



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #220048

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: April 27, 2022

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by Yaacov Brisman, 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; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed in camera.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: FRIEND Time: 10:40 am

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, R.

Adopted at a meeting of Passaic Valley Water Commission.

Signature of Rigo Sanchez, President

Signature of Ruby N. Cotton, Secretary

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



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of April 27, 2022.

A handwritten signature in cursive script, appearing to read "Louis Amodio", written over a horizontal line.

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



**RESOLUTION NO. 22-034  
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
AUTHORIZING A SHARED SERVICES AGREEMENT WITH BRICK  
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR ANALYTICAL  
LABORATORY SERVICES**

**DATE OF ADOPTION: APRIL 27, 2022**

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: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

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

**WHEREAS**, a copy of a memorandum from PVWC's Laboratory Manager dated April 2, 2022 with attached correspondence from the Authority dated March 14, 2022, along with other relevant correspondence, are attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS**, goods and services provided by the Authority and payment for same shall be in accordance with the Agreement with

reimbursement to be on a take-and-pay basis, not to exceed a total of \$498,400.00 over the 2-year Term of the Agreement; 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 subdivision thereof; and PVWC and the Authority are such entities; and

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

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

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement with the Authority in connection with Laboratory Services; all as set forth hereinabove in a total amount not to exceed \$498,400.00; 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 and intentions of this Resolution and the Shared Services Agreement 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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	—	—	—	—

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

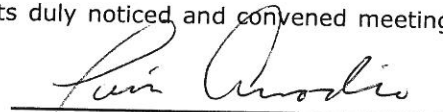
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES FOR ANALYTICAL  
LABORATORY SERVICES**

**PVWC LABORATORY MANAGER'S  
MEMORANDUM DATED APRIL 2, 2022  
WITH ATTACHED AUTHORITY (BTMUA)'S  
CORRESPONDENCE DATED MARCH 14, 2022**

**EXHIBIT A**

# memo

**Passaic Valley Water Commission (PVWC)**

To: Hon. Commissioners  
From: Suzanne Delorenzo  
CC: J. Mueller, P. Porcaro  
Date: April 2, 2022  
Re: Brick Township Municipal Utilities Authority (BTMUA) Analytical Laboratory Services

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Comments: PVWC routinely conducts business with BTMUA for analytical laboratory services that cannot be conducted in-house. This contract is set to expire in June 2022 and must be renewed to continue. PVWC received notice on March 14, 2022 that the pricing for these services will be increasing. Additionally, courier services will be discontinued. Despite these challenges, the Laboratory recommends renewing the contract with BTMUA. PVWC has the capacity, manpower, and infrastructure to ensure timely delivery of our samples to BTMUA. Furthermore, some of the additional costs associated with analyses will be offloaded as PVWC brings its ICP-MS online and begins in-house metals analysis.

BTMUA has been a trusted partner of PVWC for many years. Their work has been timely and accurate and their customer service and communication exceptional.



1551 Highway 88 West \* Brick, New Jersey 08724-2399  
732-458-7000 \* FAX 732-836-9170  
www.brickmua.com

CHRIS A. THEODOS, PE, PP, CME, CPWM, CFM  
*Executive Director*

March 14, 2022

Louis Amodio  
Administrative Secretary  
Passaic Valley Water Commission  
800 Union Boulevard  
Totowa, NJ 07512

COMMISSIONERS  
SUSAN LYDECKER  
*Chair*  
WILLIAM NEAFSEY  
*Vice Chair*  
PAUL L. MUMMOLO  
*Secretary*  
THOMAS C. CURTIS  
*Treasurer*  
DERRICK AMBROSINO  
*Asst. Secretary/Treasurer*  
ALTERNATES  
HARVEY LANGER  
ERIN WHEELER

Dear Mr. Amodio:

Thank you using Brick Utilities Laboratories to provide Passaic Valley Water Commission with Analytical Laboratory Services. Our current service contract is expiring in June 2022 and in accordance with Article III, section 303, of our agreement we are interested in renewing our agreement with modifications. The proposed modifications will be made to the agreement terms for analysis pricing, sample shipment, sample pickup and sample deliveries.

We have attached the proposed modified price per analysis and modified sample shipment, sample pickup and sample delivery terms.

If you have any questions, feel free to contact me at 732-458-7000, x-4240.

Respectfully,  
  
Stephen Naglich  
Water Quality Supervisor

cc: J. Maggio, Director of Water Quality  
J. Bilello, Laboratory Supervisor  
Suzanne Delorenzo, Laboratory Manager Passaic Valley

Brick Utilities Laboratory  
2022 Analyses Prices

March 14, 2022

**DRINKING WATER PARAMETERS**

**COST**

**Pricing:**

Trihalomethanes (THMs)	\$70 per sample
Volatile Organic Compounds (VOCs)	\$90 per sample
Haloacetic Acids (HAA5)	\$130 per sample
Primary Inorganics	\$200 per sample
Secondarys Parameters	\$300 per sample
Total Iron	\$18 per sample
Dissolved Iron	\$21 per sample
Total Manganese	\$18 per sample
Dissolved Manganese	\$21 per sample
Lead	\$18 per sample
Copper	\$18 per sample
Sodium	\$18 per sample
Bromate	\$60 per sample
Chlorate	\$60 per sample

Brick Utilities can manage the following analyses which will be hand delivered to the NJDEP certified laboratory shown below:

Cyanide (part of Inorganics)

MBAS (part of Secondary)

These parameters will be analyzed by a New Jersey State Certified Laboratory.

**Rush Samples:**

Less than 14 calendar days: 2X the analysis price

Less than 7 calendar day: 3X the analysis price

**Shipments, Pickups, and Deliveries:**

Beginning in calendar year 2022, Brick Utilities Laboratory will no longer be providing courier service to its clients. Clients may deliver samples or ship them to the lab but will do so on their expense.

Submitted By: \_\_\_\_\_

Stephen Naglich  
Water Quality Supervisor  
Brick Utilities

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES FOR ANALYTICAL  
LABORATORY SERVICES**

**FORM OF SHARED SERVICES AGREEMENT**

**EXHIBIT B**



**SHARED SERVICES AGREEMENT**

**Between**

**THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**And**

**PASSAIC VALLEY WATER COMMISSION**

**For Analytical laboratory Services for Metals, Inorganics,  
Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's),  
Methyl Isoborneol (MIB), and Geosmin, and Chlorates**

**THIS SHARED SERVICES AGREEMENT** (herein called the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission" and/or "PVWC", and the Brick Township Municipal Utilities Authority having its principal office located at 1551 Highway 88 West, Brick, New Jersey 08724, which entity is a public body of the State of New Jersey, hereinafter referred to as "Authority" and/or "Contractor" (Commission and Authority are also individually referred to herein as "Party" and collectively as "Parties").

**WITNESSETH**

**WHEREAS,** the Commission has decided to contract for Laboratory Services as set forth in the Technical Specifications Section 02100 entitled "Analytical Laboratory Services for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Lead, Copper, Primary Inorganics, Secondary Regulated Contaminants Using NJDEP Approved Methods", Technical Specifications Section 02101 entitled "Analytical Laboratory Services for Volatile Organic Compounds Using USEPA Method 524.2 and Haloacetic Acids Using EPA Method 552.2", Technical Specifications Section 02102 entitled "Analytical Laboratory Services for Methyl Isoborneol (MIB) and Geosmin", and Technical Specifications Section 02103 entitled "Analytical Laboratory Services for Analysis of Water Samples for Chlorate" (collectively referred to herein as the "Laboratory Services"), a copy of each of which is attached hereto as Appendix A to this Exhibit B, and made a part hereof, and the Authority is willing and able to provide the Laboratory Services to the Commission; 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 subdivision thereof; and PVWC and the Authority are such entities; and

**WHEREAS,** PVWC and the Authority have determined that the public health, safety, and welfare of the Customers of PVWC and Customers of the Authority can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Laboratory 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 any "agency or authority", inter alia, or subdivisions thereof, and PVWC and the Authority are such entities;

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



**ARTICLE I**  
**DEFINITIONS**

**SECTION 101 Definitions**

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

"Agreement" shall mean the shared services agreement by and between the Authority and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which the administrative offices of the Authority or the Commission are authorized or obligated by law to be closed.

"Effective Date of the Agreement" The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of any Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body having competent jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of

any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.

- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the Authority and the Authority's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Services" shall mean the Services to be provided by the Authority as set forth in Article II.

"Term of the Agreement" (also referred to herein as "Term") shall mean the Term of the Agreement as set forth in Article III of this Agreement.

#### **SECTION 102 Miscellaneous**

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

### **ARTICLE II SCOPE OF SERVICES**

#### **SECTION 201 Services**

As of the Effective Date of the Agreement, and during the Term of this Agreement, the Authority shall provide the Services as set forth herein.

- a) The Authority shall utilize whatever procedures, personnel, equipment and other resources as are necessary to properly perform Laboratory Services as set forth in this Exhibit B. The technical and other requirements, and stipulated quantities anticipated for the Term of Agreement, shall be as set forth in Technical Specifications Sections 02100, 02101, 02102, and 02103, each of which is attached hereto and made a part hereof as Appendix A.
- b) The Authority shall designate a qualified individual to handle questions, problems and inquiries relating to the Laboratory Services contemplated under this Agreement for the Commission to contact as needed.

- c) The Authority shall employ sufficient persons, to provide the Laboratory Services for the Term of the Agreement, as contemplated herein.
- d) During normal business hours, questions can be directed to the Laboratory Director of the Commission, or specified designee, at 973-237-2066.

**ARTICLE III  
COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT**

**SECTION 301 Commencement of Services**

The Authority shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

**SECTION 302 Term of Agreement**

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of two (2) years commencing upon the Effective Date of the Agreement.

**SECTION 303 Renewal**

At least ninety (90) days prior to the end of the Term of the Agreement, the Authority shall notify the Commission whether the Authority is interested in renewing this Agreement as is or with modifications, or whether the Authority does not intend to re-engage with the Commission in this or similar agreement. If the Authority is interested in renewing this Agreement with modifications to the terms, the Authority shall specify in the same notice which terms it wishes to modify. This Agreement shall not automatically renew itself. However, should the Authority fail to serve upon the Commission the notice required by this provision in a timely manner, then the Term of the Agreement shall be extended by the number of days between the deadline required herein and the actual date of service of the notice upon the Commission, if any is served, but in no event longer than ninety (90) days.

**ARTICLE IV  
RESPONSIBILITIES OF THE AUTHORITY AND COMPENSATION**

**SECTION 401 Authority Responsibilities**

The Authority shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

**SECTION 402 Payments to the Authority**

The Authority shall invoice the Commission on a monthly basis for actual Laboratory Services provided by the Authority pursuant to this Agreement. The Parties agree that, reimbursement to the Authority under this Agreement shall be based on the applicable unit prices for the various analyses set forth in Appendix A to this Exhibit B for those analyses ordered in writing by the Commission and satisfactorily performed by the Authority in conformance with Appendix A over the duration of the stipulated Term of Agreement set forth in Article III. The total amount subject to reimbursement to the Authority shall not exceed \$498,400.00. The Commission reserves the right to order some, all, or none of the various stipulated quantities at any time, or times, over the Term of the Agreement. The Authority agrees to make all reasonable efforts to coordinate the scheduling and completion of analyses to accommodate the Commission's requirements.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Laboratory Services rendered by the Authority under this Agreement.

**ARTICLE V**  
**AFFIRMATIVE ACTION REQUIREMENTS**

**SECTION 501 Affirmative Action**

For purposes of this Section 501, both Parties shall comply with the requirements pertaining to contractor or subcontractor. During the performance of this contract, the contractor agrees as follows:

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the

basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - Letter of Federal Affirmative Action Plan Approval
  - Certificate of Employee Information Report
  - Employee Information Report Form AA302
- j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**SECTION 502 Incorporation of Legal Requirements**

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

**ARTICLE VI  
INSURANCE REQUIREMENTS**

**SECTION 601 Comprehensive General Liability Insurance**

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Authority, or any subcontractor or agent or anyone directly or indirectly employed by the Authority, or any and all of the Authority's subcontractors. The policy limits for such insurance shall be not less than \$3,000,000. The policy shall include



provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Party's policy. Policy limits may be supplemented by an excess liability policy or an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

**SECTION 602 Automobile Liability Insurance**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Parties' policy. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

**SECTION 603 Workers Compensation Insurance**

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

**SECTION 604 Right to Subrogation**

Each insurance policy required as set forth in this Article VI shall provide that neither Party, and neither of the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII  
DEFAULT AND REMEDIES**

**SECTION 701 Default by Any Party**

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the Authority within thirty (30) days after receipt of the invoice. Material obligations directly relating to the health and safety of the public or employees shall require immediate, diligent, and expeditious action by the responsible Party notwithstanding the foregoing.

**SECTION 702 Obligation to Perform**

Notwithstanding termination pursuant to Article VIII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The Authority's liability for damages shall only occur in the event of the Authority's default.

