

RESOLUTION #19-38

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: JULY 17, 2019

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

COMMISSIONER: VANNOY offers the following Resolution for adoption:

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

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

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

- 1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed *in camera*.
- 2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
- 3. This Resolution shall take effect immediately.

Second by COMMISSIONER: RODRIGUEZ Time: 9:41 am

RECORD OF COMMISSION VOTE ON FINAL PASSAGE AYE NAY ABSTAIN **ABSENT** FRIEND, G. VANNOY, R. X LEVINE, J. <u>X</u> KOLODZIEJ, J. VAN RANSALIER, R. X RODRIGUEZ, I. SANCHEZ, R. Adopted at a meeting of Passaic Valley Water Commission. President

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of July 17, 2019.

LOUIS AMODIO

Administrative Secretary

RESOLUTION: 19-39
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, under Contract 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System" (the "Contract"), Card Choice Merchant Services, LLC of Fairfield, New Jersey (the "Contractor") has provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") on an as-needed basis with the Contract commencing September 14, 2017; and

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

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

WHEREAS, the Contract, otherwise scheduled to end on or about September 13, 2019, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning September 14, 2019 and ending on September 13, 2021; all as indicated in the Director of Engineering's memorandum dated June 19, 2019, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated June 19, 2019 along with the Contractor's correspondence dated June 19, 2019 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

whereas, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$558,673.46; and

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

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

- That PVWC hereby authorizes and awards a 2-year extension to Contract 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System" commencing September 14, 2019 and expiring on September 13, 2021; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$558,673.46.
- That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
- 3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
- 4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE OF	I FINAL	. PASSAGE
------------------------------	---------	-----------

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

Passaic Valley Water meeting of Adopted at a Commission.

President

RIGO SANCHEZ

Secretary ROBERT WANNOY

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-Gommission at its duly noticed and convened meeting of the said Commission on July 17, 2019.

LOUIS AMODIO

Our Um

Administrative Secretary

2-YEAR EXTENSION OF CONTRACT 17-B-7 (RE-BID)
"ELECTRONIC PAYMENT SYSTEM (INCLUDING
CREDIT/DEBIT CARDS AND E-COMMERCE) FOR THE
COMMISSION'S BILLING AND COLLECTION SYSTEM"

DIRECTOR OF ENGINEERING'S MEMORANDUM DATED JUNE 19, 2019

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION INTER-OFFICE MEMORANDUM

Date:

June 19, 2019

To:

G. Hanley J. Duprey

From:

J. Bella

Subject:

2-Year Extension of Contract 17-B-7 (Re-Bid)

"Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing

and Collection System"

Under Contract 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System" (the "Contract"), Card Choice Merchant Services, LLC of Fairfield, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently on an as-needed basis with the said contract commencing on September 14, 2017.

This 2-year contract, which is otherwise scheduled to end on or about September 13, 2019, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions.

A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum dated June 19, 2019, along with the Contractor's correspondence dated June 19, 2019 agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 17-B-7 (Re-Bid) be extended for a 2-year period of time beginning September 14, 2019 and ending on September 13, 2021. Based on the reestablishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the Escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$558,673.46.

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

2-YEAR EXTENSION OF CONTRACT 17-B-7 (RE-BID)
"ELECTRONIC PAYMENT SYSTEM (INCLUDING
CREDIT/DEBIT CARDS AND E-COMMERCE) FOR THE
COMMISSION'S BILLING AND COLLECTION SYSTEM"

DIRECTOR OF PURCHASING'S MEMORANDUM DATED JUNE 19, 2019 AND CONTRACTOR'S CORRESPONDENCE DATED JUNE 19, 2019

EXHIBIT B

INTER-OFFICE MEMO

DATE: June 19, 2019

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE:

System"

Contract # 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) For the Commissions Billing and Collection

The above referenced contract is due to expire 09/13/2019. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

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

Current Contract Amount (Two Years) = \$558,673.46

= \$558,673.46 Extension Amount (Two Years)

Respectfully submitted,

Gregg B. Lucianin Buyer

cc: L. Amodio J. Duprey

Lucianin, Gregg

From:

rmcgrogan@cardchoice.com

Sent:

Wednesday, June 19, 2019 1:53 PM

To:

Lucianin, Gregg

Duprey, Jim; sales@cardchoice.com

Cc: Subject:

2-Year Extension of Contract 17-B-7 (Re-Bid) "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection

System" (the "Contract")

Hello Gregg,

CardChoice International hereby agrees to a 2-year extension of the Contract for the period commencing 9-14-19 and ending 9-13-21 at 0% increase in unit prices; all in accordance with the terms and conditions of the Contract.

Please confirm receipt of this email and time stamp.

Thank you,

Ray

Ray McGrogan

President / CEO

CardChoice International

Tel: (866) 350-3200 Ext-2248 9 Law Drive | Fairfield | NJ | 07004

rmcgrogan@cardchoice.com | www.cardchoice.com

2-YEAR EXTENSION OF CONTRACT 17-B-7 (RE-BID)
"ELECTRONIC PAYMENT SYSTEM (INCLUDING
CREDIT/DEBIT CARDS AND E-COMMERCE) FOR THE
COMMISSION'S BILLING AND COLLECTION SYSTEM"

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

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

Amount of Project or Contract: \$558,673.46

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

Specific Appropriation to which expenditures will be charged: Budget 2019/2021

Other comments: Two (2) Year Contract Extension Commencing: September 2019

Electronic Payment System

Date of Certification: 06/19/2019 Certified: \$558,673.46

Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 19-40
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 unspecifiable Services) for Project No. 19-P-89 "Professional Services to Assist PVWC in Competitive Contracting Procurement of a New CMMS System" (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 a fair and open process and awarded without competitive bids, must be publicly advertised; and

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

WHEREAS, the response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for

responses for the Project, and a copy of PVWC's memorandum dated July 3, 2019 is attached hereto and made a part hereof as Exhibit A; and

whereas, based on the said evaluation of the response received, and as can be seen from the above-referenced PVWC memorandum, the firm of Westin Technology Solutions (the "Awardee) of Milwaukee, Wisconsin was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received June 20, 2019 (hereinafter the "Response"); and

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

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

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

WHEREAS, the Awardee's response to the Project and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

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

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

 That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$558,920.00, for services related to the Project; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE N	AY	ABSTAIN	ABSENT
FRIEND, G.	_X			
VANNOY, R.	_X			
LEVINE, J.	X			
KOLODŽIEJ, J.	<u> </u>			
VAN RENSALIER, R.	X			
RODRIGUEZ, I.	<u>x</u>			
SANCHEZ, R.	<u>x</u> -			

Adopted at a meeting of Passaic Valley Water Commission.

President RIGO SANCHEZ

Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy 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

Ques

Administrative Secretary

PASSAIC VALLEY WATER COMMISSION INTEROFFICE MEMORANDUM

Date: July 3, 2019

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella

G. Hanley L. Amodio G. Lucianin

Re:

Recommendation to Award Project No. 19-P-89 "Professional Services to assist PVWC in Competitive Contracting Procurement of a New CMMS System"

Summary

It is recommended that Project No. 19-P-89 " Professional Services to Assist PVWC in Competitive Contracting Procurement of a New CMMS System" (the "Project") be awarded to Westin Technology Solutions of Milwaukee, Wisconsin (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$558,920.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on June 20, 2019 one (1) response was received and subsequently evaluated by PVWC for the Project.

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

It is recommended that, subject to review and approval by the Law Department, the Project be awarded to the Consultant as set forth above.

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

IDENTIFICATION PAGE

Firm	's Primary Contact Person for this Project:		
1.	Name: DougSpiers		
2.	Telephone Number: 916-807-3028	<u> </u>	
3.	Facsimile Number: 414-289-7979	18	
<u>4</u> ,	E-mail Address: dspiers@westindelivers.co	om .	
Firm	's Alternate Contact Person for this Project:		
1.	Name: Albair Hanna		
2.	Telephone Number:805-340-5513		
3.	Facsimile Number: 414-289-7979		
4.	E-mail Address:ahanna@westindellvers.c	com	
Conta	act Information for Firm's Proposed Subcontra	ctor, if any:	
1.	Name of Subcontractor's Firm:		
2.	Address of Subcontractor's Firm:		
3.	Subcontractor's Contact Person;	OWNERSHIP_	<u> </u>
4.	Telephone Number :	INSURANCE_	V
5.	FacsImile Number:	BRC _	
6.	E-mail Address:	EEO _	V

-6-



Section 4 - Westin's Proposed Schedule

Westin can begin the above scope of services upon receiving an official the Notice to Proceed. The proposed CMMS project schedule is shown below.

Summary Project Schedule		Months												
		2	3	-4	- 5	6	7	8	9	10	11	12	13	14
Task 1 Business Process Analysis	D126					1				1				_
Task 2 – IT Strategic Plan and Design		No.	1000			12	_			-			-	-
Task 3 - Business Process Assessment & Recommendations			53000	200	E					_	1	-	\vdash	-
Task 4 - CMMS Procurement				E-15	Marga.	- Distant	NO SECTION	DWAR	1000	WES.	CONTROL OF		1	_
Task 5 - CMMS Implmentation Assistance				-				The same	-		and the same	No. of Contract of	-	100000
Task 6 - CMMS Post-Implementation Refinement				_			_		-	_	_	-		100

SECTION 5 - WESTIN'S PROPOSED COSTS

The following table contains a summary of Westin's proposed costs for the scope of work described above. This estimate is based on a time & material basis with a not-to-exceed amount of \$558,920 including all anticipated travel and other direct project costs. The estimated hours, labor and travel costs for each task is provided below.

	Total Hours	H.	Labor		Travel		Total
Task 1 – Business Process Analysis	304	\$	74,500	Ś	12,000	S	86,500
Task 2 – IT Strategic Plan and Design	128	\$	31,200	Ś	5.000	Š	36,200
Task 3 – Business Process Assessment & Recommendations	80	\$	21,000	\$	4,500	Ś	25,500
Task 4 - CMMS Procurement	600	\$	148,720	\$	22,000	Ś	170,720
Task 5 - CMMS Implmentation Assistance		19	8	•	,	Š.	160,000
Task 6 - CMMS Post-Implementation Refinement				250	100	\$	80,000
Total	1112	\$	275,420	\$	43,500	\$	558,920

Assumptions:

- PVWC will assign a Project Representative to work collaboratively with Westin and participate in all designated project meetings.
- PVWC will provide working space for 1 2 Westin's consultants when on site.
- PVWC will work with Westin to maximize the time on site and ensure participation of the subject matter experts.
- PVWC will review and provide comments on deliverables within an agreed-upon time frame.

