



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #20-13

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: FEBRUARY 19, 2020

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: VAN RENSALIER Time: 10:00 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include FRIEND, G., VANNOY, R., LEVINE, J., SANCHEZ, R., VAN RENSALIER, R., COTTON, E., and KOLODZIEJ, J.

Adopted at a meeting of Passaic Valley Water Commission.

Signature of Joseph C. Kolodziej, President

Signature of Louis Amodio, Secretary

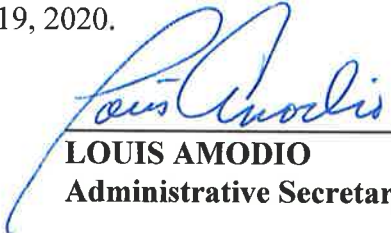


PASSAIC VALLEY WATER COMMISSION

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

Administrative Secretary
Louis Amodio

Executive Director
Joseph A. Bella

General Counsel
George T. Hanley

RESOLUTION 20-14
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: COTTON

WHEREAS, on January 14, 2020 eight (8) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 19-B-30 "Riverside Terrace Development Transmission Main Replacement, Paterson, Passaic County, New Jersey"; and

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

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

WHEREAS, the lowest responsible bid submitted for this contract was that of Kupeksa Land Improvement Corporation of Rockaway, New Jersey (the "Awardee") with respect to said bid in the amount of \$597,500.00; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

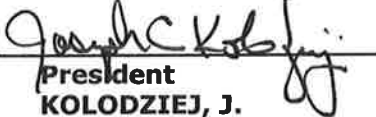
1. That Contract No. 19-B-30 "Riverside Terrace Development Transmission Main Replacement, Paterson, Passaic County, New Jersey" in the total amount of \$597,500.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 19-B-30 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>
VAN RENSA LIER, R.	<u>X</u>	—	—	—
COTTON, E.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



 President
KOLODZIEJ, J.


 Secretary
GERALD FRIEND

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 February 19, 2020.


LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 29, 2020

FROM: Purchasing Department

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

RE: **Contract # 19-B-30**
Riverview Terrace Development Transmission Main Replacement

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

Of the eight (8) bids received, the lowest responsive and responsible proposal was submitted by **Kulpeksa Land Improvement** of Rockaway, New Jersey, in the amount of **\$597,500.00**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: #19-B-30 Kulpeksa Land Improvement


Amount of Project or Contract: \$ 597,500.00

1. Acct: # 001-0901-419-95-14 Capital / Riverside Terrace Development

Specific Appropriation to which expenditures will be charged: CAPITAL BUDGET 2020

Other comments: (6) Month Contract Commencing February 2020
Riverview Terrace Development Transmission Main Replacement

Date of Certification: 01/29/2020 Certified: \$ 597,500.00


Yitzhak Weiss
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

YW:gbl

Contract # 19-B-30
RIVERSIDE TERRACE DEVELOPMENT TRANSMISSION MAIN REPLACEMENT PATERSON NJ

Bids Received January 14, 2020

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Kulpeksa Land Improvements 248 Franklin Ave Rockaway, NJ 07866	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$597,500.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. EEO
Midwest Pipeline Services 405 N. Grandview St Union City, OH 15390 snoonan@rangeline.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. EEO
Sanitary Construction Co. 271 Route 46 West Suite B201 Fairfield, NJ 07004 mcervino@sanitaryconstruction.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. EEO
Metra Industries 50 Muller PL Little Falls, NJ 07424	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$ 957,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. EEO
CRS Contractors 315 State Highway 34 Suite 137 Collis Neck, NJ 07722 tcardoso@crscontractorsinc.com	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	\$920,000.00	Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. EEO

RIVERSIDE TERRACE DEVELOPMENT TRANSMISSION MAIN REPLACEMENT PATERSON NJ
 Contract # 19-B-30

Bids Received: January 14, 2020

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Hutton Construction 41 Village Park Road Cedar Grove, NJ 07009 hutton@hutton1.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,294,266.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Montana Construction 80 Contant Ave Lodi, NJ 07644 vsantaitte@montanaconstructioninc.co	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20,000.00	\$769,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Matina & Son 146 English St. Hackensack, NJ 07601 armatina@matinainc.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Carbro Constructors 605 Omni Dr. Hillsborough, NJ 08844 cscerbo@carbroconstructors.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Northeast Remsco 1433 Hwy 34 South, B1 Farmingdale, NJ 07727 christine.charcalla@northeastremasco.	Certified Check Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Contract # 19-B-30
RIVERSIDE TERRACE DEVELOPMENT TRANSMISSION MAIN REPLACEMENT PATERSON NJ

Bids Received: January 14, 2020

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
J. Fletcher Creamer 101 East Broadway Hackensack, NJ 07601 vince.valentini@jfcson.us	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000.00	\$924,630.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Ferraro Construction 5 Park Dr. Franklin, NJ 07416 laura@ferraroconstruction.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000.00	\$1,163,900.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Grade Construction 110 Pennsylvania Ave Paterson NJ 07503 ralph@gradeconstruction.net	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% Not to Exceed \$20,000.00	\$1,044,500.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION 20-15
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT WITH BRICK
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR ANALYTICAL
LABORATORY SERVICES
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: COTTON

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

WHEREAS, a copy of a memorandum from PVWC's Laboratory Manager) dated January 24, 2020 with attached correspondence from the Authority dated January 2, 2020, along with other relevant correspondence, are attached hereto and made a part hereof as Exhibit A; and

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

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

by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Authority with the Bid.

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

1.04 MEASUREMENT AND PAYMENT

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

- B. The Unit Price set forth in the Agreement shall be considered as having included sampling kits with formal chain of custody forms, labeling, sample bottles, packing materials and ice packs; furnishing and shipping empty containers to the Commission and shipping samples to the Authority for testing; handling, analyses including 48-hour analysis turn-around as specified elsewhere herein, and disposal of all waste from sampling, preservation and analysis; and providing all other goods and services necessary to complete the Work of this Contract. All shipping shall be included in said Unit Price and shall include postage (US Postal Service First Class, or approved equal), pickup and delivery service with all deliveries and pickups to be directly to and from the designated location in or at the Commission's Laboratory in the Control Building at the Commission's Little Falls Water Treatment Plant.
- C. The Unit Price shall be considered as complete and including all Work required under this Contract. Each analysis shall consist of one combined MIB and Geosmin analysis, and the quantities stipulated in the Agreement are based on the anticipated total number of combined analyses. For example, one combined analysis for both MIB and Geosmin is counted as one analysis. In the event that sample re-testing and re-analysis is required due to error by the Authority, its laboratory, or its shipping service provider, or any combination thereof, Authority shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.

END OF SECTION 02102

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

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

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

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

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

1.01 GENERAL

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

1.02 SHIPMENTS, PICKUPS AND DELIVERIES

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

1.03 TECHNICAL SPECIFICATIONS

- A. Deliverables for Reports shall be delivered to the Commission as follows:
 - 1. Final Signed Reports including associated quality control data shall be submitted by the Vendor to the Commission, to the attention of David

Pranitis, 800 Union Blvd, Totowa, New Jersey, 07512, and shall contain as a minimum each of the following elements:

- a) Report Title
 - b) Purchase Order Number
 - c) Lab Contact Information
 - d) Report Number
 - e) Client Contact Information
 - f) Sample Identification
 - g) Sample Collection Date/Time
 - h) Sample Analysis Date/Time & Analyst Initials
 - i) Test Method & Notation identifying any method deviations
 - j) Test Result
 - k) Test Reporting Units
 - l) Test MRL
 - m) Associated Quality Control data
 - n) Signature and Title of the person(s) authorized to release final results.
- B. All deliverables shall be delivered to the Commission by no later than the 14th calendar day from the delivery date of the sample(s) to the Vendor, inclusive of weekends and holidays. This can be achieved via electronic mail or facsimile delivery with follow up hard copy delivered by the 21st day.
- C. Invoices shall be submitted by the Vendor to the Commission at P.O. Box 230, Clifton, New Jersey, 07011, attention: Accounts Payable.
- D. Vendor shall not be permitted to subcontract the quoted work out to any other laboratory without prior written permission from PVWC. Vendor shall only subcontract to a laboratory that is an NJDEP-certified Laboratory and certified to conduct the analysis requested. Vendor shall provide proof of certification for subcontract Laboratory for the time period under which the subcontracted Laboratory will be analyzing samples for PVWC. Sample turn-around time as stipulated shall be met and required deliverables as follows shall be provided to PVWC.

1.04 MEASUREMENT AND PAYMENT

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

END OF SECTION 02103

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

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


Amount of Project or Contract: \$240,330.00

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

Specific Appropriation to which expenditures will be charged: Budget 2020/2021

Other comments: Two (2) Year - Contract Commencing: February 2020
Laboratory Services

Date of Certification: 01/29/2020 Certified: \$240,330.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION 20-16
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

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

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

WHEREAS, in order to continue to satisfy § 5.6 of the Contract, PVWC is required to extend the current policy for an additional period to continue the builders risk coverage from February 11, 2020 through August 11, 2020 and the herein Resolution memorializes necessary actions taken by PVWC to ensure continuation of said coverage; and

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

WHEREAS, a copy of Alamo's correspondence dated January 28, 2020, including a copy of C.N.A.'s invoice dated January 27, 2020 to extend the builder's risk coverage through August 11, 2020 in the amount of \$13,824.08 for the total premium referenced and attached thereto, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, to avoid a potential lapse in builders risk coverage for Contract 15-B-25, PVWC processed the said invoice in the above-referenced amount; and

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


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

1. That this Resolution hereby memorializes and approves necessary actions and steps taken by PVWC to secure and maintain continuation of the Builders Risk policy and bind coverage with C.N.A in accordance with 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.	<u>X</u>	---	---	---
VANNOY, R.	<u>X</u>	---	---	---
LEVINE, J.	<u>X</u>	---	---	---
SANCHEZ, R.	---	---	---	<u>X</u>
VAN RENSA LIER, R.	<u>X</u>	---	---	---
COTTON, E.	<u>X</u>	---	---	---
KOLODZIEJ, J.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



 President
KOLODZIEJ, J.

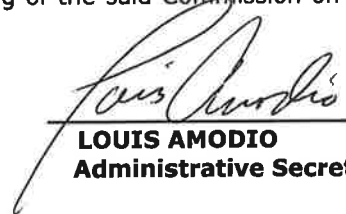


 Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**CORRESPONDENCE FROM ALAMO INSURANCE
GROUP DATED JANUARY 28, 2020**

**INVOICE FOR C.N.A.'s CONTINUATION OF
BUILDER'S RISK INSURANCE
DATED JANUARY 27, 2020**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

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

Amount of Project or Contract: \$13,824.08

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

Other Comments:

Date of Certification: January 29, 2020



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

YW:yw

Duprey, Jim

From: Luis Alamo <lalamo@alamoinsurance.net>
Sent: Tuesday, January 28, 2020 2:17 PM
To: Duprey, Jim
Cc: Kathy Young; Willy Polanco; Hanley, George; Vozzella, Christine; Lois Lugo
Subject: RE: Finance Committee Meeting
Attachments: PVWC Builders Risk Extension Memo Contract #15-B-25.pdf; PVWC Explanation of delays Memo-Contract # 15-B-25.pdf

Jim,
Attached please find two relevant Memo's related to the CAN Builders Risk extension.

The first Memo, contains the renewal recommendation to extend coverage for 6 months page 1, and our Memo related to recommended timelines for Broker/Consultant appointments going forward.

The second attachment, are details related to the delays, subsequent extensions and recommendations mitigating recommendations found during the inspection.

CNA proposes to reinspect the project in June of this year before offering additional extensions. We will be attending your meeting on the 19th, 9:30 am. Please share how attendees you are expecting as we are planning on bringing copies for everyone.

Any questions comments or concerns please do not hesitate to call or write.

Regards,
LU

From: Duprey, Jim <JDUPREY@PVWC.com>
Sent: Monday, January 27, 2020 9:08 AM
To: Kathy Young <kyoung@alamoinsurance.net>
Cc: Luis Alamo <lalamo@alamoinsurance.net>
Subject: FW: Finance Committee Meeting

Please e-mail me a copy of C.N.A.'s actual quotation for their 6-month extension of the builders risk for Contract 15-B-25 (including their required changes to the deductibles).

Also, please e-mail me Alamo's letter on letterhead with recommendations concerning the above (and referencing and attaching the above quotation).

I need to include both of the above items as soon as possible as attachments to my resolution to the Commission that I'm putting together recommending award of the builders risk coverage. Thanks.

Socialize with PVWC!

[Facebook](#)
[Instagram](#)
[Twitter](#)



Memo

Water storage Improvements Phase I, Standby Emergency Generators and Construction of
new building. Contract No 15-B-25
Extension of Builders Risk Insurance Coverage

- **CNA Renewal Extension**
- Pricing: \$13,743
- Extension Effective: 6 months - 2/11/2020 to 8-11/2020
- Policy Level Summary begins page 6 of CNA quote attached
- **Amended Deductibles** (previous deductibles were \$10,000 and no waiting period for time element)
 - All Other Perils: \$25,000
 - Testing: \$25,000
 - Water Damage Deductible: \$50,000
 - Wind Deductible: \$25,000
 - Time element Business interruption -14 Day waiting period
- This policy commenced on 10/19/2017, for an anticipated construction period of 24 months. There was a subsequent annual renewal on 10/19/2018, followed by an 8-month extension for the period of 07/31/2019-02/11/2020.
- The incumbent carrier CNA refused to tender a quote to extend the coverage without an explanation for delays (see attached) and a physical inspecting of the project. (see attached)
- Delays in 2020 Broker appointment, also contributed to prohibited compliance with Alamo Insurance Group, best practice standards requiring minimum 3 for competitive quotes, (or attempts to do so) be solicited for all public contracts.
- Another loss control will be conducted in June 2020 to evaluate the progress. Depending on the findings this may impact if they continue with offer of another extension. They want to see consistent and significant movement with the project.
- Since the time this policy first invented, they have changed their underwriting guidelines on deductibles for these type risks and wanted to change last year when we last extended but I held them off. They will not bend in this. Reinsurance issues.





**Timeline recommendations for Broker of Record/Risk Management
Consultant appointment:**

- It is highly recommended PVWC consider beginning the Fair and Open Professional Service bidding process in September. Select the subsequent years appointee in October, to allow that Broker to underwrite all renewals, own their work, present recommendations to the Board in December, prior to renewal date, and earn their commissions.
- This should allow for the minimum 3 competitive quote requirements, standard.



COMMERCIAL INSURANCE PROGRAM



333 S Wabash, Chicago, IL 60604

Presented to:

JON ZIMAN
CAPACITY COVERAGE CO. OF NJ, INC.
ONE INTERNATIONAL BLVD, 3RD FL
MAHWAH, NJ 07495

Representing:

Passaic Valley Water Commission
1525 Main Ave
Clifton, NJ-07011

Prepared by:

Shanel Hobson
Marine Underwriting Specialist
Shanel.Hobson@cna.com
908-991-4490



333 S Wabash, Chicago, IL 60604

1/27/2020

TO: JON ZIMAN
CAPACITY COVERAGE CO. OF NJ, INC.

RE: Monoline Builders Risk Property Quotation

Account Name: Passaic Valley Water Commission
Effective Date: 2/11/2020
New/Renewal: New
SBU: Inland Marine
Program: N/A

Account Premium Recap

Coverage	Quote #	Eff/Exp Date	Company	Premium
Monoline Inland Marine	6050122428	02/11/2020 to 08/11/2020	Continental Insurance Company	\$ 13,408 (Prem does not incl TRIA prem)

Additional Information and Comments Applicable to this Quote:

<p>Excluding flood coverage for high hazard zones. Excluding coverage for Frame and/or JM construction.</p>

Only the relevant insurance policy can provide the full terms, conditions, amounts and exclusions applicable to the coverage herein. The relevant insurance policy will include the Builders Risk Coverage Form and any applicable schedules and endorsements, including any state mandatory endorsements and policy holder notices that may be required. If you have questions about the coverage being quoted, please contact the underwriter who prepared this quote letter.

CNA Inland Marine provides a full range of product offerings including Property, Contractors Equipment, Medical and Scientific Equipment Coverage, Railroad Rolling Stock, Fine Arts coverage for museums, galleries and collectors, Radio and TV Towers and related Communications Equipment, Motor Truck Cargo and other related Transportation products such as Logistics, Freight Brokers, Warehouse Legal Liability and Transportation.

This quotation is based upon your responses in the application or representations made by your agent. A change in any of your responses could affect this offer. All quotes are subject to the application of the correct modification factors, any pending rate changes, and risk reservation. No alterations in the proposal may be made without the prior written approval of CNA. This quotation is valid for 30 days or the inception date whichever is first.