**SECTION 703 Non-Waiver**

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same.

No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.

2. Any payment made by the Commission to the Authority under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the Authority with respect to the Services performed pursuant to this Agreement.
3. Any service provided by the Authority to the Commission under the terms of this Agreement shall not be deemed a waiver of the Authority's rights to seek damages in the event of a default by the Commission with respect to payment or the Commission's obligations pursuant to this Agreement.

**ARTICLE VIII.  
TERMINATION**

**SECTION 801 Termination**

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

**ARTICLE IX.  
EVENT OF FORCE MAJEURE**

**SECTION 901 Event of Force Majeure**

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. An event of force majeure which terminates the Authority's management and control of their operation would justify termination of this Contract. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the Authority or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE X**

## **INDEMNIFICATION**

### **SECTION 1001 Indemnification**

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

## **ARTICLE XI ASSIGNMENT AND DELEGATION**

### **SECTION 1101 Assignment and Delegation**

The Authority shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Commission, which may be withheld for any reason.

The Commission shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Authority, which may be withheld for any reason.

## **ARTICLE XII MISCELLANEOUS**

### **SECTION 1201 Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Union County.

### **SECTION 1202 Independent Contractor**

The Authority is and will perform its Services as an independent contractor for the Commission. Nothing in this Agreement shall be construed so as to render Authority an employee, agent, representative, joint venturer or partner of the Commission, and Authority shall not hold itself out to others in such capacity. Authority shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Commission. Authority shall have no authority to bind the Commission to contracts or to incur any other obligations on behalf of the Commission, and any such contracts or obligations entered into or incurred by Authority shall be void. Nothing in this Agreement shall be construed so as to render Commission an employee, agent, representative, joint venturer or partner of the Authority, and Commission shall not hold itself out to others in such capacity. Commission shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Authority. Commission shall have no authority to bind the Commission to contracts or to incur any other obligations on behalf of the

Authority, and any such contracts or obligations entered into or incurred by Authority shall be void.

**SECTION 1203 Confidentiality**

During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, (ii) required to be disclosed by law or legal process; or (iii) that a Party is not permitted to treat as confidential under the Open Public Records Act or similar laws.

**SECTION 1204 Termination for Convenience**

Either Party shall have the right and option to terminate this Agreement upon ninety (90) days written notice to the other Party.

**SECTION 1205 Licenses, Permits and Approvals**

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

**SECTION 1206 Authority to Enter Into Agreement**

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

**SECTION 1207 Merger Clause**

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

**SECTION 1208 Binding Agreement**

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

**SECTION 1209 Modifications**

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

**SECTION 1210 Severability**

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable for any reason whatsoever by

a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

**SECTION 1211 Availability of Funds**

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

**SECTION 1212 Notices**

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

**SECTION 1213 Filing of Agreement with the Division of Local Governmental Services**

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

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

**ATTEST:**

[Seal]

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

**BRICK TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY**

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

**ATTEST:**

[Seal]

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

LOUIS AMODIO  
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION**

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

RIGOBERTO SANCHEZ  
President

**STATE OF NEW JERSEY:**

**SS:**

**COUNTY OF PASSAIC :**

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary

**STATE OF NEW JERSEY:**

**SS:**

**COUNTY OF OCEAN :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the \_\_\_\_\_ of the Brick Township Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, a Party named in the within instrument; that \_\_\_\_\_ is the \_\_\_\_\_ of said Municipal Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Municipal Corporation; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said \_\_\_\_\_, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Municipal Corporation, in presence of deponent who thereupon subscribed his/her name thereto as witness.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary



**PASSAIC VALLEY WATER COMMISSION**  
**SHARED SERVICES AGREEMENT FOR**  
**ANALYTICAL LABORATORY SERVICES**  
**TECHNICAL SPECIFICATIONS**  
**SECTIONS 02100, 02101, 02102 AND 02103**  
**("LABORATORY SERVICES")**  
**APPENDIX A**

**SECTION 02100**  
**ANALYTICAL LABORATORY SERVICES**  
**FOR TOTAL IRON, DISSOLVED IRON,**  
**TOTAL MANGANESE, DISSOLVED MANGANESE,**  
**LEAD, COPPER, PRIMARY INORGANICS**  
**SECONDARY REGULATED CONTAMINANTS**  
**USING NJDEP APPROVED METHODS**

**1.01 GENERAL**

- A. Furnish laboratory analysis of Total Lead and/or Total Copper in accordance with NJDEP Approved Methods for each analyte.
- B. Furnish Laboratory analysis of Total Iron and/or Total Manganese in accordance with NJDEP Approved Methods for each analyte.
- C. Furnish Laboratory analysis of Dissolved Iron and/or Dissolved Manganese in accordance with USEPA Approved Methods for each analyte.
- D. Furnish laboratory analysis for Primary and Secondary Regulated Inorganics in accordance with NJDEP Approved Methods for each analyte.
- E. Furnish Laboratory analysis for Bromate using USEPA Method 300.1. Vendor's laboratory MDL must meet the EPA/NJDEP low level requirements.
- F. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Some samples may be obtained from the Commission's source waters whereas other samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- G. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 7.0. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall work with the Laboratory Director to coordinate the details of this electronic file transfer. This does not exclude the Vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined in this Specification.
- H. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- I. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- J. Technical questions related to this Contract shall be addressed to the Laboratory Director, at: 973-237-2066 (telephone), 973-237-2055 (facsimile); or Mike Psota, Chemist 3, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- K. The period of this Contract shall be as set forth in the Agreement.

**1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL**

- A. The following information shall be submitted by the Vendor with the Proposal:
- B. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe

Drinking Water Act compliance analyses.

- C. Vendor's most recent Method Detection Limit (MDL) studies for each analyte included under this Contract.
- D. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- E. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- F. Documentation of an approved Quality Assurance Program (QAP) describing:
  - 1. Quality Assurance (QA) Policies
  - 2. QAP Organization and Responsibility
  - 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
  - 4. Storage
  - 5. Sample Custody Procedures
  - 6. Analytical Procedures
  - 7. Calibration Procedures & Frequency
  - 8. Preventative Maintenance
  - 9. QA Checks and Routines to Assess Precision, Accuracy and MDLs
  - 10. Data Reduction, Validation and Reporting
  - 11. Corrective Action
  - 12. Performance Systems and Audits
  - 13. QA Reports to Management
  - 14. Complaints

### **1.03 SHIPMENTS, PICKUPS AND DELIVERIES**

- A. The Vendor shall provide all sample containers, including: formal chain-of-custody forms, labels, sample bottles with preservatives as necessary, packing materials including ice packs, and shipping containers. The Vendor shall be responsible for disposal of entire contents of sample containers.
- B. The Vendor shall be responsible for disposal of entire contents of sample containers.
- C. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of the month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- D. The Commission shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. In the event that shipped samples are received above acceptable temperature levels due to improper sample shipping preparation, the Commission will pay the costs for shipping of such samples.

### **1.04 TECHNICAL SPECIFICATIONS**

- A. The Vendor shall provide laboratory analysis of all water samples for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Total Lead, Total Copper, Bromate, all Primary regulated contaminants and/or all Secondary regulated contaminants in accordance with NJDEP-approved test methods for which the Vendor holds NJDEP

certification.

- B. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.
- C. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall follow the QAP previously submitted by the Vendor with the Proposal.
- D. The Vendor shall provide routine sample analysis results to the Commission via electronic mail within the calendar time stipulated below based on the date the Vendor receives the samples.
  - 1. 14 consecutive calendar days for all Iron, Lead, Copper, Primary or Secondary analyses;
  - 2. 7 consecutive calendar days for all Manganese analyses.
- E. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of PVWC Laboratory Director, 800 Union Blvd., Totowa, NJ 07512, within 48 hours of the electronic mail reporting.
- F. Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
  - 1. Report Title
  - 2. Purchase Order Number
  - 3. Vendor Contact Information
  - 4. Report Number
  - 5. Commission Contact Information
  - 6. Sample Identification
  - 7. Sample Collection Date/Time
  - 8. Sample Prep/Analysis Date/Time & Analyst Initials
  - 9. Test Method & Notation identifying any method deviations
  - 10. Test Result
  - 11. Test Reporting Units
  - 12. Method Reporting Limit (MRL)
  - 13. Signature and Title of the person(s) authorized to release final results
  - 14. Notation of results whose values are reported outside of quantification limits
- G. Hard copy sample reports shall include Quality Control information including MRL checks, matrix spike, matrix blank and matrix duplicates (and/or field duplicates). Results below the MRL shall also be reported and noted as being below the MRL. In addition, the Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- H. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms or other instrument printouts.
- I. The Commission reserves the right to verify performance of Vendor utilizing samples of known concentrations of any analytes being reported by Vendor.
- J. A portion of Lead and/or Copper testing may be required on a "Rush" basis. Rush requests must be completed, including all reporting described above, within five (5) working days of sample receipt by Vendor.
- K. Vendor shall bear full responsibility for any and all costs, fines and penalties associated with incorrect or late reporting of the required test results to the New Jersey Department of Environmental Protection. The Commission shall bear full responsibility for any and

all costs, fines, and penalties associated with samples arriving to Vendor late (less than 2 weeks from the NJDEP reporting deadline and less than 1 week from the NJDEP reporting deadline for RUSH samples).

**1.05 MEASUREMENT AND PAYMENT**

- A. Anticipated quantities of analyses are as stipulated in Table 02100-3. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission reserves the right to order some, all, or none of the stipulated quantities listed in Table 02100-3, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- C. The Unit Price submitted shall be considered as complete and including all Work required under this Contract.
- D. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- E. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- F. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 calendar day time schedule.

**TABLE 02100-1: Primary Inorganics**

1074	Antimony
1005	Arsenic
1010	Barium
1075	Beryllium
1015	Cadmium
1020	Chromium
1024	Cyanide
1025	Fluoride
1035	Mercury
1036	Nickel
1045	Selenium
1085	Thallium

**TABLE 02100-2: Secondary Parameters**

2905	ABS/LAS
1927	Alkalinity
1002	Aluminum
1017	Chloride
1905	Color
1910	Corrosivity
1916	Hardness (as CaCO <sub>3</sub> )
1028	Iron
1032	Manganese
1920	Odor
1050	Silver

1055 Sulfate  
1930 Total Dissolved Solids  
1095 Zinc

**TABLE 02100-3: Stipulated Quantities (Based on a Two-Year Period)**

<i>Description</i>	<i>Stipulated Quantity</i>
Bromate	75
Primary Inorganics (entire set)	50
Secondary Parameters (entire set)	50
Total Iron	500
Soluble Iron	300
Total Manganese	500
Soluble Manganese	300
Lead – routine turnaround time	1,500
Lead – rush turnaround time (5 days)	200
Copper – routine turnaround time	1,500
Copper – rush turnaround time (5 days)	200

**END OF SECTION 02100**

**SECTION 02101**  
**ANALYTICAL LABORATORY SERVICES**  
**FOR VOLATILE ORGANIC COMPOUNDS USING EPA METHOD 524.2**  
**AND HALOACETIC ACIDS USING EPA METHOD 552.2**

**1.01 GENERAL**

- A. Furnish laboratory analysis of Trihalomethanes (THMs) and other Volatile Organic Compounds (VOC's) in accordance with USEPA Method 524.2 "Measurement of Purgeable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry".
- B. Furnish laboratory analysis of Haloacetic Acids (HAAs) in accordance with USEPA Method 552.2 "Determination of Haloacetic Acids in Drinking Water by Liquid-Liquid Extraction, Derivatization and Gas Chromatography with Electron Capture Detection".
- C. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- D. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 7.0. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall coordinate the details of this electronic file transfer with appropriate representatives from the LabWorks software provider as specified by the PVWC Laboratory Director. This does not exclude the vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined elsewhere in this specification.
- E. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- F. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- G. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Laboratory Director, at: 973-237-2066 (telephone), 973-237-2025 (facsimile); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- H. The period of this Contract shall be as set forth in the Agreement.

**1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL**

- A. The following information shall be submitted by the Vendor with the Proposal:
- B. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses in general, and to perform USEPA Methods 524.2 and 552.2 specifically, for all drinking-water contaminants regulated by NJDEP to be analyzed by either of these methods.
- C. Documentation demonstrating Vendor's experience completing VOC and HAA analyses using USEPA Methods 524.2 and 552.2, respectively.
- D. Laboratory's most recent Method Detection Limit (MDL) study data obtained for VOC and HAA contaminants regulated by NJDEP. MDL studies must be conducted according



to procedures laid out in Standard Methods for the Examination of Water and Wastewater, 20th Edition (1999).