Professional Services To Assist PVWC in Competitive Contracting Procurement of A New CMMS System

Proposals | Received June 20, 2019

	T	X Ownership X EEO X Insurance	Ownership EEO Insurance BRC	Ownership EEO (Signed no cert) Insurance BRC	Ownership EEO Insurance BRC	Ownership EEO Insurance BRC
	TOTAL AMOUNT OF CONTRACT					· ·
	BID DEPOSIT					
BIDDERS	•	Westin Technology Solutions 1000 N. Water Sreet, STE950 Milwaukee, WI 53202 dspiers@westindelivers.com				
		Z Z Z S				

PROJECT NO. 19-P-89 PROFESSIONAL SERVICES TO ASSIST PVWC IN COMPETITIVE CONTRACTING PROCUREMENT OF A NEW CMMS SYSTEM

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of ______, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Westin Technology Solutions a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1000 N. Water Street, Suite 950, Milwaukee, Wisconsin 53202.

WHEREAS, PVWC desires Professional Services as applicable, to assist PVWC in its efforts related to Project No. 19-P-89 "Professional Services to Assist PVWC in Competitive Contracting Procurement of a New CMMS System" (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 Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated June 20, 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 C; and

WHEREAS, notwithstanding any other provision set forth (or omitted) herein, or with respect hereto, the Consultant shall not be permitted, directly or indirectly to act as a principal in the ultimate Contract competitively awarded to undertake the new CMMS System, but shall assist PVWC in a consulting role in evaluating the Competitive Contract and awardee's performance thereof, as needed, in the judgement of PVWC as it relates to said Project; 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: $\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{2} \left(\frac{1}{2} \right) \left(\frac$

- 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.

- The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$558,920.00. 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-ofpocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.
- 4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.
- 5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.
- 6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.
- 7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.
- 8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.
- 9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

- a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and
- b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$2,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and
- c) Professional Liability in the amount of not less than \$2,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

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

- 11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.
- 12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.
- 13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.
- 14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.
 - 15. During the performance of this contract, the contractor agrees as follows:
- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - -Letter of Federal Affirmative Action Plan Approval
 - -Certificate of Employee Information Report
 - -Employee Information Report Form AA302
- j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
- 16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.
- 17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.
- 18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.
- 19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT

shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

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

WESTIN TECHNOLOGY SOLUTIONS

W	itness or Attest	
Ву: 🗉	Secretary	By:Authorized Signatory
	(Seal)	
		PASSAIC VALLEY WATER COMMISSIO
Ву: 🏻	LOUIS AMODIO Administrative Secretary	By: RIGO SANCHEZ President

EXHIBIT "C"

PROFESSIONAL'S PROPOSAL

(On File in the Office of the Administrative Secretary)

PROJECT NO. 19-P-89 PROFESSIONAL SERVICES TO ASSIST PVWC IN COMPETITIVE CONTRACTING PROCUREMENT OF A NEW CMMS SYSTEM

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 19-P-89 – Professional Services for Assisting PVWC in Competitive Contracting Procurement of a New CMMS System. (Westin Technology Solutions).

Amount of Project or Contract not to exceed: \$558,920

1. Acct #: 001-0901-419.95-07 BUDGET 2019

Other Comments:

Professional Services

Date of Certification: July 8, 2019

Yitzchak Weiss, CPA

Comptroller and Chief Financial Officer Passaic Valley Water Commission **RESOLUTION: 19-41**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION FOR AN AMENDMENT TO THE SUPPORT AND MAINTENANCE

AGREEMENT WITH HARRIS ADVANCED SYSTEMS

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, on or about December 18, 2013, the Passaic Valley

Water Commission ("PVWC") entered into a Contract with Advanced

Utilities Systems, a division of N. Harris Computer Corporation ("Harris

Advanced Systems") to supply the PVWC's Customer Information

System ("CIS System") and to provide maintenance, update, and

other services to the PVWC relating to same for a period of five years;

and

WHEREAS, the terms of the long-term technical support for the

CIS System were memorialized in a separate agreement entitled

"Support and Maintenance Agreement"; and

WHEREAS, PVWC desires to amend the Support and

Maintenance Agreement to include goods and services required for

Harris Advanced Systems to upgrade the CIS system to CIS Infinity

Version 4 (which upgrade was not included in the currently active

Support and Maintenance Agreement), and which upgrade is to be

implemented by Harris Advanced Systems as soon as possible and

within an 8-month period; and

WHEREAS, invoicing by Harris Advanced Systems for the CIS

Infinity Version 4 Upgrade shall be in accordance with the breakdown

set forth in Harris Advanced System's scope and quotation dated May

30, 2019 entitled "Harris Advanced Systems' Version 4 Upgrade", in

the total amount of \$378,000.00; and

WHEREAS, a copy of PVWC's Purchasing Department's memorandum dated June 20, 2019 (along with a copy of Harris Advanced Systems' Version 4 Upgrade is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Executive Director and the Director of Engineering (and the General Counsel as to form and legality) concur with the Purchasing Department's recommendations; and

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

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities for PVWC to approve the Harris Advanced Systems' Version 4 Upgrade;

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	X			
VANNOY, R.	_X			
LEVINE, J.	X			
KOLODZIEJ, J.	X			
VAN RENSALIER, R.	X			
RODRIGUEZ, I.	X			
SANCHEZ, R.	X			

Adopted at a meeting of Passaic Valley Water

President RIGO SANCHEZ

Secrétary 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

ous

AMENDMENT TO THE SUPPORT AND MAINTENANCE AGREEMENT WITH HARRIS ADVANCED SYSTEMS

PVWC'S PURCHASING DEPARTMENT'S MEMORANDUM DATED JUNE 20, 2019

HARRIS SYSTEMS' VERSION 4 UPGRADE

EXHIBIT A

INTER-OFFICE MEMO

DATE: June 20, 2019

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE: Advanced Utility Systems - CIS Infinity Version 4 Upgrade (Proprietary Software)

The Purchasing Department is recommending that PVWC enter into eight (8) Month agreement with Advanced Utilities Systems for a "CIS Infinity Version 4 Upgrade" and a "Support and Maintenance Agreement" for PVWC's Proprietary Software's Customer Information System (CIS) in the total amount of \$378,000.00. (Certification of Funds Attached)

Respectfully submitted,

Gregg B. Lucianin Buyer

cc: L. Amodio J. Duprey



CIS Infinity Version 4 Upgrade

Passaic Valley Water Commission

May 30, 2019

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this Scope of Work for the CIS Infinity Version 4 Upgrade.

Authorized By: Passaic Valley Water Commission	Authorized By: Advanced Utility Systems
Yitz Weiss Chief Financial Officer	Lori Hogg VP, Professional Services
May 30, 2019	May 30, 2019

TABLE OF CONTENTS

PROJECT OVERVIEW	4
KEY PROJECT ASSUMPTIONS	6
PROJECT MANAGEMENT	8
PHASE 1 - PROJECT PLANNING AND INITIATION	9
PHASE 2 - DATA INTEGRITY CHECK & CLEAN UP & INITIAL DATA CONVERSION	11
PHASE 3 – TRAINING	14
PHASE 4 - TESTING AND DATA REFRESHES	
PHASE 5 - TRANSITION TO GO LIVE	
PAYMENT MILESTONES	
APPENDIX A - HARDWARE AND SOFTWARE REQUIREMENTS	
APPENDIX B - PASSAIC INTERFACES	
APPENDIX C – CUSTOM & STANDARD REPORTS	
APPENDIX C – CUSTOM & STANDARD REPORTS	23

Project Overview

The project is defined as the upgrade of CIS Infinity Version 4, by Advanced Utility Systems (Advanced) for Passaic Valley Water Commission (Passaic). The current CIS Infinity instance will be upgraded to Version 4 and will replace the current version of CIS Infinity.

This document describes the Scope of Work (SOW) to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Passaic for this project. This document contains the following Appendices:

- Appendix A Hardware and Software Requirements
- Appendix B Passaic Interfaces

The project as outlined in this Scope of Work (SOW) encompasses all aspects of Passaic's CIS Infinity upgrade, including but not limited to project management, requirements gathering, data integrity and clean up, data conversion, configuration including interfaces, and training. Note that tracking for this SOW will be done via Team Support #36168.

Project Phases

There are five major phases for the CIS Infinity Version 4 Upgrade: (1) Project Planning & Initiation, (2) Data Integrity Check & Cleanup and Initial Conversion, (3) Training, (4) Testing & Data Refreshes, and (5) Transition to Go Live. Within each project phase are deliverables and milestones that need to be achieved by both parties to move to the next project phase. Details of each phase along with key deliverables for Advanced and Passaic are described below.

Project Scope

Advanced and Passaic agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW. Items not included in this SOW are to be considered out of scope.

Advanced will provide the following Version 4 upgrade services to Passaic:

- Project Management
- Functional Discovery Workshop
- Installation and configuration of Infinity.Link Version 4
- Configuration of Infinity. Mobile to integrate with CIS Infinity Version 4
- V3 Data Integrity Check and Clean up in Passaic's test environment
- Conversion of data from CIS Infinity Version 3 to CIS Infinity Version 4
- V4 Data Integrity Check and Clean up in Passaic's test environment

- Data refreshes (Maximum of 6)
- Conversion of current Bill Print(s)/Notice(s)/Receipts formats from Crystal Reports XI to Crystal Reports 2013
- Conversion of Standard (canned) reports format from Crystal Reports XI to Crystal Reports 2013 (non-standard reports and custom reports are not included)
- · Remote web based training
- Onsite training for End Users
- Conversion of existing interfaces as identified in Appendix B
- Conversion of required billing formulas
- Technical Support

Change Control

Any changes to the project which impact project scope, schedule and/or costs must go through a Scope of Work Amendment process. A change must be identified by the Project Managers and any schedule, resources, risks and costs impacts assessed and documented. It is acknowledged that a change could potentially lead to a Scope of Work Amendment to this project or a separately defined project which must be approved by both Advanced and Passaic.

Timeline

The effort included in this Scope of Work is for a timeframe not to exceed 8 months from the Project Kickoff, although this is subject to change based on the mutually agreed upon project plan. A Scope of Work Amendment may be required if project timeframe extends beyond 8 months.

