

RESOLUTION #21-38

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: APRIL 14, 2021

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: VAN RENSALIER 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: DEPADUA Time: 11:00AM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include FRIEND, G., DEPADUA, C., LEVINE, J., SANCHEZ, R., VAN RENSALIER, R., KOLODZIEJ, J., and COTTON, C. All 'AYE' cells contain an 'X'.

Adopted at a meeting of Passaic Valley Water Commission.

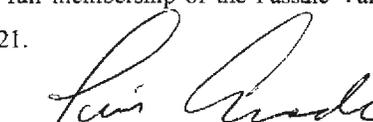
Signature of Ruby N. Cotton, President

Signature of Jeffrey Levine, Secretary

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of April 14, 2021.



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**LOUIS AMODIO**  
Administrative Secretary

**RESOLUTION #21-39  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
IN SUPPORT OF FEDERAL LEGISLATION ENTITLED  
"ENVIRONMENTAL JUSTICE LEGACY POLLUTION  
CLEANUP ACT OF 2021"**

**DATE OF ADOPTION: APRIL 14, 2021**

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

Introduced by Commissioner: **RONALD VAN RENSAIJER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS,** Proposed Federal Legislation entitled "The Environmental Justice Legacy Pollution Cleanup Act of 2021" (the "EJLPA") sponsored by Senator Cory Booker (D-NJ) and Congressman A. Donald McEachin (VA-04) includes, among other things, proposed funding of \$30 billion for EPA grant programs for replacement of Lead Service Lines ("LSLs"); and

**WHEREAS,** The Passaic Valley Water Commission ("PVWC") is currently in the process of replacing thousands of LSLs throughout its distribution system; and

**WHEREAS,** utilizing available grant monies under the EJLPA would help facilitate replacement of LSLs while providing a significant economic benefit to PVWC's consumers and customers, many of whom live in low-income communities and communities of color; and

**WHEREAS,** the EJLPA would also prohibit customer cost shares on LSL projects, and would not require a state match, and a copy of an overview of the proposed provisions of the EJLPA is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** for reasons set forth hereinabove, the Commission hereby authorizes PVWC's Executive Director or Business Administrator to add PVWC to the list of supporters prior to the EJLPA's introduction;

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

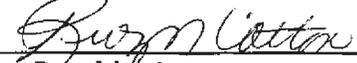
1. That PVWC hereby authorizes the Executive Director or Business Administrator to add PVWC to the list of supporters prior to the EJLPA's introduction; all as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

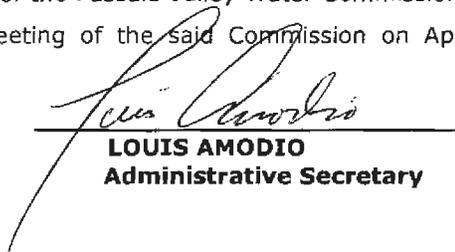
  
 \_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
 \_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

**PASSAIC VALLEY WATER COMMISSION**  
**OVERVIEW OF PROPOSED PROVISIONS OF THE**  
**ENVIRONMENTAL JUSTICE LEGACY POLLUTION**  
**CLEANUP ACT OF 2021 ("EJLPA")**

**EXHIBIT A**

# The Environmental Justice Legacy Pollution Cleanup Act of 2021

Lead Sponsors: Senator Cory Booker (D-NJ), Congressman A. Donald McEachin (VA-04)

## Background

As a result of decades of discrimination, low-income communities, communities of color, and Indigenous communities are significantly more likely to suffer sickness and death from high levels of air pollution, contaminated drinking water, close proximity to toxic waste sites, and other legacy pollution. In order for these communities to fully share in the recovery from the COVID-19 pandemic, Congress must address this historic injustice. The Environmental Justice Legacy Pollution Cleanup Act (EJLPA) will immediately invest \$200 billion to clean up this legacy pollution. The bill will:

## Cleanup Toxic and Hazardous Waste

- ❖ 24% of all households below the poverty level and 28% of all people of color live within three miles of the most dangerous Superfund sites. And despite making up only 39.6% of the general population, people of color represent nearly 50% of the population living within one mile of a Superfund site. This bill's provision of **\$10 billion** to the EPA Superfund National Priorities List will accelerate the clean up of these toxic sites and help clear the largest backlog of unfunded sites since 2004.
- ❖ Abandoned coal mines pose a significant risk to public health. The EJLPA provides **\$10 billion** to the Abandoned Mine Reclamation Fund, an investment that could fund the reclamation of nearly every eligible abandoned mine lands site.
- ❖ Abandoned hard rock mines, including uranium mines, also pose a significant risk to public health. Approximately 600,000 Native Americans live within six miles of an abandoned mine. With priority given to sites located on tribal land, this bill dedicates **\$10 billion** to the Environmental Protection Agency Superfund Program to remediate abandoned hard rock mines.
- ❖ Contaminated sites that are not safe for public or commercial use, known as 'brownfields,' are located disproportionately in communities of color. This bill would provide **\$3 billion for grants** to remediate brownfield sites. Such remediation efforts are a major boon to economically depressed communities, producing roughly \$20 in economic benefits for every \$1 spent.
- ❖ There are over 1,700 formerly used military sites that contain hazardous, toxic, and radioactive waste, which pose a threat to drinking water and public health. This bill, which provides **\$10 billion** to the Formerly Used Defense Sites Program will clean up 90% of these sites. The EJLPA also commits **\$3 billion** to the Formerly Utilized Sites Remedial Action Program, which will remediate tens of thousands of acres of formerly radioactive land and return hundreds of properties back to public use.

## Improve Air Quality

- ❖ Diesel engine exhaust increases people's risk for cancer, respiratory illness, and heart disease, and even reduces cognitive performance in children. Studies show that the 25 million children who ride diesel school buses breathe air that can be several times more polluted than the outside air —

something that disproportionately affects children in low-income and working class households, who are more likely to take the bus. The EJLPA includes **\$30 billion** to replace over 50% of diesel school buses with zero emission school buses in the most disadvantaged school districts.

- ❖ Decades of discriminatory practices in urban planning have left communities of color with deficiencies in green spaces and tree canopy cover — a crucial line of defense against heat waves, air pollution, and flooding. The EJLPA commits **\$25 billion** to urban tree planting initiatives, an investment that will plant an estimated 100 million trees in low-income communities.

#### **Address Lead, Clean Water, and Sanitation Issues**

- ❖ Childhood lead poisoning continues to cause irreversible brain damage and other life-threatening health conditions, particularly in low-income communities and communities of color. This bill will inject **\$30 billion** into U.S. Department of Housing and Urban Development grant programs to remediate lead-based paint hazards in housing, the leading cause of childhood lead poisoning in the United States. It would substantially eliminate lead paint in low income housing.
- ❖ 23% of Native American homes have at least one dangerous issue, such as lead paint, mold, or poor ventilation. This bill provides **\$1 billion** for grants to tribal governments to address housing-related safety hazards.
- ❖ An American Water Works Association study estimates that Lead Service Lines (LSLs) supply water for 15-22 million Americans, a population that disproportionately contains low-income communities and communities of color. The EJLPA will provide **\$30 billion** in funding for EPA grant programs that supply funding to states, tribal governments, and localities to replace LSLs — a figure that could fund the replacement of nearly every lead service line in the country.
- ❖ Nearly 2 million Americans lack access to adequate plumbing or sanitation, with African Americans and Latinos twice as likely to lack basic access. This bill commits **\$10 billion** in funding to the U.S. Department of Agriculture's Rural Decentralized Water Systems Program, which will give nonprofits capacity to provide grants to over 660,000 homes to construct or improve individual household water well and wastewater systems.
- ❖ Native Americans are 19 times more likely than whites to lack access to basic indoor plumbing (including running water and flushable toilets) — more than any other demographic group. By providing **\$3 billion** to the Indian Health Service (IHS) to build and renovate sanitation infrastructure, this bill will bring safe drinking water and adequate sewage systems to every American Indian and Alaskan Native household.
- ❖ 850+ cities across the United States collect rainwater, industrial waste, and domestic sewage in combined sewer systems, which overflow during heavy rainfall or snowmelt and discharge untreated sewage into people's basements, parks and waterways. These overflows expose people to dangerous diseases, make rivers/lakes unsafe to use, and impose burdensome cleanup costs on low income households and environmental justice communities. The EJPLA provides **\$25 billion** to the EPA to address combined sewer overflows, which will eliminate most overflow problems in economically distressed communities.

**RESOLUTION #21-40  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AMENDMENT TO THE AGREEMENT FOR PROJECT  
18-P-JV "PROFESSIONAL SERVICES FOR  
FEASIBILITY ASSESSMENT OF A JOINT DISTRIBUTION  
SYSTEM WATER STORAGE PROJECT"**

**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") and the City of Newark, Department of Water and Sewer Utilities (also referred to herein as "Newark" and/or the "City") entered into a joint venture partnership (also referred to herein as the "Joint Venture" and/or the "Joint Venture Partnership"), and Project No. 18-P-JV "Professional Services for Feasibility Assessment of a Joint Distribution System Water Storage Project" (hereinafter the "Project") was subsequently awarded by the Joint Venture Partnership to Arcadis U.S., Inc. of Fair Lawn, New Jersey ("Arcadis"); and

**WHEREAS** PVWC's portion of the Joint Venture Partnership Agreement was awarded at PVWC's Commission Meeting dated June 20, 2018 (PVWC Resolution 18-36) in accordance with the authorized scope of work, and with PVWC responsible for its portion (\$246,382.50) of the time and materials, total not-to-exceed amount of \$492,765.00 as set forth in the Agreement, and with Newark responsible for the remaining half of the said total not-to-exceed amount; and

**WHEREAS**, the original Agreement provides that PVWC and Newark will each pay one-half of Arcadis' approved invoices, which includes reimbursements for any and all subsequent changes in the scope of the Agreement as may be authorized and approved by the

duly authorized representatives of the respective governing bodies of the Joint Venture Partnership; and

**WHEREAS**, the Amendment, which is the subject of this Resolution, includes additional professional services and related costs that were not included in Arcadis' original proposal, and not included as part of the original Agreement; and

**WHEREAS**, at the Joint Venture Partnership's request, Arcadis has submitted a proposal dated March 26, 2021 (the "Proposal") for additional professional services and related costs as set forth in more detail therein, and a copy of same is included as an attachment to the form of amendment to the Agreement included in Exhibit B referenced below; and

**WHEREAS**, Arcadis' Proposal for the additional Work has been reviewed by authorized representatives of the Joint Venture Partnership and found to be reasonable, considering the nature and scope of additional Work involved; and

**WHEREAS**, a copy of PVWC's Director of Engineering's memorandum dated March 26, 2021 recommending approval, on PVWC's behalf, of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS**, a copy of the Form of Amendment to the Agreement for Professional Services (Project 18-P-JV) (the "Amendment") followed by a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the previously approved not-to-exceed total price of \$492,765.00 is hereby increased by the additional amount of

\$102,500.00 (an increase of 20.8% over the original not-to-exceed price) for the Amendment as set forth herein, for a revised not-to-exceed total price of \$595,265.00 for the Project; and

**WHEREAS**, PVWC's share (one half) of the amount of this Amendment is **\$51,250.00**, with Newark responsible for the remaining half; and

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

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that the funds needed to satisfy PVWC's share of the Amendment (**\$51,250.00**) are currently available for said purpose and said certificates are attached hereto as Exhibit C;

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

1. That PVWC, in conjunction with Newark and contingent upon Newark's concurrent approval of the Agreement, hereby approves the Amendment to the Agreement for Professional Services for Project 18-P-JV (the "Amendment"); all as set forth hereinabove, and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, in conjunction with Newark, and contingent upon Newark's concurrent award of the Amendment, are hereby authorized to execute and enter into the said Amendment, 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 the Amendment shall take effect on the date on which the Amendment has been authorized and approved by the duly authorized representatives of both respective governing bodies of the Joint Venture Partnership, and

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

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

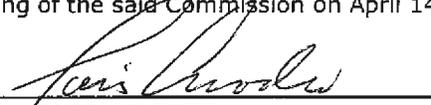
  
 \_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
 \_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

**PASSAIC VALLEY WATER COMMISSION**  
**AMENDMENT TO THE AGREEMENT FOR PROJECT**  
**18-P-JV "PROFESSIONAL SERVICES FOR**  
**FEASIBILITY ASSESSMENT OF A JOINT DISTRIBUTION**  
**SYSTEM WATER STORAGE PROJECT"**

**PVWC DIRECTOR OF ENGINEERING'S**  
**MEMORANDUM DATED MARCH 26, 2021**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: March 26, 2021  
To: Hon. Commissioners  
From: J. Duprey  
C: J. Bella  
G. Hanley  
L. Amodio  
G. Lucianin

Re: Modifications to Professional Services for Project 18-P-JV "Professional Services for Feasibility Assessment of a Joint Distribution System Water Storage Project" (Amendment)

**Summary**

Under Project 18-P-JV, it is recommended that Arcadis U.S., Inc. ("Arcadis") of Fair Lawn, New Jersey be awarded an increase of \$102,500.00 (increasing the total previously approved stipulated not-to-exceed amount for Project 18-P-JV from \$492,765.00 to \$595,265.00 (a 20.8% increase) to provide the Joint Venture Partnership with additional professional services.

PVWC's share (one half) of the amount of this Amendment is **\$51,250.00**, with Newark responsible for the remaining half.

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

**Background**

Passaic Valley Water Commission ("PVWC") and the City of Newark, Department of Water and Sewer Utilities (also referred to herein as "Newark" and/or the "City") entered into a joint venture partnership (also referred to herein as the "Joint Venture" and/or the "Joint Venture Partnership"), and Project No. 18-P-JV "Professional Services for Feasibility Assessment of a Joint Distribution System Water Storage Project" (hereinafter the "Project") was subsequently awarded by the Joint Venture Partnership to Arcadis U.S., Inc. of Fair Lawn, New Jersey ("Arcadis").

PVWC's portion of the Joint Venture Partnership Agreement was awarded at PVWC's Commission Meeting dated June 20, 2018 (PVWC Resolution 18-36) in accordance with the authorized scope of work, and with PVWC responsible for its portion (\$246,382.50) of the time and materials, total not-to-exceed amount of \$492,765.00 as set forth in the Agreement, and with Newark responsible for the remaining half of the said total not-to-exceed amount.

The original Agreement provides that PVWC and Newark will each pay one-half of Arcadis' approved invoices, which includes reimbursements for any and all subsequent changes in the scope of the Agreement as may be authorized and approved by the duly authorized representatives of the respective governing bodies of the Joint Venture Partnership.

The Amendment, which is the subject of the herein Resolution, includes additional professional services and related costs that were not included in Arcadis' original proposal, nor in the original Agreement.

At the Joint Venture Partnership's request, Arcadis has submitted a proposal dated March 26, 2021 (the "Proposal") for additional professional services and related costs as set forth in more detail therein, and which additional professional services were not included in Arcadis' original proposal, and not included as part of the original Agreement, and a copy of the Proposal is included as an attachment to the form of amendment to the Agreement included in Exhibit B following this memorandum.

Arcadis' Proposal for the additional Work has been reviewed by authorized representatives of the Joint Venture Partnership and found to be reasonable, considering the nature and scope of additional Work involved, and it is recommended that the said modifications to the Project, and additional costs related thereto, be approved.

A copy of the form of Amendment to the Agreement for Professional Services (Project 18-P-JV) ("Amendment") followed by a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto as Exhibit B.

The previously approved not-to-exceed total price of \$492,765.00 is hereby increased by the additional amount of \$102,500.00 (an increase of 20.8% over the original not-to-exceed price) for the Amendment as set forth herein, for a revised not-to-exceed total price of \$595,265.00 for the Project.

PVWC's share (one half) of the amount of this Amendment is **\$51,250.00**, with Newark responsible for the remaining half.

It is recommended that PVWC, in conjunction with Newark and contingent upon Newark's concurrent approval of the Amendment, approve the Amendment to the Agreement for Professional Services for Project 18-P-JV all as set forth hereinabove.