Account Name: Passaic Valley Water Commission

**IMPORTANT INFORMATION
NOTICE OF INSURANCE COVERAGE FOR ACTS OF TERRORISM
AND DISCLOSURE OF PREMIUM**

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally, the Act provided that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the government or population of the United States. However, the 2007 re-authorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism".

In accordance with this Act, we are required to continue to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium for this coverage will be included for each coverage part as shown below under DISCLOSURE OF PREMIUM and is included in, not in addition to, the premium shown on the Account Premium Recap.

Disclosure of Premium:

Quote #	Coverage	Premium	Eff/Exp Date
6050122428	Inland Marine	\$ 335	02/11/2020 to 08/11/2020
	Inland Marine - Fire Following *	\$ -	

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and, in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize the Act, in whole or in part, the Act is scheduled to expire December 31, 2014.

The timetable for any further Congressional action respecting the Act is unknown at this time. In the event of expiration of the Act, if your policy provides coverage for losses caused by acts of terrorism, coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

If your policy provides coverage for losses caused by acts of terrorism and if it charges a premium for such coverage, then such premium charge may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of the Act's expiration, in accordance with applicable state law.

* Due to state Standard Fire Policy regulations, this premium must be retained even if certified acts of terrorism coverage is excluded for locations in the following states: CA, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WV, and WI (the same regulations apply to terrorism premium retained for Inland Marine for locations in the states of CA, HI, ME, MO, OR and WI).



REJECTION OF CERTIFIED ACTS OF TERRORISM COVERAGE

INSTRUCTIONS TO INSURED:

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism, which is an act committed by an individual or individuals to coerce the government or population of the United States, that results in aggregate losses of \$5 million or more. The 2007 re-authorization no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

You may choose to exclude Certified Acts of Terrorism, as described above. This Rejection of Certified Acts of Terrorism Coverage Form is valid only if fully completed and returned to us. For each Coverage Part rejected, the corresponding "Reject" area must be checked, and the "Policy Number" and "Policy Period" must be indicated. In addition, the SIGNATURE BLOCK (below) must be completed in its entirety. The applicable policy will then be endorsed to exclude terrorism, and the premium recalculated.

The states of CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, and WV have Standard Fire Policy (SFP) statutes that are applicable to your Property and, in CA, ME, MO, OR and WI, to your Inland Marine coverages. In these states, coverage is required to be provided for fire damage that results or follows from any cause of loss, even those that are otherwise excluded. As a result, although certified acts of terrorism are excluded from your policy, we are statutorily required to insure against fire damage that might result from otherwise excluded acts of terrorism. In addition, certain states may not allow coverage for certified acts of terrorism to be rejected for any coverage part. Terrorism coverage can not be rejected for Workers' Compensation in any state.

If the circumstances in the above paragraph apply, the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Rejection of Certified Acts of Terrorism Coverage Form applies only during the "Policy Period" indicated below. Please consult your CNA agent with any questions regarding this form.



333 S Wabash, Chicago, IL 60604

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Account Name: Passaic Valley Water Commission
 Policy Number: IM 6050122428
 Effective Period: 02/11/2020 to 08/11/2020

I hereby elect to purchase coverage for losses arising out of certified acts of terrorism, as defined in the Act and subject to all applicable policy provisions.

I hereby agree to the rejection of terrorism coverage for the listed policy, as indicated above. I understand that a rejection of terrorism coverage means the exclusion of foreign and domestic acts of terrorism that are determined by the Department of Treasury to be Certified Acts of Terrorism as defined in the Terrorism Risk Insurance Act. I also recognize by waiving this coverage, if I so choose to add terrorism coverage on at a later date within this policy term, coverage will not be available if the alert level has been raised above "orange". I hereby agree that I am abiding by the rules and terms of my mortgagee, loss payee or additional insured as interest may appear, and have notified them of my intent to reject coverage.

SIGNATURE BLOCK

By: <u>James Dunne</u> Authorized Representative's Signature	<u>BUSINESS ADMINISTRATOR</u> Authorized Representative's Title
<u>PASSAIC VALLEY WATER COMMISSION</u> Named Insured	<u>1/31/20</u> Date of Signature



333 S Wabash, Chicago, IL 60604

COVERAGE SUMMARY FOR INLAND MARINE - BUILDERS RISK

Account Name: Passaic Valley Water Commission
Effective Period: 02/11/2020 to 08/11/2020
Company: Continental Insurance Company

Pricing Summary

	Rating Base	Annual Rate	Premium
General Builders Risk	33,691,024		\$ 12,558
Terrorism			\$ 335
Fire Following			\$ -
Equipment Breakdown			\$ 850
Total (incl. Terrorism, Fire Following & EB if covered)	33,691,024		\$ 13,743
Does not include taxes, fees, and surcharges which are subject to state-specific rules.			
Minimum Earned Premium			None
Payment Plan			Agency Bill, Prepaid

Policy Level Summary

Hard Costs Limit	29,490,493
Existing Buildings or Structures Limit	-
Business Income Limit	100,000
Extra Expense Limit (if "Included", Extra Expense Included in the Business Income Limit)	-
Contractual Penalties Limit	-
Soft Costs Limit	4,100,531
Property In Transit Limit	2,500,000
Temporary Storage Limit	2,500,000
Existing Buildings or Structures Valuation	0

Policy Level Deductible (Unless Where Otherwise Specified)	\$25,000
Time Element Waiting Period (Days)	0
Property In Transit Deductible	\$10,000
Water Damage Deductible	\$50,000
Wind / Hail Deductible	\$0

Wind / Hail Exclusion	Does Not Apply
-----------------------	----------------

Time Element Extensions	
Denial of Access by Civil Authority/Ingress-Egress: # of Days	14
Service Interruption	-

Equipment Breakdown & Testing	Limit	Deductible
Testing	Included	\$25,000
Operational Testing	33,691,024	\$25,000
Equipment Breakdown	28,500,000	\$25,000



333 S Wabash, Chicago, IL 60604

Additional Coverages and Coverage Extensions

Property Sublimits	Limit
Decontamination Expense	10,000
Emergency Removal	Included
Employee Theft	25,000
Expenses to Reduce a Loss	Included
Fungi Limited Coverage (Annual Aggregate)	25,000
Pollutant Cleanup and Removal (Annual Aggregate)	25,000
Radioactive Contamination	25,000
Trees, Shrubs, Laws, Sod and Plants (Per Item)	25,000
Trees, Shrubs, Laws, Sod and Plants (Per Occurrence)	100,000
Unintentional Errors and Omissions	25,000

Property Additional Limits	Limit	Valuation ¹
Arson and Crime Reward	50,000	
Debris Removal Including Recycling Additional Expense-Additional Amount	250,000	
EDP - Direct Damage	-	
EDP - Data Restoration	-	
Fire Department Service Charge and Extinguishing Expense	50,000	
Furniture and Fixtures	-	
Green Coverage: Certification Protection - Hard Costs Limit	-	
Green Coverage: Certification Protection - Electricity & Water Expense Limit	-	
Jobsite Trailers	100,000	ACV
Loss Adjustment Expense	50,000	
Recharge of Fire Protection Equipment	50,000	
Temporary Structures - Additional Covered Property	25,000	ACV
Temporary Structures - Costs to Dismantle and Re-erect	25,000	
Valuable Papers and Records	250,000	
Ordinance or Law		
Undamaged Portion of the Building or Structure	Included	
Demolition Cost & Increased Cost of Construction	1,000,000	
Inflation Guard		
Damaged Portion of Project - Percentage	Not Covered	
Unbuilt Portion of the Project - Occurrence Limit	-	
Unbuilt Portion of the Project - Percent of Increase	Not Covered	
Machinery, Tools and Equipment		
Itemized List on File Date	Not Covered	-
Itemized List on File Limit	Not Covered	-
Other Than Itemized - Per Occurrence	Not Covered	-
Other Than Itemized - Per Item	-	

NAMED STORM

Location	Ann Agg Limit	Occur Limit	Occurrence/Deductible
All (subject to limits/deductibles shown below)	28,500,000	33,891,024	25,000
			None
Max Per Occurrence Deductible			None

¹ Valuation Abbreviations: ACV = Actual Cash Value; RC = Replacement Cost; AV = Actual Value



333 S Wabash, Chicago, IL 60604

EARTHQUAKE & FLOOD (Coverage applies ONLY in Hazard Areas where a limit is shown.)

Hazard Area	Earthquake-Volcanic Eruption			Flood		
	Limits		Per Occurrence Deductibles	Limits		Per Occurrence Deductibles
	Annual Agg	Occurrence		Annual Agg	Occurrence	
Critical / High						
Moderate						
Low						
All	\$10,000,000	\$10,000,000	\$25,000	\$10,000,000	\$10,000,000	\$25,000
Maximums	Annual Agg Limit All Locations \$10,000,000		Max Occurrence Deductible	Annual Agg Limit All Locations \$10,000,000		Max Occurrence Deductible

Additional Conditions & Descriptions

Collapse of Existing Building Coverage	Does Not Apply
Need for Adequate Insurance Clause	Applies
Permission To Occupy Endorsement	Does Not Apply
Serial Loss Limitation	Does Not Apply
Contingent Coverage	Does Not Apply

Project Description:
Water storage improvements Phase I, Standby Emergency Generators and Construction of new building, Contract No 15-B-25

Jobsite Description:
800 UNION BLVD, TOTOWA, NEW JERSEY, 7512

Additional Soft Costs Endorsement:
Not Included

Additional Named Insureds Endorsement:

Manuscript Endorsements:
None

Green Certification - Other



BUILDER'S RISK EXTENSION

Builders Risk	Premium	Company
10/19/2017-10/19/2018	\$44,845.03	C.N.A
10/19/2018-07/31/2019	\$22,508.81	C.N.A
07/31/2019-02/11/2020	\$2,496.16	C.N.A
02/11/2020-08/11/2020	\$13,824.08	C.N.A



55 Flanagan Way, 3rd Floor, Secaucus, NJ 07094
P.O. Box 7355, North Bergen, NJ 07047
Ph: (877) 552-5266 Fax: (844) 336-9124

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

INVOICE
 Invoice No. 4

Date: 01/27/2020

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

Producer	Tax ID	Date of Services	Payment Term
Alamo Insurance Group, Inc.	161-626-709	2/11/2020 to 8/11/2020	Upon Receipt
Description			Amount
- Builder's Risk Policy – CNA Insurance Company Policy No. 6050122428 - Extension Project: Stone Hill Contracting Co., Inc.			\$13,408.00
TRIA Charge			335.00
PLIGA Charge			81.08
			13,824.08

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



**Water storage Improvements Phase I, Standby Emergency Generators and Construction
of new building. Contract No 15-B-25
Extension of Builders Risk Insurance Coverage**

Subject: Passaic Valley Water Commission – Builder’s Risk Extension (CNA)

Please reference the following email for Passaic Valley Water Commission’s explanation of delays:

- Page 4
- Page 1

Regards,

Luis Alamo



Villy Polanco

From: Duprey, Jim <JDUPREY@PVWC.com>
Sent: Monday, January 13, 2020 3:23 PM
To: Luis Alamo
Cc: Vozzella, Christine; Hanley, George; Guido Stefan Weber; Jon Ziman; Willy Polanco; Kathy Young; Lois Lugo; Alesandrelli, Julie
Subject: RE: Passaic Valley Water Comm-BUILDERS RISK

Please solicit and e-mail us a quotation (and e-mail same to us ASAP) to extend the Builders Risk Insurance for an additional 1-1/2 year period. Thanks.

Delays on this Project are attributable to a variety of factors, not the least of which is the Contractor's failure early on to be diligent, especially in the first 14 months. Other factors which helped to slow down progress include: (i) unforeseen subsurface conditions discovered at different times during the construction, (ii) a multitude of submittals by the Contractor for "alternative equipment" and very extensive back-and-forth with the Engineer, (iii) time lost on coordination and approvals needed from PSE&G on complex, high-voltage equipment and switchgear submittals, (iv) discovery and proper disposal of contaminated soil, (v) the technical complexity of the Project, and (vi) more oversight and regulation than is normally found in projects of this nature. With respect to government oversight, the Project is funded by the U.S. Department of Housing and Urban Development through a program called "CDBG-DR", which is administered by the NJEDA. Additionally, this Project is overseen by the NJDEP. All participants in this Project, including the Contractor, Engineer, the PVWC, and the State agencies, are mindful of the actual duration of this Project versus the original schedule. The PVWC intends to put more pressure where it is able to bring this Project to a successful conclusion.

From: Luis Alamo [mailto:lalamo@alamoinsurance.net]
Sent: Monday, January 13, 2020 8:04 AM
To: Duprey, Jim <JDUPREY@PVWC.com>
Cc: Vozzella, Christine <cvozzella@PVWC.com>; Hanley, George <GHANLEY@PVWC.com>; Guido Stefan Weber <gweber@weberdowdlaw.com>; Jon Ziman <Jon.Ziman@epicbrokers.com>; Willy Polanco <wpolanco@alamoinsurance.net>; Kathy Young <kyoung@alamoinsurance.net>; Lois Lugo <llugo@alamoinsurance.net>
Subject: Fwd: Passaic Valley Water Comm-BUILDERS RISK

Morning blessings Jim,
 Kathy is taking a few days, Willy and I are covering for her.

Because this is a February 12th renewal. We are trying to firm up the Builders Risk extension in time to add to Wednesday's Board meeting agenda.

Below Jon Ziman is relaying underwriters concerns about the length of the project:

Company is looking to find out why this is taking so long and heading into the 4th year. Significantly longer than initially expected so I need some backup from PVWC as to delay reasons

ay have missed an earlier reply from you to Kathy. But I know Jon and the rest of the team would really appreciate you provide some insight this morning.

Thank you,
 Lu

Luis Alamo
President/CEO

Alamo Insurance Group, Inc.
55 Flanagan Way
Secaucus, NJ 07094
P.O. Box 7355
North Bergen, NJ 07047
W. 201-295-9044
C.201-310-0837
Email: lalamo@alamoinsurance.net

"Helping clients navigate risk"



<http://alamoinsurance.net/>

"To meet and surpass our clients expectations. To provide quality insurance products and services. To establish a tradition of professionalism and team work. To leave a philanthropic footprint in every community we serve. To support and promote the spirit of volunteerism everywhere we go"

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Please note coverage can not be bound amended or altered via email or voice mail.

Sent from iPhone

Begin forwarded message:

From: Kathy Young <kyoung@alamoinsurance.net>
Date: January 10, 2020 at 1:00:44 PM EST
To: Jon Ziman <Jon.Ziman@epicbrokers.com>
Cc: Lisa Siciliano <Lisa.Siciliano@epicbrokers.com>, Luis Alamo <lalamo@alamoinsurance.net>, Willy Polanco <wpolanco@alamoinsurance.net>
Subject: RE: Passaic Valley Water Comm-BUILDERS RISK

Ok, Jon forwarded them an email.

*Katherine Young, CIC
MEL Accredited Risk Manager
Vice President of Risk Management & Loss Control
Alamo Insurance Group, Inc.
55 Flanagan Way*

Secaucus, New Jersey 07094
(201) 295-9044 Ext 115
(877) 552-5266 Toll Free
(844) 336-9124 Fax
(732) 740-3454 Mobile

From: Jon Ziman [<mailto:Jon.Ziman@epicbrokers.com>]
Sent: Friday, January 10, 2020 11:59 AM
To: Kathy Young
Cc: Lisa Siciliano; Luis Alamo; Willy Polanco
Subject: RE: Passaic Valley Water Comm-BUILDERS RISK

Kathy

Company is looking to find out why this is taking so long and heading into the 4th year. Significantly longer than initially expected so I need some backup from PVWC as to delay reasons

Jon Ziman, CPCU, CIC

Vice President, Director of Marketing



One Blue Hill Plaza, Pearl River, New York
P.O. Box 1689, Pearl River, N.Y. 10965
jon.ziman@epicbrokers.com
201.661.2460 Direct | 201.396.5018 Cell
epicbrokers.com | CA License 0B29370
Edgewood Partners Insurance Center



A Member of The Capacity Group - an EPIC company

Effective 1/1/2019, Capacity Coverage Company of New Jersey LLC has merged its operations and began doing business as Edgewood Partners Insurance Center (EPIC Brokers).

From: Kathy Young [<mailto:kyoung@alamoinsurance.net>]
Sent: Thursday, January 9, 2020 8:44 AM
To: Jon Ziman <Jon.Ziman@epicbrokers.com>
Cc: Lisa Siciliano <Lisa.Siciliano@epicbrokers.com>; Luis Alamo <lalamo@alamoinsurance.net>; Willy Polanco <wpolanco@alamoinsurance.net>
Subject: FW: Passaic Valley Water Comm-BUILDERS RISK

ATTENTION! This email originated from an EXTERNAL sender. Please do not click links or open attachments contained in this email unless you are sure the email comes from a known sender, and have verified the content is safe.