Key Project Assumptions

- 1. All prices are quoted in US dollars.
- The Fixed Cost will be firm for the services identified herein through the project's duration, as identified in this SOW. Travel costs are estimated and will be billed as incurred in accordance with this SOW.
- Passaic will upgrade CIS Infinity Version 3 to the recommended release prior to Advanced conducting any data integrity or data cleanup activities. If AMS is in place Passaic will work with Advanced AMS to upgrade CIS Infinity Version 3 to the latest release.
- 4. Passaic will upgrade the current Infinity.Link and Infinity.Mobile to the latest release.
- This Project is not normal daily operations. Team members should be aware of the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multitasking for this project to be successful.
- 6. Advanced and Passaic will each assign a project manager who will be responsible for jointly managing the overall implementation to a successful conclusion.
- Project success is dependent upon both Advanced and Passaic supplying the resources required to complete all deliverables in a timely matter. Areas of expertise required include Project Management, IT (Hardware, Network, Database), Data Conversion, Business Process and Reports.
- 8. Passaic and Advanced will ensure team members are available for meetings, workshops, discussions and conference calls upon request by the other party with reasonable notice. Project team members will respond to information requests in a timely matter to minimize delays in the project.
- Passaic will perform testing as required including data conversion, functional, integration testing, and user acceptance testing.
- 10. Passaic will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project.
- 11. Passaic will provide adequate facilities that support remote training during the project's lifecycle.
- 12. Passaic will provide adequate onsite training facilities during project (if applicable).
- 13. Passaic and will provide desk space for the Advanced team members while onsite.
- 14. Passaic and will provide access to; printers within the facility, all network drives required for the shared project resources, project servers (minimum of 4 remote connections), all instances of the CIS Infinity and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to the Advanced VPN.
- Passaic will allow AUS to create an In-House system at the Toronto location using Passaic data for the purpose of parallel testing and issue resolution.
- 16. Passaic is responsible, at its expense, for updating hardware and system software as needed. See Appendix A for Hardware and Software Requirements. If not yet completed, Passaic must complete the procurement and installation of the computer hardware and associated system software at least

- fifteen (15) business days before the CIS Infinity Version 4, Infinity.Link and Infinity Mobile installation date.
- 17. Advanced will provide up to eight (8) onsite training sessions, if required, consisting of eight full weeks of 40 hours per week onsite, to assist Passaic with, but not limited to, data cleanup and/or testing requirements during the V4 upgrade process.

Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the Passaic PM will provide oversight and guidance to Passaic staff to ensure successful completion of Passaic led/assigned activities and related project tasks.

ADVANCED DELIVERABLES:

The Advanced Project Manager/Functional Lead (PM) will deliver the following as part of their Project Management duties:

- Lead the weekly project meeting to discuss status, address questions and provide direction on outstanding activities
- Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget
- 3. Participate in a bi-monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor
- Update the Project Schedule on a monthly basis, or as required, based on outcomes of the project status
- Manage the efforts of the Advanced staff and coordinate project activities with the Passaic's Project Manager
- 6. Ensure timely resolution and updates to Team Support items

Passaic DELIVERABLES:

The Passaic PM will deliver the following as part of their Project Management duties:

- 1. Participate in the weekly project meeting to discuss status, address questions and provide direction on outstanding activities
- Organize and lead the bi-monthly Executive Steering Committee meeting to review project status, to be attended by the Passaic Project Manager and Passaic Project Sponsor(s)
- Manage the efforts of the Passaic staff and coordinate project activities with the Advanced Project Manager
- 4. Ensure project team is testing and providing timely update to Team Support items
- 5. Review and approve project deliverables
- 6. Review and process invoices

Phase I - Project Planning and Initiation

Advanced and Passaic will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Passaic project team. Prior to the remote Project Kickoff meeting, Advanced and Passaic will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the Passaic review the Version 4 upgrade documentation available on mycisinfinity.com prior to the Project Kickoff meeting.

The Project Schedule for Passaic identifies the activities, deliverables and resources required for the successful upgrade of CIS Infinity. The Advanced PM and the Passaic will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). Passaic is responsible for managing the timelines and deliverables of any third party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Passaic PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Passaic and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

ADVANCED DELIVERABLES:

- Schedule and conduct a joint remote Project Kickoff meeting which will include the review of this SOW, Project Schedule and the CIS Infinity Version 4 Upgrade Checklist
- 2. Review all interfaces per the SOW APPENDIX B
- 3. Schedule a Functional Discovery Workshop and provide agenda
- 4. Develop joint Project Team Contact list
- 5. Review and revise, if required, Weekly Status Report format
- 6. Review and finalize project schedule with Passaic PM
- 7. Deliver Core Team Training Agendas
- 8. Provide access to Standard Version 4 Training Workbooks on mycisinfinity.com, if required
- 9. Deliver Draft End User Training schedule
- 10. Deliver generic testing checklist
- Remotely install CIS Infinity Version 4 software on Passaic's designated server as documented by Passaic in the CIS Infinity Version 4 Upgrade Checklist
- 12. Install Version 4 HELP and WIKI
- 13. Train Passaic on how to apply new Version 4 builds

Passaic DELIVERABLES:

- 1. Procure, set up and install any required hardware and associated system software
- 2. Upgrade, if required CIS Infinity Version 3 to the latest build,
- 3. Upgrade, if required Infinity.Link V3 to the latest build,
- 4. Upgrade, if required Infinity. Mobile to the latest build,
- 5. Review and approve Project Schedule
- 6. Participate in Project Kickoff meeting (all project team members)
- 7. Identify SMEs and attend Functional Discovery Workshop
- 8. Create Team Support ticket for each interface which will include a sample file format and file layout description
- 9. Develop Test Plan
- Complete the CIS Infinity Version 4 Upgrade Checklist, including identified tasks within the checklist
- 11. Install software required by Version 4 on client workstations and test access to Version 4 server software
- 12. Participate in Version 4 build application training. Application of new builds throughout the project is the responsibility of Passaic

Phase 2 - Data Integrity Check & Clean Up & Initial Data Conversion

Version 3 Data Integrity Check and Clean up

Prior to the CIS Infinity Version 4 upgrade conversion, the V3 Integrity Check Utility will be run by Advanced in coordination with Passaic within the Version 3 Test Environment. The Version 3 Test Environment must be refreshed from production by Passaic prior to running the V3 Integrity Check Utility. The V3 Integrity Check Utility will report on data integrity issues within the Version 3 database, which, if not resolved, will prevent the successful upgrading of the Version 3 database to the Version 4 database. This tool can be run at any time, and is not dependent on having CIS Infinity Version 4 installed.

The V3 Data Integrity Check utility will find and report on data integrity issues, such as missing links (orphaned records), code look-ups and unpopulated required fields. Advanced staff will analyze issues reported by the Integrity Check Utility and prepare SQL scripts as required to resolve data issues. Data fixes will be applied by Advanced in the Test Environment. Passaic will review data fixes and once approved, Passaic will run scripts and make data changes in your V3 Production Environment.

ADVANCED DELIVERABLES:

- 1. Run V3 Integrity Check Utility on CIS Infinity Version 3 Test Environment (Refreshed)
- 2. Identify, resolve and update data changes into CIS Infinity Version 3 Test Environment prior to the initial conversion of the V3 database to Version 4
- 3. Develop and run V3 data clean up scripts in the Version 3 Test Environment prior to the initial conversion of the V3 database to Version 4

Passaic DELIVERABLES:

1. Refresh Version 3 Test Environment from Version 3 Production Environment

Version 4 Initial Upgrade Conversion, Data Validation and Testing

Once the Version 3 data integrity and cleanup process is complete Advanced will convert Passaic's V3 data and load into Passaic's V4 Test Environment.

Advanced will supply a data validation report confirming both Version 3 and Version 4 systems are in balance and will release the system for testing by Passaic.

The initial Version 4 Upgrade Conversion will average one to two days. The length of time necessary for conversion is dependent on several key factors including the size of the current database and whether or not detailed pre-CIS Infinity live financial data is being converted.

NOTE:

The upgrade conversion routine does not automate the upgrade of interfaces, client security settings, hyperlinks, saved reporting criteria, information bars, billing formulas, bill prints, notices & receipts and custom reports. Advanced and Passaic will need to configure these manually as identified below.

Advanced is responsible for converting/configuring

- All billing formulas required by Passaic in Version 4
- Current bill prints, notices and receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing)

Billing formulas, bill prints, notices and receipts will be available for Functional Testing phase. Generic Information Bars will be delivered with the Initial V4 Upgrade Conversion and Interfaces will be delivered for the Integration Test phase.

Passaic is responsible for converting/configuring:

- User security
- Custom reports
- Report Criteria
- Hyperlinks

Configuration of security and custom reports are required for the Integration Testing phase. Configuration of saved reporting criteria and hyperlinks are required for the Functional Test phase.

Prior to the completion of the Initial Upgrade Conversion Passaic will select a group of Baseline Accounts. Baseline Accounts provide Passaic's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in Passaic's Baseline Accounts, as applicable.

As part of the Initial Upgrade Conversion, Passaic will undertake testing of the Version 4 Upgrade conversion. Passaic's project manager will coordinate the completion of the Version 4 Upgrade conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to upgrade conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Upgrade Conversion testing (and subsequent test phases), Advanced will access Passaic's server in order to upload data corrections, with the assistance of Passaic's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

ADVANCED DELIVERABLES:

- 1. Convert CIS Infinity Version 3 database to CIS Infinity Version 4 database
- 2. Deliver Data Validation Report which validates conversion accuracy between V3 and V4
- 3. Review and deliver initial V4 data conversion load with Passaic
- 4. Time the process to convert and load data
- 5. Configure generic Information Bars

Passaic DELIVERABLES:

- 1. Review and approve the Data Validation Report
- 2. Run reports currently used by Passaic for balancing system in V3 in V3 and V4 to confirm versions are in balance
- 3. Load refreshed Version 4 test database onto Advanced FTP site (required for troubleshooting and billing formula conversion)
- 4. Identify Baseline Accounts for testing
- 5. Create test scripts and share with AUS
- 6. Run CIS Infinity V4 Data Validation Tool to compare and validate V3 data.