Subject to concurrence and approval by PVWC's Law Department, on PVWC's behalf, as to form and legality, the said changes will be incorporated into "Amendment to Agreement for Professional services (Project 18-P-JV)" the form of which is included in Exhibit B.

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**PASSAIC VALLEY WATER COMMISSION**

**AMENDMENT TO THE AGREEMENT FOR PROJECT  
18-P-JV "PROFESSIONAL SERVICES FOR  
FEASIBILITY ASSESSMENT OF A JOINT DISTRIBUTION  
SYSTEM WATER STORAGE PROJECT"**

**FORM OF AMENDMENT TO AGREEMENT  
AND ARCADIS' PROPOSAL  
DATED MARCH 26, 2021**

**EXHIBIT B**

**Passaic Valley Water Commission  
Amendment to the  
Agreement for Professional Services  
(Project 18-P-JV)**

The City of Newark, Department of Water and Sewer Utilities ("Newark" and/or the "City") and Passaic Valley Water Commission ("PVWC") previously entered into a joint venture partnership, also referred to herein as the "Joint Venture" and /or the "Joint Venture Partnership" for Project 18-P-JV entitled "Professional Services for Feasibility Assessment of a Joint Distribution System Water Storage Project".

This Amendment to the Agreement for Professional Services for Project 18-P-JV (hereinafter "Amendment") is made by and between:

The Joint Venture Partnership (consisting of The City of Newark, Department of Water and Sewer Utilities ("Newark" and/or the "City") and The Passaic Valley Water Commission ("PVWC")

and

Arcadis U.S., Inc. of Fairlawn, New Jersey ("Arcadis")

The Joint Venture Partnership and Arcadis are hereinafter referred to collectively as the "Parties" or either one of them as "Party".

IT IS hereby agreed as follows:

**Article 1  
Recitals**

**1.01.** On or about June 20, 2018, the Joint Venture Partnership and Arcadis entered into an Agreement for "Professional Services for Feasibility Assessment of a Joint Distribution System Water Storage Project" (hereinafter "Agreement") referred to as Project 18-P-JV, not to exceed the amount of \$492,765.00.

**1.02** At the Joint Venture Partnership's request, Arcadis submitted a proposal dated March 26, 2021 (the "Proposal") for additional professional services and related costs as set forth in more detail therein.

1.02.01 Additional professional services included in the herein Amendment were not included in Arcadis' original proposal.

1.02.02 The Amendment includes additional professional services and related costs incurred by Arcadis.

**1.03** The Joint Venture Partnership has reviewed Arcadis' claim, and the Parties hereby agree to the claim.

**1.04** The amount of Arcadis' requested claim is memorialized in a 3-Page cover letter dated March 26, 2021, issued by Gerald M. Spiesbach, Associate Vice President, on behalf of Arcadis to Kareem Adeem, Director (for Newark) and to Joseph Bella, Executive Director (for PVWC) (hereinafter "Compromise").

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

<b>Agreement or Amendment</b>	<b>Adjustment</b>	<b>Total Not-to-Exceed</b>
Agreement (original)		\$ 492,765.00
Amendment	\$ 102,500.00	\$ 595,265.00

**Article 2  
Acceptance of Compromise**

**2.01.** *Acceptance of Compromise.* The Parties accept the Compromise and adopt same as an amendment to the Agreement, thereby increasing the not-to-exceed amount of the Agreement by \$102,500.00 for a new total of \$595,265.00.

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

**2.03** *Effective Date.* The Effective date of this Amendment shall be the date on which this Amendment is fully executed by, and delivered to, all Parties hereto and the Joint Venture Partnership's respective governing bodies have duly authorized their

respective entities (Newark and PVWC) to execute, deliver and be bound by the terms of this Amendment. Unless and until the Joint Venture Partnership's respective governing bodies have duly authorized or ratified this Amendment, this Amendment shall have no force or effect and shall be null and void.

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

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

**2.06** Although the Joint Venture Partnership foresees the possibility that Arcadis may request another increase in their compensation under the Agreement at some point in the future, the Joint Venture Partnership does not take any position on future claims that have been reserved by Arcadis and nothing herein shall bind the Joint Venture Partnership to increase Arcadis' compensation beyond the not-to-exceed amount set forth in this Amendment.

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

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

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

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

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

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

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

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

**ARCADIS U.S., INC.**

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

Name & Title: GERALD SPIESBACH  
(Print)

Witness or Attest:

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

- oOo-

**JOINT VENTURE PARTNERSHIP**

**Passaic Valley Water Commission**

By: \_\_\_\_\_ By: \_\_\_\_\_  
LOUIS AMODIO RUBY N. COTTON  
Administrative Secretary President

Witness or Attest:

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

- oOo-

**The City of Newark Department of Water and Sewer Utilities**

By: \_\_\_\_\_ By: \_\_\_\_\_  
KAREEM ADEEM NAME  
Director Title

Witness or Attest:

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

**PASSAIC VALLEY WATER COMMISSION**

**AMENDMENT TO THE AGREEMENT FOR PROJECT  
18-P-JV "PROFESSIONAL SERVICES FOR  
FEASIBILITY ASSESSMENT OF A JOINT DISTRIBUTION  
SYSTEM WATER STORAGE PROJECT"**

**ARCADIS' PROPOSAL  
DATED MARCH 26, 2021**

**ATTACHMENT A**

Joseph Bella  
Executive Director  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

Kareem Adeem  
Director  
City of Newark  
Department of Water and Sewer Utilities  
920 Broad Street, Room B31-F  
Newark, NJ 17102

Subject:  
Newark/PVWC JV Joint Storage Feasibility Study  
Contract Amendment Request

Dear Mr. Bella and Mr. Adeem:

As we have preliminarily discussed during our meetings, Arcadis has incurred additional costs due to additional work requested from the Joint Venture (JV) and rework due to data provided by the JV. In accordance with Article 3 of the Agreement for Professional Services between Passaic Valley Water Commission, City of Newark (Joint Venture) and Arcadis U.S., Inc. we have prepared this correspondence outlining additional services that have been requested or required to complete the draft Feasibility Report including:

**Task 1 Information Review**

- Additional time required to review and incorporate information provided at the commencement of the project as this information was provided to Arcadis by the JV over the course of several months.
- The additional cost of time required to complete this Task is \$10,000.

**Task 2 Site Mapping**

- Additional time required to develop profiles of the Cedar Grove Reservoir.
- The additional cost of time required to complete this Task is \$7,500.

*This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal.*

Arcadis U.S., Inc.  
17-17 Route 208 North  
Fair Lawn  
New Jersey 07410  
Tel 201 797 7400  
Fax 201 797 4399  
[www.arcadis-usa.com](http://www.arcadis-usa.com)

Water Business Line

Date:  
March 26, 2021

Contact:  
Gerard M. Spiesbach

Phone:  
201-398-4379

Email:  
[Gerry.spiesbach@arcadis.com](mailto:Gerry.spiesbach@arcadis.com)

Our ref:  
30001890

Page:  
1/3

**Task 5 Review and Evaluate Runoff**

- Arcadis completed the runoff evaluation without receiving the guidance from NJDEP that has been requested by both Arcadis and the JV on multiple occasions for an appropriate design storm. To date the runoff mitigation measures have been conceptually designed with the 100-year storm interval. Since there could be significant construction savings to the Joint Venture if a more frequent rainfall interval is approved by the NJDEP, Arcadis recommends that the construction cost estimate be updated for a more reasonable and frequent design storm. Arcadis will require an additional \$10,000 to update the construction cost estimates.

**Task 6 Alternative Evaluation**

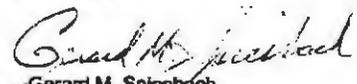
- A key tool needed to complete the evaluation of alternatives was the development of a merged water model using the existing water models provided from each of the Joint Venture partners. During the early stages of model development, it became apparent that the two models were not compatible, were set at different datums and required additional data inputs including pump curves and nodes for future demands and pressure zones not previously contained in either of the provided models. Since the accuracy of the model was critically important to the Alternatives Analysis, significant additional effort was appropriately expended to develop, upgrade and fine tune the merged model. The developed model will be beneficial to the Joint Venture as this project moves to implementation.
- Upon completion of the initial merged hydraulic model, it was noted by the Joint Venture that one of the previously provided hydraulic model was not the most current model. As a result, this required Arcadis to revisit the modeling effort and reconfigure the new model pursuant to the information already developed. In addition, the Alternatives Analysis that had been underway needed to be revised based on the corrected and finalized model.
- At the request of the Joint Venture, Arcadis developed a formal Hydraulic Modeling Memorandum prior to submission of the draft Feasibility Report. This deliverable was not included in the scope of work.
- The Joint Venture requested Arcadis evaluate upstream and downstream storage locations, as opposed to locating tanks within the footprint of either Great Notch or Cedar Grove Reservoirs, which was not included in the scope of services.
- The additional cost for time required to complete this Task is \$75,000.

As detailed above, Arcadis requests that the Joint Venture authorize Arcadis an amendment of \$102,500 to our original agreement to reflect the additional unanticipated services not in our proposed scope of work to complete the study. While there are two allowances in the project budget for additional services, Arcadis recommends that those allowances remain available to allow for any subsequent activities that may be required by the Joint Venture.

We look forward to your positive consideration of this amendment request as we continue to work with the City and the PVWC to complete this important study.

Sincerely,

Arcadis U.S., Inc.



Gerard M. Spiesbach  
Associate Vice President

Copies: Mohammad Athar  
Julie Alesandrelli  
John George  
James Duprey



**PASSAIC VALLEY WATER COMMISSION**  
**AMENDMENT TO THE AGREEMENT FOR PROJECT**  
**18-P-JV "PROFESSIONAL SERVICES FOR**  
**FEASIBILITY ASSESSMENT OF A JOINT DISTRIBUTION**  
**SYSTEM WATER STORAGE PROJECT"**

**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 # 18-P-JV -- Professional Services for Feasibility Assessment of a Joint Distribution System Water Storage Project. (Arcadis US, Inc.).**

Amount of Project or Contract not to exceed: **\$595,265**  
(Increased from original certification of \$492,765)

PVWC's share of the not-to-exceed total is \$297,632.50  
(Increased from original certification of \$246,382.50)

I. Acct #: 001-0901-419.95-24 **BUDGET 2021**

Other Comments: **Professional Services**

Date of Certification: March 30, 2021



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

**RESOLUTION #21-41  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES  
AGREEMENT (21LJJFA30) WITH USGS**

**DATE OF ADOPTION: APRIL 14, 2021**

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

Introduced by Commissioner: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated March 26, 2021 with referenced attachments (the "Correspondence"), for an Amendment to the Shared Services Agreement (the "Agreement") previously approved by Passaic Valley Water Commission ("PVWC") at PVWC's November 12, 2020 Commission Meeting; and

**WHEREAS**, in addition to water resources investigations currently being conducted by USGS under previously approved agreement 21LJJFA30, USGS proposes, and PVWC hereby agrees, that USGS will add continuous monitoring of phycocyanin concentrations for the purposes of enhancing planning and managing water resources in the Passaic River, with phycocyanin monitoring to begin April 1, 2021 and continue through September 30, 2021; and a copy of the Correspondence and Amendment to the Agreement is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, monitoring, data collection, and testing for phycocyanin as set forth in the Correspondence and Amendment to the Agreement will further assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

**WHEREAS**, PVWC's total financial contribution for USGS to perform the additional tasks outlined in the Amendment to the Agreement hereby

increases the previously approved amount of \$48,975.00 by \$8,600.00 for a revised total amount of \$57,575.00 (which equates to an increase of 17.6%); and

**WHEREAS**, the Amendment to the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; (and General Counsel as to form and legality), all of whom have recommended the Amendment to the Agreement for acceptance in their respective capacities; and

**WHEREAS**, the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by entering into said Amendment to the Agreement, as authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

**WHEREAS**, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County or municipality, or any board, body, office, agency or authority thereof, or any subdivisions thereof; and

**WHEREAS**, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; and

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

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

1. That PVWC hereby authorizes and awards the Amendment to the Shared Services Agreement (20LJJFA30) with USGS for the period continuing through September 30, 2021; all in accordance with the defined scope of services set forth in the Agreement and PVWC's additional not-to-exceed contribution amount of \$8,600.00 as set forth hereinabove; and

2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

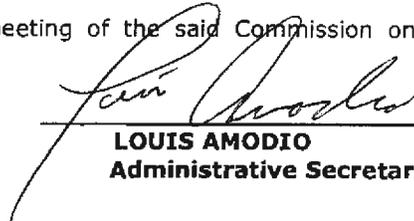
  
 \_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
 \_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

**PASSAIC VALLEY WATER COMMISSION  
USGS CORRESPONDENCE DATED MARCH 26, 2021  
AND AMENDMENT TO THE SHARED SERVICES  
AGREEMENT (21LJFA30) WITH USGS**

**EXHIBIT A**



United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
New Jersey Water Science Center  
3450 Princeton Pike, Suite 110  
Lawrenceville, NJ 08648

March 26, 2021

Gregg Lucianin  
Director of Purchasing  
Passaic Valley Water Commission  
1525 Main Avenue, PO Box 230  
Clifton, NJ 07011

Subject: Agreement#: 21LJFA30  
Amendment#: 01  
Project Title: Continuous Monitoring for Total Chlorophyll-a, Phycocyanin, and  
Turbidity at Passaic River below Two Bridges, New Jersey

Dear Gregg Lucianin ,

Enclosed are two signed original copies of a Joint Funding Agreement Amendment to confirm our negotiations to modify the original agreement with the U.S. Geological Survey, New Jersey Water Science Center.

Please sign and return one fully-executed original to the address above. If, for any reason, the amendment cannot be signed and returned before the original period of performance has ended, please contact Heidi L Hoppe by phone number 609-273-8996 or email [hhoppe@usgs.gov](mailto:hhoppe@usgs.gov) to make alternative arrangements.

This agreement will continue to be billed via Down Payment Request (automated Form DI-1040). If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at [ngibbs@usgs.gov](mailto:ngibbs@usgs.gov).

Sincerely,

Richard H. Kropp  
Director, New Jersey Water Science Center

Enc.: Amendments (2)



**AMENDMENT**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
for  
Water Resource Investigations**

Agreement#: 21LJFA30  
Customer#: 600000103  
Project#:GC21LJ000030100  
TIN#: 22-6002470  
USGS DUNS#: 949287064  
Fixed Cost Agreement: YES

Amendment#: 01

THIS AMENDMENT serves to modify the existing agreement between the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission, party of the second part.

These parties are in mutual agreement that circumstances described in cooperation with Water Resource Investigations (per attachment), constitutes the following modifications to the original agreement,

Paragraph 2a is hereby increased to read as follows:

- (a) \$5,800 by the party of the first part during the period October 1, 2020 to September 30, 2021

Paragraph 2b is hereby increased to read as follows:

- (b) \$57,575 by the party of the second part during the period October 1, 2020 to September 30, 2021

Billing for this agreement will be rendered quarterly. All other terms and conditions stated in the original agreement shall remain the same. The USGS will continue to operate under legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b and the results of all work performed under this agreement will continue to be available for publication by the U.S. Geological Survey. This agreement may be amended by mutual consent of the parties at any time before the period of performance ends or terminated by providing a 60-day written notice to the other party if work is not being carried on in a mutually satisfactory manner.

**United States Department of Interior  
U.S. Geological Survey**

**Passaic Valley Water Commission**

New Jersey Water Science Center  
3450 Princeton Pike, Suite 110  
Lawrenceville, NJ 08648

1525 Main Avenue, PO Box 230  
Clifton, NJ 07011

Signature

Signatures

By *Richard H. Kropp* Date: 3/26/21  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



FISCAL YEAR 2021 WORKPLAN

PASSAIC VALLEY WATER COMMISSION  
IN COOPERATION WITH THE  
US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

CONTINUOUS MONITORING FOR TOTAL CHLOROPHYLL-a, PHYCOCYANIN, AND  
TURBIDITY AT PASSAIC RIVER BELOW TWO BRIDGES, NEW JERSEY

**\*\*Modifications to the original workplan are noted in red\*\***

**Problem**

Demands on water resources in New Jersey require the availability of high-quality water for multiple uses. Numerous sources of pollution have deteriorated the quality of water resources within the State. Water resources planning must address these and other problems to ensure a water supply of high quality to meet future water needs. To assist in the management of these resources, continuous monitoring of water-quality conditions provides the necessary information on the quality of water resources. Continuous monitoring of turbidity, chlorophyll-a, and phycocyanin in combination with existing continuous monitoring of dissolved oxygen and pH improve the identification of algal blooms, which, in turn, lead to degraded water quality downstream of the monitoring location. When the algal biomass is too great, the health of other aquatic biota may be adversely affected. Excessive algae concentrations of certain classes, such as blue-green, also create taste, odor, and water clarity issues for the production of drinking water. Water resource managers, when made aware of incipient algal blooms, may change or blend the source waters to obtain optimal water quality for water treatment.