Hi, Jon -

Attached is the update on the Builder's Risk Policy.

Please provide a quote and advise if any other information is required.

Thank you.

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

From: Alesandrelli, Julie [<mailto:jalesandrelli@PVWC.com>]
Sent: Wednesday, January 08, 2020 3:28 PM
To: Kathy Young
Cc: Guido Stefan Weber (GWeber@weberdowd.com); Duprey, Jim; Weiss, Yitz; Hanley, George
Subject: RE: Passaic Valley Water Comm-BUILDERS RISK

Hi Kathy,

For the Generator Project, here is the information that you requested:

Construction Budget: \$29,490,493.51
Budget Completed (completed & stored): \$18,864,016.27
Balance to Finish: \$10,626,477.87

Based on costs, the contract is 64% complete.
Based on PVWC's projections, it appears that Stone Hill Contracting will complete the contract on or about February 26, 2021.

Work completed:

Site work has been performed, soil nails and the MSE wall has been completed. The generator building and roof were constructed and the generators have been set in place. Fuel facilities and the associated containment area was constructed. Some site piping has been completed and the underground ductbank is complete. The switchgear has been delivered and set. PSE&G is still working on bringing power to the facility for testing and startup.

Work remaining:

Sitework, including stormwater piping, sidewalks, landscaping, final paving, landscaping and restoration work, remains. The generator building must be completed, including lighting, downspouts, dampers, sound attenuation, HVAC and the fire suppression system. In addition, additional electrical work remains. Power transfer at the existing substation must be performed. The generators must be started up, debugged and successful operation of the system must be demonstrated, in addition to Owner training.

If you have any additional questions, please let me know. It would be greatly appreciated if you could please expedite the quote.

Thank you,
Julie

Julie Alesandrelli, PE
Principal Engineer | Passaic Valley Water Commission
1525 Main Ave. | Clifton, NJ 07011
jalesandrelli@pvwc.com | Tel 973.340.4319



From: Duprey, Jim <JDUPREY@PVWC.com>
Sent: Monday, January 06, 2020 4:38 PM
To: Alesandrelli, Julie <jalesandrelli@PVWC.com>
Cc: Guido Stefan Weber (<GWeber@weberdowdlaw.com>) <GWeber@weberdowdlaw.com>
Subject: FW: Passaic Valley Water Comm-BUILDERS RISK

Because we're going to have to further extend the builders risk insurance for an additional one-year? period, and the insurer/agent needs the information requested below regarding the revised construction budget showing what has been completed and value and what still remains to be finished with associated value, please e-mail them the said requested information with e-mail "cc" to me. Thanks.

From: Kathy Young [<mailto:kyoung@alamoinsurance.net>]
Sent: Monday, January 06, 2020 4:13 PM
To: Duprey, Jim <JDUPREY@PVWC.com>
Cc: Guido Weber <GWeber@weberdowdlaw.com>; Hanley, George <GHANLEY@PVWC.com>; Luis Alamo <lalamo@alamoinsurance.net>; Willy Polanco <wpolanco@alamoinsurance.net>
Subject: FW: Passaic Valley Water Comm-BUILDERS RISK

Good Afternoon, Jim -

The builder's risk policy is expiring on February 11, 2020. Please refer to the underwriter's email below and provide the necessary information in order to extend and quote the policy.

Thanking you for your assistance in advance.

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

From: Jon Ziman [mailto:Jon.Ziman@epicbrokers.com]
Sent: Monday, January 06, 2020 2:10 PM
To: Lisa Siciliano; Kathy Young
Cc: Luis Alamo
Subject: Passaic Valley Water Comm-BUILDERS RISK

Kathy:

The builders risk is coming up for expiration on 2/11.

Please check with insured as to whether another extension is going to be needed, and if so, we will need the revised construction budget showing what has been completed and value and what still remains to be finished with associated value

Jon Ziman, CPCU, CIC

Vice President, Director of Marketing



One Blue Hill Plaza, Pearl River, New York
P.O. Box 1689, Pearl River, N.Y. 10965
jon.ziman@epicbrokers.com
201.661.2460 Direct | 201.396.5018 Cell
epicbrokers.com | CA License OB29370
Edgewood Partners Insurance Center



A Member of The Capacity Group - an EPIC company
Effective 1/1/2019, Capacity Coverage Company of New Jersey LLC has merged its operations and began doing business as Edgewood Partners Insurance Center (EPIC Brokers).

From: Lisa Siciliano
Sent: Monday, January 6, 2020 2:05 PM
To: Jon Ziman <Jon.Ziman@epicbrokers.com>
Subject: Passaic Valley Water Commission, 6050122428

Fyi..the builders risk expires on 2/11..

Lisa Siciliano
Account Manager



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

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

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Socialize with PVWC!

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January 16, 2020

Julie Alesandrelli
Passaic Valley Water Commission
1525 Main Ave.
Clifton, NJ 07011

Ira Rubin, ARM, CRIS
Risk Control Consultant
Phone: 516-668-7931
ira.rubin@cna.com

Re: CAN Risk Control/Underwriting Visit
Acct#: 0114077453

Dear Julie:

Thank you for choosing CNA to meet your business insurance needs. It is a pleasure working with you to develop and implement risk control practices that protect your people, property and business.

We met on earlier today, January 16, 2020 at the 800 Union Blvd. facility in Totowa to discuss the construction of the new generator building and the need for an extension of the Builders Risk Insurance. Joining me from CNA was your underwriter, Shanel Hobson. Also in attendance was Will Polanco from Alamo Insurance.

This project has been ongoing for the past 3 years and an additional extension has been requested. From what I can tell delays during construction from change orders, improper workmanship, utility company delays and what appears to be a lack of workers on a regular basis have contributed to the delays. As for remaining work to be completed some interior building work, MEP and final testing of the generators still remain. Some site work to include retaining wall and soil nails also remain.

To help expedite completion, you are having weekly progress meetings with the contractors.

As we walked through the new building, I noted there were no fire extinguishers. While the building is concrete and the generators are steel, there are still some combustible material in the building and a small fire in this material without the ability to extinguish it timely, could cause some damage. I have submitted a recommendation for the placement of fire extinguishers inside the building.

The recommendations attached are designed to strengthen your risk control measures and programs. Please review the recommendations and notify me within the next 30 days as to the action taken.

As a CNA policyholder, you have access to a wide range of services and materials that complement your individual business need, style and plan. Below is a list of our most popular resources available at www.cna.com/riskcontrol:

- PrepWise — CNA's preparedness campaign is designed to help you prepare your business for critical exposures year-round.
- School of Risk Control Excellence (SORCE®) — CNA's School of Risk Control Excellence (SORCE®) provides industry-leading loss prevention and risk management education.

The "Inspections and Surveys" term in CNA insurance policies provides that: (I) CNA has the right but not the obligation to make inspections and surveys at any time, provide reports on the conditions CNA finds, recommend changes, or conduct loss control and prevention activity; (II) any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged; and (III) CNA does not make safety inspections, undertake to perform the duty of any entity to provide for the health or safety of workers or the public, or warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

Please understand that CNA provides this correspondence and has engaged in the related activities under these specific policy terms. Accordingly, CNA does not purport to identify all possible hazards for inspected risks, indicate that said risks are hazard free, or certify that said risks are safe or in compliance with any laws, regulations, codes or standards. It remains your duty to undertake appropriate measures to prevent losses and comply with the law, and CNA assumes no duty relative to any inspected risks. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.



Courses are offered in both face-to-face and webinar/webcast format. **SORCE[®] On-Demand** provides 24/7 access to online risk control courses, which are based on adult learning principles and the latest regulatory requirements.

- Technical Materials — CNA has developed essential materials, checklists and tools to help you implement simple solutions that may mitigate everyday risks related to people (i.e., employees and customers), property, business assets (including products), and professional liability.
- External Resources and Allied Vendors — CNA has identified companies that offer products and/or services that may mitigate your business exposures to a potential loss, at a discount or complimentary to our policyholders.

As you have indicated the completion of the remaining work could take as long as 18 months, I would like to revisit in 6 months to follow up on construction progress.

In addition, CNA's experts provide their insights on the latest trends and risk management issues that affect your business — from managing risk to ensuring adequate coverage. Be sure to keep up on the latest blogs at www.cna.com/fromtheexperts.

If you have any questions or concerns, please feel free to contact me. We appreciate your business!

Sincerely,

Ira Rubin

Ira Rubin, ARM, CRIS, CSFSM, RRE

Cc: Jim Duprey, PVWC
Will Polanco, Alamo Insurance
Jon Zinman, Epic Insurance
Shanel Hobson, CNA



Risk Control Recommendations Summary

Passaic Valley Water Commission

800 Union Blvd

Totowa, NJ 07512

Visit Date: January 16, 2020

CNA's experienced and certified multinational risk control professionals target the challenges that businesses face. As a result of the risk control onsite visit conducted solely for underwriting purposes, the following recommendations were developed. In the event of questions or additional guidance is needed, please reach out to the contact below.

Risk Improvement Recommendations

Risk Improvement recommendations enhance the acceptability of risk for underwriting purposes and provide operational value to the insured.

2020-01 Fire Extinguishers

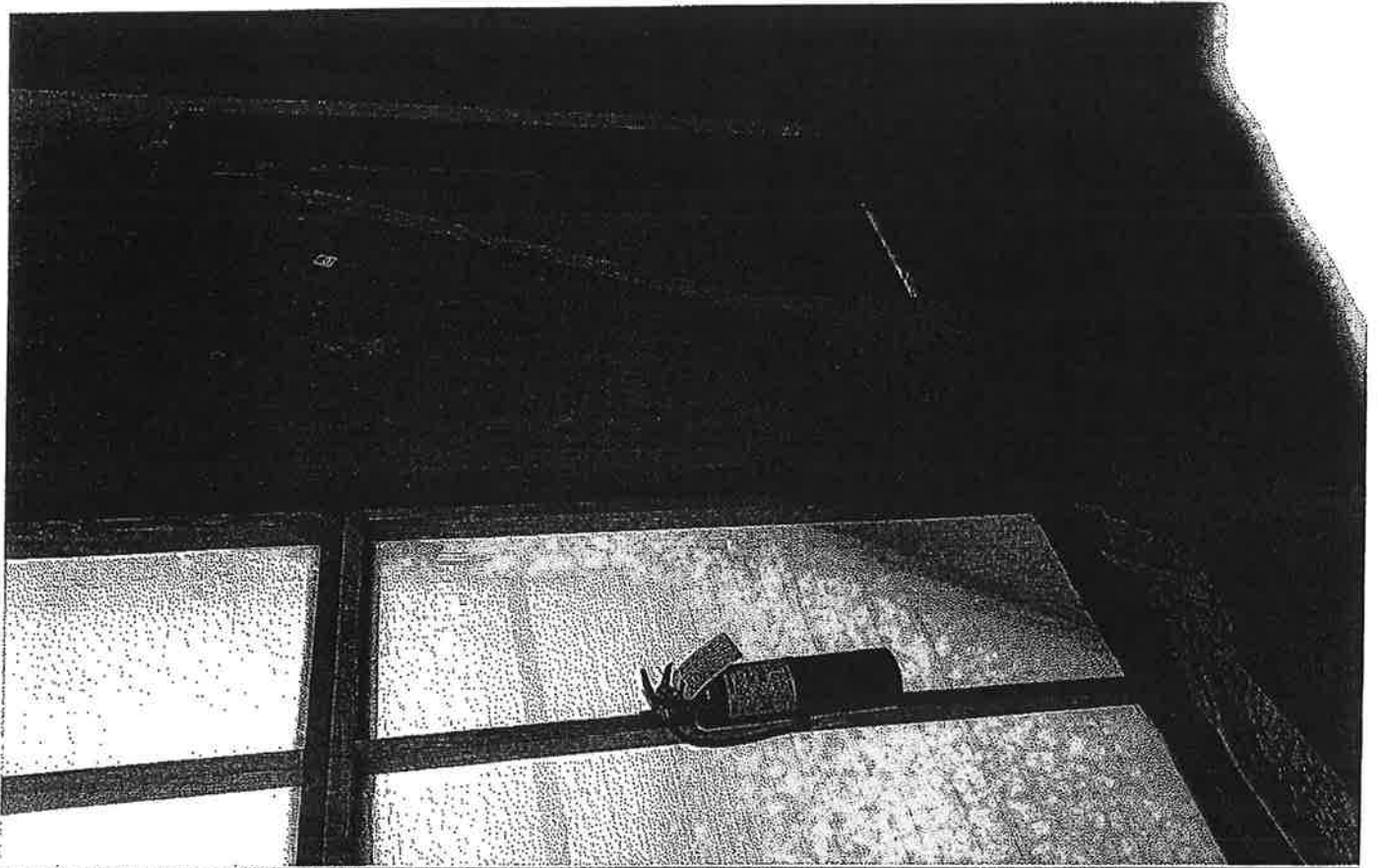
There are no fire extinguishers within the new generator building. The failure to provide adequate coverage throughout the building could result in a reduced ability to respond to incipient fires. A fire extinguisher is helpful in extinguishing or controlling a fire condition while awaiting the arrival of the fire department. U. L. listed fire extinguisher(s) of the appropriate type and size should be provided in accordance with the referenced standard. The extinguisher(s) should be mounted in a conspicuous and easily accessible location.

Reference: NFPA 10, Standard for Portable Fire Extinguishers

Prepared by:
Ira Rubin, ARM, CRIS, CSFSM, RRE
Risk Control Consultant
Phone: 516-668-7931
ira.rubin@cna.com

The "Inspections and Surveys" term in CNA insurance policies provides that: (I) CNA has the right but not the obligation to make inspections and surveys at any time, provide reports on the conditions CNA finds, recommend changes, or conduct loss control and prevention activity; (II) any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged; and (III) CNA does not make safety inspections, undertake to perform the duty of any entity to provide for the health or safety of workers or the public, or warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

Please understand that CNA provides this correspondence and has engaged in the related activities under these specific policy terms. Accordingly, CNA does not purport to identify all possible hazards for inspected risks, indicate that said risks are hazard free, or certify that said risks are safe or in compliance with any laws, regulations, codes or standards. It remains your duty to undertake appropriate measures to prevent losses and comply with the law, and CNA assumes no duty relative to any inspected risks. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2018 CNA. All rights reserved.



**RESOLUTION 20-17
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGE IN SCOPE OF CONTRACT 19-B-22 ENTITLED
"ARCHITECTUAL REHABILITATION OF PVWC'S MAIN PUMP
STATION, SUPERINTENDENT'S BUILDING AND JACKSON
AVENUE PUMP STATION, TOTOWA AND WAYNE, NEW JERSEY"**

CHANGE ORDER NO. 1

DATE OF ADOPTION: FEBRUARY 19, 2020

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: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, Contract 19-B-22 entitled "Architectural Rehabilitation of PVWC's Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station, Totowa and Wayne, New Jersey" (hereinafter "Project" or "Contract") was awarded to Phelps Construction Group, LLC ("Phelps") of Boonton, New Jersey at the PVWC's Commission Meeting dated May 15, 2019 (PVWC Resolution No. 19-32) for a total bid price of \$6,664,401.00 following public bidding conducted in accordance with the Local Public Contracts Law, N.J.S.A. § 40A:11-1 *et seq.*; and

WHEREAS, proposed Change Order No. 1 increases the total Contract Price by \$378,856.00 (which equates to an increase in the Contract of approximately 5.7%) and brings the total adjusted Contract Price to \$7,043,257.00; and

WHEREAS, Change order No. 1 has been reviewed by Billow Garrett Group Architects and Planners P.C. ("Billow Garrett") of Ridgefield Park, New Jersey, PVWC's consultant for this project, and a copy of Billow Garrett's letter dated January 24, 2020 recommending approval of Change Order No. 1 is attached hereto and made a part hereof as an attachment to the PVWC memorandum referenced and included in Exhibit A below; and

WHEREAS, the Executive Director, Director of Engineering, and the Director of Purchasing (and General Counsel as to form and legality)

have reviewed Billow Garrett's recommendations and concur with same, and a copy of the Director of Engineering's memorandum dated January 27, 2020 is attached hereto and made a part hereof as Exhibit A; and

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

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

1. That PVWC hereby approves Change Order No. 1 to Contract 19-B-22 in the amount of \$378,856.00, which brings the total adjusted Contract Price to \$7,043,257.00; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Change Order No. 1, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and 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 COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
KOLODZIEJ, J.

