHEZ**



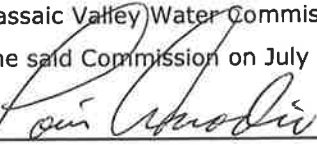
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**Secretary**  
**ROBERT VANNOY**

**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 July 17, 2019.



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

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT 15-B-25  
WATER STORAGE IMPROVEMENTS-PHASE 1  
STANDBY EMERGENCY GENERATORS  
CONTINUATION OF BUILDERS RISK  
INSURANCE COVERAGE**

**CORRESPONDENCE FROM ALAMO INSURANCE  
GROUP DATED JULY 9, 2019**

**QUOTATION FOR C.N.A.'s CONTINUATION OF  
BUILDER'S RISK INSURANCE  
DATED JULY 9, 2019**

**EXHIBIT A**

**Duprey, Jim**

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**From:** Kathy Young <[kyoung@alamoinsurance.net](mailto:kyoung@alamoinsurance.net)>  
**Sent:** Tuesday, July 09, 2019 10:59 AM  
**To:** Duprey, Jim  
**Cc:** Vozzella, Christine; Weiss, Yitz; Luis Alamo; Lois Lugo  
**Subject:** FW: PVWC - Builder's Risk  
**Attachments:** PVWC RMC INVOICE-BUILDERS RISK.doc

Hi, Jim –

The premium to extend the Builder's Risk Policy through C.N.A. from July 31, 2019 through February 11, 2020, will be \$10,404, based on the same terms, conditions, and exclusions as the current policy. We are enclosing our invoice in the amount of \$10,404, and ask that payment be submitted as soon as possible. It is Alamo's recommendation to extend coverage for this policy.

If you have any questions, please do not hesitate to contact me.

Katherine Young, CIC  
MEL Accredited Risk Manager  
Vice President of Risk Management & Loss Control  
Alamo Insurance Group, Inc.  
55 Flanagan Way  
Secaucus, New Jersey 07094  
(201) 295-9044 Ext 115  
(877) 552-5266 Toll Free  
(844) 336-9124 Fax  
(732) 740-3454 Mobile

**From:** Lisa Siciliano [<mailto:Lisa.Siciliano@epicbrokers.com>]  
**Sent:** Monday, July 08, 2019 10:39 AM  
**To:** Kathy Young  
**Cc:** Jon Ziman; Duprey, Jim ([JDUPREY@PVWC.com](mailto:JDUPREY@PVWC.com))  
**Subject:** RE: PVWC - Builder's Risk

Hi..the additional premium to extend the Builders Risk policy to expire 1/1/20 will be \$10,342....please advise if we should extend..thanks!

**Lisa Siciliano**  
Account Manager



**Insurance Brokers &  
Consultants**

One Blue Hill Plaza, Pearl River, New York  
P.O. Box 1689, Pearl River, N.Y. 10965  
[lisa.siciliano@epicbrokers.com](mailto:lisa.siciliano@epicbrokers.com)  
Direct 201.661.2471 | Fax 201.661.2471

Effective 1/1/19, Capacity Coverage Company of New Jersey LLC  
Insurance merged its operations and began doing business as  
EPIC Insurance Brokers & Consultants.

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

**From:** Kathy Young [mailto:kyoung@alamoinsurance.net]  
**Sent:** Monday, July 8, 2019 9:13 AM  
**To:** Lisa Siciliano <Lisa.Siciliano@epicbrokers.com>  
**Cc:** Jon Ziman <Jon.Ziman@epicbrokers.com>; Duprey, Jim (JDUPREY@PVWC.com) <JDUPREY@PVWC.com>  
**Subject:** PVWC - Builder's Risk

Hi, Lisa -

The client needs the quote today so they can put it on the agenda for tomorrow's meeting. Otherwise, they have to wait until the August meeting. Can you please provide the quote.

Thank you.

Katherine Young, CIC  
MEL Accredited Risk Manager  
Vice President of Risk Management & Loss Control  
Alamo Insurance Group, Inc.  
55 Flanagan Way  
Secaucus, New Jersey 07094  
(201) 295-9044 Ext 115  
(877) 552-5266 Toll Free  
(844) 336-9124 Fax  
(732) 740-3454 Mobile

Alamo Insurance Group, Inc.  
 55 Flanagan Way, Suite 301  
 Secaucus, NJ 07094  
 201-295-9044 Telephone  
 844-336-9124 Fax

**INVOICE**  
 Invoice No. 1

Date: 07/09/2019

Passaic Valley Water Commission  
 1525 Main Avenue  
 Clifton, NJ 07011  
 Attn: Christine Vozzella & Yitz Weiss

Producer	Tax ID	Date of Services	Payment Term
Alamo Insurance Group, Inc.	161-626-709	7/31/2019 to 2/11/2020	Upon Receipt
Description			Amount
Extension Builder's Risk Policy – CNA Insurance Company Policy No. 6050122428 Project: Stone Hill Contracting Co., Inc.  Premium NJ PLIGA			\$10,342.00 62.00
			<b>\$10,404.00</b>
			<b>Balance Due</b>

Make all checks payable to **Alamo Insurance Group, Inc.**  
 If you have any questions concerning this invoice contact:  
 Katherine Young, CIC  
 732-740-3454  
 Thank you for your business!



**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT 15-B-25  
WATER STORAGE IMPROVEMENTS-PHASE 1  
STANDBY EMERGENCY GENERATORS  
CONTINUATION OF BUILDERS RISK  
INSURANCE COVERAGE**

**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, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

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

Amount of Project or Contract: \$10,404

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

Other Comments:

Date of Certification: July 10, 2019



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

YW:yw

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**RESOLUTION: 19-48**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**APPROVAL OF PSE&G'S PROPOSAL TO REFEED PVWC'S  
LITTLE FALLS PLANT THROUGH THE NEW 26KV UTILITY  
SWITCHGEAR BEING PROVIDED UNDER PROJECT 15-B-25  
ENTITLED "WATER STORAGE IMPROVEMENTS, PHASE I,  
STANDBY EMERGENCY GENERATORS"**

**DATE OF ADOPTION: July 17, 2019**

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: **RODRIGUEZ**

Seconded by Commissioner: **FRIEND**

**WHEREAS**, Contract 15-B-25 entitled "Water Storage Improvements, Phase I, Standby Emergency Generators" includes, among other things, the furnishing and installation of a new 26KV Utility Switchgear located along Riverview Drive on the north side of PVWC's Plant which will enable PVWC to modify its existing 26KV substation to a flow-through scheme, thereby increasing the reliability and robustness of the electrical supply to PVWC's Little Falls Plant; and