- E. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- F. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- G. Documentation of an approved Quality Assurance Program (QAP) including:
  - 1. Quality Assurance (QA) Policies
  - 2. QAP Organization and Responsibility
  - 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
  - 4. Sample Custody
  - 5. Analytical Procedures
  - 6. Calibration Procedures & Frequency
  - 7. Preventative Maintenance
  - 8. QA Checks and Routines to Assess Precision, Accuracy and MDLs
  - 9. Data Reduction, Validation and Reporting
  - 10. Corrective Action
  - 11. Performance Systems and Audits
  - 12. QA Reports to Management
  - 13. Complaints

#### **1.03 SHIPMENTS, PICKUPS AND DELIVERIES**

- A. The Vendor shall provide all sampling and shipping materials, including formal chain-of-custody forms, labels, sample vials with preservatives as necessary, and packing materials including ice packs and shipping containers.
- B. The Vendor shall be responsible for disposal of entire contents of sample containers.
- C. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of each month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- D. The Commission shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. In the event that shipped samples are received above acceptable temperature levels due to improper sample shipping preparation, the Commission will pay the costs for shipping of such samples.

#### **1.04 TECHNICAL SPECIFICATIONS**

- A. Vendor shall provide laboratory analysis of all water samples for VOCs (including THMs) and HAAs in accordance with USEPA Methods 524.2 and 552.2, respectively, upon request by PVWC. PVWC requires the use of Methods 524.2 and 552.2 for continuity. Other analytical methods will not be considered acceptable for this Contract.
- B. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.
- C. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which

quality analytical data are generated and shall follow the QAP previously submitted by the Vendor with the Proposal.

- D. The Vendor shall provide sample analysis results to the Commission via electronic mail within 48 hours of the end of the analysis holding time, Mondays through Fridays inclusive, excluding Federal Holidays, or within 48 hours of the end of the calendar month, whichever is sooner.
- E. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service Priority Mail (or equivalent) in an opaque sealed envelope addressed to the attention of Mike Psota, PVWC Laboratory, 800 Union Blvd., Totowa, NJ 07512.
- F. Vendor shall accept liability for all fines levied on the Commission by the New Jersey Department of Environmental Protection for reporting errors, delays or failures attributable to Vendor's actions or failure to act. The Commission shall bear full responsibility for any and all costs, fines, and penalties associated with samples arriving to Vendor late (less than 2 weeks from the NJDEP reporting deadline and less than 1 week from the NJDEP reporting deadline for RUSH samples).
- G. Deliverables for Reports and Final Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
  - 1. Report Title
  - 2. Purchase Order Number
  - 3. Lab Contact Information
  - 4. Report Number
  - 5. Commission Contact Information
  - 6. Sample Identification
  - 7. Sample Collection Date/Time
  - 8. Sample Extraction/Analysis Date/Time & Analyst Initials
  - 9. Test Method & Notation identifying any method deviations
  - 10. Test Result
  - 11. Test Reporting Units
  - 12. MRL for each analyte
  - 13. Printed Name, Signature and Title of the person(s) authorized to release final results
  - 14. Notation of results whose values are reported outside of quantification limits
- H. Hard copy sample reports shall include all Quality Control information called for by the EPA method being performed. Results below the MRL shall also be reported and noted as being below the MRL.
- I. Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- J. Vendor's Minimum Reporting Limit (MRL) for all analytes reported using EPA Method 524.2 must be no greater than 0.50 µg/L.
- K. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms of samples submitted by the Commission for analysis. Each such chromatogram must be signed in ink by the analyst.
- L. The Commission reserves the right to verify performance of Vendor through the use of samples of known analyte concentrations.
- M. The following analytes shall be required for each analysis:
  - 1. THMs by EPA Method 524.2:
    - a. Chloroform
    - b. Bromodichloromethane
    - c. Dibromochloromethane
    - d. Bromoform
    - e. Calculated total of the above four trihalomethanes in each sample

2. VOCs by EPA Method 524.2: all compounds listed in Section 1.1 of EPA Method 524.2, rev. 4.1 (1995), except that any compound marked with an asterisk in Section 1.1 of the EPA Method, denoted as "New Compound in Revision 4.0", may be omitted if Vendor cannot reliably meet Commission's requirements for MDL.
3. HAAs by EPA Method 552.2:
  - a. Monobromoacetic acid
  - b. Dibromoacetic acid
  - c. Monochloroacetic acid
  - d. Dichloroacetic acid
  - e. Trichloroacetic acid

**1.05 MEASUREMENT AND PAYMENT**

- A. Anticipated quantities of analyses are as stipulated in Table 02101-1. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission does not anticipate that the analyses will be required on a uniform schedule over the term of this Contract. The Commission reserves the right to order some, all, more, or none of the stipulated quantities listed in Table 02101-1, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted by the Vendor shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- C. The analysis of a Field Blank being required by EPA Method 524.2 as a component of the Method's Quality Control parameters, Vendor shall analyze each Field Blank submitted by the Commission with one or more Field Samples at no charge to the Commission.
- D. The Unit Price submitted shall be considered as complete and including all Work indicated, specified or required by the Contract Documents or which can be reasonably inferred therefrom.
- E. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- F. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- G. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 consecutive calendar day time schedule.

**TABLE 02101-1: Stipulated Quantities (Based on a Two-Year Period)**

1.	Trihalomethanes (THMs) analyses .....	500
2.	Volatile Organic Compounds (VOCs) analyses ....	150
3.	Haloacetic Acids (HAAs) analyses .....	500

**END OF SECTION 02101**

**SECTION 02102**  
**ANALYTICAL LABORATORY SERVICES**  
**FOR METHYL ISOBORNEOL (MIB) AND GEOSMIN**

**1.01 GENERAL**

- A. Furnish laboratory analysis of 2-Methyl Isoborneol (MIB) and Geosmin in accordance with Standard Method 6040D "Solid Phase Micro-extraction" for water samples collected by staff of the Passaic Valley Water Commission's (Commission's) Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey, 07512. Some samples may be obtained from the Commission's source-waters whereas other samples may be obtained from finished drinking water sample locations.
- B. Technical questions related to this Contract should be addressed to either of the following Commission contacts: PVWC Laboratory Director, at: 973-237-2066 (telephone), 973-237-2025 (facsimile); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- C. The period of this Contract shall be as stipulated in the Contract.

**1.02 SHIPMENTS, PICKUPS, AND DELIVERIES**

- A. Sampling kits shall include: formal chain-of-custody forms, labels, sample bottles, packing materials including ice packs, pre-addressed mailing labels and shipping containers, with instructions for use, so that samples shipped from PVWC will arrive at the Authority's laboratory below the USEPA required temperature limit of 10°C (50°F) in good condition. The Authority shall be responsible for disposal of sample waste and all costs expenses and fees related thereto.
- B. The Commission shall utilize a shipping service provider that shall deliver and pick-up samples directly from the designated location as needed.

**1.03 TECHNICAL REQUIREMENTS**

- A. Authority shall provide laboratory analysis of all source-waters, partially treated and or finished potable water samples, for both MIB and Geosmin concentration, in accordance with Standard Method 6040D, "Solid Phase Micro-Extraction."
- B. The Authority shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses. This certification is to remain in effect during the term of this Contract. The Authority agrees to notify the Commission immediately upon any change to the certification status of Authority's laboratory.
- C. The Authority shall also have adequate documented experience completing MIB and Geosmin analyses using either Standard Method 6040D.
- D. The Authority shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall follow the QAP previously submitted by the Authority with the Bid.
- E. The Authority shall provide sample analysis results to the Commission via electronic mail within 48 hours of sample receipt by the Authority's laboratory, Mondays through Fridays inclusive, excluding Federal Holidays. From time to time, and on a case-by-case basis, at the sole discretion of the Commission, Authority may be permitted to extend this required turn-around time for samples to a total of no more than 5 days. However, the Authority shall not extend said turn-around time without prior written approval from the Commission for each and every such request.

- F. Authority shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Authority and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Mike Psota, Chemist 3, Passaic Valley Water Commission, 800 Union Boulevard, Totowa, New Jersey 07512.
- G. The Authority shall analyze up to a total of 12 samples per shipment within the 48-hour turn-around basis as described above.
- H. Deliverables for Reports shall be as follows:
  - 1. Final Reports shall be submitted by the Authority to PVWC and shall contain as a minimum each of the following elements:
    - a) Report Title
    - b) Purchase Order Number
    - c) Lab Contact Information
    - d) Report Number
    - e) Commission Contact Information
    - f) Sample Identification
    - g) Sample Collection Date/Time
    - h) Sample Preparation Date/Time and Analyst Identification
    - i) Sample Analysis Date/Time and Analyst Identification
    - j) Test Method and Notation identifying any method deviations
    - k) Test Result
    - l) Test Reporting Units
    - m) Minimum Reporting Limits for each analyte
    - n) Signature and Title of the person(s) authorized to release final results
    - o) Notation of results whose values are reported outside of quantification limits
  - 2. Hard copy sample reports shall include Quality Control information such as MDLs, matrix spike, matrix blank and matrix duplicates, and all other Quality Control data collected as required by Standard Method 6040D plus associated chapters. Results below the MDL shall also be reported and noted as being below the MDL.
  - 3. The Authority shall submit multi-point MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
  - 4. The Commission reserves the right to require Authority to provide the Commission with copies of actual chromatograms, for potential future identification of any other major peaks that may be considered as contributory to taste-and-odor in the source of finished waters.

**1.04 MEASUREMENT AND PAYMENT**

- A. Anticipated quantities of analyses are as stipulated in the Agreement and outlined in the sample matrix table included in Table 1 entitled "MIB/Geosmin Sample Matrix – 24-Month Testing Schedule" as specified herein, and a copy of Table 1 is attached hereto and made a part hereof. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Authority shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price set forth in the Agreement shall be considered as having included sampling kits with formal chain of custody forms, labeling, sample bottles, packing materials and ice packs; furnishing empty containers; handling, analyses including 48-hour analysis turn-around as specified elsewhere herein, and disposal of all waste from sampling, preservation and analysis; and providing all other goods and services necessary to complete the Work of this Contract.

- C. The Unit Price shall be considered as complete and including all Work required under this Contract. Each analysis shall consist of one combined MIB and Geosmin analysis, and the quantities stipulated in the Agreement are based on the anticipated total number of combined analyses. For example, one combined analysis for both MIB and Geosmin is counted as one analysis. In the event that sample re-testing and re-analysis is required due to error by the Authority, its laboratory, or any combination thereof, Authority shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.

**END OF SECTION 02102**



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

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

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

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



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

**1.01 GENERAL**

- A. The Authority shall perform laboratory determination of Chlorate in water samples for PVWC.
- B. The Authority shall furnish laboratory analysis of all water samples (typically finished or partially treated drinking water) for chlorate content, in accordance with EPA Method 300.0, Method 300.1 or equivalent method recognized by the NJDEP.
- C. The Authority's laboratory shall be, and maintain, its New Jersey Department of Environmental Protection (NJDEP) certified laboratory status and certified by NJDEP to perform testing in water for Chlorate. Alternative certification by the USEPA to perform water testing under the UCMR-3 program is also satisfactory.
- D. Authority's pricing shall remain in effect for the duration of the Contract. The number of samples is estimated to be up to twenty (20) per year during the term of this Contract. Reimbursement to the Authority will be on a "take and pay" basis where PVWC reserves the right to order all, same, or none of the stipulated quantities set forth herein.
- E. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Laboratory Director, at: 973-237-2066 (telephone); or Mike Psota, Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- F. The period of this Contract shall be as set forth in the Agreement.

**1.02 SHIPMENTS, PICKUPS AND DELIVERIES**

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

**1.03 TECHNICAL SPECIFICATIONS**

- A. Deliverables for Reports shall be delivered to the Commission as follows:
  - 1. Final Signed Reports including associated quality control data shall be submitted by the Vendor to the Commission, to the attention of PVWC Laboratory Director, 800 Union Blvd, Totowa, New Jersey, 07512, and shall contain as a minimum each of the following elements:
    - a) Report Title

- b) Purchase Order Number
- c) Lab Contact Information
- d) Report Number
- e) Client Contact Information
- f) Sample Identification
- g) Sample Collection Date/Time
- h) Sample Analysis Date/Time & Analyst Initials
- i) Test Method & Notation identifying any method deviations
- j) Test Result
- k) Test Reporting Units
- l) Test MRL
- m) Associated Quality Control data
- n) Signature and Title of the person(s) authorized to release final results.

- B. All deliverables shall be delivered to the Commission by no later than the 14<sup>th</sup> calendar day from the delivery date of the sample(s) to the Vendor, inclusive of weekends and holidays. This can be achieved via electronic mail or facsimile delivery with follow up hard copy delivered by the 21<sup>st</sup> day.
- C. Invoices shall be submitted by the Vendor to the Commission at P.O. Box 230, Clifton, New Jersey, 07011, attention: Accounts Payable.
- D. Vendor shall not be permitted to subcontract the quoted work out to any other laboratory without prior written permission from PVWC. Vendor shall only subcontract to a laboratory that is an NJDEP-certified Laboratory and certified to conduct the analysis requested. Vendor shall provide proof of certification for subcontract Laboratory for the time period under which the subcontracted Laboratory will be analyzing samples for PVWC. Sample turn-around time as stipulated shall be met and required deliverables as follows shall be provided to PVWC.