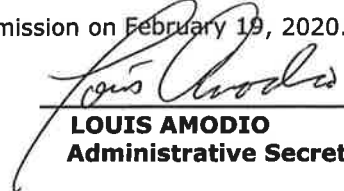


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

**CHANGE IN SCOPE OF CONTRACT 19-B-22 ENTITLED
"ARCHITECTUAL REHABILITATION OF PVWC'S MAIN PUMP
STATION, SUPERINTENDENT'S BUILDING AND JACKSON
AVENUE PUMP STATION, TOTOWA AND WAYNE, NEW JERSEY"**

CHANGE ORDER NO. 1

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JANUARY 27, 2020**

**BILLOW GARRETT'S CORRESPONDENCE
DATED JANUARY 24, 2020**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 27, 2020
To: Hon. Commissioners
From: J. Duprey
cc: J. Bella
G. Hanley
L. Amodio
G. Lucianin
Re: Project 19-B-22 entitled "Architectural Rehabilitation of PVWC's Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station, Totowa and Wayne, New Jersey" (hereinafter "Project" or "Contract")

Proposed Change Order No. 1 to the Contract adding \$378,856.00 to the Contract Price

Summary

The purpose of this Change Order is to amend the Contract Price to reflect the \$378,856.00 worth of additional work that was negotiated and agreed-upon.

It is recommended that PVWC approve proposed Change Order No. 1 to the Contract adding \$378,856.00 to the Contract Price (which equates to an increase in the Contract of approximately 5.7%) which would bring the total adjusted Contract Price to \$7,043,257.00.

This Change Order relates to adjustments to the scope of work as described in more detail in the attached breakdown of these additional work items and the costs related thereto.

Background

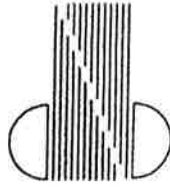
The Project was awarded to Phelps Construction Group, LLC ("Phelps") of Boonton, New Jersey at PVWC's Commission Meeting dated May 15, 2019 (PVWC Resolution No. 19-32) for a total bid price of \$6,664,401.00.

Change Order No. 1 modifies the scope of Contract Work to include the additional work required to address the existing unforeseen subsurface condition of excessive brittleness of the existing concrete panel substrate of the Main Pump Station roof system. This additional work includes placement of wood sheathing and fastening of same to the substrate using mechanical fasteners and specialized epoxy adhesive to properly secure the wood sheathing to the concrete panel substrate and to enable the new slate roof to be fastened to the said sheathing without damaging the concrete panel substrate.

Change Order No. 1 increases the total Contract Price by \$378,856.00 which brings the total adjusted Contract Price to \$7,043,257.00.

Change order No. 1 has been reviewed by Billow Garrett Group Architects and Planners P.C. ("Billow Garrett") of Ridgefield Park, New Jersey, PVWC's consultant for this project, and a copy of Billow Garrett's letter dated January 24, 2020 recommending approval of Change Order No. 1 is attached hereto. PVWC has reviewed Billow Garrett's recommendations and concurs with same.

Subject to review and approval by PVWC's Law Department, it is recommended that the Commission approve proposed Change Order No. 1 to the Contract as set forth hereinabove.



BILOW GARRETT GROUP • ARCHITECTS AND PLANNERS, P.C.
161 MAIN STREET • RIDGEFIELD PARK, NJ 07660 • (201) 807-0407 • FAX (201) 807-0513

DAVID N. BILOW, A.I.A.
ANTHONY GARRETT, A.I.A., LEED AP

MATTHEW J. SPAGNOLO, A.I.A., LEED AP
MATTHEW E. BILOW, A.I.A.

January 24, 2020

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

Attn: Ms. Julie Alesandrelli, P.E.

Re: **CONTRACT # 19-B-22**
ARCHITECTURAL REHABILITATION OF PVWC'S
MAIN PUMP STATION, SUPERINTENDENT'S BUILDING AND
JACKSON AVENUE PUMP STATION
TOTOWA AND WAYNE, NEW JERSEY
ADDITIONAL COSTS ASSOCIATED WITH UPGRADING
MAIN PUMP STATION ROOF SUBSTRATE

Dear Ms. Alesandrelli:

We are writing to summarize the conditions which promulgated the additional work associated with the existing conditions discovered at the roof substrate at the Main Pump Station and recommend approval of the requested change order. Phelps Construction conducted installation tests of the slate roof tiles on a sample of the existing concrete panel substrate. The tests revealed the existing precast concrete substrate was unable to accept the requisite slate shingle fasteners for the proposed replacement slate shingle roof in accordance with the recommended installation practices published by NRCA. The installation of the required fasteners (1-1/4" deep) caused spalling of the panels and shallow fasteners would not provide adequate fastening. This was an unknown condition.

Upon discovery the team collaborated on a number of alternate strategies to address the issue. The most effective solution is a new layer of 3/4" plywood sheathing over the existing concrete panel substrate fastening it directly to the existing roof substrate and fastening the new slate to the sheathing. The team investigated alternate solutions including use of synthetic slate and asphalt shingles (both were considered during the design process), but after analyzing the life cycle replacement costs, we determined the slate option is the most cost effective over time. This information is summarized in our letters dated, November 19, 2019, with attachments and is provided with this letter.

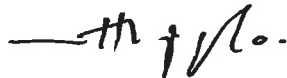
Passaic Valley Water Commission
Attn: Ms. Julie Alesandrelli, P.E.
January 24, 2020
Page 2 of 2

The method of attachment for the new sheathing will include mechanical fasteners and adhesive. Again collaborating with the team, we determined the fastening should include fastening the new plywood to the existing concrete substrate with ½" diameter Hilti KWIK HUS-EZ with 2-1/4" embedment on a grid of 24" o.c. along with Sikaflex-11-FC at 4" o.c. Since the condition is not a common condition, we will require an in situ pullout test will be performed on a minimum 2' x 4' area (up to a full sheet of plywood) with a minimum pulling force of 180 pounds or until failure. This will allow us to verify the viability of the approach prior to full installation. In addition, we will also have the contractor perform the test with the same approach indicated above except with the adhesive at 12" o.c. If this passes the test, it will significantly reduce the costs described below.

We recommend proceeding with the new slate shingle roof system, as originally specified in the contract documents, along with the new layer of plywood sheathing fastened to the existing concrete panel substrate as documented above (mechanical fasteners and adhesive at 4" o.c.), to address the unknown existing condition. The cost for this additional work is \$378,856.00. The backup is attached to this letter. The final price was negotiated with Phelps Construction and reduced the overall costs from what was originally presented.

If you have any questions or require any additional information in this matter, do not hesitate to contact our office.

Very truly yours,



Matthew J. Spagnolo, A.I.A., LEED AP BD+C
Bilow Garrett Group
Architects and Planners, P.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: **19-B-22 - Phelps Construction Group
Change Order No. 1**

Amount of Project or Contract: \$378,856.00

1. Acct: # 001-0901-419.95-09 Capital / Bldgs/Structures-Off Site Architectural Rehabilitation of PVWC's Main Pump Station, Superintendent's Building & Jackson Ave Pump Station Totowa & Wayne NJ

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

Other comments: CHANGE ORDER NO.1

Date of Certification: 01/29/2020 Certified: \$378,856.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION 20-18
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, on January 7, 2020 notwithstanding solicitation of bids to numerous potential bidders, only one (1) bid was received by PVWC for Contract No. 20-B-1 "Sulfuric Acid"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated January 29, 2020 from the Director of Engineering, and a memorandum dated January 29, 2020 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid and qualifications of bidder therefor; and

WHEREAS, the responsible bid submitted for this contract was that of Univar Solutions USA, Inc. of Morrisville, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 750,000 gallons, in the amount of \$1,055,700.00; and

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

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

1. That Contract No. 20-B-1 "Sulfuric Acid"; in the total amount of \$1,055,700.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 20-B-1 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>
VAN RENSA LIER, R.	<u>X</u>	—	—	—
COTTON, E.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
KOLODZIEJ, J.

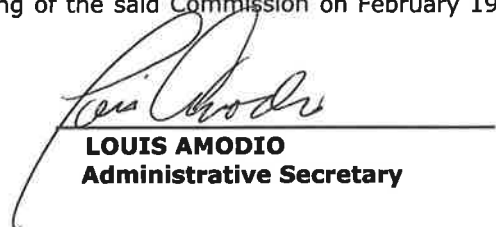


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 29, 2020
To: Hon. Commissioners
From: J. Duprey
cc: J. Bella
G. Hanley
L. Amodio
G. Lucianin
Re: Contract 20-B-1 "Sulfuric Acid"
One Bid Received January 7, 2020

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why only one bid was received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

Notwithstanding solicitation of bids to potential bidders, when the contracts for sulfuric acid were previously bid under Contract 14-B-2 and again under Contract 16-B-1, only one bid was received each time, and each Contract subsequently awarded to the same vendor, namely Univar USA, for the same stipulated quantity of product.

When the sulfuric acid contract came due for bidding again, notwithstanding solicitation of bids to potential bidders, on January 7, 2020 one bid was received for Contract 20-B-1 "Sulfuric Acid", again with the same vendor for the same stipulated quantity of product.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These highly specialized services are provided by a relatively limited number of vendors, thereby limiting the number of bidders both qualified and capable of performing the required Work and willing to satisfy PVWC's public entity bidding requirements.

Subject to review and approval by the Law Department, it is recommended that the Contract 20-B-1 be awarded to the responsible responsive bidder.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 29, 2020

FROM: Purchasing Department

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

RE: Contract # 20-B-1 – Sulfuric Acid

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

One bid was received, that of **Univar, USA, Inc.**, of Morrisville, Pennsylvania, in the amount of **\$1,055,700.00**.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **20-B-1 - Univar, USA, Inc.**

Amount of Project or Contract: \$ 1,055,700.00

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

Specific Appropriation to which expenditures will be charged: Budget 2020/2021/2022

Other comments: Two (2) Year Contract Commencing: February 2020
Sulfuric Acid

Date of Certification: 01/29/2020 Certified: \$ 1,055,700.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract # 20-B-1
Sulfuric Acid

Bids Received: January 7, 2020

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Univar USA, Inc. 17 Demarest Drive Wayne, New Jersey 07470 mcalvitti@salomone.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$1,4076/Gallon \$1,055,700.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
PVS Chemicals 10900 Harper Ave Detroit, MI 48213 siones@pvschemicals.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION 20-19
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, on January 21, 2020 two (2) bids were received by PVWC for Contract No. 20-B-3 "Water Meter Reading and Related Services"; and

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

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

WHEREAS, the numerical low bid submitted by MeterTek Utility Services, Inc. of Kenilworth, New Jersey ("MeterTek") failed to include a proper consent of surety with their bid, which is in contravention of the Local Public Contracts Law and the bid specifications; and

WHEREAS, this material non-curable defect (MeterTek's failure to include a proper consent of surety with their bid) thereby disqualifies their bid; and

WHEREAS, copies of the Director of Engineering's memorandum dated January 29, 2020, and the Director of Purchasing's memorandum dated January 29, 2020, along with copies of other relevant correspondence referenced below, are attached hereto and made a part hereof; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Inframark, LLC of Horsham, Pennsylvania (the "Awardee") with respect to said bid in the amount of \$1,708,300.00; and

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


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

1. That Contract No. 20-B-3 "Water Meter Reading and Related Services" in the total amount of \$1,708,300.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 20-B-3 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
KOLODZIEJ, J.

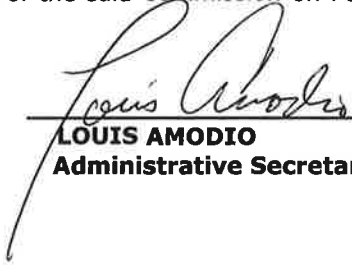


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 29, 2020
To: Hon. Commissioners
From: J. Duprey
cc: J. Bella
G. Hanley
L. Amodio
G. Lucianin
Re: Contract 20-B-3 "Water Meter Reading and Related Services" Two Bids Received January 21, 2016

On January 21, 2016 two (2) bids were received by PVWC for Contract No. 20-B-3 "Water Meter Reading and Related Services".

The numerical low bid submitted by MeterTek Utility Services, Inc. of Kenilworth, New Jersey ("MeterTek") failed to include a proper consent of surety with their bid, which is in contravention of the Local Public Contracts Law and the bid specifications. This material non-curable defect (MeterTek's failure to include a proper consent of surety with their bid) thereby disqualifies their bid.

Therefore, the lowest responsible, responsive bid submitted for this contract was that of Inframark, LLC of Horsham, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$1,708,300.00.

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why a limited number of bids were received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These specialized services are provided by a relatively limited number of vendors, thereby limiting the number of bidders both qualified and capable of performing the required Work and willing to satisfy PVWC's public entity bidding requirements.

Subject to review and approval by the Law Department, it is recommended that the above-referenced Contract be awarded to the lowest responsible bidder in the total amount of their bid.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 29, 2020

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 20-B-3**
Water Meter Reading and Related Services

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

Of the two (2) bids received, one Bid did not have a Consent of Surety so the lowest responsive and responsible proposal was submitted by **Inframark, LLC** of Horsham, PA, in the amount of **\$1,708,300.00**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **20-B-3 - Inframark, LLC**


Amount of Project or Contract: \$ 1,708,300.00

1. Acct: # 001-0601-416-72-10 Purchases-Services / Outside Meter Reading

Specific Appropriation to which expenditures will be charged: Budget 2020/2021/2022

Other comments: Three (3) Year Contract Commencing: February 2020
Water Meter Reading and Related Services

Date of Certification: 01/29/2020 Certified: \$ 1,708,300.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract # 20-B-3
Water Meter Reading and Related Services

Bids Received 01/21/2020

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Bernex, Inc. 1380 Dublin Road Ste 200 Columbus, Ohio 43215 dmack@bermexinc.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
MeterTek 20 Lafayette Place Kenilworth, NJ 07033 clor@metertek.net	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Inframark LLC 200 Gibraltar Road Ste 200 Horsham, PA 19044 ivarley@stes.com tom.varley@inframark.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$1,708,300.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PWWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION 20-20
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, on January 21, 2020 one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-5 "Liquid Oxygen"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated January 27, 2020 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; and

WHEREAS, the bid submitted by Airgas USA, LLC ("Airgas") of Chicago, Illinois included material qualifications and exceptions to the Bidding Documents, and which material defects are in contravention of the Local Public Contracts Law and the Bid Documents; and

WHEREAS, these material non-curable defects (Airgas'), thereby disqualifies Airgas' bid; and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the one bid received, and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Executive Director, Chief Financial Officer, Director of Engineering, and Director of Purchasing (and PVWC's General Counsel as to form and legality) and have determined that it is

appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

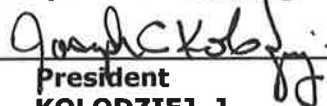
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That one bid received by PVWC on January 21, 2020 with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 20-B-5 "Liquid Oxygen" in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
KOLODZIEJ, J.



Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 27, 2020

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 20-B-5**
Liquid Oxygen

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

One (1) bid was received by Airgas USA, LLC, of Chicago, IL, and the apparent low bidder included qualifications which are not curable in their proposal.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

Contract 20-B-5
Liquid Oxygen

Bids Received 01/21/2020

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Air Products & Chemicals, Inc. 7201 Hamilton Boulevard Allentown, Pennsylvania 18195 chordake@airproducts.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Matheson Tri-Gas 166 Keystone Dr Montgomeryville, PA 18936 amy.waszczak@airliquide.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Praxair, Inc. 7000 High Grove Boulevard Burr Ridge, Illinois 60527 kimberley_howard@praxair.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Airgas USA, LLC 6990 Snowdrift Road - Building A Allentown, Pennsylvania 18106 john.imgrund@airgas.com	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$85.35 Per Tn \$361,520.28	Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION 20-21
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, on January 21, 2020 only one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-6 "Liquid Ferric Sulfate"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated January 29, 2020 from the Director of Engineering, and a memorandum dated January 29, 2020 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; and

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

WHEREAS, the responsible bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, based on the estimated quantity of 1,100 dry tons, in the amount of \$2,270,400.00; and

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

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

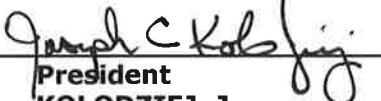
1. That Contract No. 20-B-6 "Liquid Ferric Sulfate" in the total amount of \$2,270,400.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 20-B-6 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

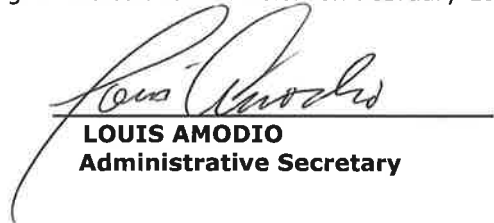

 President
KOLODZIEJ, J.


 Secretary
GERALD FRIEND

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 February 19, 2020.