**WHEREAS**, Public Service Electric and Gas Company ("PSE&G") is the exclusive Local Distribution Company of electricity for PVWC's Emergency Standby Generators at the Little Falls Water Treatment Plant located in Totowa, New Jersey; and

**WHEREAS**, in response to PVWC's request, PSE&G has submitted a proposal dated July 10, 2019 (PSE&G's Proposal) which includes PSE&G's summary of work and stipulates PVWC's required financial contribution (as an up-front payment to PSE&G) in the total amount of \$386,464.38 for PSE&G to provide the relocation work needed to refeed the PVWC's Little Falls Plant through the said new Utility Switchgear, and a copy of PSE&G's Proposal is attached hereto and made a part hereof as Exhibit B (following PVWC's memorandum referenced and included in Exhibit A below); and

**WHEREAS,** a copy of a memorandum from the Director of Engineering dated July 10, 2019 recommending approval of PSE&G's Proposal is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** the Executive Director, and General Counsel (as to form and legality), have reviewed the Director of Engineering's recommendations and concur with same, and based on the Director of Engineering's memorandum referenced above, the Commission hereby authorizes and approves PSE&G's Proposal including PVWC's up-front payment to PSE&G in the total amount of \$386,464.38; 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 C;

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

1. That PVWC hereby authorizes and approves PSE&G's Proposal, including PVWC's up-front payment to PSE&G in the total amount of \$386,464.38, and the appropriate officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms, conditions, 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 and referenced attachments shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

\_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**ROBERT VANNOY**

**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 July 17, 2019.

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

**PASSAIC VALLEY WATER COMMISSION**

**APPROVAL OF PSE&G'S PROPOSAL TO REFEED  
PVWC'S LITTLE FALLS PLANT THROUGH THE  
NEW 26KV UTILITY SWITCHGEAR BEING  
PROVIDED UNDER CONTRACT 15-B-25**

**DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED JULY 10, 2019**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: July 10, 2019

To: Hon. Commissioners

From: J. Duprey

C: J. Bella  
G. Hanley  
L. Amodio

Re: Recommendation to approve PSE&G's Proposal to Refeed PVWC's Little Falls Plant through the new 26KV Utility Switchgear provided Under Contract 15-B-25 entitled "Water Storage Improvements, Phase 1, Standby Emergency Generators", including PVWC's Up-Front Payment to PSE&G in the Total Amount of \$386,464.38

*Summary*

It is recommended that the Commission approve PSE&G's Proposal Dated July 10, 2019 (PSE&G's Proposal) to Refeed PVWC's Little Falls Plant through the new 26KV Utility Switchgear provided under Contract 15-B-25, and that the Commission authorize and approve PVWC's up-front payment to PSE&G in the total amount of \$386,464.38 as set forth in PSE&G's Proposal for reasons set forth below.

*Background*

Contract 15-B-25 includes, among other things, the furnishing and installation of a new 26KV Utility Switchgear located along Riverview Drive on the north side of PVWC's Plant which will enable PVWC to modify its existing 26KV substation to a flow-through scheme, thereby increasing the reliability and robustness of the PSE&G's electrical supply serving PVWC's Little Falls Plant.

In response to PVWC's request, PSE&G has submitted a proposal dated July 10, 2019 (PSE&G's Proposal) which includes PSE&G's summary of work and stipulates PVWC's required financial contribution (as an up-front payment to PSE&G) in the total amount of \$386,464.38 for PSE&G to provide the relocation work needed to refeed the PVWC's Little Falls Plant through the said new Utility Switchgear, and a copy of PSE&G's Proposal (with referenced attachments) is attached to the herein PVWC resolution as Exhibit B.

PSE&G's Proposal (including PVWC's required upfront payment to PSE&G in the total amount set forth therein) has been reviewed by PVWC and found to be reasonable considering the nature and scope of specialized electrical Work involved.

Based on the above, and subject to review and approval by the Law Department, it is recommended that the Commission authorize and approve PSE&G's Proposal, including approval of PVWC's up-front payment to PSE&G in the total amount set forth above.

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**PASSAIC VALLEY WATER COMMISSION**

**APPROVAL OF PSE&G'S PROPOSAL TO REFEED  
PVWC'S LITTLE FALLS PLANT THROUGH THE  
NEW 26KV UTILITY SWITCHGEAR BEING  
PROVIDED UNDER CONTRACT 15-B-25**

**PSE&G'S PROPOSAL DATED JULY 10, 2019**

**EXHIBIT B**





July 10, 2019

PVWC  
800 Union Blvd  
Totowa, N.J. 07512  
Attn: Mr. Jim Duprey

RE: PVWC 26kV Service  
Borough of Totowa, Passaic County  
PSE&G (Electric)

Subject: Construction Cost Estimate

Dear Mr. Duprey,

In follow up to our recent telephone conversation and e-mail correspondence, the Construction Cost Estimate for the re-arrangement and installation of 26kV electric facilities for the above referenced project is \$386,464.38. This overall cost is comprised of the following items listed below:

- Total Engineering and construction layout – \$300,868.90
  - Overhead Engineering & Construction (Installation and removal of poles, wire, and appurtenances)
  - Underground Engineering & Construction (Installation of wire and appurtenances)
- Permit fees and O&M costs - \$31,500.00
- Metering appurtenances - \$6,300.00
- PSE&G Tax and Administrative Gross Up Fees - \$47,795.48

The funds collected will be placed in an escrow account until completion of the project. Should the actual costs exceed the estimated cost, you will be billed for the balance. Likewise, if the actual cost is below the estimated cost, you will be refunded the difference.

If you require any additional information regarding the project, please contact Mr. Jared Port Vliet at (973)-365-2951.

Sincerely,

A handwritten signature in cursive script that reads "Edward Elia".