**Objective and Scope**

To provide a continuous record of turbidity, chlorophyll-a, and phycocyanin concentrations in the Passaic River downstream from the confluence with the Pompton River at Two Bridges, New Jersey. The status of turbidity, chlorophyll-a as a measure of phytoplankton biomass, and phycocyanin concentrations will be monitored for the purpose of planning and managing water resources in the Passaic River.

**Approach**

Concentrations of turbidity, total chlorophyll-a, and phycocyanin will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Turbidity and chlorophyll-a/phycocyanin sensors will be operated at the existing monitoring station. The sensors will be operated and maintained to record chlorophyll-a and phycocyanin concentrations hourly from two locations and turbidity at 3 locations along a cross section of the river for the period October 1, 2020 through September 30, 2021. Phycocyanin monitoring will begin April 1, 2021 and will continue through September 30, 2021.

Water samples will be collected during every routine inspection (approximately every 6 weeks) and up to an additional 10 times per year depending on conditions. Chlorophyll-a samples will be sent to the USGS National Water Quality Laboratory (NWQL) for analysis of total chlorophyll-a and total Pheophytin-a. Phycocyanin samples will be analyzed by BSA Environmental Services for analysis of phycocyanin through NWQL contract. The laboratory analyses will be compared to the continuous monitor data to determine if the chlorophyll and phycocyanin measurements from the chlorophyll-a/phycocyanin sensor correlate with the lab analyses. The equipment will be calibrated as needed to minimize the difference between the laboratory results and the monitor readings.

**Operation and Maintenance**

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

**Continuous-Record Turbidity (at 3 intakes) at the USGS Two Bridges Water-Quality Monitor**

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$15,400	\$0	\$15,400
<b>Total</b>		<b>\$15,400</b>	<b>\$0</b>	<b>\$15,400</b>

**Continuous-Record Chlorophyll (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor**

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$39,375	\$5,800	\$33,575
<b>Total</b>		<b>\$39,375</b>	<b>\$5,800</b>	<b>\$33,575</b>

**Continuous-Record Phycocyanin (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor**

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ <i>*prorated 6 months (April 1, 2021 – September 30, 2021)*</i>	\$8,600	\$0	\$8,600
<b>Total</b>		<b>\$8,600</b>	<b>\$0</b>	<b>\$8,600</b>

<b>Budget Total</b>	<b>\$ 63,375</b>
USGS matching funds	\$ 5,800
<b>Total Cost to PVWS—Water-Quality Monitoring</b>	<b>\$ 57,575</b>

<b>PROJECT EXPENSES</b>	
Labor	\$26,595
Supplies, Equipment, Travel, Other	\$335
Lab (NWQL)	\$3,825
Instrumentation (HIF)	<u>\$5,400</u>
Total Direct Cost	\$36,155
Total Indirect Cost (Overhead)	\$27,220
<b>TOTAL</b>	<b>\$63,375</b>

**Data Availability**

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at [http://waterdata.usgs.gov/nj/nwis/uv/?site\\_no=01389005](http://waterdata.usgs.gov/nj/nwis/uv/?site_no=01389005). The provisional data will be analyzed,

quality-assured and approved for publication to the USGS NWISWeb at  
<http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS streamgage of interest reaches or exceeds a preset threshold.

**PASSAIC VALLEY WATER COMMISSION**

**AMENDMENT TO THE SHARED SERVICES  
AGREEMENT (21LJJFA30) WITH USGS**

**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: Record of Turbidity and Chlorophyll-A Concentrations in the Passaic River at Two Bridges (USGS) for the period continuing through September 30, 2021

Amount of Project or Contract: \$57,575.00  
(Increased by \$8,600 from previously issued certification of 10/30/2020)

Budget 2021 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

Date of Certification: March 30, 2021



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

YW:yw

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**RESOLUTION #21-42  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION APPROVING  
ADDENDUM NO. 2 TO LEASE-BEIRUT RESTAURANT**

**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSALIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, the Passaic Valley Water Commission ("PVWC") previously authorized a three (3) month extension to Beirut Restaurant use of the parking lot adjacent to the PVWC building located at 1525 Main Avenue, Clifton, NJ; and

**WHEREAS**, PVWC hereby authorizes an additional four (4) month extension to Beirut Restaurant's use of the said parking lot, and with Beirut Restaurant's addition of a 10' x 10' tent/gazebo to be located in the outdoor area between the Beirut Restaurant's property and PVWC's property; and

**WHEREAS**, PVWC's Administrative Secretary is in receipt of Addendum No. 2 to said Lease property, to be executed and attested in accordance therewith and provided with a certified check in the amount of \$5,000.00 as the required upfront payment for said 4-month Lease from said Lessee, as well as the necessary representations of compliance to applicable Laws and Regulations relating thereto;

**NOW, THEREFORE, BE IT RESOLVED**, by Passaic Valley Water

Commission, in the County of Passaic, New Jersey:

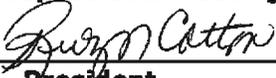
1. **The tendered check and applicable documents in the possession of the Commission are hereby authorized to be executed by the appropriate officers in accordance therewith.**

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

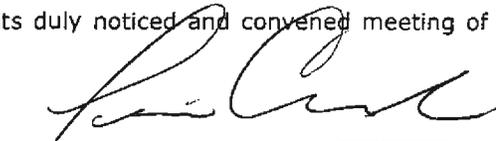
  
\_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
\_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

ADDENDUM/AMENDMENT TO LEASE OF FEBRUARY 10, 2021, BETWEEN THE PASSAIC VALLEY WATER COMMISSION (PVWC), the "LESSOR", AND BEIRUT RESTAURANT, THE "LESSEE".

1. The Lessee as a business proprietor shall continue to comply and comport with any and all COVID 19/Pandemic provisions and protocols that have been enumerated and set forth and established in Governor Murphy's Executive Order Number 192, as so to be continued or as until otherwise lifted/removed/supplemented or so modified. Please see as attached, "Exhibit" A Executive Order 192.
2. The original lease executed and entered into between the parties On FEBRUARY 10 2021, AND SAID TO EXPIRE ON MAY 1, 2021, SHALL SO BE EXTENDED FOR A PERIOD OF 120 DAYS (4 months), COMMENCING ON MAY 6, 2021 and EXPIRE on September 6, 2021. The Lessee shall pay the total sum of (FIVE Thousand Dollars), \$5,000.00/ @ A RATE OF \$1250.00/MONTHLY rent for said 4 month period payable in the form of a cashier's check to the Lessor, Passaic Valley Water Commission. Prior to the expiration of the above 120 days period, the parties hereto shall engage in good faith negotiations within 30 days to extend such period further.
3. The Lessee does not possess a liquor license; however he does have a "BYOB",

Bring Your Own Beverage privilege with the Municipality/City of Clifton. He continues to comply and comport with all regulations and provisions of same.

4. THE LESSEE IS TO PLACE A TENT/GAZBO STRUCTURE ON THE OUTDOOR PORTION OF HIS PROPERTY MEASURING 10X 10. A drawing depicting same will be attached.
  
5. THE ABOVE ITMES SO MENTIONED WILL BE ADDRESSED BY THE PASSAIC VALLEY WATER COMMISSIONS BOARD ON APRIL 14, 2021, COMMENCING @ 9:30 A.M. AT WHICH TIME THE LESSEE WOULD LIKE TO BE HEARD AND PARTICIPATE.

IN WITNES WHEREOF, the above parties hereto have executed this Amendment/Addendum to the Lease the day and year first above written.

LESSEE:

The Beirut Restaurant

BY: \_\_\_\_\_

Print Name and Title

LESSOR:

Passaic Valley Water Commission

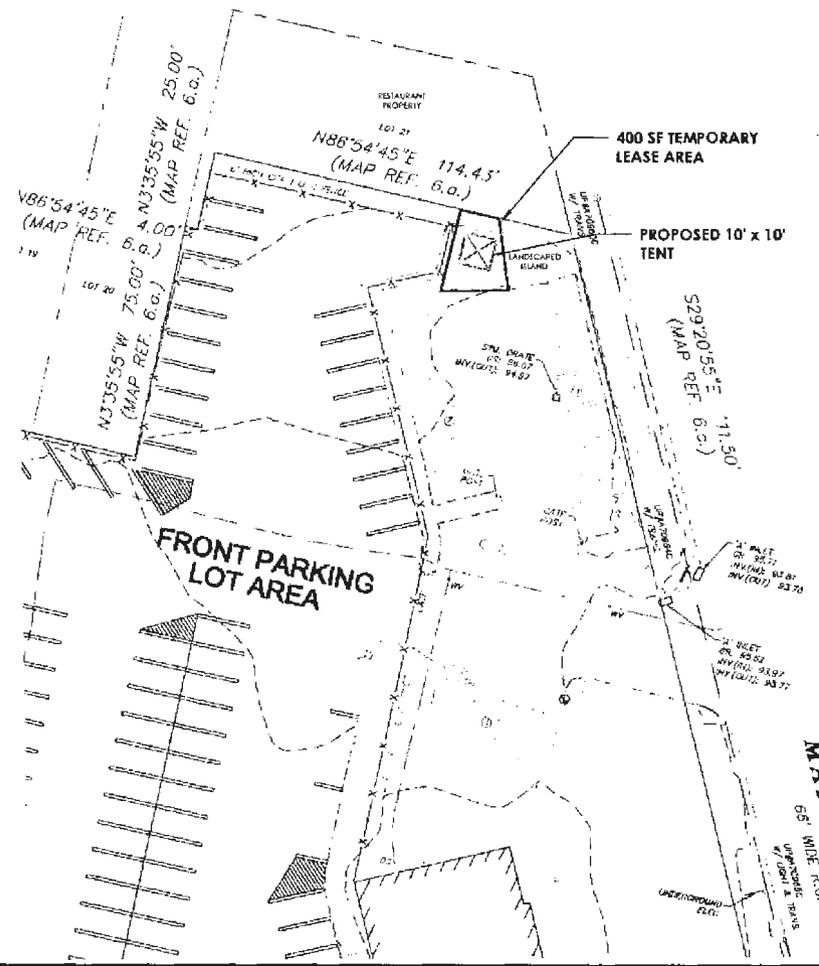
BY: \_\_\_\_\_

Print Name and Title

Date:



Woodward Clyde Associates, Inc. 1500 P.O. Box 2000, Clifton, NJ 07011-0200. TEL: (973) 751-1000. FAX: (973) 751-1001. WWW: www.woodwardclayde.com



- NOTE:**
1. BASE MAP INFORMATION TAKEN FROM A PLAN ENTITLED "TOPOGRAPHIC SURVEY FOR PASSAIC VALLEY WATER COMMISSION - BLOCK 9.18, LOT 26 - CITY OF CLIFTON - PASSAIC COUNTY - NJ", PREPARED BY MASER CONSULTING, PA, DATED 2/26/16, UNSIGNED AND UNSEALED.
  2. THIS IS NOT AN BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE APPROXIMATE AND FOR REFERENCE ONLY.

**PASSAIC VALLEY WATER COMMISSION**  
 1525 MAIN AVE. CLIFTON, N.J. 07011 TEL:(973) 340-4300

**MAIN AVENUE FACILITY**  
 1525 MAIN AVE, CLIFTON

**LEASE AREA WITH TENT**

DESIGNED BY:		DATE:	4/8/21
CHECKED BY:	PP	SCALE:	1"=30'
DRAWN BY:	PAJ	DWG. NO.:	1 OF 1

**RESOLUTION #21-43**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on March 25, 2021 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-11 "Furnish and Deliver Water Service Boxes and Roadway Boxes"; and

**WHEREAS**, said 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 the awarding 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 Ferguson Enterprises of Lakewood, New Jersey (the "Awardee") with respect to said bid in the amount of \$264,901.60; 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. 21-B-11 "Furnish and Deliver Water Service Boxes and Roadway Boxes" In the total amount of \$264,901.60 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 21-B-11 as set forth hereinabove.

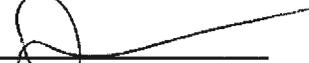
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

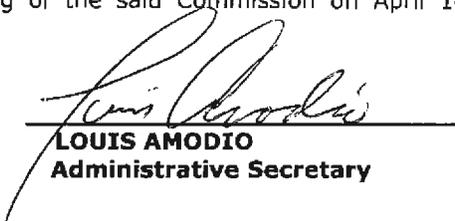
  
\_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
\_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 29, 2021

FROM: Purchasing Department

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

RE: **Contract # 21-B-11**  
**Furnish and Deliver Water Service Boxes and Roadway Boxes**

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 four (4) bids received, the lowest responsive and responsible proposal was submitted by **Ferguson Enterprises.**, of Lakewood, New Jersey, in the amount of **\$264,901.60.**

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: **21-B-11 Ferguson Enterprises.**

Amount of Project or Contract: \$ 264,901.60

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

Specific Appropriation to which expenditures will be charged: Capital Budget  
2021/2022/2023

Other comments: Two (2) Year Contract Commencing: April 2021  
Furnish and Deliver Water Service Boxes and Roadway Boxes

Date of Certification: 03/29/2021 Certified: \$264,901.60

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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Furnish and Deliver Water Service Boxes and Roadway Boxes

Contract #21-B-11

Bid Tabulation Evaluation

Bid Opening Date: March 25, 2021

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferguson Ent. LLC 190 Oberlin Ave Lakewood, NJ 08701	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input checked="" type="checkbox"/> \$20,000 Not to Exceed	\$264,902.00 \$264,901.60	<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
Core and Main LP 660 NJ-23 Pompton Plains, NJ 07444	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input checked="" type="checkbox"/> \$20,000 Not to Exceed	\$274,730.40 \$311,191.60	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Capitol Supply Construction Products Inc 149 Old Turnpike Road Wayne, NJ 07470	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input checked="" type="checkbox"/> \$20,000 Not to Exceed	\$283,094.92	<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
Raritan Group Inc 301 Meadow Rd Edison, NJ 08817	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input checked="" type="checkbox"/> \$20,000 Not to Exceed	\$338,784.30	<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
	<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. <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. <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. <input type="checkbox"/> EEO

**RESOLUTION #21-43**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on March 25, 2021 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-11 "Furnish and Deliver Water Service Boxes and Roadway Boxes"; and

**WHEREAS**, said 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 the awarding 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 Ferguson Enterprises of Lakewood, New Jersey (the "Awardee") with respect to said bid in the amount of \$264,901.60; 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. 21-B-11 "Furnish and Deliver Water Service Boxes and Roadway Boxes" in the total amount of \$264,901.60 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

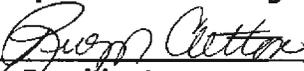
submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 21-B-11 as set forth hereinabove.