LOUIS AMODIO
 Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 29, 2020
To: Hon. Commissioners
From: J. Duprey
cc: J. Bella
G. Hanley
L. Amodio
G. Lucianin
Re: Contract 20-B-6 "Liquid Ferric Sulfate"
One Bid Received January 21, 2020

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why only one bid was received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

In addition to the one bid received from Kemira Water Solutions, Inc. of Lawrence, Kansas, PVWC also received two (2) "No Bid" letters from vendors indicating they were unable to submit a bid at this time, but that they plan to submit bids in the future for the future replacement contract when Contract 20-B-6 expires.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These highly specialized services are provided by a relatively limited number of vendors, thereby limiting the number of bidders both qualified and capable of performing the required Work and willing to satisfy PVWC's public entity bidding requirements.

Subject to review and approval by the Law Department, it is recommended that the Contract 20-B-6 be awarded to the responsible responsive bidder.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 29, 2020

FROM: Purchasing Department

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

RE: **Contract # 20-B-6**
Liquid Ferric Sulfate

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

Of the one (1) bid received, the lowest responsive and responsible proposal was submitted by Kemira Water Solutions, Inc. of Lawrence, Kansas, in the amount of \$2,270,400.00

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **20-B-6 - Kemira Water Solutions, Inc.**

Amount of Project or Contract: \$2,270,400.00

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

Specific Appropriation to which expenditures will be charged: Budget 2020/2021

Other comments: One Year Contract Commencing: February 2020
Liquid Ferric Sulfate

Date of Certification: 1/29/2020 Certified: \$2,270,400.00



Vitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract 20-B-6
Liquid Ferric Sulfate

Bids Received 01/21/2020

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Kemira Water Solutions, Inc. 4321 W. 6th Street Lawrence, Kansas 66049 brittany.jarvis@kemira.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$2,270,400.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
USALCO 2601 Cannery Ave Baltimore, MD 21226 ccovallt@usalco.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Pencco, Inc PO Box 600 San Felipe, Tx 77473 jgualierdo@pencco.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$	No Bid Letter	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Coyn Chemical 3015 State Road Croydon, F Croydon, bnyno@chemtradelogistics.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	No Bid Letter	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION 20-22
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 20-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, on January 30, 2020 PVWC received a response (the "Response") from the firm of Wielkottz & Company, LLC. of Pompton Lakes, New Jersey (the "Awardee") to provide professional services (or extraordinary unspecifiable services) related to the Project; and

WHEREAS, PVWC's Comptroller has reviewed the Proposal and recommends award to the Awardee, and a memorandum dated January 31, 2020 from the Comptroller is attached hereto and made a

part hereof, and the Executive Director, Director of Engineering (and the General Counsel as to form and legality) have reviewed the referenced memorandum and concur with same; and

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

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

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$43,000.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of

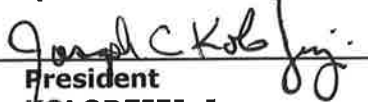
PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>
VAN RENSA LIER, R.	<u>X</u>	—	—	—
COTTON, E.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



 President
KOLODZIEJ, J.




 Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
 Administrative Secretary

Passaic Valley Water Commission

Inter-office Memo

To: President Joe Kolodziej
Hon. Board of Commissioners

Date: January 31, 2020

From: Yitzchak Weiss, CFO

Re: Recommendation for Professional Services

Upon review of the submitted proposal and after taking into account past performance for services provided and costs proposed, the consensus of the Finance Committee is to recommend the following professional to be appointed for 2020:

Auditor: Wielkocz & Company, LLC

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Yitzchak Weiss', with a long horizontal flourish extending to the right.

Yitzchak Weiss, CPA
Comptroller/CFO

cc: George T. Hanley Esq., General Counsel
Joseph A. Bella, Executive Director

PASSAIC VALLEY WATER COMMISSION OWNERSHIP

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (ORDINARY
UNSPECIFIABLE SERVICES)

IDENTIFICATION PAGE

BRC

EEO

A. Name of Firm⁽¹⁾ WIELKOTZ & COMPANY, LLC

B. Mailing Address of Firm: 401 WANAQUE AVENUE
POMPTON LAKES, NJ 07442

C. Firm's Primary Contact Person for this Project:

- 1. Name: STEVEN D. WIELKOTZ
- 2. Telephone Number: 973-835-7900 EXT. 201
- 3. Facsimile Number: 973-835-6631
- 4. E-mail Address: sdw@w-cpa.com

D. Firm's Alternate Contact Person for this Project:

- 1. Name: ROBERT MCNINCH
- 2. Telephone Number: 973-835-7900 EXT. 203
- 3. Facsimile Number: 973-835-6631
- 4. E-mail Address: rmcninch@w-cpa.com

E. Contact Information for Firm's Proposed Subcontractor, if any:

- 1. Name of Subcontractor's Firm: N/A
- 2. Address of Subcontractor's Firm: N/A
- 3. Subcontractor's Contact Person: N/A
- 4. Telephone Number: N/A
- 5. Facsimile Number: N/A
- 6. E-mail Address: N/A

F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:

(Attach Additional Sheets as Required)

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

Project # 20-P-8
 Proposal For Auditing Services

Proposals | Received January 30, 2020

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferraioli, Wielkotz, Cerullo & Cuva 401 Wanaque Ave Pompton Lakes, NJ 07442 Steven D. Wielkotz wielkotz@optonline.net		\$43,000.00	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
			<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO (Signed no cert) <input type="checkbox"/> Insurance <input type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

FORM OF AGREEMENT

EXHIBIT A

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 20-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated January 30, 2020, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not to exceed \$43,000.00. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WIELKOTZ & COMPANY, LLC

Witness or Attest

By: _____
Secretary

By: _____
Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JOSEPH KOLODZIEJ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

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

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

EXHIBIT B

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

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-8
PROFESSIONAL SERVICES FOR
PUBLIC AUDITOR**

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-8 – Professional Services for Auditor.
(Wielkotz & Company, LLC).

Amount of Project or Contract not to exceed: **\$43,000**

1. Acct #: 001-0901-419.32-01 **BUDGET 2020**

Other Comments: **Professional Services**

Date of Certification: January 31, 2020



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

RESOLUTION 20-23
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 20-P-60 entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

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

WHEREAS, the Proposal received on February 6, 2020 for the Project was that of JGSC Group, LLC ("JGSC") of Merchantville, New Jersey, and the Executive Director and the Director of Engineering

(and the General Counsel as to form and legality) have reviewed JGSC's Proposal; and

WHEREAS, in subsequent discussions and negotiations with JGSC, it was agreed that the not-to-exceed hours stipulated by PVWC in the Request for Proposals ("RFP") for the scope of work set forth therein could be reduced without compromising PVWC's goals and objectives established for the Project for the scope of work and related tasks set forth in the RFP, and a copy of JGSC's Proposal (along with JGSC's subsequent correspondence dated February 11, 2020 agreeing to the said modifications), collectively referred to herein as the "Modified Proposal"), is attached hereto and made a part hereof as Exhibit B referenced below; and

WHEREAS, JGSC (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the Modified Proposal; and

WHEREAS, reimbursement shall be on a Take-and-Pay, Time-and-Materials basis, not to exceed the reduced amount of \$139,912.00 for professional services related to the Project, and a copy of the Executive Director's and the Director of Engineering's memorandum dated February 11, 2020 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, continuation of these services is needed for PVWC to remain in compliance with the Second Amended Administrative Consent Order (SAACO) which, among other things, requires PVWC to provide public outreach and public participation services for the Water Storage Improvement Projects; and

WHEREAS, the Awardee has, and continues to, provide professional services related to the Project consistently and reliably and effectively and efficiently on an as-needed, as-requested basis, and the Awardee's Response will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit C; 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 solicitation and the Awardee's Modified Proposal (as indicated in Exhibit B), are also on file in the office of the Administrative Secretary and available for public inspection; and

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Modified Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$139,912.00; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>
VAN RENSA LIER, R.	<u>X</u>	—	—	—
COTTON, E.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
KOLODZIEJ, J.

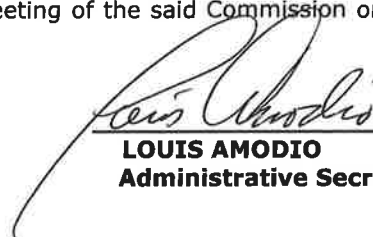


Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-60
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

**PVWC'S EXECUTIVE DIRECTOR'S AND DIRECTOR
OF ENGINEERING'S MEMORANDUM DATED
FEBRUARY 11, 2020**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 11, 2020

To: Hon. Commissioners

From: J. Bella & Duprey

C: G. Hanley
L. Amodio
G. Lucianin

Re: Request for the Commission to Award Project 20-P-60 "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (the "Project").

Summary

It is recommended that the Commission approve award of the above-referenced Project to JGSC Group, LLC ("JGSC Group") of Merchantville, New Jersey with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$139,912.00.

This reduced amount is based on a negotiated reduction in the not-to-exceed hours stipulated by PVWC in the Request for Proposals ("RFP") for the scope of work set forth therein, and without compromising PVWC's goals and objectives established for the Project for the said scope of work and related tasks set forth in the RFP.

Continuation of these services is needed for PVWC to remain in compliance with the Second Amended Administrative Consent Order (SAACO) which, among other things, requires PVWC to provide public outreach and public participation services for the Water Storage Improvement Projects.

Background

PVWC solicited for professional services (or extraordinary unspecifiable Services) for Project No. 20-P-60 entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law").

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

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 services provider (or provider of extraordinary unspecifiable services).

The Proposal received February 6, 2020 for the Project was that of JGSC Group, LLC ("JGSC") of Merchantville, New Jersey. In subsequent discussions and negotiations with JGSC, it was agreed that the not-to-exceed hours stipulated by PVWC in the Request for Proposals ("RFP") for the scope of work set forth therein could be reduced without compromising PVWC's goals and objectives established for the Project for the scope of work and related tasks set forth in the RFP, and a copy of JGSC's Proposal (along with JGSC's subsequent correspondence dated February 11, 2020 agreeing to the said modifications) and collectively referred to herein as the "Modified Proposal", is attached hereto as Exhibit B.

JGSC (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the Modified Proposal. Reimbursement shall be on a Take-and-Pay, Time-and-Materials basis, not to exceed the reduced amount of \$139,912.00.

The Awardee has, and continues to, provide professional services related to the Project consistently and reliably and effectively and efficiently on an as-needed, as-requested basis.

The Modified Proposal will be incorporated into the Contract, a form of which is attached hereto as Exhibit C.

Subject to review and approval by the Law Department, it is recommended that the Project 20-P-60 be awarded JGSC Group, LLC ("JGSC Group") in the not-to-exceed, reduced total amount of \$139,912.00.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-60
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

**JGSC'S PROPOSAL DATED FEBRUARY 6, 2020
AND SUBSEQUENT JGSC'S CORRESPONDENCE
DATED FEBRUARY 11, 2020**

(COLLECTIVELY, THE "MODIFIED PROPOSAL")

EXHIBIT B

Duprey, Jim

From: Duprey, Jim
Sent: Tuesday, February 11, 2020 4:39 PM
To: 'jgetz@jgscgroup.com'
Subject: FW: Negotiated pricing for proposal
Attachments: REVISED_20P60_Fees.pdf

Thanks.

From: Joseph Getz [mailto:jgetz@jgscgroup.com]
Sent: Tuesday, February 11, 2020 2:49 PM
To: Duprey, Jim <JDUPREY@PVWC.com>
Cc: Bella, Joe <jbella@pvwc.com>
Subject: Negotiated pricing for proposal

This email is to document our discussions and negotiations of today as it relates our proposal to provide community outreach and participation services.

As we indicated in our proposal, we believe the formula used to calculate hours and fees resulted in artificially high numbers. Based upon our negotiations of today, JGSC has reviewed the scope of services and we believe we can meet the requirements of the RFP in a total of 834 hours at a total fee of \$139,912.

I have attached a revised page showing the negotiated hours and fees would be allocated across the tasks described in Appendix D, Sections D1 through D9.

Please advise if this is acceptable and if you have any further questions. Thank you.

Joe Getz, *Principal*

JGSCGroup
PO BOX 1148
MERCHANTVILLE, NJ 08109
P: 856.662.8800
JGSCgroup.com

Follow us on [Facebook](#) & [Twitter](#)



Schedule of Fees (Negotiated 2/11/20)

As requested in Appendix F of the Request for Proposals, following are the hourly rates for the services described in this proposal. These rates are effective January 1, 2020 and will remain in effect through December 31, 2021.


NAME	CLASSIFICATION	RATE
Joseph Getz.....	Sr. Staff/Management.....	\$180.00 per hour
Lendel Jones.....	Jr. Staff.....	\$150.00 per hour
Mark Lohbauer.....	Jr. Staff.....	\$150.00 per hour
JGSC Staff.....	Administrative.....	\$90.00 per hour

As requested in Appendix D, Section E of the Request for Proposals: JGSC Group does not anticipate any out-of-pocket expenses related to this proposal.

Further, while JGSC Group is completely capable of providing the services outlined in Appendix D, Section D1 through D9, we do not believe it is possible to predict, with any degree of accuracy, how many hours of effort will be required to accomplish each of the tasks outlined in this section. Our experience of the past 43 months demonstrates that our efforts are widely influenced by external pressures that require us to be responsive and reactive, rather than simply charting a course forward.

In an effort to be compliant, we submitted a proposed allocation of hours and corresponding dollars as part of our proposal. However, we have revised the below table based on our discussions and subsequent negotiations with PWWC. The following table, is based on a negotiated total of 834 hours of efforts by senior staff, junior staff, management and administration.

Table of proposed hours and corresponding dollars	Hours	Cost
Section D1: Grass roots building.....	79 hours.....	\$13,181
Section D2: Communications with consumers & businesses.....	356 hours.....	59,813
Section D3: Media relations (1 st listing).....	44 hours.....	7,477
Section D4: Communications with community organizations.....	133 hours.....	22,430
Section D5: Media relations (2 nd listing).....	44 hours.....	7,477
Section D6: Communications materials.....	132 hours.....	21,960
Section D7: Apparent typo		
Section D8: Outreach: services regulatory matters.....	23 hours.....	3,788
Section D9: Outreach: miscellaneous projects.....	23 hours.....	3,788
Totals: Section D1 through D9:.....	834 hours.....	\$139,912



A proposal to provide public
outreach and participation
for the Water Storage
Improvement Projects

Project No. 20-P-60

COPY

JGSCGroup

Contact: Joseph Gutz, Principal
Phone: 856-612-8800
Email: jgutz@jgscgroup.com

PASSAIC VALLEY WATER COMMISSION

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

IDENTIFICATION PAGE

- A. Name of Firm⁽¹⁾ JGSC Group, LLC
- B. Mailing Address of Firm: PO Box 1148
Merchantville, NJ 08109
- C. Firm's Primary Contact Person for this Project:
1. Name: Joseph Getz, Principal
 2. Telephone Number: 856-662-8800 x 702
 3. Facsimile Number: 856-662-8800
 4. E-mail Address: jgetz@jgscgroup.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: _____
 2. Telephone Number: _____
 3. Facsimile Number: _____
 4. E-mail Address: _____
- E. Contact Information for Firm's Proposed Subcontractor, If any:
1. Name of Subcontractor's Firm: See next page
 2. Address of Subcontractor's Firm: _____
 3. Subcontractor's Contact Person: _____
 4. Telephone Number : _____
 5. Facsimile Number: _____
 6. E-mail Address: _____
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), If any:
(Attach Additional Sheets as Required)

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

PASSAIC VALLEY WATER COMMISSION
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY
UNSPECIFIABLE SERVICES)

IDENTIFICATION PAGE (Continued)

Our team includes an associate who has been a part of this project for the past 4 years.

Lendel Jones, Technical Advisor – Lendel Jones is 20 year veteran of the water and wastewater industry and a former Vice President of Community Affairs and Government Relations for New Jersey American Water. Later, she served as Director of Government Affairs for American Water. She has extensive experience with PVWC projects and has been influential in the community and media outreach portions fo the Levine Reservoir project. Lendel will assist in providing outreach consulting and guidance, and community engagement services.

PASSAIC VALLEY WATER COMMISSION

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

EXPERIENCE/REPUTATION

Responders to the Request for Proposals shall include a narrative to address this Section
(Additional detail may be provided in the Proposal)

JGSC Group possesses extensive experience in the field of community outreach and engagement. Our team has more than 85 years combined experience in providing community outreach and engagement services to water and wastewater providers, public-sector agencies, and private-sector firms. In addition, JGSC Group enjoys a stellar reputation for its skill sets and accomplishments, especially with respect to this project.

We have direct, relevant experience with PVWC's water storage improvement projects and, we believe, this experience makes us uniquely qualified to provide the services specified in this RFP. Specifically, we have provided public outreach and engagement services for the Levine Reservoir and New Street Reservoir projects since 2015. Our participation provided direct benefits to PVWC in the following areas:

1. helped PVWC improve relationships with media outlets in an around the region, resulting in more positive reporting about the project;
2. created and implemented enhanced communications between PVWC executive staff and local and regional public officials, resulting in the improved distribution of information and reduced criticism of the project from public officials;
3. produced educational and informational materials that were distributed system-wide to PVWC customers, resulting in a better public understanding of the project;
4. conducted a consumer survey that dispelled rumors about opposition to the project and provide measurable evidence of public support for the project; and,
5. coordinated the development of an in-house public outreach team that has begun building relationships and working with local community organizations to educate area residents of the need for the water improvement storage project and the risks of lead in drinking water.