Edward D. Elia  
Principal Engineer - Operations  
PSE&G Electric Transmission & Distribution  
Metropolitan Division  
Phone: (973)-365-2848

**PASSAIC VALLEY WATER COMMISSION**

**APPROVAL OF PSE&G'S PROPOSAL TO REFEED  
PVWC'S LITTLE FALLS PLANT THROUGH THE  
NEW 26KV UTILITY SWITCHGEAR BEING  
PROVIDED UNDER CONTRACT 15-B-25**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: **PSE&G Service Refeed 26KV**


Amount of Project or Contract: \$386,464.38

1. Acct: # 001-0901-419-95-24 Run To Utility Switch Gear at LFWTP

Specific Appropriation to which expenditures will be charged: Capital Budget 2019

Other comments: One Time Upfront Payment

Date of Certification: 07/08/2019 Certified: \$386,464.38

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

YW:gbl

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**RESOLUTION: 19-49**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: JULY 17, 2019**

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: **RODRIGUEZ**

Seconded by Commissioner: **FRIEND**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 19-P-48 (Re-Solicitation) entitled "Professional Services for W-4 Licensed Operator" (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 received no responses for the Project; and

**WHEREAS**, PVWC then re-solicited for professional services (or extraordinary un-specifiable services), through the Fair and Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; 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, in the second solicitation for responses for the Project on July 11, 2019 PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from one (1) professional services providers (or provider of extraordinary unspecifiable services); and

**WHEREAS,** the response received for the re-solicited Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the response received, the firm of J. & J. Utility Consulting, LLC of Verona, New Jersey [the "Awardee"] was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received July 11, 2019 (hereinafter the "Response"); and

**WHEREAS,** the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

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

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

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

**WHEREAS,** the said response, or responses, to the Project and solicitation are 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 B;

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) 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 \$71,500.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

\_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**ROBERT VANNOY**

**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 July 17, 2019.

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

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 19-P-48 (Re-Solicitation)  
PROFESSIONAL SERVICES FOR W-4 LICENSED OPERATOR**

**FORM OF AGREEMENT**

**EXHIBIT A**



**FORM OF AGREEMENT**

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and J. & J. Utility Consulting, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 88 Woodland Avenue, Verona, New Jersey 07004.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 19-P-48 (Re-Solicitation) entitled "Professional Services for W-4 Licensed Operator" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated July 11, 2019, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$65,000.00 (based on 10 hours/week x 52 weeks/year x \$125.00/hour) plus an additional not-to exceed amount of \$6,500.00 set aside for additional out-of-scope supplemental or emergency hours if and to the extent ordered in writing by PVWC), for a total not-to-exceed amount of \$71,500.00. 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 \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the

contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal

or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

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

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

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

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

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

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

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

**J. & J. UTILITY CONSULTING, LLC**

Witness or Attest

By: \_\_\_\_\_  
Secretary

(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
RIGO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

(On File in the Office of the Administrative Secretary)

Project 19-P-89  
Professional Services for W-4 Licensed Operator

Proposals | Received July 11, 2019

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS								
J & J Utility Consulting, LLC 88 Woodland Ave Verona, NJ 07004 <a href="mailto:bigdognico@verizon.net">bigdognico@verizon.net</a>		\$125.00 W-4 \$125.00 W-3	<table border="0"> <tr><td><input checked="" type="checkbox"/></td><td>Ownership</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>EEO</td></tr> <tr><td><input checked="" type="checkbox"/></td><td>Insurance</td></tr> <tr><td><input type="checkbox"/></td><td>BRC</td></tr> </table>	<input checked="" type="checkbox"/>	Ownership	<input checked="" type="checkbox"/>	EEO	<input checked="" type="checkbox"/>	Insurance	<input type="checkbox"/>	BRC
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PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

IDENTIFICATION PAGE

- A. Name of Firm<sup>(1)</sup> J & J Utility Consulting, LLC
- B. Mailing Address of Firm: 88 Woodland Avenue  
Verona, NJ 07004
- C. Firm's Primary Contact Person for this Project:
1. Name: Dominic Ferry
  2. Telephone Number: 973-417-2993
  3. Facsimile Number: \_\_\_\_\_
  4. E-mail Address: bigdognico@verizon.net
- D. Firm's Alternate Contact Person for this Project:
1. Name: \_\_\_\_\_
  2. Telephone Number: \_\_\_\_\_
  3. Facsimile Number: \_\_\_\_\_
  4. E-mail Address: \_\_\_\_\_
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: \_\_\_\_\_
  2. Address of Subcontractor's Firm: \_\_\_\_\_
  3. Subcontractor's Contact Person: \_\_\_\_\_
  4. Telephone Number: \_\_\_\_\_
  5. Facsimile Number: \_\_\_\_\_
  6. E-mail Address: \_\_\_\_\_
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:  
(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.



J & J Utility Consulting Services, LLC

88 Woodland Avenue • Verona, NJ 07004 • (973) 417-2993

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July 10, 2019

Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

Att: Louis Amodio, Administrative Secretary, PVWC

**RE: Professional Services for W-4 Licensed Operator  
Project No. 19-P-48 (Re-Solicitation)**

Mr. Amodio:

I am pleased to submit a proposal for Project No. 19-P-48 (Re-Solicitation) for Professional Services for W-4 Licensed Operator.

I am confident my resume proposal submission will show I have the required knowledge and experience to fulfill the necessary components of the contract.

If you have any questions or need anything further, please do not hesitate to contact me.

Regards,



Dominic Ferry  
Owner/Operator  
J & J Utility Consulting Services, LLC

**J & J Utility Consulting Services, LLC**

88 Woodland Avenue • Verona, NJ 07004 • (973) 417-2993

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**SCHEDULE OF FEES**

- **W-4 Licensed Water Distribution Operator Professional Services**
  - 8 hours per week minimum @ \$125.00 per hour
  
- **W-3 Licensed Water Distribution Operator Professional Services**
  - 2 hours per week minimum @ \$125.00 per hour
  
- **Additional Hours (Out of Scope, Supplemental or Emergency)**
  - \$125.00 per hour

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 19-P-48 (Re-Solicitation)  
PROFESSIONAL SERVICES FOR W-4 LICENSED OPERATOR**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract:

**Professional Services** for Project # 19-P-48 – Professional Services for W-4 Licensed Operator. (**J & J Utility Consulting, LLC**).

Amount of Project or Contract not to exceed: **\$71,500**

1. Acct #: 001-3002-424.72-21 **BUDGET 2019**

Other Comments: **Professional Services**

Date of Certification: July 12, 2019



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

**RESOLUTION: 19-50**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR**  
**PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING**  
**SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE**  
**FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION**  
**ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR**  
**ADDITIONAL PROJECT MODIFICATIONS**  
**(AMENDMENT 6)**

**DATE OF ADOPTION: July 17, 2019**

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

Introduced by Commissioner: **RODRIGUEZ**

Seconded by Commissioner: **FRIEND**

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

**WHEREAS**, the Project has been amended previously, with the Commission's approval, which amendments were numbered 1 through 5; and

**WHEREAS**, Amendment 6, which is the subject of this Resolution, addresses additional services not previously addressed by Amendments 1 through 5; and

**WHEREAS**, Amendment 6 includes additional professional services and related costs resulting from major Project scope changes for the Levine Reservoir sub-project due to extensive public opposition during the historic preservation review process, required design updates to gain approvals from the State Historic Preservation Office and EPA Section 106, participation in design coordination meetings with HPO,