Phase 3 - Training

Core Team Training

Core Team Training will be conducted remotely via WebEx for the core team following the initial V4 conversion rollout. Users will be trained to ensure that they can access the system and navigate through CIS Infinity Version 4 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory. Core Team training assumes users are familiar with Version 3 and Passaic's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

ADVANCED DELIVERABLES:

1. Deliver remote Core Team training sessions

Passaic DELIVERABLES:

1. Participate in remote Core Team training session

End User Training

Advanced will provide 2 weeks of CIS Infinity V4 End User training to Passaic to secure a working knowledge of CIS Infinity V4. As part of the Training Plan, Advanced will work with Passaic to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and Passaic staff attendance needs. End User training assumes users are familiar with Version 3 and Passaic's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

ADVANCED DELIVERABLES:

1. Deliver remote End User training sessions

Passaic DELIVERABLES:

1. Participate in remote End User training sessions

Additional On-Site Testing / Training Sessions

Advanced will provide two additional on-site sessions consisting of two full weeks @ 40 hours per week to assist Passaic with testing activities pertaining to this V4 upgrade.

Phase 4 - Testing and Data Refreshes

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. The Advanced PM will provide Passaic with a generic testing checklist. Modification of the testing checklist to match Passaic's specific business scenarios is Passaic's responsibility.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and Passaic will review and verify the Data Validation Report. Deficiencies found during the testing will be entered into Team Support by Passaic for the correction of configuration, data conversion and/or system deficiencies. Passaic will provide detailed information of issues (e.g. screen prints of data and/or system anomalies, batch numbers, SQL logs etc.) to assist Advanced is troubleshooting issues.

Team Support will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Passaic staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in Team Support so that they will be resolved within a timely manner.

The software testing phase is split into the following three test cycles:

1. Functional Testing

Functional testing will utilize the baseline accounts to confirm data conversion and core business functions are working as expected. Saved searches and filters, bill print(s), notices, standard and custom reports, scheduler will also be tested during this phase. Individual accounts will be reviewed and Passaic will run through a meter to cash process, excluding any interfaces. Functional Testing is modular and does not test the system end-to-end utilizing interfaces. Advanced will be onsite for one week during this testing phase to assist Passaic.

ADVANCED DELIVERABLES:

- 1. Run V3 to V4 Conversion process and deliver Data Validation Report
- 2. Update conversion scripts, if required
- 3. Deliver converted Billing Formulas
- 4. Deliver Bill Prints, Receipts and Notices
- 5. Provide on-going issue resolution
- 6. Time the process to convert and load data

Passaic DELIVERABLES:

- 1. Refresh Version 3 Test Environment from Version 3 Production Environment
- 2. Review and verify Data Validation Report
- 3. Configure filters/saved reporting criteria and hyperlinks
- 4. Execute test scripts, document results and share with AUS
- 5. Log and re-test issues

2. Integrated Testing Cycle (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces, including Infinity.Link V3 and Infinity.Mobile.

ADVANCED DELIVERABLES:

- 1. Deliver Interfaces including interface/repointing of Infinity.Link V3 and Infinity.Mobile to Version 4
- 2. Run V3 to V4 Conversion process and deliver Data Validation Report
- 3. Update conversion scripts, if required
- 4. Provide on-going issue resolution
- 5. Time the process to convert and load data

Passaic DELIVERABLES:

- 1. Refresh Version 3 Test Environment from Version 3 Production Environment
- 2. Review and verify Data Validation Report
- 3. Configure User Security
- 4. Deliver Custom Reports, if applicable
- 5. Execute end to end testing and document results
- 6. Log and re-test issues

3. User Acceptance Testing (UAT)

The final phase of testing is UAT. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Passaic's team will test every billing cycle during this phase to ensure that every account calculates correctly. Passaic will also perform identified processes in parallel in CIS Infinity Version 3 and in CIS Infinity Version 4 and compare the outcomes.

Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No decision and the Go Live date.

ADVANCED DELIVERABLES:

- 1. Run V3 to V4 Conversion process and deliver Data Validation Report
- 2. Update conversion scripts, if required
- 3. Provide on-going issue resolution
- 4. Time the process to convert and load data

Passaic DELIVERABLES:

- 1. Refresh Version 3 Test Environment from Version 3 Production Environment
- 2. Review and verify Data Validation Report
- 3. Execute parallel testing and document results
- 4. Log and re-test issues
- 5. Create cut-over issues list

Phase 5 - Transition to Go Live

Go/No Go Criteria

Passaic will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed Transition to Go Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria is met, Passaic will issue formal authorization to proceed with the Cut-Over Plan to production.

Cut Over Plan

The Advanced and Passaic PM will develop a Cut-Over Plan in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and Passaic to transition CIS Infinity to Passaic production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

Emergency contact information

Detailed steps and timing of when data extract is obtained and data conversion is returned

Ordered steps for ensuring balancing of the system

Post-cut-over checklist

A formal release from Advanced that documents that the system has been handed to Passaic in full

Go Live Data Refresh and Conversion

During this phase no activity will occur on the CIS Infinity Version 3 environment in order to enable a final balance to be obtained. Final data extraction will be delivered to Advanced in an expedient manner. The CIS Infinity Version 3 environment will be read only mode after this point, and no new data is to be entered. Passaic will run Month End/Year end reports from CIS Infinity Version 3 environment and produce balance reports and hold these reports to be used on the Transition Day.

Cut over to Live

At least one complete day is required to transition and typically will occur over a weekend. During this day, inquiry only functionality will be available in Version 3. Once Version 4 is ready for production use, it will be released to the client. During the transition, the Payment functionality on Infinity.Link will be disabled until the production V4 instance is released. Once V4 is in production, Advanced will re-enable the Payment functionality for Infinity.Link.

Passaic will be required to review and approve all balancing reports and formally authorize transition to the Version 4 system. The production system will not be deemed ready to move from V3 to V4 until written authorization is received.

CIS Infinity Live

Advanced will assist Passaic throughout the upgrade period to identify and respond to any needs and concerns. A meeting will be arranged between Passaic's Project Manager and the Advanced Project Manager two weeks post live to discuss any remaining issues and scheduling.

ADVANCED DELIVERABLES:

- 1. Deliver jointly developed Go/No criteria
- 2. Deliver jointly developed Cut Over Plan
- 3. Run V3 to V4 Conversion and deliver Data Validation Report
- 4. Provide onsite Go Live assistance (1 Week)
- 5. Deliver balancing reports

Passaic DELIVERABLES:

- 1. Assist in creating Go/No criteria
- 2. Assist in creating Cut Over Plan
- 3. Provide Go Live V3 data refresh extract
- 4. Review and verify Data Validation Report
- 5. Review and approve balancing reports
- 6. Provide formal authorization of Go Live

Payment Milestones

Milestone Description	Milestone Amount (\$)
Contract Signing	\$46,500
Project Management - Month 1	\$7,750
Project Management – Month 2	\$7,750
Project Management – Month 3	\$7,750
Project Management – Month 4	\$7,750
Project Management – Month 5	\$7,750
Project Management - Month 6	\$7,750
Project Management – Month 7	\$7,750
Project Management – Month 8	\$7,750
Installation of CIS Infinity V4 on Client Server	\$31,000
Delivery of Core Team Training	\$7,750
Delivery of Functional Discovery Workshop	\$15,500
Delivery of Initial Data Conversion	\$31,000
Delivery of Functional Data Conversion	\$31,000
Delivery of End User Training	\$7,750
Delivery of ITC Data Conversion	\$31,000

Delivery of UAT Data Conversion	\$31,000
Cut Over To CIS Infinity V4 Go Live	\$15,500
Total Service Milestones	\$310.000
Estimated Travel Budget	\$20,000
Total Service and Travel	\$330,000

Milestone Description - Infinity.Link V4	Milestone Amount (\$)		
Contract Signing	\$16,800		
Installation to Test	\$16,800		
Delivery of Training	\$7,200		
Installation to Production	\$4,800		
Upon Go-Live	\$2,400		
Total Infinity.Link Services	\$48,000		

Travel billed as incurred. Up to Eight (8) trips estimated at \$2500 per trip.

Travel Related Expenses

The Organization shall reimburse the Consultant all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of \$90.00/hour; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and mileage charges. The AUS PM will track these expenses against the budget above and notify the Passaic PM of actual expenses incurred vs. remaining budget.

The pricing and details contained within this Scope of Work is valid until June 30, 2019

All work undertaken throughout the course of the CIS Infinity Version 4 Upgrade (training, meetings, data refreshes etc.), will take place during the regular work week (Monday to Friday) and regular business hours. A SOW Amendment will be issued to request resources for work to be completed outside of the regular work week, over a holiday or after business hours. An hourly rate of \$380 applies.

The exception to this is the cut-over to Live will happen over a weekend at the regular hourly rate.

22 | Page

Appendix A - Hardware and Software Requirements



23 | Page

Appendix B - Passaic Interfaces

The following interfaces will be converted by Advanced if they exist in the Version 3 production environment on or before the CIS Infinity Version 4 Upgrade Project Kickoff date. Interface functionality to be converted will be consistent with the functionality of the current V3 interface.

Interfaces	Notes (Software; import/export; type etc.) Please fill out the ones that apply to you and identify the vendor/product name					
	Vendor	Import to CIS?	Export from CIS?	Batch/Real Time?		
Meter Reading	Neptune/Equinox	Yes	Yes			
EBP (Third Party Electronic	EBP – Invoice	No	Yes			
Bill Print & Notices)	Cloud Reg BP – PDF to Matrix Notices – PDF to	No No	Yes Yes			
ACH ACH (RPS)	Matrix Invoice Cloud Capital One	Yes (sign- up date)	No	Currently a manual process through a Cash/Adjustment/Deposit Processing Batch. Would like it to be able to be imported with V4.		
Lockbox	Capital One	Yes				
Other Payment Files (List) Cashier – Cash/Checks Cashier – Credit/Debit Customer – Autopay Electronic Payment Processor	AUS Link/Sage Link/IC Link/IC/Sage	Yes Yes		Yes Yes Yes		
(Credit/Debit/eCheck)	IVR/Sage	Yes		Yes		
IVR General Ledger	HTE/Sungard		Yes			
Accounts Payable	HTE/Sungard		Yes			
Work Orders	HTE/Sungard	No	Yes	2 x per day		
Other? Unique functionality/modifications Other? Unique functionality/modifications	HTE GL Export Invoice Cloud File Export HTE/Sungard work order export		Yes Yes Yes			

Appendix C - Custom & Standard Reports

The following is a list of Custom & Standard Reports which are included in this scope:

Custom & Standard Reports created by Advanced:

Name	Report#	Header	Menu	Туре
PVWC - Bill Accounts (fire/water)	A1264	A1257	Bill Batch Archive	Custom
PVWC - Consumption By Month	R1180	R1180	Block Summary	Custom
PVWC - NA and LO Consumption	R1203	A1203	Block Summary	Custom
Customer and Link Email Addresses	R1347	Customer and Link Email Addresses (Active Accounts	Customer Account Reports	Custom
PVWC - Accounts With Multiple Meters and Remark	R1198	A1198	Customer Account Reports	Custom
PVWC - Billed Amount	R1184	A1184	Customer Account Reports	Custom
PVWC - Paterson Cross w Meter Size	A1427	Paterson Consumption Cross Tab	Customer Account Reports	Custom
PVWC - Re-Read Report	R1215	Service Order Pending	Customer Account Reports	Custom
PVWC - Sewer Number Units	R1189	A1189	Customer Account Reports	Custom
KM - Service Order Completed New	A1372	Service Order Completed	Service Order Reports	Custom
PVWC - Paterson crosstab	A1304	Paterson Consumption Cross Tab	Customer Account Reports	Custom
PVWC - Paterson Crosstab 99 30	A1304	Paterson Consumption Cross Tab	Customer Account Reports	Custom
PVWC - Clifton crosstab	A1446	Paterson Consumption Cross Tab	Customer Account Reports	Custom
PVWC - Clifton Crosstab 99	A1446	Paterson Consumption Cross Tab	Customer Account Reports	Custom
PVWC - Consumption By Month	R1180	R1180	Błock Summary	Custom
Customer Transaction	A49	Customer Transaction	Customer Account Reports	Custom
PVWC - Consumption	R1191	A1191	Customer Account Reports	Custom
PVWC - Bill Accounts (fire/water)	A1264	A1257	Bill Batch Archive Reports	Custom
Single AR Summary	A17	Single AR Summary	Customer Account Reports	Standard
GL Element Monthly Summary	A12	GL Element Monthly Summary	GL Reports	Standard

Custom Reports created by Passaic:

KM_mailing add vs. svc add	R1365	N/A	Addresses	Custom
KM_Bill Accounts	R1325	A1257	Bill Batch Archive	Custom
KM_billed accounts w/ mtr bill code	R1374	A1257	Bill Batch Archive	Custom
KM_Contact Log	R1323	Contact Log	Contact Management	Custom
KM_consumption	R1375	A1191	Customer Account Reports	Custom
KM_Consumption_for BF & PP	R1313	A269	Customer Account Reports	Custom
KM_customer listing with move out date	R1411	Customer Listing	Customer Account Reports	Custom
KM_customer listing_by account type	R1367	Customer Listing	Customer Account Reports	Custom
KM_customer listing_fireline bill code	R1368	Customer Listing	Customer Account Reports	Custom
KM_Meter Bill Code_Totals	R1353	R1353	Customer Account Reports	Custom
KM_meter notes	R1404	R1404	Customer Account Reports	Custom
KM_service address w/ meter install date	R1423	A1186	Customer Account Reports	Custom
KM_total cons by acct type	R1297	N/A	Customer Account Reports	Custom
PVWC - Account & Mailing address	R1224	A1222	Customer Account Reports	Custom
PVWC - Account Consumption History	R269	A269	Customer Account Reports	Custom
PVWC - ALL meter with acct info	R1223	A1222	 Customer Account Reports	Custom

PASSAIC VALLEY WATER COMMISSION

AMENDMENT TO THE SUPPORT AND MAINTENANCE AGREEMENT WITH HARRIS ADVANCED SYSTEMS

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Advanced Utility Systems-Proprietary License (Version 4 Upgrade)

Amount of Project or Contract: \$378,000.00

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

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

Other comments: One Time Purchase

Date of Certification: 06/20/2019 Certified: \$378,000.00

Vitzchak Weiss Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 19-42
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #M0483-16-r-24098 89967
PROCUREMENT OF NETWORK SWITCHES AND CABLES

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, PVWC requires the procurement of network switches and cables to greatly improve the performance of PVWC's existing Infinity and Naviline computer programs; and

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

WHEREAS, PVWC has elected to procure the these network switches and cables in the total amount of \$46,537.69 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-16-r-24098 89967 (herein the "State Contract"), and a copy of a memorandum dated June 20, 2019 from PVWC's Director of Purchasing, along with other relevant information, is attached hereto and made a part hereof as Exhibit A; and

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

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

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

certificate is attached hereto and made a part hereof in abovereferenced Exhibit A;

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

- That the purchase of the above-referenced replacement servers under the State Contract is hereby awarded to the Awardee in the total amount of \$46,537.69; and
- 2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	_X			
VANNOY, R.	_X			
LEVINE, J.	_X			
KOLODZIEJ, J.	_X			
VAN RENSALIER, R.	_X			
RODRIGUEZ, I.	_X			
SANCHEZ, R.	_X			

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

PROCUREMENT OF COMPUTERS AND MONITORS

PVWC'S PURCHASING DEPARTMENT MEMORANDUM DATED JUNE 20, 2019 PVWC's FINANCIAL CERTIFICATION SHEET AND OTHER RELEVANT INFORMATION

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: June 20, 2019

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE:

State Contract Purchase - Contract # M0483 16-r-24098 89967

Dell Switches & Cables

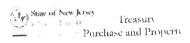
The Commercial Department is requesting to Purchase Dell Switches and Cables to greatly improve the performance of our CIS Infinity & Naviline.

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of \$46,537.69. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

Gregg B. Lucianin Buyer

cc: L. Amodio J. Duprey



Governor Phil Murphy • Lt. Governor Shelia Oliver
Search All of NJ

N) Home | Services A to Z | Departments/Agencies | FAQI

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

	Title	Vendor	Contract #
T-Number M0483_16-r-	NASPO VALUEPOINT COMPUTER	DELL MARKETING	89967
24098 M0003 16-r-	SOFTWARE LICENSE & RELATED SER	DELL MARKETING	89850
24052			To

Contact Us Privacy Notice (Logal Statement) Accoust 5:4y Statement



Purchase & Froperty: Home I News | Oriestions | Frequently Asked Questions | Contact DPP Treasury: Home I Services | Freque | Businesset | Occapitations/Agencies | Forms | Contact Us Statewide: N Home | Services A U. 2 | Department/Agencies | From | Contact Us Copyright @ State of New Jersey, 1996-2007 This site in maintained by the Division of Revenine and Enformse Services.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Leslie Rodriguez

Shipping Group

Shipping To

Shipping Method Standard Delivery

ACCOUNTS PAYABLE PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 803-0563

Product		Unit Price	Qty	Subtotal
	Dell Networking S4148 - w/40GbE .5M Twinax cable	\$8,905.55	1	\$8,905.55
	PowerSwitch S4128-ON -w/40GbE .5M Twinax cable	\$6,718.06	2	\$13,436.12
	Dell Networking S4148 - Spares- no optics, cables or deployment	\$8,065.34	3	\$24,196.02

Taxable Amount: \$0.0

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

Shipping Group Details

Shipping To ACCOUNTS PAYABLE PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 803-0563 Shipping Method Standard Delivery

			Qty	Subtotal \$8,905,55
Dell Networking S4148 - w/40GbE .5M Twinax cable Estimated delivery if purchased today: Jun. 25, 2019 Contract # WN23AGW Customer Agreement # MNWNC108\19TELE00656		\$8,905.55	1	\$6,863.33
Description	SKU	Unit Price	Qty	Subtotal
Dell EMC Switch S4148T-ON, 1U, 48 x 10Gbase-T, 4 x QSFP28, 2 x QSFP+, IO to PSU, 2 PSU, OS10	210-ALSN	Ē	1	
OS10 Enterprise S4148T-ON	619-AMJM	*	1	
US Order	332-1286	#	1	*
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	79	1	2
Dell Hardware Limited Warranty 1 Year	815-1401	*)	1	
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	815-1465	2	1	*
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	815-1467	#:	Ä	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	815-1511	20	1	
Dell Limited Hardware Warranty Extended Year(s)	975-3461	**	1	
Thank you choosing Deli ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355	989-3439	*	1	3
nfo 3rd Party Software Warranty provided by Vendor	997-6306	÷	1	
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	*:	1	×
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	×	1	8
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	52
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	8	1	-
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper	470-AAIB	2	1	
Direct Attach Cable, 0.5 m PowerSwitch S4128-ON -w/40GbE .5M Twinax cable Estimated delivery if purchased today:		\$6,718.06	Qty 2	Subtotal \$13,436.12
Jun. 19, 2019 Contract # WN23AGW Customer Agreement # MNWNC108\19TELE00656				
Description	SKU	Unit Price	Qty	Subtotal
Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, IO to PSU, 2 PSU, OS10	210-ALTD	*	2	(a)
OS10 Enterprise S4128T-ON	619-AMJB	3	2	3 6 C

Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnatives ProSupport:Next Business Day Onsite Service After Problem Diagnatives ProSupport:Next Business Day Onsite Service After Problem Diagnatives 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Year Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	osis, 815-1467		3 3 3 3 3 3 3 3 Subtotal: Shipping: nated Tax:	\$46,537.6 \$0.0 \$0.0
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnativear ProSupport:Next Business Day Onsite Service After Problem Diagnativear ProSupport:Next Business Day Onsite Service After Problem Diagnativear 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Year Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Delt ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	815-1401 nosis, 815-1465 nosis, 815-1467 ars 815-1511 975-3461 989-3439 997-6306 900-9997 450-AAFH		3 3 3 3 3 3 3 3	
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsile Service After Problem Diagnatives ProSupport:Next Business Day Onsile Service After Problem Diagnatives 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Year Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Delt ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 Info 3rd Party Software Warranty provided by Vendor On-Site Installation Declined	815-1401 oosis, 815-1465 oosis, 815-1467 ars 815-1511 975-3461 989-3439 997-6306 900-9997	* * * * * * * * * * * * * * * * * * *	3 3 3 3 3 3 3 3	
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagnot Year ProSupport:Next Business Day Onsite Service After Problem Diagnot Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800-945-3355	815-1401 nosis, 815-1465 nosis, 815-1467 ars 815-1511 975-3461 989-3439 997-6306	* * * * * * * * * * * * * * * * * * *	3 3 3 3 3 3 3	
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Yea Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Delt ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	815-1401 nosis, 815-1465 nosis, 815-1467 ars 815-1511 975-3461 989-3439	* * * * * * * * * * * * * * * * * * * *	3 3 3 3 3 3	
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsile Service After Problem Diagn 1 Year ProSupport:Next Business Day Onsile Service After Problem Diagn 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Yea Dell Limited Hardware Warranty Extended Year(s)	815-1401 nosis, 815-1465 nosis, 815-1467 ars 815-1511 975-3461	* * * * * * * * * * * * * * * * * * *	3 3 3 3	8 8 2 7
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn 2 Years Extended ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Yea	815-1401 nosis, 815-1465 nosis, 815-1467 ars 815-1511	***************************************	3 3 3	3
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn I Year ProSupport:Next Business Day Onsite Service After Problem Diagn 2 Years Extended	815-1401 osis, 815-1465 osis, 815-1467	** ** *	3 3 3	
Dell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn Year ProSupport:Next Business Day Onsite Service After Problem Diagn	815-1401 losis, 815-1465	100 100 100 100 100 100 100 100 100 100	3	
oell Hardware Limited Warranty 1 Year ProSupport:Next Business Day Onsite Service After Problem Diagn	815-1401	190 120 121	3	
Dell Hardware Limited Warranty 1 Year	815-1401	1.00		
	343-BBGC	100		
Dell EMC Networking S4100-ON Americas User Guide				
JS Order	332-1286	100	3	
S10 Enterprise S4148T-ON	619-AMJM	**	3	
ell EMC Switch S4148T-ON, 1U, 48 x 10Gbase-T, 4 x QSFP28, 2 : SFP+, IO to PSU, 2 PSU, OS10		(*)	3	
ontract # WN23AGW ustomer Agreement # MNWNC108\19TELE00656 escription	sku	Unit Price	Qty	Subtota
ell Networking S4148 - Spares- no optics, cables or deploymer stimated delivery if purchased today: in. 25, 2019	nt.	V- ,		
ell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper rect Attach Cable, 0,5 m	470-AAIB	\$8,065.34	Qty 3	Subtotal \$24,196.02
ower Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		8	2	
ower Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	*	2	:=
Deploy Dell Networking S Series 4XXX Switch - Deployment	450-AAFH	8	2	=
Deploy Dell Networking S Series 4XXX Switch - Deployment rification	804-2146 821-5785	*	2	
o 3rd Party Software Warranty provided by Vendor		*:	2	5
ank you choosing Dell ProSupport. For tech support, visit ww.dell.com/support or call 1-800- 945-3355	989-3439 997-6306	1	2	2
Il Limited Hardware Warranty Extended Year(s)		380	2	
Support:7x24 HW/SW Technical Support and Assistance, 3 Years	975-3461		2	P.
Support:Next Business Day Onsile Service After Problem Diagnos ears Extended			2	
Support:Next Business Day Onsile Service After Problem Diagnos ear		-	2	
Hardware Limited Warranty 1 Year	814-1524			
EMC Networking S4100-ON Americas User Guide	343-BBGC	8	2	5/
Order	332-1286		2	

Important Notes

Terms of Sale

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

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

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

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/msa.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at https://www.secureworks.com/eula/eula-us.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

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

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

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

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com,

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: State Contract Purchase M0483 16-r-24098

Dell Marketing, L.P. 89967

Amount of Project or Contract: \$46,537.69

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

Specific Appropriation to which expenditures will be charged: Budget 2019

Other comments: Single Purchase: July 2019

Power Switch's, Cables & Equipment

Date of Certification: 06/27/2019 Certified: \$46,537.69

Yitzchak Weiss

Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 19-43
PASSAIC VALLEY WATER COMMISSION
JULY 17, 2019

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PHASE "B" UTILITY AGREEMENT WITH NJDOT FOR ROUTE 3 ROUTE 46 VALLEY ROAD & NOTCH/RIFLE CAMP ROAD INTERCHANGE-LITTLE FALLS TOWNSHIP, BOROUGH OF WOODLAND PARK, AND THE CITY OF CLIFTON, PASSAIC COUNTY, NEW JERSEY (UECA—4-46/3 Valley Road-950189)

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

Introduced by Commissioner: RODRIGUEZ

Seconded by Commissioner: FRIEND

WHEREAS, Passaic Valley Water Commission ("PVWC") previously approved a utility agreement with the Commissioner of Transportation, acting for and in the name of the State of New Jersey (the "State") for Phase "A" of the above-referenced project (the "Project") issued by NJDOT on October 28, 2002, and

WHEREAS, the Passaic Valley Water Commission (the "PVWC" and/or "Utility") owns and operates an existing water system in the area of the Project; and

WHEREAS, Phase "B" of this Project requires the construction of new, and/or protection, and/or relocation, and/or adjustment, of facilities that are owned and operated by PVWC; and

WHEREAS, the State will, at its sole cost and expense, contract for and cause to be constructed, all items in the State's contract plans and specifications for the Project related to existing and proposed facilities owned and operated by PVWC; and

WHEREAS, the State will authorize and reimburse PVWC for its actual costs incurred for verification, design, review, approval and inspection of the Work associated with existing facilities owned and operated by PVWC; and

WHEREAS, PVWC is desirous of entering into Phase "B" of the Project allowing for the protection, relocation or adjustment of its water system in the Project area and the reimbursement by the State for the expenses incurred by PVWC in connection with such protection, relocation or adjustment; and

WHEREAS, the State has issued a Utility Owner Design Authorization Checklist for Phase "B" of the Project (the "Phase "B" Utility Agreement"), and a copy of the State's correspondence dated May 30, 2018, along with a copy of the Phase "B" Utility Agreement (both of which are attached to a copy of the Director of Engineering's memorandum dated June 26, 2019 referenced below), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Phase "B" Utility Agreement incorporates the Buy American Modification previously issued by NJDOT on June 9, 2015 and approved by PVWC, and also includes provisions of 2 C.F.R. 200 and 2 C.F.R., Appendix II which, as of July 1, 2017, are mandated to be part of any procurement based on Federal financial assistance, and which provisions also require other federal regulations to be followed and adhered to in construction projects using federal financial assistance; and

WHEREAS, PVWC's Executive Director, Director of Engineering, (and PVWC's General Counsel as to form and legality), have reviewed the Phase "B" Utility Agreement and recommend acceptance and approval of same;

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

- 1. PVWC hereby authorizes and approves the Phase "B" Utility Agreement and an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the attached, 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
- 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 Phase "B" Utility Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water

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

PVWC MEMORANDUM DATED JUNE 26, 2019

THE STATE'S CORRESPONDENCE DATED MAY 30, 2018 AND THE PHASE "B" UTILITY AGREEMENT

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION INTER-OFFICE MEMORANDUM

Date:

June 26, 2019

To:

Hon. Commissioners

From:

J. Duprey

C:

J. Bella G. Hanley L. Amodio

Re:

Phase "B" Utility Agreement with NJDOT for Route 3 Route 46 Valley Road & Notch/Rifle Camp Road Interchange-Little Falls Township, Borough of Woodland Park, and the City of Clifton, Passaic County, New Jersey (UECA—4-46/3 Valley Road-950189)

Passaic Valley Water Commission ("PVWC") previously approved a utility agreement with the Commissioner of Transportation, acting for and in the name of the State of New Jersey (the "State") for Phase "A" of the above-referenced project (the "Project") issued by NJDOT on October 28, 2002.

The Passaic Valley Water Commission (the "PVWC" and/or "Utility") owns and operates an existing water system in the area of the Project. Phase "B" of this this Project requires the construction of new, and/or protection, and/or relocation, and/or adjustment, of facilities that are owned and operated by PVWC.

The State will, at its sole cost and expense, contract for and cause to be constructed, all items in the State's contract plans and specifications for the Project related to existing and proposed facilities owned and operated by PVWC.

The State will authorize and reimburse PVWC for its actual costs incurred for verification, design, review, approval and inspection of the Work associated with existing facilities owned and operated by PVWC.

The State has issued a Utility Owner Design Authorization Checklist for Phase "B" of the Project (the "Phase "B" Utility Agreement"), and a copy of the State's correspondence dated May 30, 2018, along with a copy of the Phase "B" Utility Agreement is attached hereto.

The Phase "B" Utility Agreement incorporates the Buy American Modification previously issued by NJDOT on June 9, 2015 and approved by PVWC, and also includes provisions of 2 C.F.R. 200 and 2 C.F.R (Appendix II) which, as of July 1, 2017, are mandated to be part of any procurement based on Federal financial assistance, and which provisions also require other federal regulations to be followed and adhered to in construction projects using federal financial assistance. The Engineering Department has reviewed the PHASE "B" Utility Agreement and finds it to be acceptable.

It is recommended that, subject to review and approval of the Law Department, PVWC enter into Phase "B" of NJDOT's Project and execute the Phase "B" Utility Agreement with the State which will allow for the protection, relocation or adjustment of PVWC's water system in the Project area and the reimbursement by the State for the expenses incurred by PVWC in connection with such protection, relocation or adjustment.

RESOLUTION: 19-44

PASSAIC VALLEY WATER COMMISSION RESOLUTION AUTHORIZING A WATER SUPPLY

AGREEMENT FOR WATER SUPPLY TO THE VILLAGE OF RIDGEWOOD

JULY 17, 2019

Approved as to form and legality by the Law Department on the basis of facts and circumstances set forth by the Executive Director and Director of

Engineering, and Purchasing and Finance Departments as applicable.

Introduced by Commissioner: RODRIGUEZ

Seconded by Commissioner: FRIEND

WHEREAS, the Village of Ridgewood (also referred to herein as the

"Village") has supplied and continues to supply Village and surrounding

communities with water to the date of the Agreement referenced below; and

WHEREAS, Passaic Valley Water Commission ("PVWC") and the Village

are desirous of establishing a water supply relationship wherein PVWC will

supply water to the Village for resale to its customers; and

WHEREAS, PVWC and the Village have agreed to enter into an

Agreement authorized under the Uniform Shared Services and Consolidation

Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act")

N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the sale of water to

the Village; and

WHEREAS, a copy of the form of agreement between PVWC and the

Village (the "Agreement"), along with a copy of PVWC's memorandum dated

July 3, 2019, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the

Local Public Contracts Law for contracts entered into with the United States of

America, the State of New Jersey, County, or municipality, or any board, body,

office, agency, or authority thereof, and PVWC and the Village are such

entities; and

WHEREAS, the term of the Agreement shall be for a period of fifteen

(15) years from the said date the Agreement is fully executed; and

WHEREAS, it is in the best interests of PVWC, its users and constituent

municipalities for PVWC to enter into the Agreement;

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

- 1. That the Commission hereby authorizes and approves the Agreement between PVWC and the Village of Ridgewood.
- 2. That appropriate officers and officials of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	X			, iboliti
VANNOY, R.	<u> </u>			
LEVINE, J.	-\$- -			
KOLODZIEJ, J.	_X			
VAN RENSALIER, R.	_X_		\	
RODRIGUEZ, I.	X			
SANCHEZ, R.	-X-			
OARTONIEZ, ICI			-	

Adopted at a meeting of Passaic Valley, Water Commission.