**1.04 MEASUREMENT AND PAYMENT**

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

**END OF SECTION 02103**

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES FOR ANALYTICAL  
LABORATORY SERVICES**

**PVWC'S FINANCIAL CERTIFICATION**

**EXHIBIT C**

**RESOLUTION NUMBER: 22-035**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
FOR MEMBER PARTICIPATION  
IN THE PASSAIC COUNTY COOPERATIVE PRICING SYSTEM ID  
#184PCECPS FOR ELECTRIC GENERATION SUPPLY SERVICE**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Passaic, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on April 27, 2022 the governing body of the Passaic Valley Water Commission, County of Passaic, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

WHEREAS, the Cooperative Pricing System Agreement is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED as follows:

This RESOLUTION shall be known and may be cited as the Electric Generation Supply Services Cooperative Pricing Resolution of the Passaic Valley Water Commission.

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Board President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

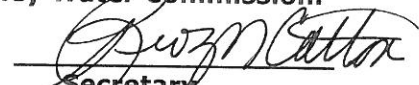
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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.**

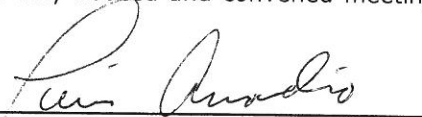
  
\_\_\_\_\_  
**President**  
**Rigoberto Sanchez**

  
\_\_\_\_\_  
**Secretary**  
**Ruby N. Cotton**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**FOR MEMBER PARTICIPATION  
IN THE PASSAIC COUNTY COOPERATIVE PRICING SYSTEM ID  
#184PCECPS FOR ELECTRIC GENERATION SUPPLY SERVICE**

**COOPERATIVE PRICING SYSTEM AGREEMENT**

**EXHIBIT A**

## COOPERATIVE PRICING SYSTEM AGREEMENT

### PASSAIC COUNTY COOPERATIVE PRICING SYSTEM #184PCECPS

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Passaic and Passaic Valley Water Commission who desire to participate in the Passaic County Cooperative Pricing System #184PCECPS.

#### WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Passaic is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution<sup>1</sup> in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods and services to be used by county or local government agencies and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
  - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.
  - (D) The State Identification Code assigned to the Cooperative Pricing System.
  - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.

5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
  - (A) The quantities ordered for the Lead Agency's own needs, and
  - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

\_\_\_\_\_  
(NAME AND TITLE) (DATE)

FOR THE PARTICIPATING UNIT

BY:

Rigoberto Sanchez, President \_\_\_\_\_  
(DATE)

**RESOLUTION NUMBER: 22-036**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
FOR MEMBER PARTICIPATION  
IN THE PASSAIC COUNTY COOPERATIVE PRICING SYSTEM ID  
#38PCCP FOR GENERAL PROCUREMENT AND MAINTENANCE  
CONTRACTS**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Passaic, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on April 27, 2022 the governing body of the Passaic Valley Water Commission, County of Passaic, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

WHEREAS, the Cooperative Pricing System Agreement is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED as follows:

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Passaic Valley Water Commission for General Procurement and Maintenance Contracts.

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Board President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

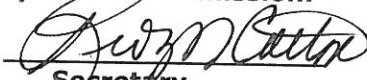
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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**  
**Rigoberto Sanchez**

  
\_\_\_\_\_  
**Secretary**  
**Ruby N. Cotton**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**FOR MEMBER PARTICIPATION  
IN THE PASSAIC COUNTY COOPERATIVE PRICING SYSTEM ID  
#38PCCP FOR GENERAL PROCUREMENT AND MAINTENANCE  
CONTRACTS**

**COOPERATIVE PRICING SYSTEM AGREEMENT**

**EXHIBIT A**

## COOPERATIVE PRICING SYSTEM AGREEMENT

### PASSAIC COUNTY COOPERATIVE PRICING SYSTEM #38PCCP

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Passaic and Passaic Valley Water Commission who desire to participate in the Passaic County Cooperative Pricing System #38PCCP.

#### WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Passaic is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution<sup>1</sup> in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods and services to be used by county or local government agencies and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
  - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
  - (B) The address and telephone number of Lead Agency.
  - (C) The names of the participating contracting units.
  - (D) The State Identification Code assigned to the Cooperative Pricing System.
  - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.

5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
  - (A) The quantities ordered for the Lead Agency's own needs, and
  - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

\_\_\_\_\_  
(NAME AND TITLE) (DATE)

FOR THE PARTICIPATING UNIT

BY:

Rigoberto Sanchez, President \_\_\_\_\_  
(DATE)

**RESOLUTION # 22-037**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DESIGNATING ITS  
PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O)**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, all Public Agencies that award contracts for goods and service vendors and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and its implementing regulations at N.J.S.A. 17:27-1.1 et seq.; and

**WHEREAS**, the law and regulations are applicable to Public Agencies; and the Division of Contract Compliance and Equal Employment of the New Jersey Department of the Treasury (the "Division") representatives periodically review Public Agency contracting processes to ensure that they are complying with Affirmative Action requirements; and

**WHEREAS**, the results of such review will be a determination that PVWC is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner; and

**WHEREAS**, If the result is Satisfactory, then PVWC need only maintain its compliance, whereas if the result is Unsatisfactory, PVWC may be required to make corrections to its process, and may result in issuance of sanctions or referral to the Attorney General for appropriate enforcement action in case of continued non-compliance; and

**WHEREAS**, in accordance with said law and regulations, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer ("P.A.C.O.") in accordance with N.J.S.A. 17:27-3.2; and

**WHEREAS**, PVWC hereby designates Lisa Bresemann to serve as PVWC's Public Agency Compliance Officer; and

**WHEREAS**, the electronic form entitled "Designation of Public Agency Compliance Officer ("P.A.C.O.") located on the State agency website at [https://www.state.nj.us/treasury/assets/contact/contract\\_compliance/contact\\_contract\\_compliance-paco.shtml](https://www.state.nj.us/treasury/assets/contact/contract_compliance/contact_contract_compliance-paco.shtml) will be e-filed with the State of New Jersey, Department of the Treasury, Public Contracts Equal Employment Opportunity Compliance Monitoring Program;



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

1. That Lisa Bresemann is hereby appointed to serve as Public Agency Compliance Officer for PVWC, and
2. That the Administrative Secretary of PVWC shall attest to the appointment and such 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 a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

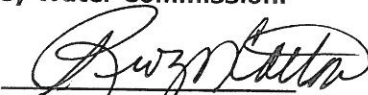
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

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

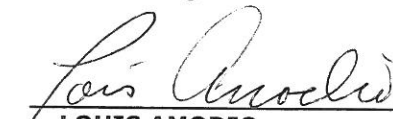
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**RESOLUTION # 22-038  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT NO. 21-P-83 ENTITLED "ENGINEERING SERVICES FOR PVWC  
NOSENZO POND WELLHOUSE PFAS"**

**CHANGE ORDER NO. 1 – ADDITIONAL SUPPORT FOR DESIGN OF  
TEMPORARY TREATMENT**

**DATE OF ADOPTION: APRIL 27, 2022**

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

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Project 21-P-83 entitled "Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS" (the "Project") was awarded to Arcadis U.S., Inc. ("Arcadis") of Fair Lawn, New Jersey at PVWC's Commission Meeting dated September 15, 2021 (PVWC Resolution 21-82) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$363,000.00; and

**WHEREAS**, at PVWC's request, Arcadis has submitted a proposal dated April 11, 2022 (the "Proposal") to request a budget amendment to assist the Commission with additional tasks relating to said Project, and a copy of the Proposal, including a description of the said additional services, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, Proposed Change Order No. 1 further increases the total adjusted Contract Price by \$108,000.00 which brings the total adjusted Contract Price to \$471,000.00; and

**WHEREAS**, the Director of Engineering has reviewed Arcadis's Proposal and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the Director of Engineering's memorandum dated April 13, 2022 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the Chief Financial Officer has reviewed the above-referenced memorandum and concur with the Director of Engineering's recommendations; and

**WHEREAS**, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is also attached hereto and made a part hereof (in above-referenced Exhibit B); and

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

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

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

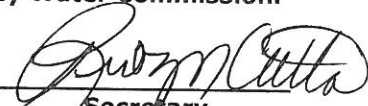
1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work for the Project as set forth in Arcadis's Proposal dated April 11, 2022 which changes result in an increase of \$108,000.00, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 21-P-83 to \$471,000.00; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

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

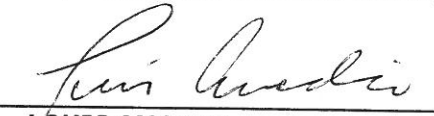
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT 21-P-83 ENTITLED "ENGINEERING SERVICES FOR PVWC  
NOSENZO POND WELLHOUSE PFAS"**

**CHANGE ORDER NO. 1 – ADDITIONAL SUPPORT FOR DESIGN OF  
TEMPORARY TREATMENT**

**ARCADIS'S PROPOSAL  
DATED APRIL 11, 2022**

**EXHIBIT A**



Julie Alesandrelli, P.E.  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

Arcadis U.S., Inc.  
17-17 Route 208 North  
Suite 290 West  
Fair Lawn  
New Jersey 07410  
Phone: 201 797 7400  
Fax: 201 797 4399  
www.arcadis.com

Date: April 11, 2022  
Our Ref: 30098423  
Subject: Nosenzo Wellhouse PFAS, Manganese, Chloride, and TDS Treatment

Dear Ms. Alesandrelli,

The purpose of this letter is to request changes to the scope and budget of the Nosenzo Pond Wellhouse Treatment System project. The Passaic Valley Water Commission (PVWC) requested Arcadis provide an estimate to assist in acquiring funding from the NJ IBank for the project. In addition, a change to the scope and budget of Task 7 – Design Temporary Treatment is requested.

#### **Financing Assistance**

At our biweekly call on January 31<sup>st</sup>, PVWC requested we provide an estimate for Arcadis to assist PVWC in acquiring funding from the NJ IBank. Arcadis will assist PVWC in pursuing financing for the project through the New Jersey Infrastructure Bank (NJIB) and New Jersey Department of Environmental Protection (NJDEP). Arcadis has been and continues to assist numerous clients throughout New Jersey with securing financing from this program, and is very familiar with the ever-changing program requirements.

NJEIFP loan funding starts with the submission of a Letter of Intent and a Project Planning Document, which can be performed concurrently. Once PVWC is ready to commit, Arcadis will assist in preparing the Loan Application (with the design documents, permits, and bid assistance elements of the NJEIFP). Since all NJEIFP projects proceed with short-term financing, the planning and design costs are covered by the NJIB as a bridge loan, which will convert to a permanent loan in five years.

For the Loan Application, there are five major elements of the application, and they are as follows: 1) General Information; 2) Assurances; 3) Budget Information; 4) Approval Information; and 5) Additional Information. We will complete the web-based application, prepare a project description, and develop project cost estimates with a projected disbursement schedule, with assistance from PVWC representatives. There are elements in the application that will require PVWC action such as Authorizing Resolution, signature of authorized representative (also required to be notarized) for several forms, asset management, and title of the property, which we have assumed PVWC will complete.

We will assist PVWC with the electronic online submittal process with access rights granted to Arcadis by PVWC. Once a draft application is complete, we will inform PVWC for its final consideration and assist PVWC in uploading the application to the NJIB. Based on experience, we anticipate comments from the NJDEP on the Loan Application. We will assist PVWC addressing one round of comments on the Loan Application. Please note that PVWC will be required to also

Julie Alesandrelli  
PVWC  
April 11, 2022

submit the Short-Term Financial Addendum Form, Board of Public Utilities, and Escrow closing, with supporting documentation.

Below is a breakdown of our estimate to assist PVWC through the closing of the construction loan. The steps after the loan closing can overlap somewhat with construction administration responsibilities and will require coordination with the construction schedule once it is known.

Task Description	Hours	Budget
Environmental Review Documents	82	\$12,000
Loan Application	63	\$11,000
Agency Consultation	59	\$10,000
TOTAL	204	\$33,000

#### Permitting of the Temporary PFAS Treatment System

As mentioned in an email from January 4<sup>th</sup> and as shown on recent invoices, Task 7 – Design Temporary Treatment has exceeded its budget. The primary reason is that permitting the temporary system was not included in the scope of work. The temporary treatment system was not included in the original RFP and therefore was not in our original proposal. Another consultant included a temporary system in their proposal and during PVWC’s proposal review process, Arcadis was asked to estimate the cost to do the same. While we were able to provide an estimate in a few days, we did not include the cost of permitting. Below is the scope we provided with our estimate.