City of Paterson Historic Preservation Commission and National Park Service as required by NJDEP, review and incorporation of required electrical, civil, structural, mechanical, and architectural changes resulting from an update in New Jersey Administrative Code N.J.A.C. 5:23-1 (issued August 20, 2018), preparation of newly signed and sealed design documents to reflect the updated design for permitting and bidding (along with preparation of an updated construction cost estimate for same); and

**WHEREAS**, at PVWC's request, Jacobs has submitted a proposal dated July 11, 2019 (the "Proposal") to include additional professional services related to the above (with the exception of delays and construction phase services impacts for the Levine Storage Improvement Project, which will depend on the actual start date of bidding and construction phase services, as well as on the timing and sequencing of that construction contract as it unfolds, which impacts cannot be sufficiently quantified at this time); and

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

**WHEREAS**, said additional professional services included in Amendment 6 were not included in Jacobs' (formally CH2M's) original proposal (nor in previously approved Amendments 1-5); and

**WHEREAS**, a copy of the form of Amendment 6 to the Agreement for Professional Services (Project 12-P-43) followed by a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and hereby made a part hereof (and attached to Exhibit B referenced below); and

**WHEREAS**, the Director of Engineering has reviewed Jacobs' Proposal for the additional Work as set forth hereinabove and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said modifications to the Project, and additional costs related thereto, be approved; and

**WHEREAS**, a copy of the Director of Engineering's memorandum dated July 12, 2019 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS**, previously approved Amendments 1-5 increased the above not-to-exceed total amount to \$4,100,531.00 (an overall 28.6% increase); and

**WHEREAS**, the previously approved not-to-exceed total price of \$4,100,531.00 (which includes Amendments 1-5) is hereby increased by the additional negotiated amount of \$661,020.50 (an additional 20.7% increase) for Amendment 6 as set forth herein, for a revised not-to-exceed total price of \$4,761,551.50 for the Project (which equates to an overall net increase of approximately 49.3% to the Project); and

**WHEREAS**, the said modifications will be incorporated into Amendment 6, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves Amendment 6 to the Agreement for Professional Services for Project 12-P-43; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Amendment 6, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
\_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

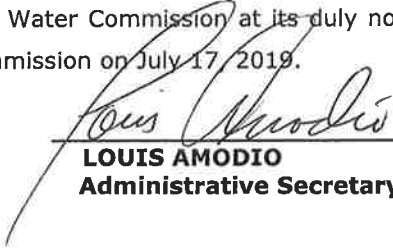
  
\_\_\_\_\_  
**Secretary**  
**ROBERT VANNOY**

**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 July 17, 2019.



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

**PASSAIC VALLEY WATER COMMISSION**

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

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 6)**

**PVWC DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED JULY 12, 2019**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: July 12, 2019

To: Hon. Commissioners

From: J. Duprey

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

Re: Modifications to Professional Services for Project 12-P-43 "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services-Professional Services for Additional Project Modifications- Levine Reservoir (Amendment 6)

**Summary**

It is recommended that, under Project 12-P-43, Jacobs (formerly CH2M) of Parsippany, New Jersey be awarded a negotiated increase of \$661,020.50 (increasing the total previously approved not-to-exceed amount for Project 12-P-43 from \$4,100,531.00 (which includes previously approved Amendments 1-5) to \$4,761,551.50 to provide PVWC with additional professional services related to the Levine Reservoir Project as set forth in the attached copy of Jacobs' proposal dated July 11, 2019.

These recommended modifications under this proposed Amendment 6 are set forth in more detail below.

**Background**

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

As can be seen from the Table below, previously approved Amendments 1-5 increased the above not-to-exceed total amount to \$4,100,531.00. Proposed Amendment 6 in the negotiated amount of \$661,020.50 increases the above not-to-exceed total amount to \$4,761,551.50.

Description	Adjustment	Total Not-to-Exceed
Original Agreement with CH2M		\$3,188,397.00
Previously Approved (Amendments 1-5)	\$912,134.00	\$4,100,531.00
Proposed Amendment 6	\$661,020.50	<b>\$4,761,551.50</b>

Previously Approved Amendments 1-5

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

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

Amendment 5 included additional professional services over an extended five-month bid period to assist PVWC through the bid protest hearing process which ultimately led to award of the Emergency Power Contract, subsequent delayed start of construction of the Emergency Power Project (and additional delays resulting from utilization of the CDBG-DR program) and the duration of the contract extended at PVWC's request from eighteen (18) months to twenty four (24) months (necessitated by the increased technical complexity of the project), the related construction phase services impacts (CH2M office construction administration and resident observation) associated with the said Emergency Power Project. As previously indicated, utilizing the CDBG-DR could save PVWC approximately \$500,000 in an upfront reduction of NJDEP/HUD fees, and principal forgiveness of up to

twenty five percent (25%) of the construction cost (a projected estimated savings of approximately \$7,000,000) on the Emergency Power Project.

Construction of the Levine Storage Improvement Project and of the Emergency Power Project was originally contemplated to occur in parallel, which turned out to be not the case, thereby requiring a reallocation of professional services for resident observation between these two projects. A portion of the budget for full time resident observation was reallocated from the Levine Storage Improvement Project to the Emergency Power Project (within overall Project 12-P-43) in the amount of \$383,434.00 due to the Projects not being performed simultaneously, and which transferred amount served to reduce the net increase for previously approved Amendment 5.

As previously indicated, the above-referenced Amendments 1-5 did not include design and construction phase services impacts for the Levine Storage Improvement Project which depended on the actual extent of required design updates (to gain approvals from the State Historic Preservation Office and EPA Section 106), and delays to the start dates of the bidding and construction phase services, as well as on the timing and sequencing of the various construction contracts as they unfold, because the said impacts were not able to be sufficiently quantified at that time.

#### Amendment 6

The following additional professional services were not included in CH2M's original proposal, nor in previously approved Amendments 1-5:

Amendment 6 includes additional professional services and related costs resulting from major scope changes for the Levine Reservoir sub-project due to extensive public opposition during the historic Preservation review process, required design updates to gain approvals from the State Historic Preservation Office and EPA Section 106, participation in design coordination meetings with HPO, City of Paterson Historic Preservation Commission and National Park Service as required by NJDEP, review and incorporation of required electrical, civil, structural, mechanical, and architectural changes resulting from an update in New Jersey Administrative Code N.J.A.C. 5:23-1 (issued August 20, 2018), preparation of newly signed and sealed design documents to reflect the updated design for permitting and bidding (along with preparation of an updated construction cost estimate for same).

At PVWC's request, Jacobs has submitted a proposal dated July 11, 2019 (the "Proposal") to modify the Levine Storage Improvement Project to include additional professional services related to the above (with the exception of bidding and construction phase services impacts for this sub-project, which will depend on the actual timing and sequencing of that construction contract as it unfolds, which impacts cannot be sufficiently quantified at this time).