In addition to the above direct project experience, we also possess considerable experience in four key areas that are directly relevant to this RFP:

1. Over 50 years combined experience in public outreach and engagement for water and wastewater providers;

EXPERIENCE / REPUTATION (Continued)

2. Recognition among peers, colleagues and professional organizations as a leader in marketing, community outreach, and strategies for public outreach;
3. More than a decade's experience as instructors (including facilitating training sessions) in, among other things, outreach and community engagement strategies and techniques; and,
4. Public outreach and engagement for more than 160 public and private-sector clients in 19 states across the country.

The following provides more complete detail about our specific experience.

Experience with community and government relations with water and wastewater projects:

- Passaic Valley Water Commission
- New Jersey American Water
- American Water
- American Anglian Environmental Technologies
- Buffalo, NY
- Scranton, PA
- Camden City, NJ
- Camden County, NJ

JGSC enjoys a stellar reputation among its colleagues, current and past clients, and industry professionals across the country. In addition to providing services for our clients, we have served as lecturers and speakers at professional conferences including:

- American Planning Association (National and New Jersey chapter);
- National Trust for Historic Preservation;
- National Main Streets Conference;
- Main Street New Jersey;
- Downtown New Jersey;
- New Jersey Downtown Revitalization Institute;
- NJ Governor's Conference on Housing & Economic Development
- New Jersey League of Municipalities;
- New York City Small Business Services
- Main Street Delaware
- Main Street New Mexico
- International Economic Development Council;
- Local Initiatives Support Corporation (LISC), and others.

EXPERIENCE / REPUTATION (Continued)

We have also been retained to provide training to public- and private-sector employees in areas including outreach and community engagement strategies and techniques for:

- City of New York, Department of Small Business Services (4 years)
- New Jersey Downtown Management Institute (11 years)
- Coro Leadership New York (2 years)
- Drexel University, Philadelphia (2 years)

Following is a list of our experience with community outreach and engagement, strategic planning and project management services for public- and private-sector clients:

<u>CLIENT/SERVICES</u>	<u>Outreach & Engagement</u>	<u>Strategic Planning</u>	<u>Project Management</u>
42nd Street/Times Square, NY	Yes		Yes
Atlantic Center, Brooklyn, NY	Yes		Yes
Bay Street Center, Staten Island, NY	Yes		Yes
Beach 116th St, Queens, NY	Yes	Yes	Yes
Beach Haven, NJ	Yes	Yes	Yes
Belmont BID, Little Italy, Bronx NY	Yes	Yes	Yes
Bergenfield, NJ	Yes	Yes	Yes
Bedford-Stuyvesant, Brooklyn, NY	Yes	Yes	Yes
Bloomington, NJ	Yes	Yes	Yes
Boyertown, PA	Yes	Yes	Yes
Bridge St, Brooklyn, NY	Yes	Yes	Yes
Bronx Commons, Bronx, NY		Yes	
Burlington, NJ		Yes	Yes
Buffalo, NY	Yes	Yes	Yes
Byram, NJ	Yes	Yes	Yes
Carteret, NJ	Yes	Yes	Yes
Carver Fed Savings Bank, NYC, NY		Yes	
Central Avenue SID, Jersey City, NJ		Yes	Yes
Centreville, MD	Yes	Yes	Yes
Cherry Hill Mall, Cherry Hill, NJ	Yes	Yes	Yes
Chinatown, Manhattan, NY	Yes	Yes	Yes
Clayton, NJ	Yes	Yes	
Collegeville, PA	Yes	Yes	Yes

EXPERIENCE / REPUTATION (Continued)

CLIENT/SERVICES (Continued)	Outreach & Engagement	Strategic Planning	Project Management
Columbia Park Ctr, North Bergen, NJ	Yes		Yes
Copperas Cove, TX	Yes		Yes
Decatur, IL		Yes	Yes
Deptford Township, NJ	Yes	Yes	
Detroit, MI (LISC)		Yes	Yes
Downtown Alliance, Manhattan, NY	Yes		Yes
East Greenwich, NJ	Yes	Yes	
East New York, Brooklyn, NY	Yes	Yes	Yes
East Village, Manhattan, NY	Yes		Yes
Echelon Mall, Voorhees, NJ	Yes	Yes	Yes
Elk Township, NJ	Yes	Yes	
Elizabeth Avenue, Elizabeth, NJ	Yes	Yes	Yes
Fairfax, VA	Yes	Yes	Yes
Fairview Village, Camden		Yes	Yes
Fair Lawn, NJ (River Road)	Yes	Yes	Yes
Far Rockaway, Queens, NY	Yes	Yes	Yes
Flatbush Junction, Brooklyn, NJ	Yes	Yes	Yes
Fordham Road BID, Bronx, NY	Yes		Yes
Franklin Township, NJ	Yes	Yes	
Glassboro, NJ	Yes	Yes	Yes
Glen Cove, NY	Yes	Yes	
Gloucester City, NJ	Yes	Yes	Yes
Gloucester County, NJ	Yes	Yes	Yes
Great Falls Int'l Airport, MT	Yes	Yes	Yes
Greater Jamaica, Queens, NY	Yes	Yes	Yes
Green Acres Mall, Valley Stream, NY	Yes	Yes	Yes
Greenwich, NJ	Yes	Yes	
Hackettstown, NJ	Yes	Yes	Yes
Haddon Township, NJ	Yes	Yes	Yes
Harrison Township, NJ	Yes	Yes	
The Heights at Court St, Brooklyn, NY	Yes		Yes
HCCI Harlem, Manhattan, NY	Yes	Yes	Yes

EXPERIENCE / REPUTATION (Continued)

CLIENT/SERVICES (Continued)	Outreach & Engagement	Strategic Planning	Project Management
Heart of Brooklyn, Brooklyn, NY	Yes	Yes	Yes
Highland Park, NJ		Yes	Yes
Historic MESID, Elizabeth, NJ	Yes	Yes	Yes
Historic Tappen Park, Staten Island, NY		Yes	Yes
HUB/3rd Avenue, Bronx, NY	Yes	Yes	Yes
Hunting Park Center, Philadelphia PA	Yes		Yes
Indianapolis, IN (LISC)	Yes	Yes	Yes
Jamaica Center, Queens, NY	Yes	Yes	Yes
Jackson Hill SID, Jersey City, NJ	Yes	Yes	Yes
Jacksonville, FL (LISC)		Yes	Yes
Joliet, IL		Yes	Yes
Keansburg, NJ		Yes	Yes
Little Italy/Arthur Avenue, Bronx, NY	Yes	Yes	Yes
Logan Township, NJ	Yes	Yes	
Long Island City, Queens, NY		Yes	Yes
Main Street Delaware, DE		Yes	Yes
Main Street New Jersey, NJ	Yes	Yes	Yes
Main Street New Mexico, NM		Yes	Yes
Mantua Township, NJ	Yes	Yes	
Maple Shade, NJ		Yes	Yes
Maplewood, NJ	Yes	Yes	Yes
Marshall, IL		Yes	Yes
Maspeth Center, Queens, NY	Yes		Yes
Medford, NJ		Yes	
Merchantville, NJ		Yes	
Midland Ave, Staten Island, NY		Yes	Yes
Millville, NJ	Yes	Yes	Yes
MLK Drive, Jersey City, NJ	Yes	Yes	Yes
Moda, Queens, NY		Yes	Yes
Monroe Township, NJ	Yes	Yes	Yes
Monticello Avenue, Jersey City, NJ	Yes	Yes	Yes
Mount Holly, NJ		Yes	Yes

EXPERIENCE / REPUTATION (Continued)

<u>CLIENT/SERVICES (Continued)</u>	<u>Outreach & Engagement</u>	<u>Strategic Planning</u>	<u>Project Management</u>
National Park, NJ	Yes	Yes	
New Egypt, NY	Yes	Yes	
New Horizons Retail Ctr, Bronx, NY	Yes	Yes	Yes
New Jersey Future, NJ	Yes		Yes
New Rochelle, NY		Yes	
New York City, NY	Yes	Yes	Yes
Newfield, NJ	Yes	Yes	
Ocean City, NJ		Yes	Yes
Oswego, IL		Yes	Yes
Orange, NJ	Yes	Yes	Yes
Palmyra BID, Palmyra, NJ		Yes	Yes
Paulsboro, NJ	Yes	Yes	
Peekskill, NY	Yes	Yes	
Pemberton Township, NJ	Yes	Yes	Yes
Philadelphia, PA		Yes	
Phillipsburg, NJ	Yes	Yes	Yes
Pitkin Avenue BID, Brooklyn, NY	Yes	Yes	
Pitman, NJ	Yes	Yes	
Port Richmond, Staten Island, NY		Yes	Yes
Queens Center Mall, Queens, NY	Yes	Yes	Yes
Red Bank, NJ		Yes	
Red Hook, Brooklyn, NY	Yes	Yes	Yes
Rockaway, Queens, NY		Yes	Yes
Roselle Borough, NJ	Yes	Yes	Yes
Rowan Boulevard, Glassboro, NJ	Yes	Yes	Yes
Saint Paul, MN (LISC)		Yes	Yes
Salem, NJ	Yes	Yes	Yes
Scranton, PA	Yes	Yes	Yes
Shops at Bruckner, Bronx, NY	Yes		Yes
Shops at Northern Blvd, Queens, NY	Yes		Yes
Shops at Ocean One, Atlantic City, NJ			Yes
Shops at Richmond, Staten Island, NY	Yes		Yes

EXPERIENCE / REPUTATION (Continued)

<u>CLIENT/SERVICES (Continued)</u>	<u>Outreach & Engagement</u>	<u>Strategic Planning</u>	<u>Project Management</u>
Shops at Tilden Ave, Brooklyn, NY	Yes		Yes
Staten Island Chamber, Staten Island, NY	Yes	Yes	Yes
Staten Island Ferry Managemrnt Co., NYC		Yes	
Sunnyside BID, Queens, NY		Yes	Yes
South Harrison, NJ	Yes	Yes	
South Orange Village, NJ	Yes	Yes	Yes
Springfield, NJ	Yes	Yes	Yes
Swedesboro, NJ	Yes	Yes	
Tenafly, NJ	Yes	Yes	Yes
United North, Toledo, OH	Yes	Yes	Yes
Union Square BID, Manhattan, NY		Yes	
Union Township, NJ	Yes	Yes	Yes
Uptown Market, Toledo, OH	Yes	Yes	Yes
Vineland, NJ	Yes	Yes	Yes
Walla Walla, WA	Yes	Yes	
Washington Hts BID, Manhattan, NY	Yes	Yes	Yes
Washington Township, NJ	Yes	Yes	
Wenonah, NJ	Yes	Yes	
West Deptford, NJ	Yes	Yes	
West Orange, NJ	Yes	Yes	Yes
West Side Ave, Jersey City, NJ	Yes	Yes	Yes
Westchester Square, Bronx, NY		Yes	Yes
Woodbury, NJ	Yes	Yes	Yes
Woolwich, NJ	Yes	Yes	

PASSAIC VALLEY WATER COMMISSION

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

KNOWLEDGE OF SUBJECT MATTER

Responders to the Request for Proposals shall include a narrative and/or provide any documentation that may be considered responsive to address this Section.

(Additional detail may be provided in the Proposal)

Since July of 2015, JGSC has been continuously working on the PVWC water storage improvement project. During this time we have interacted with and gained direct knowledge about the subject matter, including the following topics.

Project need – We have a detailed understanding of the history of the project, including the regulatory and public health and safety issues that have made the project necessary.

Project history – We have a working knowledge of the various studies (feasibility study, engineering white paper, alternate site analysis, etc.) that have been prepared as part of this project. We understand how the findings and determinations of these studies have guided the development of this project.

Media relations – We have reviewed all available media reports going back to 2010, and since 2015, we have developed and implemented the media strategies for the project. Through our work in this area, we have developed working relationships with many of the local, regional and national media staff. Our work has resulted in a more positive shift in attitudes, among the media, about the water storage improvement projec.

Community relations – JGSC has developed an extensive understanding of, and relationships with, many key stakeholders in the community. These relationships have been developed with local, state and federal public officials, community organizations, opponents of the project, as well as a number of PVWC staff and commissioners.

Health and safety issues – Most importantly, we have gained a thorough understanding of how this project relates to public health and safety issues, such as lead in drinking water. We have worked diligently to raise media and public awareness about the health risks associated with the use of open finished water reservoirs, and the need to replace the estimated 14,000 customer-owned lead service lines throughout the PVWC system.

PASSAIC VALLEY WATER COMMISSION

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

AVAILABILITY OF PERSONNEL & RESOURCES

1. List the different disciplines of work performed by your Firm and their relative percentage of your total work (Firm as used herein refers to Professional/Professional's firm, as applicable).

Market/Economic Analysis – 50%, Public Outreach & Engagement – 50%

2. List what percentage of your total clientele and revenues would be represented by this Project.

30-35% % of total clientele 30% % of total revenues

3. List the job titles and number of full and/or part time support staff to be assigned to this Project.

Joseph Getz, Principal

Mark Lohbauer, Principal

Lendel Jones, Consultant

4. List the name and Firm affiliation (e.g. partner, associate) of each full and/or part-time professional to be assigned to this Project. Also, report the amount of turnover among professionals for the past five (5) years.

After 13 years with our firm, in 2017 Mark Lohbauer took a position as New Jersey State Director with the Regional Plan Association. After one year in that position, Mark returned to the JGSC Group as a Principal. Carol Jones, a former fulltime Principal with the firm, has reduced her role to that of an as-needed advisor.

5. Discuss how you would find/use experts and/or professionals to represent the Commission, if necessary, in specific areas of expertise.

We have demonstrated our ability to locate necessary experts for this project including video drone operators, language translators and similar persons. We are comfortable that we would be able to assist in finding experts/professionals related to the scope of this RFP.

6. Provide a description of your ability to accommodate all required meetings and the physical size of your offices.

Over the past 43 months, JGSC Group has been able to accommodate all necessary meetings. We believe this will not change in the foreseeable future.

PASSAIC VALLEY WATER COMMISSION

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

QUALIFICATIONS AND EXPERIENCE

Responders to the Request for Proposals shall include a narrative and/or any other documentation as a response to address this Section.

(Additional Detail may be Provided in the Proposal)

A. Name(s) of other professionals who may be recommended to supplement Professional's in-house expertise, or other specialized services. Please note their areas of expertise: (Add to this list if necessary):

1. Based upon our experience of the past 43 months, we do not anticipate the need to
2. engage other professionals as part of this project.

B. States in which the Responder holds current relevant licenses or certificates.

N/A

C. Years of experience as a professional/licensed professional practicing in New Jersey:

N/A

D. Current or Past Applicable Experience (Attach additional sheets as necessary)

JGSC has direct, relevant experience in outreach and engagement programs in both the private-
and public sectors. On pages 5 through 9, we've listed 142 projects that are similar to the scope
of this RFP. Most of these projects included the core components of this RFP: community outreach
and engagement; strategic planning; and project management.

In addition, we have JGSC consulted for American Water for 8 years on matters related to
government relations and consumer affairs. During this time, Joe Getz was involved in community
outreach and engagement, strategic planning and project management with projects in Buffalo,
NY; Kansas City, MO; Scranton, PA and other locations.

Still, we believe our most applicable experience is that which we have gained through our work on
this project over the past 43 months. During this time, we have demonstrated our ability to
successfully reach and educate consumers about the need for the project; establish and manage
relationships with the local, regional and national media; coordinate with and inform local, state
and federal officials on issues related to the project; and assist with the development on an in-
house outreach team to further educate and inform the public about the need for the project.

PASSAIC VALLEY WATER COMMISSION

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: JGSC Group, LLC

Address of Business: PO Box 1148, Merchantville, NJ 08109

Name of person completing this form: Joseph Getz, Principal

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for
automatic rejection of the bid or proposal**

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (Including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.
(Please attach additional sheets if more space is needed):

Name: Joseph Getz
Address: 2845 Powell Avenue
Pennsauken, NJ 0810

Name: N/A
Address: _____

Name: N/A
Address: _____

Name: N/A
Address: _____

Name: N/A
Address: _____

Name: N/A
Address: _____

Name: N/A

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Name: N/A

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Name: N/A

Address: _____

Name: N/A

Address: _____

Name: N/A

Address: _____

Name: N/A

Address: _____

Name: N/A

Address: _____

Name: N/A

Address: _____

Name: N/A

Address: _____

Name: N/A

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

N/A

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

N/A

Subscribed and sworn before

me this 5th day of

February, 20 20
(Notary Public)



JOSEPH GETZ (Affiant)

JOSEPH GETZ

PRINCIPAL
(Print name of affiant and title if applicable)

Patricia K. Ortiz

My Commission expires:

PATRICIA K. ORTIZ
NOTARY PUBLIC OF NEW JERSEY
Commission # 2446779
My Commission Expires 4/28/2024

PASSAIC VALLEY WATER COMMISSION

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Administrative Secretary of the Passaic Valley Water Commission ("PVWC") upon award of contract by PVWC.