*Arcadis will provide design support for a temporary treatment system to treat PFAS impacted water. We will review the existing data and may request additional data if needed to perform the design. The design details will include sizing of the temporary treatment system components, operation, and maintenance strategy, and proposed modification of the existing piping to integrate the temporary treatment system. The design details will be provided as a memo with a process flow diagram (PFD) and/or a simplified process and instrumentation diagram (P&ID). Arcadis will review submittals of rental system vendors to assess if the rental system meets or exceeds the design specifications. This proposal assumes a one-time review of two such submittals. Arcadis assumes that one Arcadis staff will be on-site for a total of 8 hours (over 1-2 days) during regular business hours to support the startup of the rental system and to train the operations and maintenance staff.*

Arcadis completed the permit application, responded to several rounds of DEP questions (primarily regarding the existing chlorine contact time provided at the site, which is not related to the PFAS system), and ultimately secured the permit.

#### Temporary PFAS Treatment System Vendor Search

After selecting a vendor it was discovered that PVWC could not hire this vendor since they did not have a NJ Business Certificate (NJBC). Arcadis spent time contacting additional vendors that have NJBCs and working with them to expedite additional quotations and expanding our evaluation of vendors. We developed and presented a table with multiple vendors with their prices and equipment lead times.

Julie Alesandrelli  
 PVWC  
 April 11, 2022

As mentioned in the January 4<sup>th</sup> email, putting a cost estimate together and an RFP email for installing the temporary system was not included in our scope, but after discussing internally, we will not be requesting additional funds for this effort.

**Bid Evaluation and Construction Observation**

The original intent, as described above, was to spend a total of 8 hours to support the startup of the rental system and train the staff. PVWC has requested that Arcadis also evaluate the bids provided by the construction contractors and perform construction observation during installation of the temporary system. Arcadis will review each bid, contact the bidders for clarification as needed, coordinate communication with the bidder and PVWC, and prepare a bid summary and recommendation for PVWC. Arcadis will review submittals from the selected bidder and request revisions as needed. It is assumed that up to eight submittals will be reviewed with 50% needing one revision (total of 12 reviews). Arcadis will provide oversight of the construction of the temporary system. We have assumed 3 weeks (15 days) of construction and 9 hours per day including travel time. Arcadis will facilitate communications between Fliteway, the construction contractor, and PVWC during construction.

Task Description	Hours	Budget
Bid Assistance	12	\$2,000
Submittal Reviews	24	\$3,800
Construction Administration	159	\$25,200
<b>TOTAL</b>	<b>195</b>	<b>\$31,000</b>

**Determination of Capacity of West Milford Board of Education Wastewater Collection System**

During the course of discussions with the West Milford Board of Education, it became clear that they do not have records regarding their wastewater collection system or the flow being conveyed. As directed by PVWC, Arcadis is providing this additional scope to perform a site visit (2 people for one day plus preparation and documentation) to assess the size and capacity of their system and to analyze this information to determine if the waste stream from the proposed reverse osmosis system at the Nosenzo Wellhouse can be added to their system. In addition, Arcadis will hire a company to measure the flow at up to three locations for a period of 4 weeks. These data will allow us to determine how the available capacity of the collection system varies over the course of a day and a week. We have not included time for assistance with negotiations between PVWC and the Board of Education.

Task Description	Hours	Budget
Site Visit	24	\$4,200
Collection System Analysis	52	\$9,300
Flow Metering Subcontractor	—	\$13,000
<b>TOTAL</b>	<b>76</b>	<b>\$26,500</b>



Julie Alesandrelli  
PVWC  
April 11, 2022

**Summary**

Below is a table summarizing our request for additional funds as described above.

Task Description	Budget
NJ IBank assistance	\$33,000
Temporary system permitting	\$11,500
Additional vendor search	\$6,000
Bid Evaluation and Construction Observation	\$31,000
West Milford BoE capacity determination	\$26,500
TOTAL	\$108,000

The project team is committed to performing the project to address PVWC's needs. We will continue to work closely with PVWC staff and solicit feedback on a regular basis throughout the project. If you require any additional information regarding the proposed services or would like to discuss the project further, please do not hesitate to contact us.

Sincerely,  
Arcadis U.S., Inc.



Michael L. Mondello, P.E., PMP  
Project Manager

Email: michael.mondello@arcadis.com  
Direct line: 201-398-4354

**PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT 21-P-83 ENTITLED "ENGINEERING SERVICES FOR PVWC  
NOSENZO POND WELLHOUSE PFAS"**

**CHANGE ORDER NO. 1 – ADDITIONAL SUPPORT FOR DESIGN OF  
TEMPORARY TREATMENT**

**PVWC DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED APRIL 13, 2022  
AND FORM OF AMENDMENT TO AGREEMENT**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: April 13, 2022

To: Hon. Commissioners

From: P. Porcaro

cc: J. Mueller  
Y. Weiss  
L. Bresemann

Re: Modifications to Professional Services for Project 21-P-83 "Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS" – Change Order No. 1, Additional Support for Design of Temporary Treatment

**Summary**

It is recommended that, under Project 21-P-83, Arcadis U.S., Inc. ("Arcadis") of Fair Lawn, New Jersey be awarded an increase of \$108,000.00, increasing their total not-to-exceed amount to \$471,000.00 to provide PVWC with additional professional services related to the Project as set forth in the attached copy of Arcadis's proposal dated April 11, 2022.

These recommended modifications are set forth in more detail below.

**Background**

Arcadis is currently under contract to assist the PVWC for Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS.

The Project was awarded to Arcadis in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$363,000.00.

At PVWC's request, Arcadis has submitted a proposal dated April 11, 2022 (the "Proposal") to provide additional support which includes construction management during the installation of the temporary treatment system. A copy of the Proposal, including a description of the said additional services, is attached hereto.

Arcadis's Proposal appears to be reasonable, considering the nature and scope of additional Work involved, and it is recommended that the said changes to the Project, and additional costs related thereto, be approved. 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.

Change Order No. 1 would increase the not-to-exceed total price for the Project by \$108,000.00 for a revised not-to-exceed total price of \$471,000.00.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is attached hereto.

**PASSAIC VALLEY WATER COMMISSION  
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
(PROJECT 21-P-83)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") 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 Arcadis U.S., Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 17-17 Route 208 North, Fair Lawn, New Jersey 07410.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 21-P-83 entitled "Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS" (hereinafter the "PROJECT") at PVWC's Commission Meeting dated September 15, 2021 (PVWC Resolution 21-82); and

WHEREAS, the original scope set forth in the PROFESSIONAL'S proposal for the PROJECT is hereby modified as set forth in PROFESSIONAL's proposal dated July 27, 2021, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the previously approved not-to-exceed total amount of \$363,000.00 for the PROJECT is hereby increased by \$108,000.00 for a revised not-to-exceed total amount of \$471,000.00; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

All other provisions of the AGREEMENT remain in full force and effect.

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

Witness or Attest

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

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

(Seal)

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT 21-P-83 ENTITLED "ENGINEERING SERVICES FOR PVWC  
NOSENZO POND WELLHOUSE PFAS"**

**CHANGE ORDER NO. 1 – ADDITIONAL SUPPORT FOR DESIGN OF  
TEMPORARY TREATMENT**

**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 Services- Arcadis U.S. Inc.  
Feasibility Study & Design for (PFAS) Nosenzo Pond Wellhouse

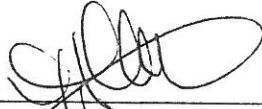
**Professional Services for Project # 21-P-83 – Change Order # 1**

Amount of Project or Contract: \$ 471,000.00 - \$108,000.00 Increase

1. Acct: # 001-0901-419-95-05 CAPITAL BUDGET 2021/2022/2023

Other comments: **Professional Services**

Date of Certification: April 22, 2022 Certified: \$471,000.00

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

YW:lb

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**RESOLUTION # 22-039**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
AWARD PROJECT NO. 22-P-80 ENTITLED "ELECTRONIC AND  
CREDIT CARD PAYMENTS"**

**DATE OF ADOPTION:** APRIL 27, 2022

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 22-P-80 "Electronic and Credit Card Payments" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

**WHEREAS**, based on the said evaluation of the responses received, the firm of CARDChoice Merchant Services LLC of Fairfield, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services

with respect to the Project and its response received March 15, 2022 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$332,500.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

**WHEREAS,** a copy of the Form of Agreement for Professional Services will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit A; and

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

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

**WHEREAS,** PVWC's Chief Financial Officer 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 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 \$332,500.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the



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

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for 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>LEVINE, J.</b>	<u>X</u>	___	___	___
<b>COTTON, R.</b>	<u>X</u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>X</u>	___	___	___
<b>VAN RENSALIER, R.</b>	<u>X</u>	___	___	___
<b>SANCHEZ, R.</b>	<u>X</u>	___	___	___

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

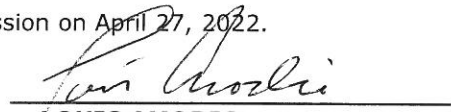
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**  
**PROJECT NO. 22-P-80**  
**"ELECTRONIC AND CREDIT CARD PAYMENTS"**  
**FORM OF AGREEMENT**  
**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

**APPENDIX C**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of March 15, 2022 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 CARDChoice Merchant Services LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 9 Law Drive, Fairfield, New Jersey 07004.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to Project Number 22-P-80 entitled 'Electronic and Credit Card Payments' (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, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated March 15, 2022, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, 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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL not to exceed \$332,500.00.

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. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

#### **Insurance Coverages**

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$1,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

G. Environmental Liability (not applicable)

H. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this

AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

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

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

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

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

**PROFESSIONAL FIRM**

\_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Secretary  
(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President



**PASSAIC VALLEY WATER COMMISSION**  
**PROJECT NO. 22-P-80**  
**"ELECTRONIC AND CREDIT CARD PAYMENTS"**  
**PVWC'S FINANCIAL CERTIFICATION SHEET**  
**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: **22-P-80- Card Choice Merchant Services, LLC**


Amount of Project or Contract: \$332,500.00

1. 001-0601-416-72-25 - CREDIT CARD SERVICES

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

Other comments: One (1) Year Contract Commencing: April 2022  
Electronic and Credit Card Payments

Date of Certification: 04/22/2022 Certified: \$332,500.00

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

YW:lb

**RESOLUTION # 22-040**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-B-3 ENTITLED  
"REPLACEMENT OF CAUSTIC SODA PIPING AT THE LITTLE FALLS  
TREATMENT PLANT"**

**DATE OF ADOPTION:** APRIL 27, 2022

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on March 10, 2022, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-B-3 entitled "Replacement of Caustic Soda Piping at the Little Falls Treatment Plant"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

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

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Allied Construction Group, Inc. of Parlin, New Jersey (the "Awardee") with respect to said bid, in the amount of \$769,000.00 over a period of three hundred and sixty five (365) consecutive calendar days; and

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

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

1. That Contract No. 22-B-3 "Replacement of Caustic Soda Piping at the Little Falls Treatment Plant" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-B-3 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>LEVINE, J.</b>	<u>X</u>	___	___	___
<b>COTTON, R.</b>	<u>X</u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>X</u>	___	___	___
<b>VAN RENSA LIER, R.</b>	<u>X</u>	___	___	___
<b>SANCHEZ, R.</b>	<u>X</u>	___	___	___

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

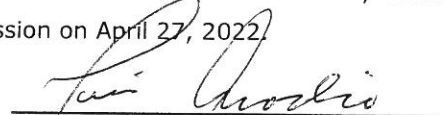
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: April 22, 2022

FROM: Purchasing Department

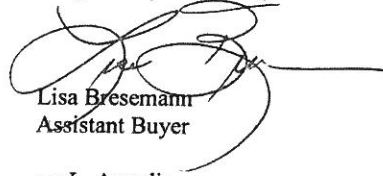
TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Certified Financial Officer

RE: **Contract # 22-B-3**  
**Replacement of Caustic Soda Piping at the**  
**Little Falls Treatment Plant**

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 **Allied Construction Group, Inc.**, of Parlin, New Jersey, in the amount of **\$769,000.00**. The numerical low bidder, Brayco, Inc., submitted a Bid that did not comply with specifications provided by PVWC.

Respectfully submitted,



Lisa Bresemann  
Assistant 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: **22-B-3- Allied Construction Group, Inc.**


Amount of Project or Contract: \$769,000.00

1. 001-0901-419-95-06 Capital / Equipment & Machinery LF

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

Other comments: One (1) Year Contract Commencing: April 2022  
Replacement of Caustic Soda Piping at Little Falls Treatment Plant

Date of Certification: 04/22/2022 Certified: \$769,000.00

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

YW:lb

**RESOLUTION # 22-041**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-B-4 ENTITLED  
"FUELING FACILITY"**

**DATE OF ADOPTION:** APRIL 27, 2022

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on March 24, 2022, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-B-4 entitled "Fueling Facility"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

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

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of T.R. Weniger, Inc. of Piscataway, New Jersey (the "Awardee") with respect to said bid, in the amount of \$849,500.00 over a period of three hundred and sixty five (365) consecutive calendar days; and

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

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

1. That Contract No. 22-B-4 "Fueling Facility" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-B-4 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>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>COTTON, R.</b>	<u>X</u>	---	---	---
<b>KOLODZIEJ, J.</b>	<u>X</u>	---	---	---
<b>VAN RENSALIER, R.</b>	<u>X</u>	---	---	---
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---

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



**President**  
**RIGOBERTO SANCHEZ**




**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.



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



PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: April 22, 2022

FROM: Purchasing Department

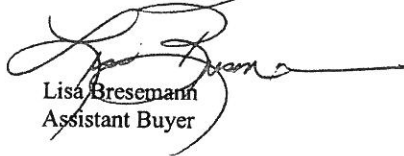
TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Chief Financial Officer

RE: **Contract # 22-B-4**  
**Fueling Facility**

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 three (3) bids received, the lowest responsive and responsible proposal was submitted by T.R. Weniger, Inc., located in Piscataway, NJ in the amount of **\$849,500.00**.