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

A copy of Jacobs' Proposal dated July 11, 2019 for Amendment 6, including a breakdown of the scope and negotiated additional costs related thereto, is attached to and made a part of Exhibit B referenced below.

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

It is recommended that, under Project 12-P-43, Jacobs be awarded a negotiated increase of \$661,020.50 (20.7%) for Amendment No. 6 thereby increasing the total previously approved not-to-exceed amount for Project 12-P-43 from \$4,100,531.00 (which includes previously approved Amendments 1-5) to \$4,761,551.50 (which equates to an overall net increase of approximately 49.3% to the Project) to provide PVWC with additional professional services related to the Project under Amendment 6 as set forth in the attached copy of Jacobs' proposal dated July 11, 2019.

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

Subject to concurrence and approval by the Law Department as to form and legality, the said changes will be incorporated into "Amendment 6 to the Agreement for Professional services (Project 12-P-43)" the form of which is included in Exhibit B.

**PASSAIC VALLEY WATER COMMISSION**

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

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 6)**

**FORM OF AMENDMENT TO AGREEMENT  
AND JACOBS' PROPOSAL  
DATED JULY 11, 2019**

**EXHIBIT B**

**Passaic Valley Water Commission  
Amendment No. 6 to the  
Agreement for Professional Services  
(Project 12-P-43)**

This Amendment No. 6 to the Professional Engineering Services-Emergency Back-Up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services (Project 12-P-43) (hereinafter "Amendment"), Levine Reservoir Project, is made by and between:

Passaic Valley Water Commission ("PVWC")

-and-

Jacobs (formerly CH2M-Hill Engineers, Inc. "CH2M") ("Jacobs")

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

IT IS hereby agreed as follows:

**Article 1  
Recitals**

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

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

1.02.01 Additional professional services included in Amendment No. 6 were not included in CH2M's original proposal, nor in previously approved Amendments 1-5.

1.02.02 Amendment No. 6 includes additional professional services and related costs resulting from major scope changes for the Levine Reservoir sub-project due to extensive public opposition during the historic Preservation review process, required design updates to gain approvals from the State Historic Preservation Office and EPA Section 106, participation in design coordination meetings with HPO, City of Paterson Historic Preservation Commission and National Park Service as required by NJDEP, review and incorporation of required electrical, civil, structural, mechanical, and architectural changes resulting from an update in New Jersey Administrative Code N.J.A.C. 5:23-1 (issued August 20, 2018), preparation of newly signed and sealed design documents to reflect the updated design for permitting and bidding (along with preparation of an updated construction cost estimate for same).

**1.03** PVWC reviewed Jacobs' claim, and the Parties negotiated the claim.

**1.04** The original amount of the portion of Jacobs' claim (with the exception of bidding and construction phase services impacts for the Levine Reservoir sub-project, which will depend on the actual timing and sequencing of that construction contract as it unfolds, and which impacts cannot be sufficiently quantified at this time) was \$695,811.05, which has been compromised to \$661,020.50, which was memorialized in a 7-Page letter dated July 11, 2019, issued by Russell Ford, PhD, PE, Vice President and by Linda Wancho, PE, Project Manager jointly on behalf of Jacobs to James G. Duprey, PE, Director of Engineering, for PVWC (hereinafter "Compromise").

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

<b>Agreement or Amendment</b>	<b>Adjustment</b>	<b>Total Not-to-Exceed</b>
Agreement (original)		\$ 3,188,397.00
Amendments 1-5	\$ 912,134.00	\$ 4,100,531.00
Amendment 6	\$ 661,020.50	<b>\$4,761,551.50</b>

**Article 2**  
**Acceptance of Compromise**

**2.01. Acceptance of Compromise.** The Parties accept the Compromise and adopt same as an amendment to the Agreement, thereby increasing the not-to-exceed amount of the Agreement by \$661,020.50 for a new total of \$4,761,551.50.

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

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

**2.04. Full and Final Settlement of Jacobs' claim.** Jacobs agrees that this Amendment shall constitute full and final compensation to Jacobs for any and all claims for additional compensation in connection with the agreement that were, or could have been, asserted against the PVWC by Jacobs or requested from PVWC by Jacobs as of the date of the Compromise. A claim could have been asserted if Jacobs had knowledge of one or more events that impacted Jacobs negatively in any way, whether or not Jacobs had enough information at the time to sufficiently quantify the impact and/or substantiate the claim under the terms of the Agreement. Jacobs may not re-assert any claim that it has asserted previously in connection with the negotiations leading up to the Compromise.

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

- 2.05.01 Jacobs reserves the right to assert a claim or request an increase in compensation in connection with the Agreement relating to impacts on the cost of providing bidding and construction phase services on the Levine Project, which the Parties stipulate will depend on the actual future start date and timetable for construction of the Levine Project, and events that may transpire during the course of construction on the Levine Project.
- 2.05.02 Nothing herein shall constitute a waiver by Jacobs of its rights to seek additional compensation in connection with Project 12-P-43, provided that Jacobs' claim is permissible under this Amendment.
- 2.05.03 Although the PVWC foresees the likelihood that Jacobs may request another increase in their compensation under the Agreement at some point in the future, the PVWC does not take any position on future claims that have been reserved by Jacobs and nothing herein shall bind the PVWC to increase Jacobs' compensation beyond the not-to-exceed amount set forth in this Amendment.

**Article 3**  
**Construction of the Amendment**

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

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

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

**3.04. Neutral Construction.** The Amendment shall be given a neutral construction, such that it shall not be construed in favor or against any party to this Amendment by

reason of the extent to which any party or its Counsel participated in the drafting hereof.

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

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

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



**Jacobs**

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

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

Witness or Attest:

\_\_\_\_\_ (Signature, print name)

- oOo-

**Passaic Valley Water Commission**

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

By: \_\_\_\_\_  
RIGO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

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

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 6)**

**JACOBS' PROPOSAL  
DATED JULY 11, 2019**

**(ATTACHMENT TO EXHIBIT B)**

Jim Duprey, P.E.  
Chief Engineer, Business Administrator  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

July 11, 2019

Re: Project No. 12-P-43

Professional Engineering Services Emergency Back-Up Power and Water Storage Facilities Design,  
Permitting and Construction Administrative Services  
Levine Reservoir Project Updates, Emergency Power Resident Engineering– Change Order 6

Dear Mr. Duprey,

CH2M HILL and Hatch Mott MacDonald have been providing services in support of Project No. 12-P-43 since June 2013. During this time, the sub-project scopes and durations have changed from the original scope of work, and the sub-projects are no longer being delivered concurrently. This has resulted in scope and budget adjustments for both the Levine Reservoir and Emergency Generator projects. Additional adjustments are currently needed for the Levine sub-project as identified here.