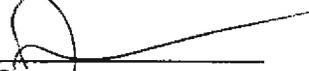
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

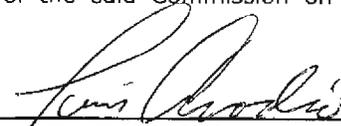
  
\_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
\_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 29, 2021

FROM: Purchasing Department

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

RE: **Contract # 21-B-11**  
**Furnish and Deliver Water Service Boxes and Roadway Boxes**

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 four (4) bids received, the lowest responsive and responsible proposal was submitted by **Ferguson Enterprises.**, of Lakewood, New Jersey, in the amount of **\$264,901.60.**

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: **21-B-11 Ferguson Enterprises.**

Amount of Project or Contract: \$ 264,901.60

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

Specific Appropriation to which expenditures will be charged: Capital Budget  
2021/2022/2023

Other comments: Two (2) Year Contract Commencing: April 2021  
Furnish and Deliver Water Service Boxes and Roadway Boxes

Date of Certification: 03/29/2021 Certified: \$264,901.60

---

**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**Furnish and Deliver Water Service Boxes and Roadway Boxes**

**Contract #21-B-11**

**Bid Tabulation Evaluation**

**Bid Opening Date: March 25, 2021**

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferguson Ent. LLC 190 Oberlin Ave Lakewood, NJ 08701	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> \$20,000 Not to Exceed	   <b>\$264,902.00</b> \$264,901.60	<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
Core and Main LP 660 NJ-23 Pompton Plains, NJ 07444	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> \$20,000 Not to Exceed	   <b>\$274,730.40</b> \$311,191.60	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Capitol Supply Construction Products Inc 149 Old Turnpike Road Wayne, NJ 07470	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> \$20,000 Not to Exceed	   <b>\$283,094.92</b>	<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
Raritan Group Inc 301 Meadow Rd Edison, NJ 08817	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> \$20,000 Not to Exceed	   <b>\$338,784.30</b>	<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
	<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. <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. <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. <input type="checkbox"/> EEO

**RESOLUTION #21-44**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 14, 2021**

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 **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on March 25, 2021 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-10 "Roll-Off Container-Trash Removal Services"; 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 lowest responsible bid submitted for this Contract was that of Cardella Trucking Company of North Bergen, New Jersey, (the "Awardee") with respect to said bid, in the amount of \$79,070.00; and

**WHEREAS**, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualification of bidders therefor; 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:

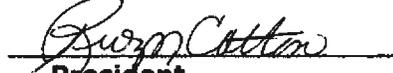
1. That Contract No. 21-B-10 "Roll-Off Container-Trash Removal Services" in the total amount of \$79,070.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and 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 21-B-10 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

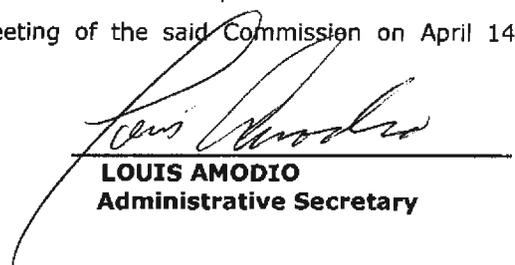
  
 \_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
 \_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 29, 2021

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 21-B-10**  
**Roll-Off Container Trash Removal 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 four (4) bids received, the lowest responsive and responsible proposal was submitted by **Cardella Trucking Co.** of North Bergen, New Jersey, in the amount of **\$79,070.00**

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: **21-B-10 Cardella Trucking Co.  
Roll-Off Container Trash Removal Services**

Amount of Project or Contract: \$79,070.00

1. Acct: # 001-2002-423-70-14 Purchases / Garbage Disposal

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

Other comments: Two (2) Year Contract Commencing: April 2021  
Roll-Off Container Trash Removal Services

Date of Certification: 03/29/2021 Certified: \$79,070.00

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION # 21-45**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on March 25, 2021 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-6 "Valve Operation and Hydrant Flushing"; and

**WHEREAS**, said 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 the awarding 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 Wachs Water Services of Columbia, Maryland (the "Awardee") with respect to said bid in the amount of \$558,942.50; 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. 21-B-6 "Valve Operation and Hydrant Flushing" in the total amount of \$558,942.50 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

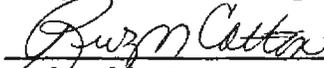
solicitation for bids made in connection with Contract 21-B-6 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

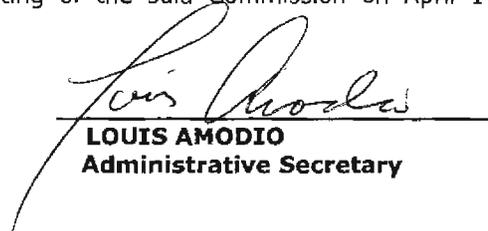
  
\_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
\_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 29, 2021

FROM: Purchasing Department

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

RE: **Contract # 21-B-6 Valve Operation & Hydrant Flushing**

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, the lowest responsive and responsible proposal was submitted by **Wachs Water Services.**, of Columbia, Maryland, in the amount of **\$558,942.50**.

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:

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Description of Project or Contract: **21-B-6 Wachs Water Service**

Amount of Project or Contract: \$ 558,942.50

1. Acct: # 001-0901-419-95-05 Capital / Outside Contractors

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

Other comments: One (1) Year Contract Commencing: April 2021  
Valve Operation & Hydrant Flushing

Date of Certification: 03/29/2021 Certified: \$558,942.50

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**Valve Operation and Hydrant Flushing Program**

**Contract #21-B-6**

**Bid Tabulation Evaluation**

**Bid Opening Date: March 25, 2021**

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Pure Technologies US Inc. dba Wachs Water Services 8920 State Route 108, suite D Columbia, MD 21045	<input type="checkbox"/> Certified Check	\$558,942.50	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> 10% Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> \$20,000 Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
John Garcia Construction Co. Inc. 183 Friar Lane Clifton, NJ 07013	<input type="checkbox"/> Certified Check	\$745,400.00	<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> 10% Bid Bond		<input checked="" type="checkbox"/> PWWC Consent of Surety
	<input checked="" type="checkbox"/> \$20,000 Not to Exceed		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input checked="" type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> EEO
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
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	<input type="checkbox"/> Certified Check		<input type="checkbox"/> PWWC Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> EEO

**RESOLUTION # 21-46**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSALIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 21-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 at least one (1) professional services provider (or provider of extraordinary unspecifiable services); and

**WHEREAS**, the Proposal received on March 11, 2021 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**, JGSC (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the Proposal; and

**WHEREAS**, reimbursement shall be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$156,068.00 for professional services related to the Project, and a copy of the Executive Director's and the Director of Engineering's memorandum dated March 19, 2021 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 including amendments thereto (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's Response will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

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

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

**WHEREAS**, the solicitation and the Awardee's 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 C;

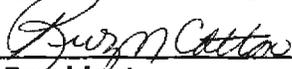
**NOW, THEREFORE, BE IT RESOLVED**, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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 \$156,068.00; 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**

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

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

  
\_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
\_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.

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

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-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  
MARCH 19, 2021**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: March 19, 2021

To: Hon. Commissioners

From: J. Bella & Duprey

C: G. Hanley  
L. Amodio  
G. Lucianin

Re: Request for the Commission to Award Project 21-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 \$156,068.00.

Continuation of these services is needed for PVWC to remain in compliance with the Second Amended Administrative Consent Order (including amendments thereto) (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. 21-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 March 11, 2021 for the Project was that of JGSC Group, LLC ("JGSC") of Merchantville, New Jersey, and a copy of JGSC's Proposal, along with the solicitation, is available for inspection in the office of PVWC's Administrative Secretary

JGSC (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the Proposal. Reimbursement shall be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$156,068.00. The Proposal will be incorporated into the Contract, a form of which is attached hereto as Exhibit C.

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.

Subject to review and approval by the Law Department, it is recommended that the Project 21-P-60 be awarded to JGSC Group, LLC ("JGSC Group") in the stipulated not-to-exceed amount set forth above.

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-60  
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH  
AND PARTICIPATION FOR THE WATER  
STORAGE IMPROVEMENT PROJECTS**

**FORM OF AGREEMENT**

**EXHIBIT B**

**FORM OF AGREEMENT**

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011 and 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. 21-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 March 11, 2021 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 \$156,068.00. 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 pledge 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

(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
RUBY N. COTTON  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

(the Awardee's Proposal and Solicitation are  
on File and Available for Inspection in the  
Office of PVWC's Administrative Secretary)

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-60  
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH  
AND PARTICIPATION FOR THE WATER  
STORAGE IMPROVEMENT PROJECTS**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

Proposals | Received March 11, 2021

Project 21-P-60 Public Outreach

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
JGSC Group PO Box 1148 Merchantville, NJ 08109 <a href="mailto:jgetz@jgscgroup.com">jgetz@jgscgroup.com</a>		\$156,068.00	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Remington & Vernick Eng 232 Kings Highway East Haddonfield, NJ 08033 <a href="mailto:mark.hubat@rve.com">mark.hubat@rve.com</a>		NO BID EMAIL	<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC
Melissa Johnson Associates 26 Broadway 3rd Floor New York, NY 10004			<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

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: Professional Services - JGSC Group "Public Outreach & Participation for The Water Storage Improvement Projects

**Professional Services** for Project # 21-P-60

Amount of Project or Contract: \$ 156,068.00

1. Acct: # 001-0901-419-95-24 Professional Services-Capital/Reservoir Covers

Other comments: **Professional Services**

Date of Certification: 03/26/2021



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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION # 21-47  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
STATE CONTRACT #19-TELE-00656  
PROCUREMENT OF COMPUTER EQUIPMENT**

**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, PVWC requires the procurement of computer equipment for upgrades and replacement of obsolete computer equipment that are nearing or at the end of their useful life; and

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

**WHEREAS**, PVWC has elected to procure the said computer equipment in the total amount of \$131,753.55 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract # 19-TELE-00656 (herein the "State Contract"), and a copy of a memorandum dated April 6, 2021 from PVWC's Director of Purchasing, along with other relevant information, is attached hereto and made a part hereof as Exhibit A; and

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

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

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

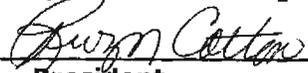
**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

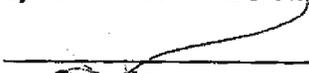
1. That the purchase of the above-referenced replacement servers under the State Contract is hereby awarded to the Awardee in the total amount of \$131,753.55; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  X  </u>	___	___	___
<b>DEPADUA, C.</b>	<u>  X  </u>	___	___	___
<b>VAN RENSALIER, R.</b>	<u>  X  </u>	___	___	___
<b>SANCHEZ, R.</b>	<u>  X  </u>	___	___	___
<b>KOŁODZIEJ, J.</b>	<u>  X  </u>	___	___	___
<b>LEVINE, J.</b>	<u>  X  </u>	___	___	___
<b>COTTON, R.</b>	<u>  X  </u>	___	___	___

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

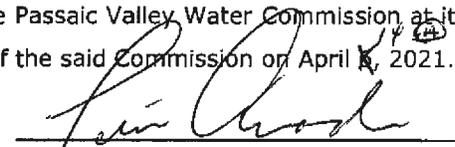
  
 \_\_\_\_\_  
 President  
**RUBY N. COTTON**

  
 \_\_\_\_\_  
 Secretary  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.



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

**PASSAIC VALLEY WATER COMMISSION**

**PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED APRIL 6, 2021  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT INFORMATION**

**EXHIBIT A**



## A quote for your consideration.

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

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

<b>Quote No.</b>	3000081945026.2	<b>Sales Rep</b>	Jamie Wettengal
<b>Total</b>	\$122,134.37	<b>Phone</b>	(800) 456-3355, 6179680
<b>Customer #</b>	133751762	<b>Email</b>	Jamie_Wettengal@Dell.com
<b>Quoted On</b>	Mar. 29, 2021	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Apr. 28, 2021		PASSAIC VALLEY WATER
<b>Solution ID</b>	14014310		COMMISSIO
<b>Deal ID</b>	20223115		1525 MAIN AVE
			CLIFTON, NJ 07011-2195

### Message from your Sales Rep

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

Regards,  
Jamie Wettengal

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>	<b>Install At</b>
ERIC COAN PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 340-4376	Standard Delivery	ERIC COAN PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE CLIFTON, NJ 07011-2195 (973) 340-4376

**Solution Name:**  
PVWC | IDPA/ME4/Switches

Product	Unit Price	Quantity	Subtotal
PowerVault ME4024 Tailor Made Instant Savings - [pv_me4024_13100]	\$17,433.50	2	\$34,867.00
PowerSwitch S4112-ON - [amer_s4112-on_12808]	\$4,331.31	2	\$8,662.62
GRANULAR RECOVERY - AMER	\$0.00	1	\$0.00

GRANULAR RECOVERY - AMER	\$0.00	1	\$0.00
PowerSwitch S4148 - [amer_s4148_12357]	\$8,184.99	1	\$8,184.99
DP4400 APPLIANCE - AMER	\$23,737.47	1	\$23,737.47
FY22 Q1 S4128 Instant Savings - [amer_promo_s4128_12358]	\$5,477.91	2	\$10,955.82
DP4400 APPLIANCE - AMER	\$35,726.47	1	\$35,726.47
	<b>Subtotal:</b>		<b>\$122,134.37</b>
	<b>Shipping:</b>		<b>\$0.00</b>
	<b>Non-Taxable Amount:</b>		<b>\$122,134.37</b>
	<b>Taxable Amount:</b>		<b>\$0.00</b>
	<b>Estimated Tax:</b>		<b>\$0.00</b>
	<b>Total:</b>		<b>\$122,134.37</b>

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

**Shipping Group Details**

**Shipping To**  
 ERIC COAN  
 PASSAIC VALLEY WATER  
 COMMISSIO  
 1525 MAIN AVE  
 CLIFTON, NJ 07011-2195  
 (973) 340-4376

**Shipping Method**  
 Standard Delivery

**Install At**  
 ERIC COAN  
 PASSAIC VALLEY WATER  
 COMMISSIO  
 1525 MAIN AVE  
 CLIFTON, NJ 07011-2195  
 (973) 340-4376

**Solution Name:**  
 PVWC | IDPA/ME4/Switches

	Quantity	Subtotal
<b>PowerVault ME4024 Tailor Made Instant Savings - [pv_me4024_13100]</b>	2	\$34,867.00
Estimated delivery if purchased today: Apr. 21, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656		

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC ME4024 Storage Array	210-AQ1F	-	2	-
10Gb iSCSI BaseT 8 Port Dual Controller	403-BBXX	-	2	-
Rack Rails 2U	770-BCVF	-	2	-
ME Series 2U Bezel	325-BDDO	-	2	-
Power Supply, 580W, Redundant	450-AHSQ	-	2	-
Dell EMC ME4024 Shipping	340-CHFH	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	821-6057	-	2	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	821-6063	-	2	-
Dell Hardware Limited Warranty	821-6130	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
ProDeploy Dell EMC Storage ME 4XXX 2U	822-2923	-	2	-
ProDeploy Dell EMC Storage ME 4XXX 2U Deployment Verification	822-2924	-	2	-
2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AUTO	-	40	-
Hard Drive Filler 2.5in, single blank	400-AEPR	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

	Quantity	Subtotal
<b>PowerSwitch S4112-ON - [amer_s4112-on_12808]</b>	2	\$8,662.62
Estimated delivery if purchased today: Apr. 16, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656		

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4112T, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10	210-AOYW	-	2	-
OS10 Enterprise, S4112T	634-BQZY	-	2	-
Dell EMC Networking S4112-ON Americas User Guide	343-BBJO	-	2	-

Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112	770-BCTF	-	2	-
Dell Hardware Limited Warranty 1 Year	817-7266	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	817-7279	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	817-7280	-	2	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	817-7298	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	-	2	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m	470-AAIB	-	4	-
			<b>Quantity</b>	<b>Subtotal</b>

**GRANULAR RECOVERY - AMER**

Estimated delivery if purchased today:  
Apr. 21, 2021  
Contract # C00000005003  
Customer Agreement # M0483/19TELE00656

\$0.00 1 \$0.00

Description	SKU	Unit Price	Quantity	Subtotal
Granular Recovery	210-AWPV	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
EMC Granular Recovery Microsoft MID=CA	528-BFNZ	-	1	-
3 Years ProSupport Next Business Day EMC Granular Recovery Microsoft Software Support-Maintenance	838-3759	-	1	-
On-Site Installation Declined	900-9997	-	1	-

**GRANULAR RECOVERY - AMER**

Estimated delivery if purchased today:  
Apr. 21, 2021  
Contract # C00000005003  
Customer Agreement # M0483/19TELE00656