President RIGO SANCHEZ

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

Com

Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

PVWC'S MEMORANDUM DATED JULY 3, 2019

AGREEMENT FOR WATER SUPPLY TO THE VILLAGE OF RIDGEWOOD

EXHIBIT A

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

Date:

July 3, 2019

To:

Hon. Commissioners

From: J. Bella

J. Duprey

cc:

L. Amodio

G. Hanley

Re:

Village of Ridgewood-Water Supply Agreement

Enclosed for your consideration is a copy of the resolution and form of water supply agreement with the Village of Ridgewood (the "Village").

The Agreement sets forth the water supply committed totals, and adjusts the annual minimum purchase requirement to maintain appropriate ratios between the said annual minimum purchase requirement and the said water supply committed totals, and a copy of the agreement between PVWC and the Village (the "Agreement") is attached hereto as Exhibit A.

The water service to be provided is set forth in Table A of Section 201 of Article II (Page A-3) of the Agreement, which stipulates the Annual Minimum Purchase Requirement (the "minimum take-or-pay" amount), the Maximum Annual Purchase Volume, the Maximum Monthly Volume, the Maximum Daily Volume, and the Maximum Instantaneous rate.

Based on PVWC's year 2019 wholesale rate of \$2,767.29 per million gallons, and the Annual Minimum Purchase Requirement of 300 MGY over the 15-year duration of the Agreement, the total equates to approximately \$12,453,000 (\$830,200 per year x 15 years).

PASSAIC VALLEY WATER COMMISSION AND VILLAGE OF RIDGEWOOD

WATER SUPPLY AGREEMENT

WATER SUPPLY AGREEMENT, made this ______ day of _____, 20___, between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 (the "Act"), and having its principal office at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Village of Ridgewood, a Municipal Corporation of the State of New Jersey, with its principal office at 131 North Maple Avenue, Ridgewood, New Jersey 07450, hereinafter referred to as "Village", (Commission and Village are also individually referred to herein as "Party" and collectively as "Parties"):

WITNESSETH

 $\mbox{\sc WHEREAS,}$ the Commission owns and operates a public water supply and distribution system; and

WHEREAS, the Village has supplied and continues to supply Village and surrounding communities with water to the date of this Agreement, and both Parties are desirous of establishing a water supply relationship wherein the Commission will supply water to the Village for resale to its customers;

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

ARTICLE I DEFINITIONS

SECTION 101. Definitions.

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

- "Agreement" shall mean the agreement for this water sales contract by and between the Village and the Commission and any and all modifications, alterations, amendments and supplements thereto, which may be made by mutual agreement of the Parties.
- "Annual Minimum Purchase Requirement" means the minimum total volume of water expressed in million gallons per year, which will be purchased by the Village from the Commission during the "Service Year".
- "Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies due resolution, whichever is later.
- "Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of either Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:
 - an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of terrorism, acts of any public enemy, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasipublic or private entity not created or initiated by either Party; or

- a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body with appropriate jurisdiction, impeding the terms and conditions of the Agreement, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing conditions shall in no case constitute an "Event of Force Majeure".
- "GPM" is the abbreviation for "gallons per minute"
- "Maximum Annual Purchase Volume" means the maximum total volume of water in million gallons per year which can be purchased by the Village from the Commission during the "Service Year."
- "Maximum Daily Volume" means the maximum total volume of water in million gallons per day which can be purchased by the Village from the Commission on any given day during the "Service Year."
- "Maximum Instantaneous Rate" means the maximum rate of water in gallons per minute that can be drafted by the Village at any time during the "Service Year."
- "Maximum Monthly Volume" means the maximum total volume of water in million gallons per month which can be purchased by the Village from the Commission during the "Service Year."
- "MGD" is the abbreviation for "million gallons of water per day"
- "MGM" is the abbreviation for "million gallons of water per month"
- "MGY" is the abbreviation for "million gallons of water per year"
- "Peak Daily Demand" means the average daily demand as recorded in the peak month during the "Service Year",
- "Service Year" shall mean the period commencing on the Effective Date of this Agreement of each calendar year and terminating at the beginning of the succeeding calendar year.
- "Term of the Agreement" (also referred to herein as "Term") shall be as set forth in Article 2.01 herein.
- "Village's Water Consumption" shall mean the volume of water used by the Village as identified by the Commission.
- "Village's Water Customers" shall mean owners of property that, are connected to the Village's water distribution system and have the right to connect into the Village's water distribution system.
- "Village's Water System" shall mean the Village's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Village in connection with the supply, transmission and/or distribution of water to users of the Village's water distribution system located in the geographical boundaries of the Village, the Township of Wyckoff, the Village of Glen Rock and the Village of Midland Park.

SECTION 102. Miscellaneous.

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

ARTICLE II WATER SUPPLY

SECTION 201. Water Service to be Provided.

- Unless terminated pursuant to Article VII, the Commission agrees to supply Village, and Village agrees to purchase water from Commission, commencing upon the Effective Date of the Agreement and continuing for a period of fifteen (15) years, with provision for renewal for an additional period as set forth in Section 2.08, commencing upon the Effective Date of the Agreement.
- Village guarantees the purchase of water during each Service Year in the aggregate of the Annual Minimum Purchase Requirement as set forth in Table A below. After each Service Year, Commission will determine whether Village satisfied the Annual Minimum Purchase Requirement and, in the event that the Annual Minimum Purchase Requirement is not satisfied, the Commission shall invoice and/or deduct appropriate credits (as applicable) from the Village for the difference between the Annual Minimum Purchase Requirement and the amount actually purchased, except to the extent, if any, that the Commission's available total annual supply to the Village is reduced by the Commission, in the same year that the Annual Minimum Annual Purchase Requirement is assessed, to below that of the stipulated Annual Minimum Purchase Requirement, due to said total annual supply being unavailable from the Commission for purchase by the Village due to the Commission having to meet its obligation to meet the needs of the Commission's Owner Cities.
- 3. The water to be delivered by Commission will be furnished from supplies as Commission may now or hereafter use for the general supply to its customers. Anything in this Agreement to the contrary notwithstanding, Commission shall be required to supply water only in the excess of the water needed to supply the requirements of its owner cities of Paterson, Clifton, and Passaic.

TABL	_E A
Annual Minimum Purchase Requirement	300 MGY (0.822 MGD Average)
Maximum Annual Purchase Volume	700 MGY (1.918 MGD Average)
Maximum Monthly Volume	85 MGM (2.742 MGD Average)
Maximum Daily Volume	3.00 MGD
Maximum Instantaneous Rate	2,300 GPM

In conformance with State of New Jersey established guidelines for the supply of potable water, the Village agrees to a limit on the purchase of potable water from the Commission during each Service Year of the Maximum Annual Purchase Volume and of the Maximum Monthly Volume, each as set forth in Table A above. Notwithstanding the aforementioned, the Village shall not draft potable water at a rate of more than the Maximum Daily Volume set forth in Table A above in any given day, nor at an instantaneous rate of more than the Maximum Instantaneous Rate set forth in Table A above, except during Emergency Situations which shall include, but shall not be limited to, a fire, a break in a water main, a break in a storage tank, contamination issue, or any other similar event, occurrence or situation which prevents the Village from taking water from the Commission, provided that the Village notifies the Commission immediately of any such

Emergency Situation and terminates such supplemental supply upon the abatement of such Emergency Situation or when the Village's other water supply facilities are out of service for maintenance purposes. The Village shall notify the Commission in advance of any planned outage of water supply facilities. The Village will use its best efforts to end an Emergency Situation as expeditiously as possible. Moreover, the Maximum Instantaneous Rate set forth herein may be increased on the request by Village and consent thereafter by Commission.

- If requested by the Village, the Commission agrees to periodically review the water volume limitations listed in Table A and, if appropriate and accepted by both parties, will revise the purchase quantities through an Amendment to this Agreement.
- The Parties understand that the Village will need to construct certain facilities to 6. allow water to be transmitted from Commission facilities to the Village's Water System. These facilities will be evaluated in a Water Quality Study undertaken by the Village and may include pipelines, valves, metering facilities and corrosion control treatment facilities. The Village will be responsible for the design, permitting, construction, ownership and operation of these facilities with the exception of the corrosion control treatment equipment to be located at the Village's Southside Tank and metering equipment used to record the volumes of water purchased by the Village. The corrosion control treatment equipment and metering equipment will be provided by the Commission at its cost and expense in suitable locations (e.g., structures or vaults) provided by the Village at its cost and expense. The sale and purchase of the volumes of water contemplated in this Section will begin when the facilities are complete and operational. The Annual Minimum Purchase Requirement will be prorated for the initial calendar year in which service begins to reflect the number of days remaining in the year from the day on which service begins. The Parties will cooperate in good faith to complete the Water Quality Study and to provide the necessary interconnection facilities. Unless extended by mutual written agreement of the Parties, this Agreement shall become null and void if the facilities are not operational and providing service to the Village within two (2) years of the Effective Date.

SECTION 202. Water Quality.

The water to be furnished hereunder shall be potable water which meets the statutory and/or regulatory standards promulgated by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency, or any successor regulatory governmental agency or department. The water supplied to Village will be delivered from Commission's filtration plant located in Totowa, New Jersey, or from such other sources or combination of sources as may be available to Commission.

SECTION 203. Terms of Payment.

Village hereby agrees to pay the charge for water delivered by Commission which shall be at the same bulk or wholesale rate which other bulk or wholesale customers of Commission pay. Village shall also pay all power charges incurred to pump water above Commission's normal gradient, which gradient is the normal discharge gradient of the main system at the Little Falls Plant. All bills shall be rendered monthly in arrears by Commission and shall be payable by Village within sixty (60) days from the date the bill is rendered. In the event the Village fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.

SECTION 204. Changes in Rates.

In the event that the bulk or wholesale rate charges by Commission to other purveyors is raised or lowered during the Term of the Agreement or any renewal period thereof, Commission agrees to sell and Village agrees to buy and pay for water delivered at such new rate from the date any such change in rate shall become effective.

SECTION 205. <u>Interruptions in Service, Event of Force Majeure</u>.

The Commission agrees to exercise due care and take all reasonable and necessary steps to insure a continuous supply of water as provided herein. In the event that it becomes necessary for the Commission to temporarily discontinue service or to reduce water pressure in Commission mains because of an Event of Force Majeure as set forth in Article VI, or for the purpose of making necessary repairs, it is specifically agreed Village or its customers shall not have any claim or demand against Commission because of such temporary discontinuances of supply or reductions of pressure.