## Levine Reservoir Project

For the Levine Reservoir project, the following major changes have occurred:

- Public opposition during historic preservation review process
- Required design updates to gain approvals from the State Historic Preservation Office and EPA Section 106 as outlined in PVWC's RFP.
- Participation in design coordination meetings with HPO, City of Paterson Historic Preservation Commission and National Park Service as required by the NJDEP.
- New permit submittals to reflect the updated design.
- Project delay from 2014 to 2019, resulting in:
  - A need to update design documents based on NJAC 5:23-1, Effective August 20, 2018.
  - Preparation of newly signed and sealed design documents for bidding and permitting

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

**Table 1 – PVWC Levine Reservoir Requested Engineering Budget Additions**

<i>Item</i>	<i>Budget Addition Request (\$)</i>	<i>Basis for Request</i>
Public Outreach Activities (Tasks 6, 7, 17 and 19)*	99,930.92	Activities from 2015 – 2019 public outreach, negotiations to gain project approval
	20,141.13	unreimbursed PJTD
Task 6 – Design Updates	319,497.10	Project additions, code updates to gain authorization to advertise
Additional Design Meetings (Allowance)	58,980.04	attendance at 20 additional meetings, 1 to 2 in attendance 240 hours
Task 7 – Permitting (Allowance)	106,503.94	Resubmittal of all permits
Task 8 – Cost Estimate	25,186.47	Generate new cost estimate
Task 9 – Funding	19,235.89	Re-submit applications for funding
Expenditures above original budget	11,545.00	Budget replenishment
<b>Total Addition to Levine Reservoir Subproject</b>	<b>\$661,020.50</b>	

\*\$99,930.92 already paid, budget replenishment needed, \$20,141 efforts to date not reimbursed.

**1. Public Outreach Activities (Tasks 6, 7, 17 and 19)**

The following related activities were partially funded under Change Orders 2 (alternate site assessments) and 3 (public outreach) and were executed in 2015 through 2018 and have been held from payment in the amount of \$20,141.13. The work efforts are described in general terms below. Additional details can be found in the monthly progress reports submitted with our invoices. Work efforts included:

- Considered feasibility of updating design of the detention basins to retention basins
- Alternate site assessment efforts beyond planned scope/budget
- Public outreach and coordination efforts beyond planned scope/ budget

In addition to these held expenditures, efforts were provided on Task 7 - permitting to support PVWC in gaining approvals from both the State Historic Preservation Office and USEPA Section 106. These efforts in 2017/2018 included biweekly conference calls with NJDEP and EPA, several coordination meetings, and preparation of documents to progress the application to the New Jersey State Register and USEPA Section 106. These efforts have been paid for by PVWC in the amount of \$99,930.92. This budget amount requires replenishment.

## 2. Design Updates (Task 6)

As identified in the RFP, the following additions/ modifications will be incorporated into the Levine Reservoir design documents:

### 6.1 – Retention Basin/Detention Basin

Mott MacDonald will modify the site design and Design Documents for redesign of the proposed detention basin on the south side of the Levine Reservoir site near Grand Street. The proposed detention basin will be modified as both a detention basin and retention basin with applicable piping and valving to be able to be readily switched from one to the other (detention to retention).

Mott MacDonald's scope of work will include:

- Stormwater Analysis including stormwater analysis/calculations, report revisions, long term pond simulation, pond filling with potable water estimate, and raceway supply estimate.
- Plans and Specifications including revising grading and stormwater site plan, diversion to raceway concepts, construction details, and preparation of specifications.

Mott MacDonald will coordinate with MDKA Associates (PVWC's Historic Preservation Consultant) prior to and during the redesign of the proposed detention basin. Depending on the specific coordination issue for Task 1, it is anticipated that coordination with MDKA Associates will be held via conference call or in-person meeting. Mott MacDonald will submit the applicable technical documents listed above as well as the revised plans and specifications for use by MDKA.

The design will be submitted to the NJDEP Historic Preservation Office for final approval.

### 6.2 – Landscape Architecture

Mott MacDonald's landscape architect will coordinate with MDKA Associates for the implementation of a landscaping plan for the Levine Reservoir site. The landscape architect will select and designate placement of native plantings and any other additional elements at the site in consultation with MDKA Associates. The landscaping plan will screen the proposed tanks from view to the maximum extent possible and minimize the overall visual impacts from nearby areas within the Great Falls of Paterson/S.U.M. Historic District and Paterson Great Falls National Historic Park.

Depending on the specific coordination issue for Task 2, it is anticipated that coordination with MDKA Associates will be held via conference call or in-person meeting. Mott MacDonald will submit the landscaping plans for use by MDKA. The NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and National Park Service will be consulted during the implementation of the landscaping plan. Upon approval of the landscaping plan, Mott MacDonald will revise the applicable site plans and planting plans. The site plans and planting plans will then be submitted to the NJDEP Historic Preservation Office for final approval.

### 6.3 – Tank Color

Mott MacDonald's landscape architect will assist in selecting a color for the proposed tanks such that it blends into the surrounding vegetation and minimizes visual impacts created by the construction. The tank color selection will be incorporated into the Design Documents.

The NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and National Park Service will be consulted during the tank color selection process. Depending on the specific coordination issue for Task 3, it is anticipated that coordination with MDKA Associates, the NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and National Park Service will be held via conference call or in-person meeting.

### 6.4 – Obelisk Fence Posts

Mott MacDonald will coordinate with MDKA Associates to assess the level of deterioration and prepare a repair plan for the existing obelisk fence posts that surround the Levine Reservoir property, concrete cross buttresses, and concrete piers at the main entrance gate. The repair of these features will be incorporated into the new perimeter fence design.

The NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and National Park Service will be consulted during the design process. The final fence design's color, texture, finish, and appearance of repaired sections of concrete will match the existing material to the maximum extent possible so as to be compatible with the character of the historic district.

Mott MacDonald will coordinate with MDKA Associates prior to and during the design of the obelisk fence posts. It is anticipated that coordination with MDKA Associates will be held via conference call or in-person meeting. Mott MacDonald will submit the plans and specifications for use by MDKA.

Upon approval of the fencing plan, Mott MacDonald will revise the applicable drawings and specifications of the Design Documents. The Design Documents will then be submitted to the NJDEP Historic Preservation Office for final approval.

### 6.5 – Grand Street Retaining Wall

Mott MacDonald will coordinate with MDKA Associates to assess the level of deterioration and prepare a repair plan for the existing Grand Street retaining wall. As specified by the NJDEP Historic Preservation Office, the Grand Street retaining wall is to be repointed, repaired, and rehabilitated.