\$0.00 1 \$0.00

Description	SKU	Unit Price	Quantity	Subtotal
Granular Recovery	210-AWPV	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
EMC Granular Recovery Microsoft MID=CA	528-BFNZ	-	1	-
3 Years ProSupport Next Business Day EMC Granular Recovery Microsoft Software Support-Maintenance	838-3759	-	1	-
On-Site Installation Declined	900-9997	-	1	-

**PowerSwitch S4148 - [amer\_s4148\_12357]**

Estimated delivery if purchased today:

\$8,184.99 1 \$8,184.99

Apr. 08, 2021  
 Contract # C000000005003  
 Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4148T-ON, 1U, 48 x 10Gbase-T, 4 x QSFP28, 2 x QSFP+, 10 to PSU, 2 PSU, OS10	210-ALSN	-	1	-
OS10 Enterprise S4148T-ON	619-AMJM	-	1	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	1	-
Dell Hardware Limited Warranty 1 Year	815-1401	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	815-1465	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	815-1467	-	1	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	815-1511	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	-	1	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	-	1	-
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m	470-AAIB	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
			Quantity	Subtotal
<b>DP4400 APPLIANCE - AMER</b>		<b>\$23,737.47</b>	<b>1</b>	<b>\$23,737.47</b>

Estimated delivery if purchased today:  
 May. 10, 2021  
 Contract # C000000005003  
 Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Thank you for buying Dell EMC	379-BDTQ	-	1	-
IDPA DP4400S 12TB 8X10GBASE-T RJ45	210-AWOJ	-	1	-
IDPA DP4400S 12TB 8X10GBASE-T RJ45	321-BFRI	-	1	-
PSNT Info	329-BDWH	-	1	-
IDPA DP4400 Branding	350-BBSU	-	1	-
Dell Hardware Limited Warranty 1 Year	838-9364	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended	836-9366	-	1	-
ProSupport 7x24 HW Tech Support and Assistance 3 Years	838-9369	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 1 Year	838-9379	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Capacity Expansion Pack 4TB Software Spt Contract	838-3439	-	1	-

IDPA BU App Enabler ENTRY=IA	528-CKBD	-	1	-
Federated Reporting Server ENTRY=IA	528-CKBE	-	1	-
IDPA Target Protocol Enabler ENTRY=CA	528-CKBF	-	1	-
vRealize Enabler ENTRY=IA	528-CKBG	-	1	-
IDPA BoostFS Enabler ENTRY=IA	528-CKBH	-	1	-
IDPA BU Search Enabler ENTRY=CA	528-CKBI	-	1	-
Analytics Enabler ENTRY=CB	528-CKBJ	-	1	-
Data Protection Central for DPD=CA	528-CKBM	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 ENV Enablers Software Support-Maintenance	838-3699	-	1	-
IDPA DP4400 Platform Hypervisor	800-BBSN	-	1	-
IDPA DP4400 Platform HPVSR MAINT 3YR	800-BBSM	-	1	-
IDPA DP4400 Cloud Tier 5TB Starter Pack	528-BEHL	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud Tier Starter Pack Software Support-Maintenance	838-3579	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud Tier Software Support Contract	838-3619	-	1	-
IDPA DP4400 Cloud DR 5TB Starter Pack	528-CJZM	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud DR Starter Pack Software Support-Maintenance	838-3639	-	1	-
ProDeploy Dell EMC Data Protection 4XXX Appliance	823-9706	-	1	-
ProDeploy Dell EMC Data Protection Appliance 4XXX Deployment Verification	823-9707	-	1	-
IDPA DP4400 Software Factory Installed	658-BDZK	-	1	-
IDPA DP4400 2U 14G Bezel	350-BBXS	-	1	-
IDPA DP4400 Shipping	340-CHLV	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-
iDRAC9, Enterprise	385-BBNZ	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
IDPA DP4400S SW 4TB EXPN	528-CJZC	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Capacity Expansion Pack 4TB Software Support-Maint	838-3419	-	1	-
IDPA DP4400S ENV Config 4TB	528-CJZF	-	4	-
3 Years ProSupport Next Business Day IDPA DP4400 ENV CONFIG 4TB Software Support-Maintenance	844-2361	-	4	-
IDPA DP4400 Cloud Tier SW License	528-CKBB	-	7	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud Tier Software Support-Maintenance	838-3599	-	7	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>FY22 Q1 S4128 Instant Savings - [amer_promo_s4128_12358]</b>		<b>\$5,477.91</b>	<b>2</b>	<b>\$10,955.82</b>
Estimated delivery if purchased today: Apr. 08, 2021 Contract # C00000005003 Customer Agreement # M0483/19TELE00656				
<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>

Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, IO to PSU, 2 PSU, OS10	210-ALTD	-	2	-
OS10 Enterprise S4128T-ON	619-AMJB	-	2	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	2	-
Dell Hardware Limited Warranty 1 Year	814-1524	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	814-1557	-	2	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	814-1558	-	2	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	814-1580	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">/www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment Verification	804-2146	-	2	-
ProDeploy Dell Networking S Series 4XXX Switch - Deployment	821-5785	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m	470-AAIB	-	4	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>DP4400 APPLIANCE - AMER</b>		<b>\$35,726.47</b>	<b>1</b>	<b>\$35,726.47</b>

Estimated delivery if purchased today:  
May, 10, 2021  
Contract # C000000005003  
Customer Agreement # M0463/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Thank you for buying Dell EMC	379-BDTP	-	1	-
IDPA DP4400 24TB 8X10GBase-T RJ45	210-AWOG	-	1	-
IDPA DP4400 24TB 8X10GBASE-T RJ45	321-BFRD	-	1	-
PSNT Info	329-BDWH	-	1	-
IDPA DP4400 Branding	350-BBSU	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 1 Year	838-3326	-	1	-
ProSupport 7x24 HW Tech Support and Assistance 3 Years	838-3336	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended	838-3339	-	1	-
Dell Hardware Limited Warranty 1 Year	838-3341	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">/www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
IDPA BU App Enabler ENTRY=IA	528-CKBD	-	1	-
Federated Reporting Server ENTRY=IA	528-CKBE	-	1	-
IDPA Target Protocol Enabler ENTRY=CA	528-CKBF	-	1	-
vRealize Enabler ENTRY=IA	528-CKBG	-	1	-
IDPA BoostFS Enabler ENTRY=IA	528-CKBH	-	1	-

IDPA BU Search Enabler ENTRY=CA	528-CKBI	-	1	-
Analytics Enabler ENTRY=CB	528-CKBJ	-	1	-
Data Protection Central for DFD=CA	528-CKBM	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 ENV Enablers Software Support-Maintenance	838-3699	-	1	-
IDPA DP4400 Platform Hypervisor	800-BBSN	-	1	-
IDPA DP4400 Platform HPVSR MAINT 3YR	800-BBSM	-	1	-
IDPA DP4400 Cloud Tier 5TB Starter Pack	528-BEHL	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud Tier Starter Pack Software Support-Maintenance	838-3579	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud Tier Software Support Contract	838-3619	-	1	-
IDPA DP4400 Cloud DR 5TB Starter Pack	528-CJZM	-	1	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud DR Starter Pack Software Support-Maintenance	838-3639	-	1	-
ProDeploy Dell EMC Data Protection 4XXX Appliance	823-9706	-	1	-
ProDeploy Dell EMC Data Protection Appliance 4XXX Deployment Verification	823-9707	-	1	-
IDPA DP4400 Software Factory Installed	658-BDZK	-	1	-
IDPA DP4400 2U 14G Bezel	350-BBXS	-	1	-
IDPA DP4400 Shipping	340-CHLV	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-
IDRAC9, Enterprise	385-BBNZ	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
IDPA DP4400 ENV CONFIG 12TB	528-CJZE	-	2	-
3 Years ProSupport Next Business Day IDPA DP4400 ENV CONFIG 12TB Software Support-Maintenance	844-2381	-	2	-
IDPA DP4400 Cloud Tier SW License	528-CKBB	-	15	-
3 Years ProSupport Next Business Day IDPA DP4400 Cloud Tier Software Support-Maintenance	838-3599	-	15	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-

<b>Subtotal:</b>	<b>\$122,134.37</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$122,134.37</b>

## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oem/terms](http://www.dell.com/oem/terms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecific/terms](http://www.dell.com/offeringspecific/terms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



## A quote for your consideration.

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

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

<b>Quote No.</b>	3000081945819.1	<b>Sales Rep</b>	Larry Hays
<b>Total</b>	\$9,619.18	<b>Phone</b>	(800) 456-3355, 6179313
<b>Customer #</b>	133751762	<b>Email</b>	Damion_Hays@Dell.com
<b>Quoted On</b>	Mar. 29, 2021	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Apr. 28, 2021		PASSAIC VALLEY WATER
			COMMISSIO
			1525 MAIN AVE
			CLIFTON, NJ 07011-2195

### Message from your Sales Rep

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

Regards,  
Larry Hays

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
ERIC COAN PASSAIC VALLEY WATER COMMISSIO 1525 MAIN AVE PASSAIC VALLEY WATER CO CLIFTON, NJ 07011-2195 (973) 340-4376	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 3080 Small Form Factor	\$571.66	12	\$6,859.92
Dell UltraSharp 24 Monitor - U2419H	\$211.19	7	\$1,478.33
Dell UltraSharp 24 Monitor - U2419H	\$182.99	7	\$1,280.93

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<b>Subtotal:</b>	<b>\$9,619.18</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$9,619.18</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$9,619.18</b>
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



### Shipping Group Details

**Shipping To**

ERIC COAN  
 PASSAIC VALLEY WATER  
 COMMISSIO  
 1525 MAIN AVE  
 PASSAIC VALLEY WATER CO  
 CLIFTON, NJ 07011-2195  
 (973) 340-4376

**Shipping Method**

Standard Delivery

	Quantity	Subtotal
<b>OptiPlex 3080 Small Form Factor</b>	<b>12</b>	<b>\$6,859.92</b>
Estimated delivery if purchased today: Apr. 05, 2021 Contract # C000000005003 Customer Agreement # M0483/19TELE00656		

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3080 SFF BTX	210-AVPJ	-	12	-
10th Generation Intel Core i5-10500 (6-Core, 12MB Cache, 3.1GHz to 4.5GHz, 65W)	338-BVCB	-	12	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	12	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	12	-
8GB (1x8GB) DDR4 non-ECC Memory	370-AEBK	-	12	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	12	-
M.2 22x30 Thermal Pad	412-AAQT	-	12	-
M2X3.5 Screw for SSD/DDPE	773-BB8C	-	12	-
No Additional Hard Drive	401-AANH	-	12	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	12	-
OptiPlex 3080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEUN	-	12	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	12	-
DVD+/-RW Bezel	325-BDSG	-	12	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	12	-
CMS Essentials DVD no Media	658-BBTV	-	12	-
No Media Card Reader	379-BBHM	-	12	-
Speaker for Tower and SFF	520-AARD	-	12	-
No Wireless LAN Card	555-BBFO	-	12	-
No Wireless Driver	340-AFMQ	-	12	-
Chassis Intrusion Switch - SFF	461-AAEE	-	12	-
No Additional Cable Requested	379-BBCY	-	12	-
No PCIe add-in card	492-BBFF	-	12	-
No Additional Add in Cards	382-BBHX	-	12	-
Optional VGA Video Port	382-BBFW	-	12	-
Dell KB216 Wired Keyboard English	580-ADJC	-	12	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	12	-
No Cable Cover	325-BCZQ	-	12	-

SupportAssist	525-BBCL	-	12	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	12	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	12	-
Waves Maxx Audio	658-BBRB	-	12	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
Dell Watchdog Timer	379-BDWG	-	12	-
Quick Setup Guide 3080 SFF	340-CPVF	-	12	-
Print on Demand Label	389-BDQH	-	12	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	12	-
Shipping Material for SFF (DAO)	340-CQYR	-	12	-
Shipping Label for DAO, BRZ	389-BBUU	-	12	-
SFF: EPA Regulatory LBL for Mexico	389-DVCL	-	12	-
No CompuTrace	461-AABF	-	12	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	12	-
Desktop BTS/BTP Shipment	800-BBIP	-	12	-
Fixed Hardware Configuration	998-EBZF	-	12	-
Dust cover SFF	325-BDSX	-	12	-
No Out-of-Band Systems Management	631-ACMW	-	12	-
No External ODD	429-ABGY	-	12	-
No Optane	400-BFPO	-	12	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	12	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	12	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	12	-

**Quantity Subtotal**

**Dell UltraSharp 24 Monitor - U2419H**

**\$211.19 7 \$1,478.33**

Estimated delivery if purchased today:  
May. 11, 2021  
Contract # C000000005003  
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2419H	210-ARCF	-	7	-
Dell Limited Hardware Warranty	814-5380	-	7	-
Advanced Exchange Service, 3 Years	814-5381	-	7	-

**Quantity Subtotal**

**Dell UltraSharp 24 Monitor - U2419H**

**\$182.99 7 \$1,280.93**

Estimated delivery if purchased today:  
Apr. 06, 2021  
Contract # C000000005003  
Customer Agreement # M0483/19TELE00656

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2419H Without Stand	210-ARCI	-	7	-
Dell Limited Hardware Warranty	814-5380	-	7	-
Advanced Exchange Service, 3 Years	814-5381	-	7	-

Subtotal:	\$9,619.18
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$9,619.18

## Important Notes

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: April 6, 2021

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # – 19-TELE-00656  
Computer Equipment**

The IT Dept. is requesting permission to purchase computer equipment.

Various items are needed (see attached lists) for upgrades and replacement of old back-up & storage.

The State Contract purchase will be from Dell Marketing LP., of Round Rock, Texas in the amount of \$131,753.55. Funds for this purchase have been budgeted under our 2021 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

Gregg B. Lucianin  
Buyer

cc: L. Amodio  
J. Duprey

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**INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF COMMISSIONERS  
**FROM:** ERIC COAN, IT  
**SUBJECT:** DELL PURCHASE IN AMOUNT OF \$131,753.55  
**DATE:** APRIL 5<sup>TH</sup>, 2021

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This resolution is to approve the purchase of Storage, Backup and Networking Equipment, from Dell Technologies of Plain Rock, Texas. The Backup and Storage equipment, purchased with this resolution, will help PVWC uphold the State of New Jersey's Data Retention Policy. In addition, this equipment will continue to allow the Commission to further develop a system, which allows PVWC to restore from previous backups, in the event of a cyber-attack or natural disaster. The networking equipment purchased in this resolution, will also allow PVWC to continue to upgrade the network at the LFWTP, strengthening the reliability and security of the connection from the Clifton campus to the different buildings at the LFWTP.