Respectfully submitted,



Lisa Breseman  
Assistant Buyer

cc: L. Amodio

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: **22-B-4 - T.R. Weniger, Inc.**


Amount of Project or Contract: \$849,500.00

1. 001-0901-419-95-08 Capital / BLDGS/STRUCTURES - CLIFTON

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

Other comments: One (1) Year Contract Commencing: April 2022  
Fueling Facility

Date of Certification: 04/22/2022 Certified: \$849,500.00

  
\_\_\_\_\_  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-042**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 22-B-11 ENTITLED  
"CONCRETE RESTORATION"**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, on April 14, 2022, five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 22-B-11 entitled "Concrete Restoration"; and

**WHEREAS**, said bid has been reviewed by the Executive Director, Director of Engineering and Assistant Buyer; and

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

**WHEREAS**, the lowest responsible, responsive bid submitted for this contract was that of Alimi Builders, Inc. of Wyckoff, New Jersey (the "Awardee") with respect to said bid, in the amount of \$571,900.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

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

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

1. That Contract No. 22-B-11 "Concrete Restoration" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
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 22-B-11 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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

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


  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: April 22, 2022

FROM: Purchasing Department

TO: James Mueller, Executive Director  
Yaacov M. Brisman, Esq., General Counsel  
Yitzchak Weiss, Certified Financial Officer

RE: **Contract # 22-B-11**  
**Concrete Restoration**

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

Of the five (5) bids received, the lowest responsive and responsible proposal was submitted by **Alimi Builders, Inc.**, of Wyckoff, New Jersey, in the amount of **\$571,900.00**.

Respectfully submitted,



Lisa Brosemann  
Assistant 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: **22-B-11 – Alimi Builders Inc.**

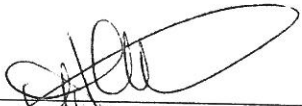
Amount of Project or Contract: \$571,900.00

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

Specific Appropriation to which expenditures will be charged:  
Capital Budget 2022/2023/2024

Other comments: Two (2) Year Contract Commencing: April 2022  
CONCRETE RESTORATION

Date of Certification: 04/22/2022 Certified: \$571,900.00

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

YW:lb

**RESOLUTION # 22-043  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF CONSTRUCTION CONTRACT NO. 21-B-19  
ENTITLED "REPLACEMENT OF AIR HANDLING EQUIPMENT AT LFWTP  
LABORATORY"**

**CHANGE ORDER NO. 1 – PERFORM OUT-OF-SCOPE SERVICES WHICH  
INCLUDE THE REPLACEMENT OF DETERIORATED DUCTS AND DUCT  
SUPPORTS**

**DATE OF ADOPTION: APRIL 27, 2022**

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

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Project 21-B-19 entitled "Replacement of Air Handling Equipment at LFWTP Laboratory" (the "Project") was awarded to H&S Construction and Mechanical, Inc. ("H&S") of Elizabeth, New Jersey at PVWC's Commission Meeting dated March 10, 2021 (PVWC Resolution 21-32) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$1,674,000.00; and

**WHEREAS**, at PVWC's request, H&S has submitted a proposal dated September 8, 2021 (the "Proposal") to request a budget amendment to assist the Commission with additional tasks relating to said Project, and a copy of the Proposal, including a description of the said additional services, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, Proposed Change Order No. 1 further increases the total adjusted Contract Price by \$271,263.02 which brings the total adjusted Contract Price to \$1,945,263.02 and shall include a three (3) month time extension, with a new expiration date of August 1, 2022; and

**WHEREAS**, the Director of Engineering has reviewed H&S's Proposal and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the Director of Engineering's memorandum dated April 13, 2022 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the Chief Financial Officer has reviewed the above-referenced memorandum and concur with the Director of Engineering's recommendations; and

**WHEREAS**, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is also attached hereto and made a part hereof (in above-referenced Exhibit B); and

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

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

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

1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work for the Project as set forth in H&S's Proposal dated April 11, 2022 which changes result in an increase of \$271,263.02, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 21-B-19 to \$1,945,263.02 and three (3) month time extension, with a new expiration date of August 1, 2022; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.



**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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

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


  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT 20-B-19 ENTITLED "REPLACEMENT OF AIR HANDLING  
EQUIPMENT AT LFWTP LABORATORY"**

**CHANGE ORDER NO. 1 – PERFORM OUT-OF-SCOPE SERVICES WHICH  
INCLUDE THE REPLACEMENT OF DETERIORATED DUCTS AND DUCT  
SUPPORTS**

**H&S'S PROPOSAL  
DATED APRIL 25, 2022**

**EXHIBIT A**



**Construction & Mechanical, Inc.**

General Contractors · Sprinkler · Plumbing · Heating ·

Design **CHANGE ORDER REQUEST** 4/25/2022

Owner: PVWC  
Construction Mngr:

**REPLACEMENT OF AIR HANDLING EQUIPMENT AT LFWTP LABORATORY  
PASSAIC VALLEY WATER COMMISSION**

Architect: French & Parrello Assoc.  
Contractor: H&S Construction  
Field:  
COR #: 1  
Initiation date:  
Project No: 20-126  
Contract For:  
Contract Date: 4/7/2021

To Contractor:  
H&S Construction & Mechanical Inc.  
721 Bayway Ave  
Elizabeth NJ 07202

The Contract is changed as follows:

Item	Description	Company	Totals
REMOVE AND REPLACE EXISTING DAMAGE DUCT WORK AS REQUESTED BY OWNER AT PREVIOUS WALKTHROUGH			
1	REMOVE AND INSTALL DUCTWORK AS PER ATTACHED PROPOSAL AND DRAWINGS	AIRSIDE	\$206,776.34
2			\$ -
3			\$ -
4			\$ -

Sub-Contractor Subtotal \$ 206,776.34  
H&S - Overhead & Profit Of Sub Cost \$ 10,338.82  
Sub Contractors Total \$ 217,115.16

Item	Description	Company	Totals
5	Crane service and rental	H&S	1/5 \$15,000.00
6	Disposal of ductwork labor to bring to dumpster	H&S	1/5 \$ 15,000.00
7	dumpster - 10 dumpster @ \$800/each	H&S	1/5 \$ 8,000.00
8	H&S truck 3 days @ \$200/day	H&S	1/5 \$ 600.00
9	Supervision/superintendent 15daysx8hrs/dayX\$125.0/hr	H&S	1/5 \$ 15,000.00

Contractor Subtotal \$ 53,600.00  
H & S - Overhead & Profit 21% of Contractor Cost \$ 11,256.00  
Contractors Total \$ 64,856.00  
Sub Total \$ 281,971.16  
H&S Bond Cost \$ 8,459.13  
Total \$ 290,430.29

The contract time will be increased by: 15 work days

The above prices of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise noted.

Authorized

Signature \_\_\_\_\_ Date \_\_\_\_\_



**Re: PVWC Contract # 20-B-19**

**Subj.: Change Order Request**

**Removal and Reinstallation of new 1.5" Double Wall Aluminum ductwork. ~410 linear ' with 40 new galvanized duct supports. Utilizing the existing dunnage rails, new duct supports will be constructed in the same fashion as the contract work. All labor to be on straight time with no shut down scheduled. If ductwork is required to be installed in the same timeframe as the contract work, further review of a schedule will be required to revise pricing. Demo of ductwork to floor and 50/50 to dumpster with H&S.**

April 22, 2022

To: H&S Mechanical 721 Bayway Ave. Elizabeth, NJ 07202

Attn: Miad Ghaffari

We are pleased to submit our proposal to provide **Labor and Material to remove and disassemble ~410' of existing ductwork and angle support systems. New 1.5" aluminum double wall duct will be installed to match existing conditions. New galvanized duct supports (40) , sheet metal shop drawings.**

**Airside Inc.** Hereby proposes to provide all labor, equipment and material necessary to complete the work for the **net total lump sum amount of \$206,776.34**, detailed as follows and subject to the conditions & exclusions listed:

SCOPE

- Provide Disassembly of existing ductwork. Removal by others. 50/50 on removal to onsite dumpster
- Provide and new 1.5" aluminum double wall ductwork to replace existing ductwork as outlined in attached drawings
- Provide 40 new galvanized duct supports
- Sheet metal shop drawings of all new work

EXCLUSIONS

- CRANE SERVICE
- DISPOSAL OF EXISTING DUCTWORK
- PRESSURE TESTING
- EXTERIOR COATING OF DUCTWORK
- ROOFING

Very Truly Yours

***Airside Sheet Metal Inc.***

Rich Concorso Project Manager

C:\Users\Rich\Dropbox (Airside)\Current Projects\PVWC\Billing\Change orders\ASMCO #1 letter.docx

Airside Sheet Metal, Inc. Cost Breakdown Project:		Date: 4/22/2022		Tax on Material Labor Rate		0%		Total of Material		\$ 55,290.00	
Based on The Following :		PVC CONTRACT # 20-B-19		Foreman		\$ 182.69		Total of Labor Cost		\$ 142,617.84	
Removal and replacement of existing exterior ductwork associated with LB-CPAC-1 & LB-CPAC-2		Journeyman		Mixed Rate		\$ 157.26		Total of Lump sum item's		\$ 500.00	
		PM / Drafting		Shop Rate		\$ 159.98		Sub. Total		\$ 198,407.84	
		Profit		Total		10%		Overhead		\$ 5,579.00	
		Profit		Total		5%		Profit		\$ 2,789.50	
		Total		Total		\$ 175.00		Total		\$ 206,776.34	
		ITEM		ITEM		TOTAL		ITEM		TOTAL	
		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
1	Draft additional ductwork from CTE symbol shown on contract drawings to exterior wall of building where all 4 duct lines enter	40									
1	+ASM FIELD LABOR - DEMOLITION+ Remove existing supports (~40 existing stands) and disassemble ductwork into manageable sections for removal. ~410 LN, feet 4 men 3 days - 96	96									
1	+ASM FIELD LABOR - INSTALLATION+ -Installation of 40 new galvanized unistrut supports, Supports to be mounted directly to existing roof dunnage- 2 men 4 days-64 -Loading and sorting of new ductwork to area of work - 4 men 2 days - 64 -Installation of ~ 410' of 1.5" aluminum double wall ductwork 4 men 12 days - 384	512									
1	+FABRICATION+ 1700 lbs. 3003 aluminum @ \$13.00 per LB. - \$22,100 4300 SQ. 1.5" Insulation @ \$3.30 per sq' - \$14,190 1700 lbs aluminum double wall fabrication 4300 SQ. 1.5" Insulation - 214 hours	214									
40	40 new galvanized duct support stands @ \$400 each	0									
1	Misc. Material- Screws, Sealant, Nuts, Bolts Etc.	0									
2	Delivery	2									
1	Project Management / Coordination	8									
		Totals of Above =		874		\$ 142,617.84		\$ 500.00		\$ 198,407.84	





**PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT 20-B-19 ENTITLED "REPLACEMENT OF AIR HANDLING  
EQUIPMENT AT LFWTP LABORATORY"**

**CHANGE ORDER NO. 1 – PERFORM OUT-OF-SCOPE SERVICES WHICH  
INCLUDE THE REPLACEMENT OF DETERIORATED DUCTS AND DUCT  
SUPPORTS**

**PVWC DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED APRIL 25, 2022  
AND FORM OF AMENDMENT TO AGREEMENT**

**EXHIBIT B**



**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: April 25, 2022

To: Hon. Commissioners

From: P. Porcaro

cc: J. Mueller  
Y. Weiss  
L. Bresemann

Re: Modifications to Professional Services for Project 20-B-19 "Replacement of Air Handling Equipment at LFWTP Laboratory" – Change Order No. 1, Perform out-of-scope services which include the replacement of deteriorated ducts and duct supports

**Summary**

It is recommended that, under Project 20-B-19, H&S Construction and Mechanical, Inc. ("H&S") of Elizabeth, New Jersey be awarded an increase of \$290,430.29, increasing their total not-to-exceed amount to \$1,964,430.29 to provide PVWC with additional professional services related to the Project as set forth in the attached copy of H&S's proposal dated April 25, 2022.

These recommended modifications are set forth in more detail below.

**Background**

H&S is currently under contract to assist the PVWC for Replacement of Air Handling Equipment at LFWTP Laboratory.

The Project was awarded to H&S in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$1,674,000.00.