SECTION 206. Pressure Limitations, Construction of Pump Station and Pipelines.

- 1. Commission shall not be obligated to furnish water pressure at its point of delivery to Village in excess of the water pressure carried in Commission's supply mains. Should it become necessary because of the elevation of the areas to be supplied, or because of the hydraulic factors in the system of the Village, or for any other reasons, to deliver water under a higher pressure than exists in Commission's supply mains, then and in that event, it shall be the sole obligation of the Village to provide any additional pressure which may be required.
- Any water supply facilities constructed by Commission or its agents at the sole
 expense of the Commission shall at all times be and remain the property of the
 Commission. All facilities constructed by Village or its agents shall at all times be
 and remain the property of Village.

SECTION 207. Meter Testing.

Commission shall, if requested by the Village, provide Village with copies of certified reports of test(s) on the accuracy of meter(s) if the meters have not been replaced in accordance with the Commission's 5-year replacement policy. Village reserves the right to perform its own readings and tests on the accuracy of meter(s) at any time.

SECTION 208. Renewal of Agreement.

Unless terminated pursuant to Article VII, this Agreement shall be renewed automatically for additional term of ten (10) years, unless Village serves a written notice of termination upon the Commission not less than one (1) year before the expiration date of the initial term or any additional term of this Agreement.

ARTICLE III AFFIRMATIVE ACTION REQUIREMENTS

SECTION 301. Affirmative Action.

During the performance of this contract, the Parties agree as follows:

- a) The Parties 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 Parties 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 Parties agree 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 Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, 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 Parties 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 Party's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Parties agree 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 Parties agree 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 Parties agree 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) Each Party 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 Parties agree 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 Parties 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 Parties shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

SECTION 302. Incorporation of Legal Requirements.

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

ARTICLE IV INSURANCE AND BONDING REQUIREMENTS

SECTION 401. Comprehensive General Liability Insurance.

During the Term of this Agreement, each Party, at its own cost and expense, shall provide and maintain Comprehensive General Liability Insurance on an occurrence basis, as will protect each other and their employees, subcontractors, agents and the said Parties from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Parties or any subcontractor or agent or anyone directly or indirectly employed by the Party or its respective subcontractors. The policy limits for such insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. The Parties shall be included as additional named insured. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this section through commercially available insurance or through self-insurance or joint insurance pools.

SECTION 402. Automobile Liability Insurance.

During the Term of the Agreement, each Party, at its own cost and expense, shall procure and maintain Automobile Liability Insurance to cover each automobile, truck, vehicle, or other equipment owned or used by that Party in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall be included as additional named insureds. The parties may provide for the coverage

required in this Section through commercially available or through self-insurance or joint insurance pools.

SECTION 403. Worker's Compensation Insurance.

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

SECTION 404. Right to Subrogation.

Each insurance policy required set forth in this Article IV shall provide that neither of the Parties, nor its insurer, shall have any rights to subrogation against the other.

ARTICLE V DEFAULT AND REMEDIES

SECTION 501. Default by Either Party.

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than sixty (60) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Village to make payments to the Commission within sixty (60) days after receipt of the invoice.

SECTION 502. Remedies.

In the event of a Default, the non-defaulting Party shall have the right, unless otherwise provided in this Agreement, to (i) terminate the Agreement, following written notice giving the defaulting Party ten (10) days to cure the material breech, and the defaulting Party fails to do so; (ii) seek remedy in law or equity in a court of competent jurisdiction (including the right to seek reimbursement of reasonable attorney fees); (iii) withhold any payment due as offset; and (iv) undertake any combination of the above.

SECTION 503. Obligation to Perform.

Notwithstanding termination pursuant to Article VII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination.

SECTION 504. Non-Waiver.

- 1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its rights at a later time to enforce same. No waiver by either Party of any condition, or breech of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breech of any other provision, term, covenant or representation of this Agreement. The terms of this Agreement may only be waived expressly in writing by the Party making the waiver. No waiver will be implied, and no express waiver will be extended by implication.
- 2. Any payments made, or credits applied by the Commission to reduce the Village's monthly water consumption invoicing by the Commission under the terms of this Agreement, shall not be deemed a waiver of the Commission's rights to seek damages in the event of a Default by the Village with respect to the Village's performance obligations pursuant to this Agreement.

ARTICLE VI EVENT OF FORCE MAJEURE

SECTION 601. Event of Force Majeure.

1. If by reason of any Event of Force Majeure, either Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a

reasonable time after occurrence of the event of cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to remove or overcome such Event of Force Majeure with all reasonable dispatch.

2. An Event of Force Majeure during which the initiation of the performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Village's management or control of their water supply system would justify termination of the Agreement.

ARTICLE VII TERMINATION

SECTION 701. Termination.

Either Party shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article V.

ARTICLE VIII INDEMNIFICATION

SECTION 801. Indemnification.

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

ARTICLE IX ASSIGNMENT AND DELEGATION

Section 901. Assignment and Delegation.

Each Party shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the other Party which shall not be unreasonably withheld.

ARTICLE X MISCELLANEOUS

SECTION 1001. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with laws of the State of New Jersey. Subject to the provisions of Section 1002, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

SECTION 1002. Arbitration.

1. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit the said claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Passaic, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association.

2. Notwithstanding the foregoing paragraph, the Parties agree that any breech of this Agreement constitutes irreparable injury for which damages are not an adequate remedy, and they consent to the enforcement of this Agreement by preliminary injunctive relief pending a final award in any arbitration proceeding.

SECTION 1003. Licenses, Permits and Approvals.

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

Section 1004. Authority to Enter Into Agreement.

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

SECTION 1005. Merger Clause.

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

SECTION 1006. Binding Agreement.

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

SECTION 1007. Modifications.

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

SECTION 1008. Severability.

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

SECTION 1009. Availability of Funds.

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

SECTION 1010. Notices.

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

SECTION 1011. Filing of Agreement with the Division of Local Governmental Services.

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

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

WITNESS;	VILLAGE OF RIDGEWOOD		
Ву: _	HEATHER A. MAILANDER Village Manager/Village Clerk	By:RAMON M. HACHE, SR. Mayor	
WITNESS;	P.#	SSAIC VALLEY WATER COMMISSION	
Ву:	LOUIS AMODIO Administrative Secretary	By: RIGO SANCHEZ President	

STATE OF NEW JERSEY:
:SS.:
COUNTY OF PASSAIC :
BE IT REMEMBERED, that on this day of, 20, in the year
Two Thousand and, before me, the subscriber, a Notary Public of the State of
New Jersey, personally appeared RIGO SANCHEZ who, being by me duly sworn on his/her
oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic
Valley Water Commission, a Public Body of the State of New Jersey, the Grantee named
in the within instrument; that the execution, as well as the making of this Instrument,
has been duly authorized by a proper resolution of the Board of Commissioners of said
Public Body; that deponent well knows the corporate seal of said Public Body; and the
seal affixed to said Instrument is such corporate seal and was hereto affixed and said
Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and
deed, and as and for the voluntary act and deed of said Public Body, in presence of
deponent who thereupon subscribed his/her name thereto as witness.
Subscribed and sworn to before me,
at, New Jersey
the date aforesaid

Notary Public

Secretary

STATE OF NEW JERSEY: :SS.: **COUNTY OF PASSAIC :** BE IT REMEMBERED, that on this ______ day of _____, 20__, in the year Two Thousand and _____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ______ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the _____ of the Village of Ridgewood, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that _______ is the _____ of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the _____ of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said _____, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

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

Notary Public

Secretary

RESOLUTION: 19-45
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

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, Contract 15-B-25 entitled "Water Storage Improvements, Phase I, Standby Emergency Generators" (hereinafter "Project" or "Contract") was awarded to Stone Hill Contracting Co., Inc. ("SHC") of Doylestown, Pennsylvania at the PVWC's Commission Meeting dated December 21, 2016 (PVWC Resolution No. 16-151) for a total bid price of \$28,500,000.00 following public bidding conducted in accordance with the Local Public Contracts Law, N.J.S.A. § 40A:11-1 et seq.; and

WHEREAS, previously approved Change Order 1 increased the Contract Price by \$300,536.52 (1.1%) which brought the total adjusted Contract Price to \$28,800,536.52; and

WHEREAS, Proposed Change Order 2 further increases the total adjusted Contract Price by \$689,956.99 (2.4%) which brings the total adjusted Contract Price to \$29,490,493.51 (3.5%); and

WHEREAS, 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 Times consistent with the Contractor's current

projected Contract completion schedule and subsequent approval by NJEIT; and

WHEREAS, Proposed Change Order 3 increases 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; and

WHEREAS, on June 20, 2019, NJDEP Division of Water Quality, Municipal Finance and Construction Element issued a Notice to PVWC approving additional loan funds under the NJEIT (NJDEP Project #1605002-025) for Change Order 2 (thereby increasing the Contract Price by \$689,956.99) and approving Change Order 3 (thereby adjusting the Substantial and Final Completion Dates as set forth hereinabove), equal to and ratifying the change orders sought from the Commission, and a copy of NJDEP's said Notice and Change Orders 2 and 3 attached thereto, is attached hereto and made a part hereof as Exhibit B (following the PVWC memorandum included in Exhibit A referenced below); and

WHEREAS, a copy of the Director of Engineering's memorandum dated June 20, 2019 recommending that Proposed Change Orders 2 and 3 be approved is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the proposed form of Change Order 2 is attached hereto and made a part hereof as Exhibit C; and

WHEREAS, the proposed form of Change Order 3 is attached hereto and made a part hereof as Exhibit D; and

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

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

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

- 1. That PVWC hereby approves Change Order 2 to Contract 15-B-25 in the amount of \$689,956.99, which brings the total adjusted Contract Price to \$29,490,493.51 and Change Order 3 to Contract 15-B-25 which adjusts the Substantial Completion Date of the Contract to December 30, 2019 and the Final Completion Date of the Contract to February 11, 2020; and
- 3. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Change Orders 2 and 3, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
- 4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

** RECORD OF VOTE AND SIGNATURES ON NEXT PAGE **

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	_X			
VANNOY, R.	X			
LEVINE, J.	×		*****	
KOLODZIEJ, J.	X			
VAN RENSALIER, R.	Y			
RODRIGUEZ, I.				
SANCHEZ, R.	-			
SANCHEZ, K.				

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

low

Administrative Secretary

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 DIRECTOR OF ENGINEERING'S MEMORANDUM DATED JUNE 20, 2019

EXHIBIT A