Advanced Search

Search for:  Bids  Contracts/Blankets

Search Using: ALL of the criteria

Search Fields: Contract/Blanket #

PO Type

Contract/Blanket Description

Buyer

Vendor Name del

Bid #

Type Code

Catalog

Expiration Date (MM/DD/YYYY): From: [ ] To: [ ]

Item Description

Organization

Department

HQP Class

HQP Class Num

Commodity Code

Include Expired

Find It Clear

Results

Contract/Blankets #	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
89850		M000 - SOFTWARE LICENSE & RELATED SERVICES	Del Marketing L.P	19	09/01/2015	12/31/2020
84796		M700 - DATA COMMUNICATIONS EQUIPMENT	Del Marketing L.P	18	09/01/2014	08/31/2021
19-TSLF-00656		M048 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	Del Marketing L.P	18	10/01/2015	07/31/2021

Exit

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SONJ\_SON\_AWS\_PROD\_BUYSPED\_2\_bso

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: **State Contract Purchase 19-TELE-00656  
Dell Marketing, L.P.**

Amount of Project or Contract: \$131,753.55

1. Acct: # 001-0901-419-95-07 Capital/Computer & Software

Specific Appropriation to which expenditures will be charged: Capital Budget 2021

Other comments: Single Purchase: April 2021  
COMPUTER EQUIPMENT

Date of Certification: 04/06/2021 Certified: \$131,753.55

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION # 21-48  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
STATE CONTRACT PURCHASE FOR ONE (1)  
HOOKLIFT DUMP TRUCK FOR THE  
MAINTENANCE DEPARTMENT**

**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSA LIER**

Seconded by Commissioner: **CARMEN DEPADUA**

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

**WHEREAS**, PVWC has deemed it necessary to procure one (1) Year 2021 Ford Super Duty 4 x 4 Palfinger Hooklift Dump Truck (State Contract T-3063 17-Fleet-00241) from Route 23 Automall (the "Awardee") of Butler, New Jersey in the total amount of \$85,356.00; and

**WHEREAS**, the vehicle will be assigned to PVWC's Maintenance Department; and

**WHEREAS**, a copy of a memorandum dated April 6, 2021 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

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

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

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

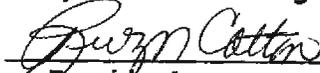
1. That the purchase of the above-referenced vehicle under the referenced State Contract is hereby awarded to the Awardee in the total amount as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents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

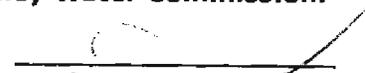
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>DEPADUA, C.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>VAN RENSALIER, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>SANCHEZ, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>KOLODZIEJ, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>LEVINE, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>COTTON, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>

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

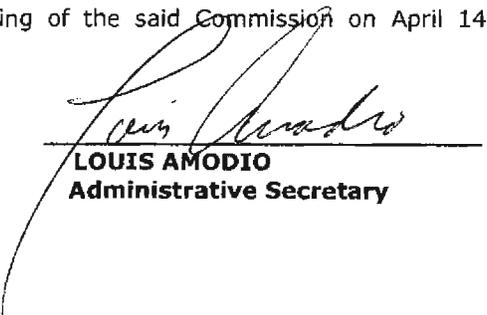
  
\_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
\_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.



---

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

**PASSAIC VALLEY WATER COMMISSION**

**PROCUREMENT OF ONE (1)  
HOOKLIFT DUMP TRUCK FOR THE  
MAINTENANCE DEPARTMENT**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED APRIL 6, 2021  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT INFORMATION**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: April 6, 2021

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # T-3063 17-Fleet-00241  
2021 Ford Super Duty 4x4 Palfinger Hooklift Dump Truck**

The Maintenance Department is in need of replacing one (1) Chemical Truck.

State Contract Purchase from **Route 23 Automall**, of Butler New Jersey. The Finance Department has "Certified the Availability of Funds" (see attached.)

Respectfully submitted,

Gregg B. Lucianin  
Buyer

cc: L. Amodio  
J. Duprey

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: **State Contract Purchase T3063-17-Fleet-00241  
Route 23 Automall**

Amount of Project or Contract: \$85,356.00  
1. Acct: # 001-0901-419-95-04 Capital / Vehicles

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

Other comments: Single Purchase: Ford 4x4 Super Duty Palfinger Hooklift Dump Truck  
Maintenance Department

Date of Certification: 04/06/2021 Certified: \$85,356.00

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

YW:gbl

---





Advanced Search

Search For:  Bids  Contracts/Blankets

Search Using: ALL of the criteria

Search Fields: Contract/Blanket #

Contract/Blanket Description

Vendor Name: Route 23 Automall LLC

Type Code

Catalog

Expiration Date (MM/DD/YYYY): From: [ ] to: [ ]

Item Description

Organization

Department

NIGP Class

NIGP Class Item

Commodity Code

Include Expired

PO Type

Buyer

Bid #



Find It Clear

Results

Contract/Blankets #	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
89262		T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER OVER 15,000 LB GVWR)	Route 23 Automall LLC	04	07/21/2015	07/20/2021
86907		T2761 - NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	Route 23 Automall LLC	04	02/26/2016	02/25/2022
83025		T2289 - STAKE TRUCK, 15,000 LB GVWR, 12 FT. BODY WITH SIGN STORAGE COMPARTMENTS & ACCESS.	Route 23 Automall LLC	04	11/02/2012	08/01/2021
42873		T2085 - AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER OVER 15,000 LB GVWR)	Route 23 Automall LLC	04	08/10/2016	08/09/2021
40812		T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	Route 23 Automall LLC	04	03/18/2016	03/17/2022
40321		T2959 - UTILITY TRUCK, 10,600 LB. GVWR, EXT. CAB/DRW, GAS POWERED, 4WD, 9' BODY & ACC.	Route 23 Automall LLC	01	12/16/2015	12/15/2021
20-FLEET-01206	20DPP00478	T2789 Bucket Truck, 19,500 lb. GVWR Crew Cab & Chassis, DRW, 4WD with Service Body, Minimum 42 Foot	Route 23 Automall LLC	04	07/29/2020	07/28/2023
17-FLEET-00241	17DPP00105	T3068 Universal Truck, 19,300 lb. GVWR Crew Cab & Chassis, DRW, 4WD, with Various Bodies	Route 23 Automall LLC	04	08/17/2017	08/16/2021

Exit

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Palfinger® Hooklift hoists allow one chassis to load, unload or dump a variety of bodies. Our hooklift hoists can easily switch from a dump body, to a flatbed, back to a salt spreader or to any customized body in less than 30 seconds.

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**AMERICAN ROLL-OFF**

American Roll-Off® manufactures a complete line of single axle, tandem axle and triaxle roll-off hoists. We offer capacities of 20,000 lbs through 75,000 lbs for 10 ft through 26 ft long containers for your truck.

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**Watch Video**



**Related Documents**

[Hooklifts Brochure](#)

[Rolloffs Brochure](#)

**How Can We Help You?**



**RESOLUTION # 21-49**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: APRIL 14, 2021**

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: **RONALD VAN RENSAIJER**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 21-P-85 entitled "Search Consultant Services" (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 response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's memorandum dated April 8, 2021 is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, can be seen from the above-referenced PVWC memorandum, the firm of Giddings Group of Fort Myers, Florida (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received April 8, 2021 (hereinafter the "Response"); and

**WHEREAS**, a copy of the Response (including the form of Contract) is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

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

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

**WHEREAS**, the solicitation, and the response of the Awardee, are also on file in the office of the Administrative Secretary and available for inspection; and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and the 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, in the lump sum amount of \$63,000.00 for services related to the Project, and with reimbursements to be made in accordance with the partial payment schedule as set forth in the Contract, and

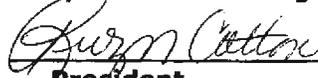
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and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

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>DEPADUA, C.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>VAN RENSALIER, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>SANCHEZ, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>KOLODZIEJ, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>LEVINE, J.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>
<b>COTTON, R.</b>	<u>  X  </u>	<u>    </u>	<u>    </u>	<u>    </u>

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

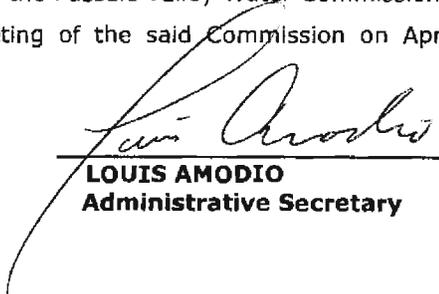
  
 \_\_\_\_\_  
**President**  
**RUBY N. COTTON**

  
 \_\_\_\_\_  
**Secretary**  
**JEFFREY LEVINE**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 14, 2021.



---

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

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-85  
SEARCH CONSULTANT SERVICES**

**PVWC MEMORANDUM DATED APRIL 8, 2021**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: April 8, 2021  
To: Hon. Commissioners  
From: J. Duprey  
C: G. Hanley  
L. Amodio  
G. Lucianin  
Re: Request for the Commission to Award Project 21-P-85 "Search Consultant Services" (the "Project").

**Summary**

It is recommended that the Commission approve award of the above-referenced Project to Giddings Group of Fort Myers, Florida in the lump sum amount of \$63,000.00 for services related to the Project, and with reimbursements to be made by PVWC in accordance with the partial payment schedule as set forth in the Contract.

**Background**

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on April 8, 2021 one (1) response was received by PVWC for the Project.

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

Subject to review and approval by the Law Department, it is recommended that the Project 21-P-85 be awarded to Giddings Group of Fort Myers, Florida as set forth above.

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**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-85  
SEARCH CONSULTANT SERVICES**

**CONSULTANT'S RESPONSE AND FORM OF  
AGREEMENT DATED APRIL 8, 2021**

**EXHIBIT B**

**Cover Page**

Project Number: **21-P-85**  
Project Title: **Search Consultant Services**  
Submission Due Date: **April 8, 2021**  
Attention: **Louis Amodio, Administrative Secretary, PVWC**

**I. Management Criteria**

A. The Giddings Group:

- 16197 Keswick Way, Fort Myers, FL, (847)518-8893
- [www.giddingsgroup.com](http://www.giddingsgroup.com), [pmcmanus@giddingsgroup.com](mailto:pmcmanus@giddingsgroup.com)
- Our Partners are Peter McManus <https://www.linkedin.com/in/peter-mcmanus-5b3a70/> and Tony Trowse <https://www.linkedin.com/in/tony-trowse-086a57/>.
- Resumes of key staff members are attached.
- We have specialized in water, wastewater, and water resources searches across the United States since 2001.
- We have an attached an overview that describes our successful recruiting process.

B. Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Commission in the evaluation and selection process.

- We helped the South Central Connecticut Regional Water Authority hire Beth Nesteriak in 2013, and she is currently their Executive Vice President and Chief Operating Officer.
- We also helped the Regional Water Authority hire Laura Gonzalez in 2019 as their Director of Service.
- We helped the Morgantown Utility Board in Morgantown, WV, hire Mike McNulty as their General Manager in 2020.
- We help utilities and agencies with Executive and staff level positions. For example, we helped the Southeast Morris County MUA hire two people in the last year.
- Our references are:
  - Laura Cummings, Executive Director, Southeast Morris County Municipal Utilities Authority, (973)261-4437
  - Beth Nesteriak, Executive Vice President and Chief Operating Officer, South Central Connecticut Regional Water Authority, (203)401-2679
- We are available to lead this search effort because we specialize in these types of assignments. Our strong network and reputation in the water space will help you find the right candidate.

**II. Technical Criteria**

A. Description of Services

Our overview describes our approach and search process. We will be successful because we will proactively take your opportunity to the candidate market, and we have an extensive network of water professionals across the country.

B. Outline of Services to be Rendered

We have attached a flow chart that describes our process and timeline.

**III. Cost Criteria**

**A. Fee Proposal**

We have attached an Agreement.

**B. Optional Services**

**a. We will need to discuss what optional services you may be interested in to appropriately price these options.**

The Commission requests that respondents provide a detailed breakdown of any fees/expenses for the following optional services:

Past Appointment Management Services

\*Lump Sum Fee Expenses

Travel Expenses

Our lump sum does not include candidate travel and lodging. We do not expect search consultants to travel or need lodging, so we can discuss these requirements if selected.

The fee price submitted shall include all travel and lodging costs. The Commission will not reimburse such costs.

Advertisement in Newspapers

All advertisement for the Executive Director position shall be prepared by the Respondent. The Passaic Valley Water Commission will place the ad in the newspapers and bear such costs.

**C. Contract Expenses**

Respondents are to note the following as it pertains to expenses related to the contract:

• Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Commission will not reimburse any vendor for any incidental expenses related to the contract.

• Expenses Not Related to the Contract; Procedures

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The Commission will procure these services separately.

• Extraordinary Expenses

Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Commission prior to the actual expenditure. The Commission, upon

recommendation of the appropriate administrator, may consider reimbursing the expense, or the Commission may procure the services separately.

### EXPERIENCE

The Giddings Group is an executive search firm that specializes in engineering, utility management, operations, consulting, and construction leadership assignments. Our founding partners, Peter McManus and Tony Trowse, have over 40 years of experience successfully recruiting and retaining top talent. An organization's success is the sum of the talent it employs, and we find the "A-players" that our clients need.

### SEARCH OVERVIEW

The Giddings Group follows a carefully designed, proactive search methodology focused on client and candidate communication to ensure success. Our steps are:

- We gain a clear understanding of your organization's culture and vision to become effective agents for you. We interview you to understand your specific talent needs and the accomplishments that successful candidates will possess.
- Our market knowledge and research process identifies target organizations where our ideal candidate resides. Through our database, research, and referral gathering, we begin an intense period of proactive recruiting for you.
- We start our screening process as we professionally present the opportunity to candidates. This is a thorough, time-intensive effort where we develop relationships with candidates to understand their accomplishments and ambitions. We share this information with you to help you make the right hiring decision and get the best out of your new employee.
- Your interview process begins when we present you with qualified candidates, which we expect to be less than a month after our engagement. We prepare you for your interviews and recommend strategies that ensure the right candidate is attracted and hired.
- The Giddings Group works closely with our clients and candidates during the selection and offer phase. We help you develop the right offer strategy and ensure that it is presented in a manner that results in an acceptance.

### RECRUITING PROCESS

The Giddings Group's recruitment process has served as the cornerstone of hundreds of successfully completed searches across the country and has produced qualified candidates for every search assignment we've performed. We apply three concurrent resources to find the best talent for your need and continue to pursue all avenues until the right candidate is selected.

1. "Warm Call" Recruiting with our current and past candidates. This step gives us access to the tens of thousands of candidates we have worked with since we

began operations in 2001. Our existing market knowledge lets us evaluate these individuals as potential candidates, and the strength of our relationships helps us network with them to access the most qualified people for your need.

2. "Cold Call" Recruiting using our custom database, which is currently populated by over 50,000 professionals. Prospects represented in our database work in a variety of organizations, including engineering consulting firms, public agencies, contractors, investor owned utilities, and management consulting companies.
3. "Research Based" Recruiting. We develop a target list of specific individuals to proactively pursue based on our market specific conversations with you.

We take great pride in the successful results our process creates. It's focused on speaking directly with the greatest source of prospective candidates - the professionals who are successfully doing similar work today. This process is driven by our ability to create and maintain relationships, which gives us the best opportunity to identify and motivate the right candidate for you.

Qualified candidates may be open to advancing their careers, but it's rare for them to actively seek a new opportunity. **Our proactive recruiting process finds you the best talent for your need, not just someone looking for a job.**

#### SEARCH HISTORY

We have recruited hundreds of professionals across the country. Example searches include:

- General Manager
- Vice President, Regional Manager
- Executive Director, Chief Operating Officer
- Director, Municipal Client Development
- Program Manager
- Vice President, Water Resources
- Wet Weather Practice Leader
- Director, Environmental Services
- Senior Project Manager
- Director, Water Treatment
- Director, Field Services
- President, Contract Operations Services
- Vice President, Federal Services
- Wastewater Practice Leader
- Director, Design/Build
- Director, Utility Management Consulting Services
- Manager, Asset Management
- Construction Manager
- Director, Sales & Marketing
- Director, Oil and Gas Services
- Manager, Utility Relocation Services
- Manager, Remediation Engineering
- Process Engineer

**PUBLIC NOTICE**

**PASSAIC VALLEY WATER COMMISSION**

**PUBLIC NOTICE FOR THE SOLICITATION OF  
PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES) CONTRACTS**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by Passaic Valley Water Commission's Administrative Secretary, up to 11:00 a.m. prevailing time on **Thursday, April 8, 2021** at the Commission's office located at 1525 Main Avenue, Clifton, New Jersey 07011 for the following projects:

**SEARCH CONSULTANT SERVICES  
PROJECT NO. 21-P-85**

Proposals will be publicly opened and read via videoconference at 1-929-436-2866 using Meeting ID# 973 340 4316. The Commission will accept electronic submission of proposals via the Commission's FTP site which will be provided to all document holders under a separate email at least 48 hours prior to the bid opening date as specified herein. No proposals shall be received after the time designated in this Public Notice. In addition to submitting their proposal in electronic form as stipulated above, the winning responder will be required to submit two (2) hard copies of the proposal with all original signatures and seals to the Commission's office, located at 1525 Main Avenue, Clifton, NJ 07011, within 48 hours from receipt of notification by the Commission

Standardized submission requirements and selection criteria for the Project are on file and available in electronic form by forwarding an e-mail request to [glucianin@pwwc.com](mailto:glucianin@pwwc.com) and may also be obtained in person at the office of the Commission's Purchasing Agent at 1525 Main Avenue, Clifton, New Jersey 07011 during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Each submission shall be provided on the standardized forms as supplied in the submission package and the said standardized forms shall not be modified or altered in any way.