At PVWC's request, H&S has submitted a proposal dated April 25, 2022 (the "Proposal") to perform out-of-scope services which include the replacement of 410 LF ducts and duct supports due to the existing ductwork and supports being compromised in multiple locations. A 3 month time extension will be required to resolve this issue and other delays due to supply chain issues, with a new expiration date of August 1, 2022.. A copy of the Proposal, including a description of the said additional services, is attached hereto.

H&S's Proposal appears to be reasonable, considering the nature and scope of additional Work involved, and it is recommended that the said changes to the Project, and additional costs related thereto, be approved. 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.

Change Order No. 1 would increase the not-to-exceed total price for the Project by \$290,430.29 for a revised not-to-exceed total price of \$1,964,430.29.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is attached hereto.

---

**PASSAIC VALLEY WATER COMMISSION  
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
(PROJECT 20-B-19)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") 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 H&S Construction and Mechanical, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 721 Bayway Avenue, Elizabeth, New Jersey 07202.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 20-B-19 entitled "Replacement of Air Handling Equipment at LFWTP Laboratory" (hereinafter the "PROJECT") at PVWC's Commission Meeting dated March 10, 2021 (PVWC Resolution 21-32); and

WHEREAS, the original scope set forth in the PROFESSIONAL'S proposal for the PROJECT is hereby modified as set forth in PROFESSIONAL's proposal dated July 27, 2021, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the previously approved not-to-exceed total amount of \$1,674,000.00 for the PROJECT is hereby increased by \$290,430.29 for a revised not-to-exceed total amount of \$1,964,430.29; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

All other provisions of the AGREEMENT remain in full force and effect.

**H&S CONSTRUCTION AND MECHANICAL, INC.**

Witness or Attest

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

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

(Seal)

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
RIGOBERTO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR  
PROJECT 20-B-19 ENTITLED "REPLACEMENT OF AIR HANDLING  
EQUIPMENT AT LFWTP LABORATORY"**

**CHANGE ORDER NO. 1 – PERFORM OUT-OF-SCOPE SERVICES WHICH  
INCLUDE THE REPLACEMENT OF DETERIORATED DUCTS AND DUCT  
SUPPORTS**

**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: **Project # 20-B-19 – Change Order # 1**

Amount of Project or Contract: \$ 1,964,430.29 - **\$290,430.29 Increase**  
1. Acct: # 001-0901-419-95-26 Capital / Lab Equipment

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

Other comments: **Extend the Contract by 3 months**  
**“Replacement of Air Handling Equipment at LFWTP**  
**Laboratory”**

Date of Certification: April 25, 2022 Certified: \$1,964,430.29

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-044**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
DESIGNATING ITS QUALIFIED PURCHASING AGENT**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, amendments to the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. P.L. 1999, c.440 (the "Act") became effective April 17, 2000 and certain discretionary provisions contained therein were previously adopted by the Commission ("PVWC") by Resolution #00-48 dated July 26, 2000 (copies of which are on file in the office of the Administrative Secretary of PVWC); and

**WHEREAS**, N.J.S.A. 40A:11-3a of the Act gave local contracting units the ability to increase their bid threshold if a Qualified Purchasing Agent was appointed and granted the authorization to negotiate and award such contracts below the bid threshold established by the Act, and PVWC subsequently appointed a Qualified Purchasing Agent; and

**WHEREAS**, PVWC desires to continue to maintain a Qualified Purchasing Agent on staff to enable PVWC to continue utilizing the current bid and quotation thresholds for procurement of necessary goods and services; and

**WHEREAS**, Lisa Bresemann of PVWC possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.; and

**WHEREAS**, said designation has been officially recognized in a letter dated January 5, 2017 from the Division of Local Government Services to Lisa Bresemann, and a copy of said letter is attached hereto and made a part hereof as Exhibit A;

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

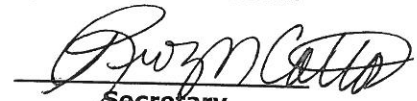
1. That Lisa Bresemann is hereby appointed to serve as the Qualified Purchasing Agent for PVWC, and
2. That the Administrative Secretary of PVWC shall attest to the appointment and such officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

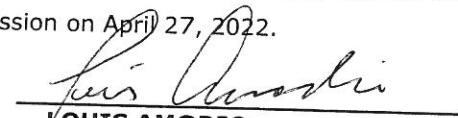
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES**

**LETTER DATED JANUARY 5, 2017**

**DESIGNATION OF QUALIFIED PURCHASING AGENT**

**EXHIBIT A**





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 803  
TRENTON, NJ 08625-0803

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

CHARLES A. RICHMAN  
Commissioner

January 5, 2017

Lisa B. Marotta  
25 De Camp Drive  
Boonton Township, NJ 07005

Dear Ms. Marotta:

Congratulations! You successfully completed the Qualified Purchasing Agent Examination that was administered on December 14, 2016. Your score is 80.

Your QPA Certificate will be issued upon receipt of a check or money order in the amount of \$25 drawn to the order of the State Treasurer and forwarded to the Certification Unit, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625-0803. Unless you instruct otherwise, your name will appear on the certificate as it does in the heading of this letter.

As you know, the QPA certification is subject to renewal every three years. Renewal is conditioned upon completing 20 contact hours of continuing education courses in specified subject areas. Enclosed is a "Record of Continuing Education/Certification Renewal Application" form to be used for tracking your continuing education contact hours. **Your initial certification renewal date is December 31, 2019. This is the only notice that you will receive from the Division advising you of your renewal date. It is your responsibility to apply in a timely manner for certification renewal.** Additional instructions concerning the renewal process and application form are contained in Local Finance Notice 2012-17.

Enclosed is a list of approved continuing education sponsors. You should contact these organizations directly and ask to be placed on a mailing list in order to receive notice of future continuing education courses. Some sponsors post their approved continuing education course schedule on the Division's Continuing Education Calendar, available at [http://www.calendarwiz.com/calendars/calendar.php?nolog=1&crd=nj\\_dca\\_dlgs\\_calendar](http://www.calendarwiz.com/calendars/calendar.php?nolog=1&crd=nj_dca_dlgs_calendar).

Some courses may not indicate any Division approved contact hours. This is probably because the course sponsor did not request approval from the Division. However, if you believe that the course would qualify for QPA contact hours, you may submit an Individual Continuing Education Agreement form to the Certification Unit for review and consideration. Information concerning approved courses and copies of the forms mentioned herein may be obtained at the Division's website: [www.nj.gov/dca/divisions/dlgs](http://www.nj.gov/dca/divisions/dlgs).



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Any notifications from the Division regarding changes in certification requirements will be distributed via e-mail rather than regular mail. Certified QPAs must subscribe to the Division's **DLGS News** e-mail notification system (listserv) to receive such notices. Notices are typically distributed semi-monthly to registered subscribers. You can subscribe to DLGS News by entering an e-mail address on the DLGS News web page at <http://www.nj.gov/dca/lgs/dlgs-newssubscribe.shtml>.

Should you have any questions regarding your certification, you may contact Shannon Hudak, Certification Unit Manager, at (609) 292-9757, or via email at [Shannon.Hudak@dca.nj.gov](mailto:Shannon.Hudak@dca.nj.gov).

I wish you great success in local government.

Sincerely,



Timothy J. Cunningham, Director  
Division of Local Government Services

TJC:sh:mr  
Enc.

**RESOLUTION NUMBER: 22-045**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT NO. 18-P-21 (REVISED) ENTITLED "GOVERNMENT RELATIONS AND PUBLIC AFFAIRS"**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, Project No. 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (the "Project") was awarded to Gibbons, PC ("Gibbons") (the "Awardee") of Trenton, New Jersey at PVWC's Commission Meeting of April 18, 2018 with reimbursement to be on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses for the duration of the Project, all as set forth in the previously approved agreement for the Project (the Agreement"); and

**WHEREAS**, Gibbons has, and continues to, provide professional services related to the Project consistently and reliably and effectively and efficiently, and continuation of these services is necessary for Gibbons to continue assisting PVWC in these ongoing efforts related to government relations and public affairs; and

**WHEREAS**, in response to PVWC's request, Gibbons has submitted a Proposal dated April 18, 2022 (the "Proposal"), to continue providing professional services related to the above, for an additional one-year period, and a copy of the Proposal is attached hereto and made a part hereof as an attachment to the Amendment to the Agreement included in Exhibit B referenced below; and

**WHEREAS**, the previously approved reimbursement (which was on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, for the duration of the Project) is hereby

duplicated on the same basis and made available under this one-year extension to the Project; and

**WHEREAS**, the Project is hereby extended for a one-year period, and the previously approved provisions for reimbursement on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, are hereby duplicated and made available under this one-year extension to the Project; and

**WHEREAS**, the Director of Engineering has reviewed Gibbons' Proposal for continuing the professional services as set forth hereinabove and find it to be reasonable, considering the nature and scope of said additional professional services involved, and have recommended that the said services, and additional costs related thereto, be approved, and a copy of the Director of Engineering's memorandum dated April 22, 2022 is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the said modifications will be incorporated into an amendment to the Agreement for the Project (the "Amendment to the Agreement"), a form of which is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby authorizes and approves the Amendment to the Agreement for the Project, and the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of

PVWC, are hereby authorized to execute and enter into the Amendment to the Agreement for the Project, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and


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

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

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

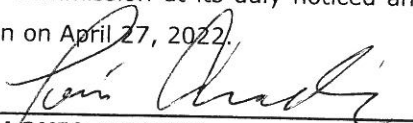
  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**

**FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT NO.  
18-P-21 (REVISED) ENTITLED "GOVERNMENT RELATIONS AND  
PUBLIC AFFAIRS"**

**PVWC'S DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED APRIL 22, 2022**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: April 22, 2022

To: Hon. Commissioners

From: P. Porcaro

C: Y. Brisman  
J. Mueller  
L. Amodio  
L. Bresemann

Re: Request for the Commission to Authorize and Approve a Fourth Amendment to the Agreement for Project 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (the "Project")

**Summary**

It is recommended that a fourth amendment to the agreement for the above-referenced Project be approved. This amendment would enable Gibbons, PC ("Gibbons") of Trenton, New Jersey to continue providing necessary professional services related to the Project, under the same provisions for reimbursement, for an additional one-year period; all as set forth below.

**Background**

Project No. 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (the "Project") was awarded to Gibbons, PC ("Gibbons") (the "Awardee") of Trenton, New Jersey at PVWC's Commission Meeting of April 18, 2018 with provisions for reimbursement to be on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses for the duration of the Project, all as set forth in the previously approved agreement for the Project (the "Agreement").

Gibbons has, and continues to, provide professional services related to the Project consistently and reliably and effectively and efficiently, and continuation of these services is necessary for Gibbons to continue assisting PVWC in these ongoing efforts related to government relations and public affairs.

In response to PVWC's request, Gibbons has submitted a Proposal dated April 18, 2022 (the "Proposal"), to continue providing professional services related to the above, for an additional one-year period, and a copy of the Proposal is included as an attachment to the Amendment to the Agreement included in Exhibit B.

The previously approved reimbursement (on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses), would be duplicated and made available under this one-year extension to the Project.

Gibbons' Proposal for continuing the professional services as set forth hereinabove has been reviewed and found to be reasonable, considering the nature and scope of said additional professional services involved, and it is recommended that the said services, and additional costs related thereto, be approved.

Subject to review and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is attached hereto.



**PASSAIC VALLEY WATER COMMISSION**  
**FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT NO.**  
**18-P-21 (REVISED) ENTITLED "GOVERNMENT RELATIONS AND**  
**PUBLIC AFFAIRS"**

**THE AMENDMENT TO THE AGREEMENT**  
**AND GIBBONS' PROPOSAL**  
**DATED APRIL 18, 2022**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION**

**FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT NO.  
18-P-21 (REVISED) ENTITLED "GOVERNMENT RELATIONS AND  
PUBLIC AFFAIRS"**

**PROFESSIONAL'S PROPOSAL DATED APRIL 18, 2022**

**ATTACHMENT A**



DAVID J. PASCRELL  
Director

Gibbons P.C.  
50 West State Street, Suite 1104  
Trenton, New Jersey 08608  
Direct: (609) 858-2441 Fax: (973) 638-6363  
DPascrell@gibbonslaw.com

April 18, 2022

Via Electronic Mail Only

Mr. Jim Mueller  
Executive Director  
Passaic Valley Water Commission  
1525 Main Avenue, P.O. Box 230  
Clifton, NJ 07011

**Re: Project No. 18-P-21 - Extension of Term to Provide Government and Public Affairs Contract (Amendment No. 4)**

Dear Mr. Mueller:

This letter acknowledges that the Passaic Valley Water Commission and Gibbons P.C. have agreed to extend the term of Gibbons' engagement for twelve (12) additional months from April 18, 2022. This extension will be in accordance with and under the same terms and conditions as those set forth in Gibbons' current engagement with the PVWC.

If our continued representation of the PVWC on the terms described above is acceptable, please execute a copy of this letter in the space provided below and return a fully executed copy to me.

GIBBONS P.C.