Mott MacDonald will coordinate with MDKA Associates prior to and during the design of the Grand Street retaining wall. It is anticipated that coordination with MDKA Associates will be held via conference call or in-person meeting. Mott MacDonald will submit the plans and specifications for use by MDKA.

The NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and National Park Service will be consulted during the design process. In addition, per the NJDEP, a test panel no less than 4-feet high and 4-feet wide shall be prepared during construction for on-site review and approval by the NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and National Park Service. This requirement will be incorporated into the Design Documents. The Design Documents will then be submitted to the NJDEP Historic Preservation Office for final approval.

6.6 – Design Coordination Meetings

Jacobs and Mott MacDonald have budgeted 225 hours to attend meetings at PVWC for items related to Tasks 1 through 5. This includes 20, 8-hour meetings as requested. Each meeting will be attended by 1 to 2 people. It is anticipated that the meetings will include representatives of PVWC, NJDEP Historic Preservation Office, City of Paterson Historic Preservation Commission, and/or National Park Service to evaluate and address comments.

6.7 – Additional Design Needs

In addition to the above project modifications, there was an update in the New Jersey Administrative Code NJAC 5:23-1, Effective August 20, 2018. Discipline design leads for electrical, civil, structural, mechanical and architectural need to review this code and incorporate updates to the design. Of particular note, is that the structural design calculations will require updates. Additionally, the project delay from 2014 to 2019, has resulted in engineering staff changes. The design documents will need to be signed and sealed by new discipline leads. This will require an in-depth review of the design basis, calculations and drawings by the new leads so that they can gain an understanding of the project and confidently affix their professional seal to the documents.

- o SRF Engineering Review – NJEIT//NJDEP Municipal Finance &CE address original comments, Submit updated design and address comments on updated design
- o SRF Environmental Review – NJDEP MF &CE- address original comments, submit updated design and address resulting comments

The contracted engineering firms – CH2MHILL and Hatch Mott MacDonald have also had corporate changes since 2014. CH2MHILL is now Jacobs engineering and Hatch Mott MacDonald is Mott MacDonald. The company names/ logos will be updated on the design documents.

The total additions for the above design scope above result in 2035 hours at a cost of \$ 378,477.15. A breakdown by subtask is shown below.

Task	hours	Labor \$	expense \$	total (\$)
<b>Design</b>				
6.1 – Retention Basin/Detention Basin	357	55,602.72	700	56,302.72
6.2 – Landscape Architecture	119	20,203.48	700	20,903.48
6.3 – Tank Color	76	14,310.01	300	14,610.01
6.4 – Obelisk Fence Posts	130	21,992.81	200	22,192.81
6.5 – Grand Street Retaining Wall	129	21,767.62	200	21,967.62
6.6 – Design Coordination Meetings	225	58,040.04	940	58,980.04
6.7 Additional Design Needs	998	168,620.46	14,900	183,520.46
<b>Design subtotal</b>	<b>2035</b>	<b>360,537.15</b>	<b>17,940</b>	<b>378,477.15</b>

### 3. Permitting (Task 7)

As included in the RFP, the following services will be provided to obtain permits for the updated Levine Reservoir project:

#### Task 7 – Local Permits including

- Municipal Planning Board Approval
- Building Construction Permit
- Local Stormwater Management

#### Task 8 – County Permits including:

Task 8 will include work associated with County permits or approvals anticipated

- Hudson-Essex-Passaic Soil Conservation District Soil Erosion and Sediment Control Plan Certification
- Passaic County Planning Board Approval

#### Task 9 – State and Federal Permits

Per the RFP, Task 9 will include work associated with Federal, or other permits or approvals anticipated for the updated design. The following work, including State permits, will be provided for permit application resubmittals for the updated Levine Reservoir design:

- NJDEP – Bureau of Water System Engineering – Permit to Construct/Modify/Operate (Renewal)
- NJDEP – Freshwater Wetlands Presence/Absence Letter of Interpretation (LOI) Determination
- NJDEP – Water Quality Management Plan (WQMP) Consistency
- NJDEP – NJPDES Construction Dewatering General Permit
- NJDEP – Bureau of Dam Safety
- New Jersey Register Authorization. It is anticipated that work included for this item will be general coordination and submittal of technical documents for use by Jacob’s archeological and cultural resource services subconsultant.

Federal Section 106 Historic Preservation Review. It is anticipated that work included for this item will be general coordination and submittal of technical documents for use by PVWC’s archeological and cultural resource services subconsultant.

The total additions for obtaining the above permits are summarized below:

Task Permits	hours	Labor \$	expense \$	total (\$)
7.7 Local	225	41,086.28	850	41,936.28
7.8 County	158	28,919.34	850	29,769.34
7.9 Federal	190	33,948.32	850	34,798.32
<b>Permitting subtotal</b>	<b>572</b>	<b>103,953.94</b>	<b>2,550</b>	<b>106,503.94</b>



#### 4. Cost Estimate (Task 8)

In consideration of the 5-year project delay, and design additions being included, it is proposed that a new construction cost estimate for the project is needed. This task will be executed for the original project budget, with labor escalation. This results in a budget of \$27,540.47. There is currently a balance of \$2,354 on this task, resulting in the need for a budget addition of 25,186.47

#### 5. Financing Assistance (Task 9)

Jacobs will coordinate with PVWC to update all required documents for the NJIB loan application. We will assist PVWC in updating the required documents and completing the on-line H2O Loans tool. This work effort is estimated at 113 hours, or 19,235.89. Previous expenditures on this task were \$19,935.22 – which is \$11,544.69 over budget. This requires replenishment in the task.

#### 6. Future Services

The current contract provides services for bidding, construction and startup of the Levine Reservoir project. Scope and pricing for delivery of the balance of services will be reviewed and updated to reflect project changes and dates of delivery once the time for bidding is established. To date the project is on a five-year delay resulting from response to public concerns. Thus, task delivery will be subject to labor escalation rates.

#### Total Project Additions

A summary of the total requested budget addition to the Levine sub-project for the above services is shown below. This pricing is based on receipt of notice to proceed by September 2019, with completion of the above scope items 1 through 5 in 2020.

Project	Addition	Current Budget	Resulting Budget
Levine Reservoir	\$661,020.50	\$1,576,770.87	\$2,237,791.37

We appreciate the opportunity to continue to support PVWC on this important and historic project. If you have any questions, please contact Linda at 862-242-7080 or Russell at 862-242-7040.