All professional service responders (or extraordinary unspecifiable services responders) are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

All professional service responders (or extraordinary unspecifiable services responders) shall include, with their submissions, a completed Conflict of Interest Certification, Non-Collusion Affidavit, Disclosure of Ownership Statement (N.J.S.A. 52:25-24.2), Insurance Requirements Acknowledgement, a Mandatory Equal Employment Opportunity acknowledgement, and a copy of the applicable New Jersey Business Registration Certificate.

In accordance with the Fair and Open Public Solicitation Process as set forth in N.J.S.A. 19:44A-20.4 et seq., the Commission reserves the right to reject any or all submissions for any reason including, but not in any way limited to, any defects; or the Commission, in its sole discretion may waive formalities and accept any submissions that in their judgment will be in the best interest of the Commission and its users and member cities. The Commission shall award the contract or reject all submissions no later than sixty (60) days from receipt of same, unless extended with the consent of the professional service responders (or extraordinary unspecifiable services responders).

By authorization of the Passaic Valley Water Commission, County of Passaic, in the State of New Jersey:

\_\_\_\_\_  
Louis Amodio, Administrative Secretary  
Passaic Valley Water Commission

Date of Public Notice: March 16, 2021

**PASSAIC VALLEY WATER COMMISSION**

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

**INSTRUCTIONS**

Standardized submission requirements and selection criteria for the Project are on file and available in electronic form by forwarding an e-mail request to [glucianin@pvwr.com](mailto:glucianin@pvwr.com) and may also be obtained in person at the office of the Commission's Purchasing Agent at 1525 Main Avenue, Clifton, New Jersey 07011 during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Each submission shall be provided on the standardized forms as supplied in the submission package and the said standardized forms shall not be modified or altered in any way.

All those submitting Proposals should review the enclosed Request for Proposals and submit all documentation requested in order to aid the Passaic Valley Water Commission (the "Commission" and/or "PVWC") in making an informed decision. All Proposals must address ALL of the Sections contained in this Request for Proposals by providing documentation and/or a response to that Section. A duly authorized individual must sign all Responses. Failure to follow the instructions as set forth herein will render the submission unresponsive and could result in rejection.

All responses to this Request for Proposals shall be securely bound, or otherwise collated and secured, all as set forth in the Public Notice. All pages of each hard copy of the Response (including all referenced attachments) shall be secured with a binder clip, or clips. The Commission will not accept responsibility for mislabeled submissions.

All submissions shall be clearly marked on the cover page to indicate the Project Number, Project Title and submission due date, and shall be to the attention of "Louis Amodio, Administrative Secretary, PVWC".

The Commission will accept electronic submission of proposals via the Commission's FTP site which will be provided to all document holders under a separate email at least 48 hours prior to the bid opening date as specified herein. Fax submissions will not be considered. No proposals shall be received after the time designated in this Public Notice. Late submissions shall be deemed unresponsive and will not be considered. The winning bidder will be required to submit hard copies of the proposal with all original signatures and seals to the Commission's office, located at 1525 Main Avenue, Clifton, NJ 07011, within 48 hours from receipt of notification by the Commission.

No rights are conferred upon any party with regard to the Commission by virtue of a response to this Request for Proposals unless there is a contract duly awarded, approved, and executed by the respondent and the Commission.

Submissions forwarded to the attention of the Commission's Administrative Secretary before the time of opening of submissions may be withdrawn upon written application of the professional service contractor who shall be required to produce evidence showing that they are, or that they are authorized to represent the principal or principles involved in the submission. Submissions may not be withdrawn within 24 hours of the stipulated time of opening of submissions. Once submissions have been opened, they shall remain firm for a period of not less than sixty (60) days.

Regardless of whether or not a stipulated number of hours is set forth in Appendix C, all submissions shall include a separate sheet specifically listing the responder's schedule of hourly rates and charges. All prices and amounts shall be written in ink or preferably typewritten. Each signatory to the submission shall initial all erasures or corrections. The Commission will not be responsible for submissions forwarded through US mail or any delivery service if lost in transit or if hand-delivered to incorrect location. If applicable, if there is a discrepancy between the unit

prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total dollar amount submitted, the correct sum shall govern. Amounts written in words shall govern over amounts written in numerals.

All professional service contractors (or extraordinary unspecifiable services contractors) (referred to herein as "Professionals" and/or "Respondents") are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

The submission shall be accompanied by: (a) Conflict of Interest Certification; (b) Non-Collusion Affidavit; (c) Disclosure of Ownership Statement (N.J.S.A. 52:25-24.2); (d) Insurance Requirement Acknowledgement conforming to the applicable provisions in the "Standard Form of Agreement"; (e) Mandatory Equal Employment Opportunity Notice acknowledgement indicating that you have read and are in conformance with the applicable provisions in the "Standard Form of Agreement"; and (f) a copy of the applicable Business Registration Certificate (N.J.S.A. 52:32-44). The Business Registration Certificate may be obtained from the New Jersey Division of Revenue by phone at 609-292-1730 or on the internet at [www.state.nj.us/treasury/revenue/busregcert.htm](http://www.state.nj.us/treasury/revenue/busregcert.htm). All forms listed above shall be completed in their entirety and shall be current and in effect at the date and time stipulated in the Public Notice for submission of Responses for the Project, and shall be renewed by the Responder as required to continue to be, and remain, in effect for the anticipated duration of the contract.

More than one submission from an individual, firm or partnership, or corporation or association of principals under the same or different names will not be considered, and will most likely result in the rejection by the Commission of any or all submissions from the same Responder; all at the Commission's sole discretion.

Submissions, which are obviously unbalanced, may be rejected at the option of the Commission. The Commission reserves the right to reject any and all submissions in whole or in part if not in compliance with the standardized submission requirements. The attention of Responders is especially directed to the provisions of Federal, State, County and Local Government Statutes and Regulations that may apply to the Project.

Under no circumstances, on submission documents requiring authorized signatures, will the Commission accept documents provided through facsimile machines.

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the Responder to continue the contract under the same terms and conditions until a new contract, or new contracts, can be completely in place and serving the Commission, provided that the interim period is minimized by the Commission and a new contract is put in place by the Commission within a reasonable time period such that the transition period does not exceed ninety (90) consecutive calendar days beyond the expiration date of the contract.

Mandatory Equal Employment Opportunity language (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.) for goods, services, and general service contracts shall be as set forth in the Standard form of Agreement for Professional Services as set forth in Appendix C attached hereto.

If the Commission awards the Contract for Services, it will use the criterion that forms the framework of the Respondent's submission as set forth in the Request for Proposals and these instructions and the enclosed attachments hereto. Experience, reputation, knowledge, availability and other factors, if demonstrated by the Respondent, will form the basis for the Commission's award, if any. All submissions become the property of the Commission and there shall be no obligation to return any submission.

Professionals who receive an award of a contract are required to attend Commission meetings upon request.

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

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LOUIS AMODIO, Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

Proposal Form

SEARCH CONSULTANT SERVICES  
PROJECT 21-P-85

I/we hereby submit the following proposal for Executive Director Search Consultant Services:

**Total Lump Sum Fee:**                     \$63,000                    

**Write Amount in Words:**                     Sixty-three thousand                     dollars

**Important Note:** Proposal form is not to be altered – costs are to be provided as requested or proposal may be disqualified.

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal:

**Name of Company:**                     The Giddings Group                    

**Address:**                     16197 Keswick Way                    

**City, State, Zip:**                     Fort Myers, FL 33908                    

**Telephone No.:**                     (847)518-8893                     **Ext.:**                     N/A                     **Fax No.:**                     N/A                    

**E-Mail:**                     pmcmanus@giddingsgroup.com                    

**Tax ID No.:**                     32-0014799                    

**Authorized Agent:**                     Peter McManus                     **Date:**                     4/02/2021                    

**Authorized Signature:**                                          **Date:**                     4/06/2021

**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: The Giddings Group

Address of Business: 16197 Keswick Way, Fort Myers, FL 33908

Name of person completing this form: Peter McManus

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: Peter McManus  
Address: 16197 Keswick Way  
Fort Myers, FL 33908

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: Tony Trowse  
Address: 16197 Keswick Way  
Fort Myers, FL 33908

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_

AND

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

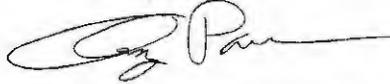
\_\_\_\_\_  
\_\_\_\_\_

**We do not have a Direct or Indirect Parent Entity Which is Publicly Traded**

Subscribed and sworn before

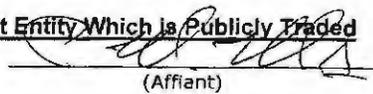
me this 7<sup>th</sup> day of

April, 20 21  
(Notary Public)





My Commission expires: 04/25/2021

  
(Affiant)

PETER McMANUS  
PARTNER  
(Print name of affiant and title if applicable)

**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 \$\_\_\_\_\_ for each claim and \$\_\_\_\_\_ aggregate each policy period.

[See Insurance Certificate attached hereto].

Acknowledgement of Insurance Requirement

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(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.

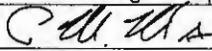
The Vendor must submit the copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to PVWC, and the Vendor copy is retained by the Vendor.

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: The Giddings Group

SIGNATURE:  PRINT NAME: Peter McManus

TITLE: Partner DATE: 4/06/2021

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.

**PASSAIC VALLEY WATER COMMISSION**

**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.

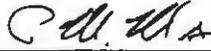
PVWC's Reference Number Or Title of Addendum/Revision	How Received (e-Mail, Mail, fax, pick-up, etc.)	Date Received
Clarification #1	e-Mail	3/25/2021
Clarification #2	e-Mail	3/26/2021

Name of Bidder:

Peter McManus

By Authorized Representative:

Signature: \_\_\_\_\_



Printed Name and Title: \_\_\_\_\_

Peter McManus, Partner

Date: \_\_\_\_\_

4/06/2021



**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 Illinois )  
 ) SS:  
COUNTY OF Cook )

Peter McManus

being first duly sworn, deposes and says that he/she is a Partner

(sole owner, a partner, president, secretary, etc.)

of The Giddings Group

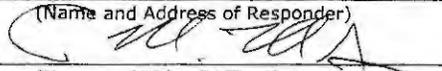
the party making the enclosed Proposal; and say further that

The Giddings Group

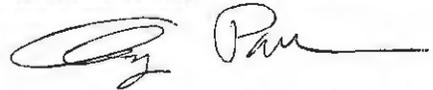
is or are the only or parties interested with the party making the Proposal in the profits or proceeds of any Contract which may result from the said Proposal; that the said Proposal is made without any connection or interest in the profits or proceeds thereof with any other person making any proposal 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.

Peter McManus, 319 S Lincoln Ave, Park Ridge, IL 60068

Peter McManus, Partner

(Name and Address of Responder)  
  
(Name and Title of Affiant)

Subscribed and sworn before me this 7<sup>th</sup> day of April, 2021



(Notary Public of) Cook County, Illinois

My commission expires: April 25<sup>th</sup>, 2021



**PASSAIC VALLEY WATER COMMISSION**

**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. 5121 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.

**PASSAIC VALLEY WATER COMMISSION**

**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.

The Giddings Group, 16197 Keswick Way, Fort Myers, FL 33908  
(Name and Address of Bidder/Vendor)

Peter McManus, Partner   
(Name and Title of Authorized Representative  
Signing this Certification)

4/06/2021  
(Date of Certification)



**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:

- Statement 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.....(✓)

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S ADDITIONAL TECHNICAL AND OTHER REQUIREMENTS**

**APPENDIX C**

**SEARCH CONSULTANT SERVICES**

**PROJECT NO. 21-P-85**

**Purpose of Proposal**

The Passaic Valley Water Commission is seeking proposals from qualified respondents for the purpose of conducting and coordinating all activities for the search for an Executive Director.

**Overview**

- A. The Passaic Valley Water Commission (Commission or PVWC) owns, operates and maintains the Little Falls Water Treatment Plant, located in Totowa, NJ, as well as remote facilities, including multiple pumping stations, chemical feed stations, water storage tanks, reservoirs and dams. These facilities enable the Commission to provide potable drinking water to an equivalent population of over 750,000. The Commission also owns, operates and maintains the distribution system piping infrastructure located in Prospect Park and North Arlington as well as the three owner cities of Clifton, Paterson and Passaic and operates and maintains the distribution system of the Borough of Lodi.
- B. As a large public potable water purveyor, the Commission is committed to providing our customers with safe, high quality water and service. To achieve these goals, the Commission recognizes that assistance through the procurement of professional services provides a valuable service to the Commission.
- C. The scope of the Respondent's Proposal shall be sufficiently comprehensive and detailed to enable the Commission to review and evaluate same for viability, completeness, and consistency with the Commission's goals and objectives.

**Pre-Proposal Submission Questions**

- A. Any questions regarding this Request for Proposals can be directed to Louis Amodio, Administrative Secretary of the Commission, at 973-340-4310 (lamodio@pvwc.com) during normal business hours, but no later than one week prior to the date and time for receipt of proposals set forth in the Public Notice for the Project.

- B. Questions, clarifications, and modifications that may have a substantial impact on the Proposal will be addressed in writing to all recipients of this RFP.

**Responder's Proposed Form of Agreement**

Responders shall submit with their proposal submission package the form of agreement they propose to enter into with the Commission. Responder hereby agrees to negotiate said form of agreement in good faith with the Commission in the event the Commission finds terms and conditions, if any, to be unacceptable. As part of the Commission's overall evaluation of proposals received, the Commission will evaluate the form of agreement submitted by the Responder.

**Scope of Service**

The Search consultant services shall include, but limited to the following:

**1. Search Process Development**

Meeting with the Commission to develop a customized search process, with appropriate measurement tools and based upon the particular needs of the Passaic Valley Water Commission.

**2. Recruitment Phase Process**

Developing and implementing the recruitment phase of the search which would include, preparing advertisements, receiving and processing all applications, conducting appropriate background checks, identifying all qualified candidates, conducting preliminary interviews of said qualified candidates and providing to the Commission a list of semi-finalists.

**3. Interviewing and Selection of Candidates—Semi Finalists/Finalists**

Work closely with the Commission, for the purpose of selecting and interviewing candidates from a list of semifinalists. This part would also include working with the entire Passaic Valley Water Commission for the interviewing and selecting a candidate from the list of finalists.

**4. Appointment and Transition Process**

Guiding the Commission in the appointment process which would include all transitional support to the Commission with such activities as:

- a. Conducting site visits and coordinating any interviews with various stakeholders.
- b. Setting goals and objectives with the newly appointed Executive Director and Passaic Valley Water Commission.
- c. Providing at least one workshop with the Commission and the Executive Director for an effective evaluation system for the Executive Director.

**Post Appointment Management Services--Optional**

Provide to the Passaic Valley Water Commission, at an agreed upon fee, any management support including, mission statement preparation, long-range planning, leadership guidance and training, and community and public involvement with the Passaic Valley Water Commission.

**Qualifications of Respondents**

The Passaic Valley Water Commission prefers from each respondent, evidence that the respondent has conducted and coordinated all activities for a successful\* Executive Director appointment from at a minimum, of two (2) water utilities. **As used herein, the term "Executive Director" shall also include the equivalent title or position in other water utilities.** It is preferred that the successful appointments were within the last five (5) years of the date of this request for proposal.

The Passaic Valley Water Commission identifies a successful appointment as one where the Executive Director remained at the water utility for at least twelve (12) consecutive months or longer.

**5. Contract Period**

It is the intention of the Passaic Valley Water Commission to award the contract no later than June 2021, with the goal of having an Executive Director appointed and ready to start the position as soon as possible.

**6. Coordination of Activities**

All activities of this contract will be coordinated by the Passaic Valley Water Commission, with administrative support from the Board Secretary's Office:

Mr. Louis Amodio  
lamodio@pvwc.com

**7. Fee Schedule – Payment**

The Commission requests that respondents submit a one lump sum fee for all activities listed in their proposal. The Commission requests that respondents provide an additional fee for all post appointment optional management services. This is further explained in Section III—Cost Criteria.