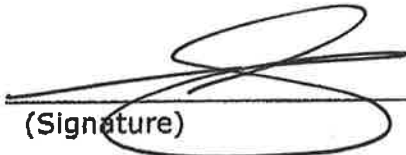
The minimum amount of insurance to be carried by the Professional Service Entity ("Vendor") shall be as set forth in the Form of Agreement provided by PVWC with respect to the proposal for which this is submitted:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$ 1,000,000.00 for each claim and \$ 2,000,000.00 aggregate each policy period.

[See Insurance Certificate attached hereto].
JGSC will furnish insurance certificate if selected

Acknowledgement of Insurance Requirement



(Signature)

February 5, 2020

(Date)

Joseph Getz, Principal

(Print Name and Title)

PASSAIC VALLEY WATER COMMISSION

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
(N.J.S.A. 10:5-31 and N.J.A.C. 17:27)

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful professional service entity (the "Vendor")'s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The Vendor shall submit to the Passaic Valley Water Commission ("PVWC"), after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to PVWC to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

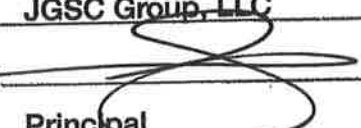
The successful Vendor may obtain the Employee Information Report (AA302) from PVWC during normal business hours.

The Vendor must submit the copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to PVWC, and the Vendor copy is retained by the Vendor.

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her Proposal/bid shall be rejected as non-responsive if said Vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The undersigned Vendor also acknowledges that it has carefully reviewed the Form of Agreement required to be executed by PVWC and can comply with the terms set forth therein, to the extent applicable as said terms relate to Equal Employment requirements.

COMPANY: JGSC Group, LLC
SIGNATURE:  PRINT NAME: Joseph Getz
TITLE: Principal DATE: February 5, 2020

NOTE: NO CONTRACT CAN BE AWARDED WITHOUT THE SUBMISSION OF ONE OF THE ABOVE ITEMS FOR PROOF OF AFFIRMATION ACTION PLAN, COMPLETED AND SUBMITTED TO THE DEPARTMENT OF PURCHASING.

A CONTRACTOR'S PROPOSAL/BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF P.L. C127 WITHIN THE TIME FRAME.

**ACKNOWLEDGMENT OF RECEIPT OF PVWC'S CHANGES TO
THE REQUEST FOR RESPONSES FOR THE PROJECT**

The undersigned authorized representative of the Responder hereby acknowledges receipt of the following notices, revisions, or addenda to the Public Notice and/or Request for Responses for the Project by indicating the date of receipt of each said notice, revision, and addendum issued by PVWC in the appropriate spaces provided below.

The authorized representative of the Responder hereby acknowledges that the submitted Response takes into account the provisions of all such notices, revisions or addendum, if any, issued by PVWC. Note that PVWC's record of notice to the Responder shall take precedence and that failure to include provisions of changes in a Responder's Response may be subject for rejection of the said Response.

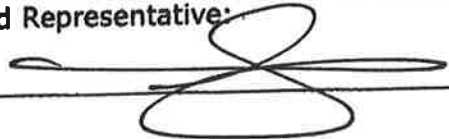
PVWC's Reference Number Or Title of Addendum/Revision	How Received (e-Mail, Mail, fax, pick-up, etc.)	Date Received
None Received		

Name of Bidder:

JGSC Group, LLC

By Authorized Representative:

Signature:



Printed Name and Title: Joseph Getz, Principal

Date: February 5, 2020

PASSAIC VALLEY WATER COMMISSION

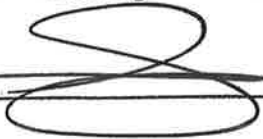
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies to Passaic Valley Water Commission ("PVWC"), County of Passaic, State of New Jersey, that in performing services to PVWC, He/She is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between Himself/Herself (or His/Her firm) and the interests of PVWC. The undersigned certifies that He/She has made a search of His/Her firm's client base and has executed this certification subsequent to such search.

The undersigned acknowledges this is a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for proposal. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, PVWC is free to terminate any professional services agreement entered into with the undersigned and/or His or Her firm.

Applicant's Signature: _____



Applicant's Name and Title (Type in Below):

Joseph Getz, Principal

Type Name of Applicant's Firm (Type in Below):

JGSC Group, LLC

Date: February 5, _____ , 2020

PASSAIC VALLEY WATER COMMISSION

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

NON-COLLUSION AFFIDAVIT

This Affidavit is to be filled out and executed by the Responder; If the response to the Request for Proposals is made by a partnership or corporation, then by its properly authorized agent.

STATE OF New Jersey)
) SS:
COUNTY OF Camden)

Joseph Getz

being first duly sworn, deposes and says that he/she is _____
Principal, sole stockholder
(sole owner, a partner, president, secretary, etc.)

of JGSC Group, LLC

the party making the enclosed Proposal; and say further that
JGSC Group, LLC

is or are the only or parties interested with the party making the Proposal in the profits or proceeds of any Contract which may result from the said Proposal; that the said Proposal is made without any connection or interest in the profits or proceeds thereof with any other person making any proposal for said Work; that no member of the Commission head of any department or bureau or employee therein or any official or officer of the Passaic Valley Water Commission, New Jersey, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Responder has not colluded, conspired, connived, or agreed, directly or indirectly, with any responder or person, to put in a sham proposal, or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Pricing in the Proposal of Affiant or in proposal of any other responder, or to fix any overhead, profit or cost element of said Pricing, or of that of any other responder, or to secure any advantage against the Passaic Valley Water Commission, or any person interested in the proposed Contract; and that all statements contained in said Proposal are true; that such Responder has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relevant thereto, to any association or to any member or agent thereof; and further says that all the statements made by him/her in said proposal are true.

Joseph Getz for JGSC Group, LLC PO Box 1148, Merchantville, NJ 08110

(Name and Address of Responder)

Joseph Getz, Principal, sole stockholder

(Name and Title of Affiant)

Subscribed and sworn before me this 5 day of

February, 2020

(Notary Public of) New Jersey

My commission expires: 4/28, 2024

Patricia K. Ortiz
PATRICIA K. ORTIZ
NOTARY PUBLIC OF NEW JERSEY
Commission # 2445779
My Commission Expires 4/28/2024

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the Passaic Water Valley Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN
(N.J.S.A. § 40A:11-2.1)


The Undersigned authorized representative of the bidder/vendor, of full age, does solemnly swear under oath under penalty of perjury that:

1. The bidder/vendor submitting this Certification is not identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. § 52:32-57b, as a person or entity engaging in investment activities in Iran as described in N.J.S.A. § 52:32-56f.
2. None of the subsidiaries, parent companies or affiliates of the bidder/vendor, as defined by N.J.S.A. 52:32-56e, are identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. § 52:32-57b, as a person or entity engaging in investment activities in Iran as described in N.J.S.A. § 52:32-56f.
3. I understand that the aforementioned list is maintained by the Department of the Treasury, and is currently available for review at the following website address:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>
4. I understand that in the event the undersigned is unable to make the above certification because one of its subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified in N.J.S.A. § 52:32-56f, the undersigned shall provide to this municipality, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.
5. I am authorized to execute this Certification on behalf of the bidder/vendor.

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

JGSC Group, LLC PO Box 1148, Merchantville, NJ 08109
(Name and Address of Bidder/Vendor)


Joseph Getz Principal
(Name and Title of Authorized Representative Signing this Certification)

February 5, 2020
(Date of Certification)

PASSAIC VALLEY WATER COMMISSION

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

SCHEDULE OF POLITICAL CONTRIBUTIONS/DONATIONS

(Pursuant to Subsection 2.a. of Chapter 271 of P.L. 2005)

APPENDIX A

Schedule of applicable political donations by any contributor as defined in the "Fair and Open Process" Statute, N.J.S.A. 19:44A-20.4 et seq. for the 12 months prior to submission:

None.

Submitted by: _____

Joseph Getz, Principal for JGSC Group, LLC

(Print name under line and sign above)

PASSAIC VALLEY WATER COMMISSION

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

CHECKLIST OF ADDITIONAL ITEMS TO BE SUBMITTED WITH RESPONSE

APPENDIX B

The following items as indicated below (✓), shall be provided with the receipt of sealed submissions:

- Disclosure of Ownership Form.....(✓)
- Insurance Requirements and Acknowledgement Form.....(✓)
- Mandatory Equal Employment Opportunity Notice.....(✓)
- Conflict of Interest Certification.....(✓)
- Non-Collusion Affidavit.....(✓)
- Copy of Responder's Business Registration Certificate as Issued by The State of New Jersey, Department of Treasury, Division of Revenue.....(✓)
- Certification of Investment Activities in Iran.....(✓)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
TAXPAYER NAME: JGSC GROUP LLC	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 223-878-201/000	SEQUENCE NUMBER: 1081188	
ADDRESS: 2846 POWELL AVE PENNSAUKEN NJ 08110	ISSUANCE DATE: 08/17/04	
EFFECTIVE DATE: 10/04/02	<i>J.P. & Tully</i> Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

Certification: 34333

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2010 to 15-AUG-2017

JGSC GROUP, LLC
16 N. CENTRE ST., 1ST FLOOR
MERCHANTVILLE NJ 08109

Andrew P. Sidamon-Eristoff
Andrew P. Sidamon-Eristoff
State Treasurer



Passaic Valley Water Commission

Exhibit "A" Professional's Proposal

Background

JGSC Group was retained, in July of 2015, by the Passaic Valley Water Commissioner (PVWC) to provide public outreach and engagement services for the Water Storage Improvement project. In response to the USEPA LT2 Rule, as well as an Administrative Consent Order with NJ DEP, PVWC was seeking to replace its three open finished water reservoirs (Levine, New Street and Great Notch) with enclosed water storage tanks.

Based on a number of engineering studies, PVWC had decided enclosed water storage tanks would be the most cost-efficient and secure method to store finished drinking water. The studies considered alternatives, such as covering the reservoirs but concluded that pre-stressed concrete tanks should be constructed on-site at the Levine and New Street reservoirs.

Our initial review found a chaotic situation dominated by public uproar against the project. In addition to numerous negative newspaper articles, there were opposition Facebook pages with more than 1,200 followers and a petition on Change.org demanding that the project be stopped had received more than 1,000 supporters.

In addition, the project had been publicly denounced by more than two dozen nearby communities, the NJ Senate, members of the state's congressional delegation, the Passaic Valley Board of Realtors and others. Further, news articles from the Bergen Record to the Wall Street Journal were openly critical of the project. Mayor Keith Kazmark of Woodland Park had taken a particularly active role in creating opposition about the project.

However, most of the objections were filled with misinformation, half-truths and untruths. Moreover, a series of meetings designed to educate the public had actually provided a platform to fuel opposition and allow for the spreading of further misinformation about the project.

When JGSC Group came on board, a strategy was developed to educate the public about the project while pushing back against those that were stoking fears and spreading misinformation about the project. This strategy included a focused effort on overcoming media bias in news reports.

Over the past 43 months, JGSC Group along with PVWC have been able to educate the public, gauge support for the project and quell much of the unfounded opposition to the project. The media reports are now more factual and less biased. However, a small group of opponents including David Soo, Bob Guarasci and Leonard Zax (Hamilton Partnership) continue to lobby against the project and spread misinformation about the need, impact and solutions.

The Levine Reservoir project is awaiting final approval of the EPA of the Section 106 review. This effort was delayed by last-minute lobbying. Approval is still needed from both Passaic County and the Paterson Historic Council. Gianfranco Archimedes, the Executive Director of the Paterson Preservation Commission has already stated that the Commission is likely to deny PVWC's permits.



Experience

JGSC Group has extensive experience with community outreach, in general, and the PWWC Water Storage Improvement project in particular. Perhaps the most effective way to demonstrate our level of experience is to how our experience meets and exceeds each of the tasks outlined in "scope of services" in Appendix D of the Request for Proposals document.

The following highlights our specific experience with each of these tasks:

Compliance with NJDEP's Administrative Consent Order – JGSC Group is fully familiar with the Administrative Consent Orders and has played an active role in ensuring compliance. For example, JGSC helped to develop the outreach plan that was presented to, and approved by NJDEP In August 2015. JGSC has further participated in compliance efforts including presenting the findings of the 2016 consumer survey, participating in and presenting during the 2018 hearing before NJ SHPO, and presenting and participating in the 2019 Section 106 review meeting with stakeholders.

Development of Action Plans – JGSC Group has developed a preliminary action plan for the outreach effort for the coming months. We developed and implemented the original action plan and have been responsible for revising and implement additional plans as the situation has changed. We believe the plans developed and implemented by JGSC Group have been largely responsible for educating the public, calming the media frenzy, reducing the level of public opposition, and helping to advance the project through the approval process.

Outreach to community groups to create a grass roots movement – JGSC Group has conducted outreach to a number of community groups with the goal of creating grass roots support for the project and growing awareness about the risks of lead in drinking water. Among others, we have conducted outreach and coordinated with the following organizations:

- Partnership for Maternal & Child Health – Lead Poisoning Prevention Program
- The Paterson Alliance
- NJ Community Development Corporation
- 4CS of Passaic County
- Paterson Habitat for Humanity
- NJ Citizen Action
- Housing & Community Development Network of Newark
- Greater Bergen Community Action
- Paterson Task Force for Community Action
- Green & Healthy Homes Initiative
- United Way of Passaic County

In addition, we JGSC Group has experience in preparing and mailing materials to local pediatricians, childcare facilities, elementary schools, religious organizations and similar groups.

JGSC Group also played a leading role in forming an internal PWWC Outreach Team. The goal of the PWWC Outreach Team is to provide localized knowledge and insights in communicating with public officials, health agencies and community groups and organizations. Together with JGSC Group, the



PWWC Outreach Team will serve as a catalyst for creating grass roots support for the Water Storage Improvement project and for raising awareness of the risks of lead in drinking water.

Providing full, complete facts and rebutting false information – JGSC has a proven track record of experience and success in communicating facts and rebutting misinformation about the Water Storage Improvement project and the need be aware of the risks of lead in drinking water. Over the past 43 months, JGSC Group has produced and distributed educational materials to consumers, customers and other stakeholders using direct mail, door-to-door distribution, social media, digital and print advertising, press releases, press conferences, and similar vehicles. Our experience in this area will enable us to respond more quickly and accurately than our competitors to any situations that arise in the future.

Articulated professional services – The Request for Proposals articulates a number of specific professional services. JGSC Group has hundreds-of-hours of experience in each of these areas including:

- Supporting and growing a vibrant and sustainable grass roots community outreach movement;
- Communicating with consumers, businesses, and community organizations;
- Communicate with media outlets and blogs;
- Participate in meetings and communicate with community organization;
- Reach out to and communicate with local, regional and national media and blogs;
- Develop communications materials;
- Assist with public outreach related to services disruptions, water quality issues and other regulatory matters; and,
- Assist with responses to Commissioner's concerns and questions, cost of services and rate studies and modifications to the Commission's operations.

Project staff

Joe Getz will be the single point-of-contact for this project.

The JGSC team has more than 85 years of combined experience with community outreach and engagement efforts as well as extensive relevant experience with PWWC. While outreach and engagement is not the only service we provide, it is a primary component of the work we do for our clients. Our project team has wide-ranging experience with outreach and engagement services:

- **Joe Getz** is the founding principal of the JGSC Group. He has more than 34 years of experience in marketing, consumer research (including public outreach and engagement) and has pioneered outreach and engagement strategies that became an industry standard across the country. He has led marketing and consumer research, as well as outreach and engagement projects for more than 165 public and private sector clients across the country. Joe also has 8 years experience consulting on public outreach and engagement projects for American Water, NJ American Water, American Anglian Environmental Technologies, the City of New York and others.



- **Lendel Jones** worked her way through the ranks of New Jersey American Water and became Vice President of Consumer Affairs and Government Relations. Subsequently, she was named Director of Government Affairs for American Water. In this position, Lendel was responsible for setting the government affairs strategy for the company's service areas in 32 states and Ontario, Canada. She has previously retained JGSC as consultants to assist with projects throughout New Jersey.



- **Mark Lohbauer** is a nationally-recognized leader in environmental issues, and current member of the board of the New Jersey Pinelands Commission and the NJ Highlands Coalition. Mark has managed more than 100 outreach and engagement projects for JGSC Group over the past 15 years.