Regards,

CH2M Hill Engineering Inc.  
(Jacobs)



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



Linda Wancho, P.E.  
Project Manager – Jacobs

cc:

Kevin Whittier, Jacobs

**PASSAIC VALLEY WATER COMMISSION**

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

**PROFESSIONAL SERVICES FOR  
ADDITIONAL PROJECT MODIFICATIONS  
(AMENDMENT 6)**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract:

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

Amount of Project or Contract not to exceed: **\$661,020.50**

Contract amendments # 6

1. Acct #: 001-0901-419.95-24 **BUDGET 2019**

Other Comments: **Professional Services**

Date of Certification: July 12, 2019



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

**RESOLUTION: 19-51**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: July 17, 2019**

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: **RODRIGUEZ**

Seconded by Commissioner: **FRIEND**

**WHEREAS**, the Commission serves more than 80,000 households, operates in dozens of municipalities, and has more than 200 employees; and

**WHEREAS**, there are numerous and varied litigation matters involving the Commission, including but not limited to, claims for damages to property, injury to individuals and employees, workers compensation claims, etc.; and

**WHEREAS**, the Commissioners desire to confer settlement authority to the Law Department for certain litigation matters in order to create greater efficiencies and to provide cost-savings; and

**WHEREAS**, this Resolution hereby supersedes any and all previous Commission resolutions, policies, past practices and/or previous PVWC directives to the contrary, and, in the event of conflict, the herein Resolution shall hereby govern effective immediately; and

**WHEREAS**, the General Counsel has reviewed and approves the herein Resolution (as to form and legality);

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


1. That PVWC hereby confers settlement authority to the Law Department for all litigation matters up to Five Thousand Dollars (\$5,000.00); and
2. The Law Department shall provide the Legal Affairs Committee with a report of all settled matters, along with the amounts, through the Legal Department Status Report; and
3. For matters greater than Five Thousand Dollars (\$5,000.00) and up to, and including, Ten Thousand Dollars (\$10,000.00), the Law Department

- shall report those matters to the Commission at its meeting, without the need for the appearance of outside counsel (if assigned); and
4. For those matters which may be settled in excess of Ten Thousand Dollars (\$10,000.00), the Law Department shall, in its discretion, require the appearance of outside counsel, (if assigned); and
  5. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

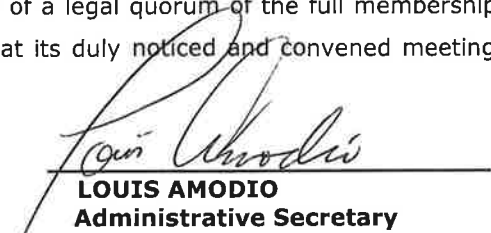
  
 \_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
 \_\_\_\_\_  
**Secretary**  
**ROBERT VANNOY**

**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 July 17, 2019.

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

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: JULY 17, 2019**

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: ROBRIGUEZ

Seconded by Commissioner: FRIEND

**WHEREAS**, the Commission hereby approves and directs the Business Administrator to serve as the appointing authority as it pertains to Personnel Department functions (the "Appointing Authority") and to have oversight and required approvals of all of PVWC's Personnel Department's functions and responsibilities; all subject to review and approval by the Commission; and

**WHEREAS**, this Resolution hereby supersedes any and all previous Commission resolutions, policies, past practices and/or previous PVWC directives to the contrary, and, in the event of conflict, the herein Resolution shall hereby govern effective immediately; and

**WHEREAS**, the General Counsel has reviewed and approves the herein Resolution (as to form and legality);

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

1. That PVWC hereby approves and directs the Business Administrator to serve as the Appointing Authority of the Passaic Valley Water Commission; and
2. That all personnel actions, including, but not limited to, hiring, promotions, demotions, reclassifications, and discipline, as well as all personnel Notices, including, but not limited to, disciplinary notices, shall first be submitted to the Executive Director for approval, and such approval must be in writing; and
3. That the Civil Service Commission and the Communication Workers of America, AFL-CIO Local 1032 (CWA) be placed on notice that the

Business Administrator shall be designated as the Appointing Authority;  
and

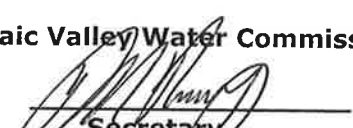
4. That PVWC hereby authorizes and directs the appropriate officials of the PVWC, and such other officers, employees and officials of the PVWC, to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
5. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

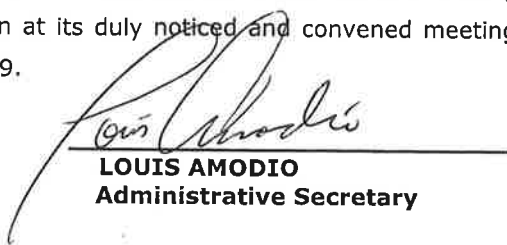
  
\_\_\_\_\_  
**President**  
**RIGO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**ROBERT VANNOY**

**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 July 17, 2019.

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

**RESOLUTION: 19-53**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: JULY 17, 2019**

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: **VAN RENSA L I E R**

Seconded by Commissioner: **R O D R I G U E Z**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. **19-P-1** entitled "**Professional Legal Services for Reviews of Proposed Land use and Related Matters**" (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 unspecifiable services), procured through the 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

**WHEREAS**, based on the said evaluation of each of the response(s) received, the firm(s) of **Johnson & Johnson; Waters, McPherson, McNeill;**



**Chasen Lamparello Mallon & Cappuzzo, PC** [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 23, 2019 for the Project [hereinafter the "Response(s)"]; and

**WHEREAS**, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

**WHEREAS**, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) 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**, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificates are attached hereto as Exhibit C; 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 inspection;

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) 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 Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.


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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

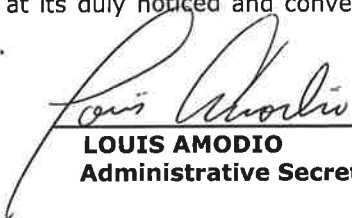
  
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\_\_\_\_\_  
**Secretary**  
**ROBERT VANNOY**

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**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 July 17, 2019.

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

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: July 17, 2019**  
**RESOLUTION: 19-54**

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: **VAN RENSA LIER**

Seconded by Commissioner: **RODRIGUEZ**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. **19-P-3** entitled "**Professional Services (New Jersey Licensed Title Company) for Title Searches and Related Matters**" (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 unspecifiable services), procured through the 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

**WHEREAS**, based on the said evaluation of each of the response(s) received, the firm(s) of **GEOD Corp, CME Associates, Remington &**

**Vernick Engineers, Maser Consulting**, [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 23, 2019 for the Project [hereinafter the "Response(s)"]; and

**WHEREAS**, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

**WHEREAS**, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) 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**, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificates are attached hereto as Exhibit C; 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 inspection;

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) 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 Responses, 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(s) hereby awarded to the