The Commission will develop a payment plan to the consultant which will include a monthly payment for services rendered. A one final payment to the consultant will be made upon the successful candidate accepting the appointment, executing the employment contract and beginning the employment.

**Failure of Candidate to Execute Contract of Employment**

All respondents submitting proposals fully understand that if the candidate appointed by the Commission either fails to execute the contract or fails to begin work on the agreed upon starting date, the successful respondent shall continue the search process at no extra cost to the Passaic Valley Water Commission. The

search process will continue until a candidate is appointed, executes the contract and begins employment.

**8. Presentation Package-(Evaluative Criteria)**

The Passaic Valley Water Commission seeks from all participating respondents information that will assist the Commission in selecting the respondent who will provide the highest quality services at a fair and competitive price.

All respondents shall prepare a presentation package to be submitted with the RFP.

The Presentation Package shall include at a minimum the following:

**I. Management Criteria**

**A. Business Organization**

The respondent shall submit a full description of the business organization to include, but not be limited to:

- Name, address, phone, fax, website, e-mail address and other information of the professional firm or individual;
- An organizational chart noting the names of all principals and partners;
- Resumes of key staff members;
- Other information concerning individuals of the professional firm that would assist the Passaic Valley Water Commission in the evaluation process; and
- A description or profile of consultant, detailing the type of services (s)he will provide, and any information or materials that (s)he believes would be helpful to the Commission in making its decision, i.e., a statement of qualifications, statement of confidentiality.

**B. Qualifications; Relevant Experience**

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Commission in the evaluation and selection process. Such documentation shall include, but not be limited to:

- The Passaic Valley Water Commission prefers from each respondent, evidence, that the respondent has conducted and coordinated all activities for a successful\* Executive Director appointment from two (2) water utilities. It is preferred that the successful appointments must be documented to be completed within the last five (5) years of the date of this request for proposal;
- The Passaic Valley Water Commission identifies a successful appointment as one where the Executive Director remained with the water utility for at least twelve (12) consecutive months or longer;
- A list of all water utilities in which the respondent has provided successful Executive Director searches and appointments;

- Letters of recommendations from two (2) water utilities in which the respondent has provided successful school Executive Director searches and appointments.
- Copies of all professional or educational licenses that are required to perform the services as listed in the specifications;
- List of any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years; and
- Other information concerning the firm and/or individuals of the firm that would assist the Commission in the evaluation process;
- Availability of personnel, facilities, equipment and other resources to provide the services requested.

## **II. Technical Criteria**

### **A. Description of Services**

Respondents should list all services to be rendered with their explanation in detail on how they will provide the services. Respondents, by submitting a proposal acknowledge that they fully understand the scope of service, work and activity to be performed. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

### **B. Outline of Services to be Rendered**

Respondents are to provide a detailed flow chart plan of activities on how they would render the services outlined in the specifications. Supplementing the plan should be copies of any or all forms/letters that may be used in the process. Respondents should carefully note all chronological activities of action as it pertains to the

#### **1. Search Process Development**

Meeting with the Commission to develop a customized search process based upon the particular needs of the Passaic Valley Water Commission. The respondent will assist the Commission in developing key criteria and should as part of their response suggest a list of criteria for successful Executive Director searches and selections. This phase would also include assisting the Passaic Valley Water Commission with proposed contract language and salary and benefits.

#### **2. Recruitment Phase Process**

Developing and implementing the recruitment phase of the search, this would include, but not limited to the following activities:

##### **a. Advertisement Preparation**

Respondent would prepare the appropriate advertisement for the position of the Executive Director. The Passaic Valley Water Commission will place the ads in the newspaper and assume the cost of the advertisements.

##### **b. Receiving and Processing All Applications**

This process would also include background checks.

**c. Identifying All Qualified Candidates**

Respondents would identify all qualified candidates as determined by the criteria established by the Commission.

**d. Conducting Preliminary Interviews with Candidates**

**e. Providing to the Commission a list of qualified semifinalists**

Any or all activities needed to complete a successful recruitment phase of the process. Respondents again are to submit a detailed chronological plan of approach to accomplish this phase.

**3. Interviewing and Selection of Candidates—Semi-finalists and Finalists**

Work closely with the Commission for the purpose of selecting and interviewing candidates from a list of semi-finalists. This part of the process would also include those activities working with the entire Passaic Valley Water Commission for the interviewing and selecting a candidate from the list of finalists.

**4. Appointment and Transition Process**

Respondents are to list all activities to guide the Commission in the appointment process which would include all transitional support to the Commission such as:

- a. Conducting site visits and coordinating any interviews with various stakeholders of the Passaic Valley Water Commission, including parents, students and the general public.
- b. Setting goals and objectives with the newly appointed Executive Director and Passaic Valley Water Commission.
- c. Providing at least one workshop with the Commission and the Executive Director for an effective evaluation system for the Executive Director.

**Post Appointment Management Services--Optional**

Provide to the Passaic Valley Water Commission, at an agreed upon fee, any management support including, mission statement preparation, long-range planning, leadership guidance and training, and community, parent and public involvement with the Passaic Valley Water Commission.

**III. Cost Criteria**

**A. Fee Proposal**

Respondents are to submit a fee proposal schedule that compliments the service that is being requested by the Commission.

**B. Lump Sum Fee\***

The Commission requests that respondents provide a lump sum fee for all activities listed in their proposals.

C. Optional Services

The Commission requests that respondents provide a detailed breakdown of any fees/expenses for the following optional services:

Past Appointment Management Services

\*Lump Sum Fee Expenses

Travel Expenses

The fee price submitted shall include all travel and lodging costs. The Commission will not reimburse such costs.

Advertisement in Newspapers

All advertisement for the Executive Director position shall be prepared by the Respondent. The Passaic Valley Water Commission will place the ad in the newspapers and bear such costs.

D. Contract Expenses

Respondents are to note the following as it pertains to expenses related to the contract:

- Expenses; Related to Contract; Incidental

All incidental expenses related to this contract, incurred by the respondent to whom the contract is awarded, shall be the responsibility of the respondent. The Commission will not reimburse any vendor for any incidental expenses related to the contract.

- Expenses Not Related to the Contract; Procedures

There may be a circumstance where a request is made for the respondent to provide services not directly related to the contract. These services not related to the contract are not to be provided by the respondent. The Commission will procure these services separately.

- Extraordinary Expenses

Extraordinary expenses to be incurred by the respondent in the performance of his/her duties may be brought to the Commission prior to the actual expenditure. The Commission, upon recommendation of the appropriate administrator, may consider reimbursing the expense, or the Commission may procure the services separately.

**9. Evaluation Process – Weighting and Scoring of Proposals**

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to Passaic Valley Water Commission, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

The Passaic Valley Water Commission will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

	<b>Category</b>	<b>Value Points</b>
I.	Management Criteria A. Business Management B. Qualifications; Relevant Experience	45
II.	Technical Criteria A. Description of Services	35
III.	Cost Criteria A. Fee Proposal B. Contract Expenses	20

Requirements for submission of Responses shall be as set forth in the Section entitled "Instructions" in the Request for Proposals. Information pertaining to the evaluation and review of Responses shall be as set forth below.

The Commission reserves the right to reject any and all Responses to Requests for Professional Services (or Extraordinary Unspecifiable Services). If you decline to submit a Response to Request for Professional Services (or Extraordinary Unspecifiable Services), a courtesy letter indicating the basis for your decision is requested. Your decision not to submit a Response to Request for Professional Services (or Extraordinary Unspecifiable Services) will not adversely affect your standing regarding possible future solicitations.

The Passaic Valley Water Commission looks forward to receiving your Response to Request for Professional Services (or Extraordinary Unspecifiable Services) for this Project.

**10. Award of Contract**

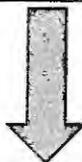
It is the intention of the Passaic Valley Water Commission to award the contract to the respondent whose response is the most advantageous to the Commission and who will provide the highest quality service at fair and competitive prices.

## PVWC Recruitment Flow Chart

### Search Process Development

#### Immediately

We will immediately meet with the Commission to define the search. We will discuss your organization, this position, and the ideal candidate criteria so that we can attract and screen the right candidates for you. We will work with you to finalize the position profile and job description.



### Recruitment Phase Process

#### Starts on Day 5 and continues until the search is complete.

As soon as we have finalized the position profile and search criteria, we will take your opportunity to the market. We will work with you to create advertisements and recommend industry specific publications and social media sites to reach our target audience. We will review all applicants and work with your background check provider to facilitate background checks on our finalists.

In addition, we will proactively source candidates and leverage our existing network to ensure we find you the best candidates. We will continually source and interview qualified candidates until we have our list of semifinalists.



### Candidate Interviews and Qualified Semifinalists

#### Starts around Day 30 and continues until the search is complete.

We have typically recruited and interviewed candidates to be included on our semifinalist list by day 30. We will keep you informed of our progress and discuss qualified candidates with you as soon as they are ready to be introduced.



**Interviewing and Selection of Candidates – Semifinalists and Finalists**

**Starts around Day 30 and continues until the search is complete.**

We will help you prepare for your interviews by reviewing qualified candidates with you. We will help you develop interview strategies and questions to ensure the best candidate is selected.



**Appointment and Transition Process**

**Day 90**

We expect to have a finalist selected and hired three months after our search begins, and we'll help you develop a plan to ensure a smooth transition for your new Executive Director. This may include site visits for the selected candidate, developing goals and objectives, and creating an evaluation system for the Executive Director.



**Post Appointment Management Services**

We are happy to discuss additional support services. These options may include planning, training, public outreach, and reviewing the PVWC's mission and vision.



# Peter McManus

Greater Chicago Area

 [pmcmanus@giddingsgroup.com](mailto:pmcmanus@giddingsgroup.com)

 847/518-8893

 [linkedin.com/in/peter-mcmanus-5b3a70](https://www.linkedin.com/in/peter-mcmanus-5b3a70)

## Experience

### Partner

The Giddings Group

2001 - Present (20 years 4 months +)

The Giddings Group is a multidisciplinary search firm with roots in engineering, information technology, and accounting. Our diverse recruiting experience includes searches for management, consultants, highly technical assignments, operations, and sales and business development professionals. Our ability to partner with clients to understand and address their needs has made us successful with firms ranging from 20 to 50,000 employees. Our carefully designed, proactive search methodology based on client and candidate communication has served as the cornerstone of hundreds of successfully completed searches across the country.

### Managing Director, Recruiting

Talent divine

Dec 1999 - Jan 2001 (1 year 2 months)

divine interVentures was a Chicago based internet incubator that provided corporate functions to startup companies. Talent divine was a full service Human Resource consulting firm that recruited all types of personnel for internet startups.

## Education

 Marquette University

1988 - 1992

## Skills

Executive Search • Environmental Awareness • Technical Recruiting • Water • Recruiting • Talent Acquisition • HR Consulting • Start-ups • Human Resources • Management

## Contact

239 267 8290 (Work)  
ttrouse@giddingsgroup.com

[www.linkedin.com/in/tony-trouse-086a57](http://www.linkedin.com/in/tony-trouse-086a57) (LinkedIn)  
[www.giddingsgroup.com](http://www.giddingsgroup.com) (Company)

## Top Skills

Executive Search  
Leadership  
Engineering

# Tony Trouse

Managing Partner, The Giddings Group, Inc.

## Summary

Retained and contingent executive recruiting. Focus on mid to senior level management and executives. Significant experience in many engineering disciplines- Water/ Wastewater, Environmental, Oil & Gas, Ports & Maritime, Power & Energy, Transportation, as well as work locating Finance, Information Technology and Management Consulting Leaders. Our company's process is extremely proactive and relationship based. Our process of directly recruiting will help you hire the best talent available, not the best talent that happens to be looking for a job.

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## Experience

Giddings Group, Inc.

Managing Partner

October 2001 - Present (19 years 7 months)

Kensington International

Director

January 2000 - October 2001 (1 year 10 months)

Systems One, Ltd

Vice President

May 1993 - December 1999 (6 years 8 months)

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## Education

University of Wisconsin-Madison

BA, Economics · (1987 - 1991)

We have not priced this on an hourly basis because you asked for a lump sum amount. We can revisit this if additional services are needed.



April 6, 2021

Louis Amodio  
Administrative Secretary of the Commission  
Passaic Valley Water Commission  
1525 Main Ave  
Clifton, NJ 07011

Dear Louis:

We appreciate the opportunity to work with you. Please review this proposal, which describes our process, terms, and fees for Passaic Valley Water Commission (PVWC).

#### Search Process

The Giddings Group (Giddings) follows a carefully designed methodology focused on client communication and our accountability to ensure the highest probability of success. The steps are:

- We gain a clear understanding of your organization's culture and vision to become effective agents for you. We interview you to understand your specific talent needs and the accomplishments that successful candidates will possess.
- Our research process identifies a group of target organizations where there is a high probability our ideal candidate is located. Through our database, research and referral gathering, we begin an intense period of proactive recruiting for you.
- We begin our screening process as we professionally present the opportunity to candidates. This is a thorough, time-intensive effort where we develop relationships with candidates to understand their accomplishments and ambitions.
- Your interview process begins when we present you with a qualified candidate. We prepare you for your interviews and recommend strategies that ensure the right candidate is attracted and hired.
- We work closely with our clients and candidates during the selection and offer phase. We continue to maintain our relationship with the successfully hired candidate during their transition period to combat counteroffers and ensure a successful start.

#### Conditions

- To recruit and refer candidates without regard to their race, color, sex, religious creed, national origin, ancestry, marital status, medical condition, or physical handicap. We are committed to affirmative action in the presentation of candidates.

- It is understood and acknowledged that our services will necessarily involve the disclosure of candidate's names and confidential, personal information from and about candidates, and that all such information will be maintained in strict confidence and shall not be disclosed to any third parties or personnel not involved in the hiring process without the prior written consent of the candidate. PVWC agrees to indemnify Giddings for any loss, damage or claim resulting from any breach of candidate confidentiality occurring as a result of any PVWC actions.
- Our warranty for a candidate leaving your employ for reasons other than material changes in the position a candidate is hired for or a reduction in force is 180 days. We will replace that candidate for the same position at no further fee. This warranty is contingent upon Giddings receiving payment as described in this agreement.

#### Terms and Fees

As an executive search firm, Giddings will conduct search assignments under the following terms and fees:

- Our lump sum fee for the Executive Director search is \$63,000. The initial retainer is \$21,000 and begins the search process. The second retainer is \$21,000 and is submitted when PVWC interviews a candidate that Giddings introduces. The final \$21,000 is submitted when Giddings no longer needs to introduce candidates for any reason. A search placed on hold by PVWC for a period greater than six months will have an additional one-third start-up fee that is not applicable to the final invoice.
- Any additional candidates that PVWC hires that were presented by Giddings shall be treated as contingent searches and invoiced at 25% of the first year's base salary.
- All bills are due and payable within thirty days. PVWC will owe a fee for any Giddings candidates hired up to twelve months after the introduction of a candidate, or the completion of candidate interviews and/or discussions, whichever occurs later, regardless of our working relationship.
- Should Giddings pursue legal action to acquire fees owed by PVWC per this contract, Giddings shall be entitled to recover attorney fees and costs in addition to the original fees owed. Likewise, Giddings will be responsible for PVWC's attorney fees if PVWC was not at fault.

I will keep you informed of our progress. Again, we appreciate this opportunity to work with you.

Best Regards,

Peter McManus  
Partner  
The Giddings Group

**ACKNOWLEDGMENT:**

---

Louis Amodio  
Administrative Secretary of the Commission

Date

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Peter McManus  
The Giddings Group

Date

Note: Please return one signed copy of this acknowledgment for our files.

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-85  
SEARCH CONSULTANT SERVICES**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract:

**Professional Engineering Services** for Project # 21-P-85 – Professional Services for Search Consultant Services. (**The Giddings Group, Inc.**).

Amount of Project or Contract not to exceed: **\$63,000**

I. Acct #: 001-0301-413.31-01 **BUDGET 2021**

Other Comments: **Professional Services**

Date of Certification: April 8, 2021



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