Action Plan

Based on our experience with the Levine and New Street Reservoir projects and similar situations, we recommend the following plan. (PLEASE NOTE: The concepts described within this document are deliberately vague because this proposal is likely to become a publicly available document.)

Action Plan related to the Water Storage Improvement project – This project is being stalled because of lobbying efforts from the Hamilton Partnership and the Advisory Council on Historic Preservation (ACHP). Assuming this situation can be resolved, the project will then need approval from the Paterson Historic Council (PHC), among others. PHC's Executive Director has already made comments indicating that it is likely PVWC's permit application will be denied.

Meanwhile, lead testing results continue to prove that Paterson residents are being exposed to unnecessary lead levels in the drinking water. To overcome these obstacles, JGSC Group recommends the following actions:

- Meet with local public officials to educate them about the situation and the risks of lead in the drinking water of their constituents as well as those in Paterson.
- Work with targeted news media to publicize the situation and alert area consumers that public health and safety is at risk because of the actions of the lobbyists.
- Conduct outreach to community groups and organizations, especially those with a special interest in the topics of health, public safety, and water quality to create grass roots support for completing the projects.
- Produce and distribute educational brochures and bill stuffers to consumers and customers to raise their awareness about the risks associated with open finished water reservoirs.
- Conduct media outreach including press releases, media alerts and press conferences to inform the public of the environmental injustice of delaying the project.
- Create and launch a digital ad campaign to call attention to the situation, identify those that are obstructing progress and calling upon grass root organizations to contact their public officials to call for immediate action.

Action Plan related to the replacement of customer-owned lead service lines – PVWC believes there are at least 14,000 homes that still have customer-owned lead service lines (LSL) in use. Of that total, about one-half of those LSLs are in the City of Paterson. This is particularly dangerous because consumers in Paterson are the primary recipients of drinking water that has not been treated with phosphate-based corrosion inhibitors, meaning these residents are more susceptible to the risks of lead in the drinking water. To encourage participation in changing -out the remaining LSLs, JGSC Group proposes the following Action Plan:

- Conduct proactive outreach with local public officials (including both elected and health officials) to educate them about the risks, inform them of PVWC's plan of action, and solicit their support of PVWC's efforts;



- Assuming PWWC knows the addresses of properties with LSLs, we would produce and distribute a series of direct mail pieces that informs the recipient of the risks of lead in their drinking water, explains their options for replacing their LSL and encourages them to take immediate action;
- Work with the PWWC Outreach Team and local community organizations to create a grass root movement that helps build awareness of the issue and encourages residents to take action to remove LSLs from their property;
- Coordinate with the PWWC Outreach Team, local communities, and grass roots organizations to conduct door-to-door canvassing and public events to raise awareness about the issue of LSLs and to encourage targeted properties to participate;
- Create and launch a digital ad campaign to call attention to the situation and encourage consumers to have their LSLs replaced; and,
- Work with PWWC to promote legislation that will allow communities to authorize PWWC to take steps to replace LSLs on properties that have been unresponsive prior notices.

Action Plan related to the PWWC Outreach Team – The PWWC Outreach team can become a valuable resource for PWWC. To be effective the team, which was initially assembled in the last quarter of 2019, needs further direction and training. To assist with the development of this team, JGSC Group proposes the following actions (as a minimum):

- Work with PWWC to more clearly define the goals of the team and the scope of services it will provide, such as providing ongoing community health fairs, coordinating with local community-based organizations, and interacting with grass-roots movements as they develop;
- Provide training and guidance in key areas such as media relations, project planning, public education and awareness, and similar topics;
- Assist the Outreach Team with creating awareness about activities and events the team is conducting by providing guidance with project planning, community and media outreach and similar activities; and,
- Coordinate with the Outreach Team about activities, undertaken by JGSC Group, that need coordination with internal departments or other PWWC vendors. Examples of this would include launching digital ad campaigns, direct mail efforts, outreach to community organizations, etc.



Schedule of Fees

As requested in Appendix F of the Request for Proposals, following are the hourly rates for the services described in this proposal. These rates are effective January 1, 2020 and will remain in effect through December 31, 2021.

NAME	CLASSIFICATION	RATE
Joseph Getz.....	Sr. Staff/Management.....	\$180.00 per hour
Lendel Jones.....	Jr. Staff.....	\$150.00 per hour
Mark Lohbauer	Jr. Staff.....	\$150.00 per hour
JGSC Staff	Administrative	\$90.00 per hour

As requested in Appendix D, Section E of the Request for Proposals: JGSC Group does not anticipate any out-of-pocket expenses related to this proposal.

Further, while JGSC Group is completely capable of providing the services outlined in Appendix D, Section D1 through D9, we do not believe it is possible to predict, with any degree of accuracy, how many hours of effort will be required to accomplish each of the tasks outlined in this section. Our experience of the past 43 months demonstrates that our efforts are widely influenced by external pressures that require us to be responsive and reactive, rather than simply charting a course forward.

Frankly, we are somewhat confused by the descriptions listed in Appendix D, Sections D1 through D9. For example, Section D3 and D5 both describe meetings and communications with the media related to the water storage improvement project. Moreover, Section D7 appears to be a continuation of Section D6. Still, in an effort to be compliant with the request for proposals, we have estimated the "proposed hours and corresponding dollars" in the table below. For the table, we have assumed a total of 1,054 hours of efforts by senior staff, junior staff, management and administration.

Table of proposed hours and corresponding dollars	Hours	Cost
Section D1: Grass roots building.....	105 hours.....	\$18,068
Section D2: Communications with consumers & businesses.....	421 hours.....	77,270
Section D3: Media relations (1 st listing)	52 hours.....	9,034
Section D4: Communications with community organizations.....	158 hours.....	27,101
Section D5: Media relations (2 nd listing).....	52 hours.....	9,034
Section D6: Communications materials.....	158 hours.....	27,101
Section D7: Apparent typo		
Section D8: Outreach: services regulatory matters.....	53 hours.....	9,034
Section D9: Outreach: miscellaneous projects	53 hours.....	9,034
Totals: Section D1 through D9:	1,054 hours.....	\$180,675



As further requested in Appendix D, Section E of the Request for Proposals: We understand the intention of assuming "a total of 1,200 hours of effort expended by the Consultant..." however, we believe this may provide an inflated projected cost of the project. We examined our billing records for this specific project for the years 2018 and 2019. Our analysis found that JGSC Group expended 971 hours of effort in calendar 2019, and just 715 hours in 2018. As shown above, we anticipate our efforts should require no more than 1,054 hours, or nearly 20% less than estimated 1,200 hours within the Request for Proposals.

Finally, as specified in Appendix F, Section II, Subsection B, we believe it is not possible to project, with any accuracy, the actual amount of efforts that will be required to complete the scope of work as specified within the Request for Proposals. Because of that, we have elected to include our projected rates and charges as outlined in this section. The table below shows the results of that analysis:

Total Projected Annual Project Cost (based upon 1,200 hours and formula shown in Appendix F, II, B.)

Management (10% of total)	120 hours	\$21,600
Administration (10% of total)	120 hours	21,600
Senior technical staff (40% of total)	480 hours	\$86,400
Junior technical staff (40% of total)	<u>480 hours</u>	<u>\$86,400</u>
Total Projected Annual Project Cost	1,200 hours	\$201,600

Thank you for the opportunity to submit our proposal.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-60
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

FORM OF AGREEMENT

EXHIBIT C

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 JGSC Group, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at P.O. Box 1148 Merchantville, New Jersey 08109.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 20-P-60 entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated February 6, 2020 (as modified February 11, 2020 and referred to herein as the "Modified Proposal"), are collectively referred to herein as the "PROPOSAL" are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed the negotiated and reduced amount of \$139,912.00 (which reduced amount is based on a negotiated reduction in the not-to-exceed hours stipulated by PVWC in the Request for Proposals ("RFP") for the scope of work set forth therein, and without compromising PVWC's goals and objectives established for the Project for the said scope of work and related tasks set forth in the RFP) and with the quantity set aside for anticipated services related to the PROJECT reduced to 834 total hours. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JGSC GROUP, LLC

Witness or Attest

By: _____
Secretary

By: _____
Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JOSEPH KOLODZIEJ
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-60
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

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 # 20-P-60 – Professional Services for Public Outreach & Participation for the Levine Water Storage Improvements. (JGSC Group, LLC).

Amount of Project or Contract not to exceed: **\$139,912**

1. Acct #: 001-0901-419.95-24 **BUDGET 2020**

Other Comments: **Professional Services**

Date of Certification: February 11, 2020



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

RESOLUTION 20-24
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 19, 2020

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

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **COTTON**

WHEREAS, on February 4, 2020 five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-8 "Furnish and Deliver "No Lead" Type Brass Water Service Line Fittings"; and

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

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

WHEREAS, the lowest responsible, responsive bid submitted for this Contract was that of Water Works Supply Company, Inc. of Pompton Plains, New Jersey (the "Awardee") with respect to said bid in the amount of \$281,382.70; and

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

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

1. That Contract No. 20-B-8 "Furnish and Deliver "No Lead" Type Brass Water Service Line Fittings" in the total amount of \$281,382.70 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the

terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 20-B-8 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
KOLODZIEJ, J.

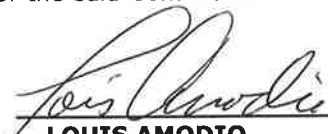


 Secretary
GERALD FRIEND

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 February 19, 2020.



LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 12, 2020

FROM: Purchasing Department

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

RE: **Contract # 20-B-8 Furnish & Deliver "NO LEAD" Type Brass Water Service Line Fittings**

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

Of the Five (5) bids received, the lowest responsive and responsible proposal was submitted by, Water Works Supply, Co., out of Pompton Plains NJ, in the amount of **\$281,382.70**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **20-B-8 - Furnish and Deliver "No Lead" Type Brass Water Service Line Fittings**

Amount of Project or Contract:


Water Works Supply. - \$281,382.70

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2020/2021/2022

Other comments: Two Year Contract Commencing: February 2020

Date of Certification: 02/12/2020 Certified: \$281,382.70



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract # 20-B-8
No Lead Type Brass Water Service Line Fittings

Bids Received February 4, 2020

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Brent Materials 352 Columbia Turnpike - Suite 308 Florham Park, New Jersey 07932 rob@brentmaterial.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Core & Main 61 Gross Ave Edison, NJ 08837 fred.schweighardt@coreandmain.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$308,964.05	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
Water Works Supply Co. 660 Route 23 Pompton Plains, New Jersey 07444 craig@wwsco.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$281,382.70	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
Raritan Supply Co. 301 Meadow Rd Edison NJ 08817 rafael@raritangroup.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	DID NOT BID ALL ITEMS	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Ferguson Water Works 190 Oberlin Ave North Lakewood, NJ 08701 bill.coon@ferguson.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$305,945.32	X Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

Contract # 20-B-8
No Lead Type Brass Water Service Line Fittings

Bids Received: May 3, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Capitol Supply Construction 149 Old Turnpike Rd Wayne, NJ 07470 franksalerno@capitolupplyconstructi	Certified Check _____ Cashier's Check _____ Bid Bond _____ Not to Exceed _____ \$ _____	DID NOT BID ALL ITEMS	Business Registration Cert. _____ PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____
	Certified Check _____ Cashier's Check _____ Bid Bond _____ Not to Exceed _____ \$ _____		Business Registration Cert. _____ PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____
	Certified Check _____ Cashier's Check _____ Bid Bond _____ Not to Exceed _____ \$ _____		Business Registration Cert. _____ PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____
	Certified Check _____ Cashier's Check _____ Bid Bond _____ Not to Exceed _____ \$ _____		Business Registration Cert. _____ PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____
	Certified Check _____ Cashier's Check _____ Bid Bond _____ Not to Exceed _____ \$ _____		Business Registration Cert. _____ PWWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. _____

**RESOLUTION 20-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

DATE OF ADOPTION: FEBRUARY 19, 2020

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: **FRIEND**

Seconded by Commissioner: **VANNOY**

WHEREAS, the Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. A copy of the Memorandum of Special Counsel dated February 14, 2020 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Project is not expected to be completed until sometime in the year 2021, therefore, the PVWC needs to apply to the NJ DEP for an extension of the Subrecipient Agreement; and

WHEREAS, the DEP recommended that the PVWC apply for an extension of the Agreement sooner rather than later so as not to disrupt the PVWC's efforts to fund the Project. See Exhibit A at p. 1; and

WHEREAS, the maximum extension that the PVWC can apply for appears to be June 30, 2022, which should be sufficient to complete the Project. See Exhibit A at p. 2; and

WHEREAS, the Officials of the PVWC request permission from the Commissioners to extend the term of the Subrecipient Agreement to its maximum possible date of June 30, 2022;

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

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on

behalf of PVWC, to apply to the NJ DEP for an extension of the Subrecipient Agreement through to June 30, 2022, and to perform such other 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 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 COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	___	___	___	___
VANNOY, R.	___	___	___	___
LEVINE, J.	___	___	___	___
SANCHEZ, R.	___	___	___	___
VAN RENSALIER, R.	___	___	___	___
COTTON, E.	___	___	___	___
KOLODZIEJ, J.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

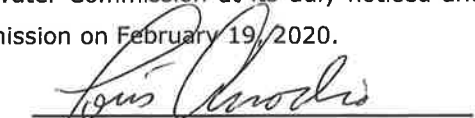

President
JOSEPH KOLODZIEJ


Secretary
GERALD FRIEND

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CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 19, 2020.


LOUIS AMODIO
Administrative Secretary

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZATION TO APPLY FOR AN EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE
PVWC IMPLEMENTING THE CDBG-DR PROGRAM**

**SPECIAL COUNSEL'S
MEMORANDUM DATED FEBRUARY 14, 2020**

EXHIBIT A

MEMORANDUM

To: George T. Hanley, Esq., General Counsel, Passaic Valley Water Commission
Joseph A. Bella, Executive Director, Passaic Valley Water Commission
James Duprey, PE, Business Administrator, Passaic Valley Water Commission

From: Guido S. Weber, Esq., Special Counsel

Date: February 14, 2020

Re: The Subrecipient Agreement between the NJDEP and the PVWC Implementing the Community Development Block Grant-Disaster Recovery Program ("CDBG-DR") for Risk Reduction and Resiliency Measures Drinking Water Infrastructure, Effective June 25, 2017 ("Subrecipient Agreement")

Expiration, June 25, 2020. Extension Required

The Financial Aid package that the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") contains a term limit of three (3) years, which is set to expire on June 25, 2020. *See* Subrecipient Agreement, Part VII.A.2 at 14 ("this Agreement shall remain in effect for three (3) years from the Effective Date."). The "Effective Date" was June 25, 2017, therefore the Subrecipient Agreement is set to expire in about four months. Because the Project is not expected to be completed until sometime in the year 2021, the PVWC needs to apply to the NJ DEP for an extension.

Paul T. Hauch, P.E., Section Chief of the NJ DEP, recommended that the PVWC apply for an extension of the Subrecipient Agreement in accordance with Part XII.U, which states as follows:

U. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be (i) hand-delivered; (ii) mailed, postage prepaid by first-class mail or registered or certified mail, return receipt requested; (iii) delivered by private commercial carrier, such as Federal Express or United Parcel Service; or (iv) sent by email. All such communications shall be transmitted to the address set forth below, or such other address as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the DEP: Eugene Chebra, P.E. Assistant Director
Division of Water Quality, Municipal
Finance & Construction Element
New Jersey Department of
Environmental Protection 401 East State
Street
P.O. Box 420
Trenton, New Jersey 08625-0420
Email: Eugene.chebra@dep.nj.gov
Phone: 609-292-8961

To SUBRECIPIENT: Joseph A. Bella, Executive Director
Passaic Valley Water Commission
1525 Main Avenue

Clifton, New Jersey 07011
Phone: 973-340-4307
Email: jabella@pvwc.com

Subrecipient Agreement, Part XII.U at 22-23. Although Mr. Hauch did not comment on the PVWC's chances of obtaining the extension, I took his recommendation as a positive sign that the PVWC has, at a minimum, good cause for making the request.

Therefore, I recommend that the PVWC apply to the NJ DEP for an extension of the Subrecipient Agreement so as not to disrupt the PVWC's ability to fund and complete the Standby Emergency Generators Project.

It would appear that the maximum extension that the PVWC can request at this time is until June 30, 2022. Mr. Hauch advised us that the U.S. Department of Housing and Urban Development has given the DEP a deadline of June 30, 2022 to expend all of its available CDGB-DR funds. It is not clear whether this deadline is firm and cannot be extended, as we did not discuss that possibility. In any event, it would appear that an extension to June 30, 2022, should be sufficient to complete the Project, and we do not anticipate needing any further extensions.