April 18, 2022

Page 2

We greatly appreciate the PVWC extending our agreement and we look forward to continuing to work with you on your New Jersey government and public affairs matters.

Sincerely yours,  
Gibbons P.C.



By: \_\_\_\_\_  
David J. Pascrell

I have read, understand and agree to be bound  
by the terms and conditions set forth herein

Passaic Valley Water Commission

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

Name:

Title:

Enclosure

Cc:

Yaacov Brisman, Legal Counsel

Lisa Bresemann, Assistant Buyer

3007310.1 069202-98438

**PASSAIC VALLEY WATER COMMISSION**  
**FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT NO.**  
**18-P-21 (REVISED) ENTITLED "GOVERNMENT RELATIONS AND**  
**PUBLIC AFFAIRS"**

**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:

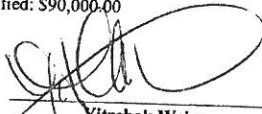
**Professional Engineering Services for Government Relations & Public Affairs  
Project #18-P-21 (Revised) – Extension – (Gibbons, PC)**

Amount of Project or Contract:      **Not to Exceed: \$90,000  
\$7,500 monthly plus reimbursable expenses**

I. Acct: # 001-0201-412-30-04    **BUDGET 2022/2023**

Other comments: Professional Services

Date of Certification: 04/22/2022    Certified: \$90,000.00

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

YW:lb

**RESOLUTION NUMBER: 22-046**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO APPLY FOR A SECOND EXTENSION OF THE  
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE  
PVWC IMPLEMENTING THE CDBG-DR PROGRAM FOR CONTRACT  
NO. 15-B-25**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, the Financial Aid package received from the NJ Department of Environmental Protection ("NJDEP"), which the PVWC relies upon to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project"), contains a term limit of three (3) years, which was set to expire on June 25, 2020 and was extended on May 2020 until June 30, 2022; and

**WHEREAS**, even though the Project is approximately ninety-five percent (95%) complete, most of the remaining work and time needed to complete the Project relates to the replacement and re-routing of high-voltage cables between the new generator building and the previously-existing pump station and includes the replacement of defective cables; and

**WHEREAS**, replacement of defective cables will not be delivered to the job site until June 2022 due to long lead times caused by global supply-chain issues; and

**WHEREAS**, Contractor will not be able to perform testing of emergency generator equipment and associated systems during the high-demand season in the summer and the majority of Plant shutdowns and testing will not be able to proceed until Fall of 2022 and Winter of 2022-2023; and

**WHEREAS**, the officials of the PVWC request permission from the Commissioners to request an extension to the term of the Subrecipient Agreement to June 30, 2023; and

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

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, to apply to the NJDEP for a second extension of the Subrecipient Agreement through to June 30, 2023, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolutions; and
2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.



**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>VAN RENSALIER, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—

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

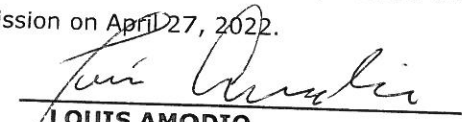
  
**President**  
**RIGOBERTO SANCHEZ**

  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

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

**LETTER TO BE SUBMITTED TO MR. CHEBRA, NJDEP,  
FOLLOWING APPROVAL FROM COMMISSIONERS, TO REQUEST  
A ONE-YEAR EXTENSION OF THE EXPIRATION DATE UNTIL  
JUNE 30, 2023**

**EXHIBIT A**

**\*\*CONFIDENTIAL—NOT RELEASEABLE UNDER OPRA \*\***

Via E-Mail (Eugene.chebra@dep.nj.gov) & Reg. Mail

April, 2022

Eugene Chebra, P.E., Assistant Director  
Division of Water Quality, Municipal Finance & Construction Element  
New Jersey Department of Environmental Protection  
401 East State Street  
P.O. Box 420  
Trenton, New Jersey 08625-0420

Re: Contract No.: 15-P-25—Water Storage Improvements, Phase I, Standby Emergency Generators  
("Project")

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

Effective Date: June 25, 2017,  
First Expiration Date: June 25, 2020  
Current Expiration Date: June 30, 2022

**Request for a One-Year Extension of the Expiration Date until June 30, 2023.**

Dear Mr. Chebra:

Please accept this request on behalf of the Passaic Valley Water Commission ("PVWC") to extend the term of the Subrecipient Agreement between the NJDEP and the PVWC from June 30, 2022 to June 30, 2023 ("Request") to enable the PVWC to complete the above-referenced Project. This Request has been authorized by a Resolution of the Commissioners of the PVWC at their most recent general meeting of April 27, 2022, a copy of which is attached for your reference.

The PVWC relies upon financial aid from the State under the CDBG-DR Program to pay for the construction of the Project. We respectfully request a one-year extension to complete the Project.

The terms of the PVWC's financial aid are governed by the Subrecipient Agreement and loan documents incorporated therein by reference (hereinafter "Agreement"). The original term of the Agreement was three years, which started on June 25, 2017 and was set to end on June 25, 2020. See Subrecipient Agreement, Part VII.A.2 at 14 ("this Agreement shall remain in effect for three (3) years from the Effective Date."). In May 2020, the NJDEP extended the term until June 30, 2022 at the PVWC's request.

The Project is taking longer than expected to complete. The PVWC expects that it will not be completed until sometime in the winter of 2022-2023. Furthermore, the PVWC expects to incur approximately \$2.6 million (including retainage) in future payments for which it needs reimbursement from the loan. Unfortunately, the Subrecipient Agreement is set to expire soon (June 30, 2022).

The Project is being built pursuant to the Administrative Consent Orders that have been issued by the NJDEP to the PVWC, which call for, among other things, "Installation of auxiliary backup power involving four 2,500 kW generators<sup>1</sup>, enabling 81 MGD of production, and construction of a new generator and switchgear building at PVWC's Little Falls Water Treatment Plant (LFWTP improvements)." See the Third Amended Administrative Consent Order ("TAACO") § 8(f). The Project is complex and is being performed by Stone Hill Contracting Co, Inc. ("Contractor") for \$29,490,493.51. The Project began on March 30, 2017. As of the date of this letter, the Project is approximately ninety-five percent (95%) completed.

**Work to be Completed and Duration.** Most of the remaining work, and time need to complete the Project, relates to the replacement and re-routing of high-voltage cables between the new generator building and the previously-existing pump station. When that work is complete, the generators will be

<sup>1</sup> Actual power output of the generators is 3,000kW.

thoroughly tested and PVWC staff can be trained on how to operate them. A breakdown of the main components of work remaining are:

1. Install conductor wire between Plant Switchgear and Transformer T2 and Energize Transformer T2.
2. Re-route M-247 conduit through MH-5B, MH-5, MH-4 and install conductor wire to Transformer T1 and Energize Transformer T1.
3. Generator 12-hour Performance Test. Items 1 and 2 must be complete before the test can begin.
4. PSE&G to de-energize and remove old P-302 line. Items 1 and 2 must be complete before this item can begin.
5. Demolition of selective components of the existing electrical at the pump station.
6. Other important, but minor, work:
  - a. Paint the three transformers
  - b. Seal the floor of the generator building
  - c. Install the plant and utility switchgear stairs
  - d. Close-out items (O&Ms, Operator Training, Punch List, Spare Parts.
  - e. Resolve the valve failures at the generator building.

Items 1 and 2 above entail the most work and longest anticipated duration. Neither of these items can begin until the high-voltage cable is fabricated and delivered to the site. The soonest it is expected to arrive is June 1, 2022. When the cables arrive, more delays are anticipated. Work on items 1 and 2 require a week each of plant power shutdowns while the cables are properly connected to their respective transformers. These shutdowns cannot be accomplished if water demands are high, such as when temperatures are high. Although it is not impossible to perform the requisite shutdowns at some point in the summer months, it is unlikely to occur, which will push the completion of items 1 and 2 into the Fall. The remaining items of work should take no more than two months to complete.

#### **Reason for Delay.**

Since the PVWC's last request for an extension of the Subrecipient Agreement, made to you on February 27, 2020, the PVWC expected the Contractor's pace to increase by operation of the \$1,000.00/calendar day liquidated damages provision in the Contract. In the PVWC's first request for an extension dated February 27, 2020, we wrote:

On February 20, 2020, the Project Engineers (Jacobs Engineering) served a letter on the Contractor advising them that they have missed both milestones for completion of the Contract, which will entitle the PVWC to deduct from the Contractor as liquidated damages the amount of \$1,000.00 for each calendar day of delay in the substantial completion of the Project. See attached a copy of Jacobs' letter of February 20, 2020 to the Contractor. **The PVWC hopes that this notice will help correct the Contractor's behavior and bring this Project to a successful completion as soon as reasonably possible.**

(Emphasis added.). Unfortunately, liquidated damages neither incentivized the Contractor to increase its pace nor deterred the Contractor from falling behind. In fact, the opposite occurred. The Contractor's pace slowed down precipitously since the above-referenced letter was sent out, which is the primary reason for why this Project is not completed and why the PVWC needs a second extension.

The Contractor's payment requisitions reflect how the Contractor's pace steadily decreased since February 2020:

Pay Period Ending	Amount of Pay Req
3/2/2020	\$ 1,238,928.30
3/31/2020	\$ 924,944.00
4/30/2020	\$ 982,009.62
6/3/2020	\$ 710,603.19
6/30/2020	\$ 556,635.10
7/31/2020	\$ 320,096.83
8/31/2020	\$ 246,420.00
9/30/2020	\$ 43,038.00
10/30/2020	\$ 98,032.46
11/30/2020	\$ 247,509.00
1/6/2021	\$ 138,451.50
1/31/2021	\$ 112,293.00
3/31/2021	\$ 44,046.00
4/30/2021	\$ 85,120.00
5/31/2021	\$ 62,190.00
6/30/2021	\$ 113,850.00
7/31/2021	\$ 86,940.00

The Contractor's average monthly requisition from March 2, 2020 to November 30, 2020 was \$536,821.65, meanwhile from January 6, 2021 to July 31, 2021 it was \$91,841.50. After July 31, 2021, the Contractor's pace slowed even more and it did not issue another payment requisition until eight months for work up to March 18, 2022. That requisition is under review and is expected to be lowered by the Project Engineer to around \$372,142.00, not including retainage, suggesting that the Contractor's average monthly pace had slowed to around \$46,517.75.

For example of the Contractor's drop in work pace since the last extension, specification section 01 91 14 entitled "Equipment Testing and Facility Startup" required the Contractor to prepare and submit for approval a protocol to the Engineer for testing each major piece of equipment and performing a facility startup and performance demonstration plan (hereinafter "Protocol Submittal"). The Contractor's baseline CPM provided for testing and startup activities to occur between August and December of 2018, prior to its then deadline for Substantial Completion of February 2019, therefore, the PVWC reasonably expected this Protocol Submittal sometime in the Fall of 2019 before the extended December 2019 deadline for Substantial Completion. The Contractor's first Protocol Submittal was received in August of 2020, six months after they missed their extended deadline for Final Completion of February 11, 2020. The Protocol Submittal was rejected by the Engineer as being woefully deficient. The Contractor never submitted a comprehensive Protocol Submittal, but instead submitted test plans per equipment to the Engineer in piecemeal fashion starting in February 2021 and ending in January 2022.

The Contractor's pace on this Project has always been slow, but the PVWC was surprised to see the Contractor's pace decline further notwithstanding the pressure of liquidated damages. As of April 18, 2022, liquidated damages came to \$840,000.00 (calculated by multiplying \$1,000.00 per day by the number of days between December 30, 2019 and April 18, 2022, which is 840). This sum, which represents 2.85 % of the total amount of the Contract and continues to grow, would seem large enough to incentivize any contractor to hasten the completion of this Project. The Contractor's other projects, including a \$54 million project for the Passaic Valley Sewerage Commission, which we believe began last year, could explain why the liquidated damages of \$1,000.00 a day might not be enough of a deterrence.

On June 16, 2020, the Contractor submitted a request for an extension of time relating to the time period between October 1, 2017 and March 26, 2020. This request sought an extension of 598 days to the completion date, even though the majority of that request had already been granted to the Contractor by the PVWC in Change Order #3 approved by the NJDEP. In fact, Change Order #3 formed the basis for dates contained in the referenced liquidated damages notice. In its response, the PVWC reaffirmed the extension granted in Change Order #3, but denied the bulk of the rest of the request. See attached letter from PVWC Counsel to Contractor's Counsel dated March 30, 2022 in response to the Contractor's request. As a result, the date for substantial completion remains December 30, 2019 as per Change Order #3. No response has been received from the Contractor.

**TACCO.** Lastly, we respectfully submit that granting this Request will have no adverse impact on the current schedule of improvements set out by the NJDEP in the TACCO, which provides: "On or before PVWC completes construction of the Levine Reservoir project, PVWC shall complete construction of the LFWTP improvements and have them operable." See TAACO § A(32)(A)(a) at 6<sup>th</sup> page (April 29, 2019). Given that the Levine Reservoir project is still in the permitting phase and has not been publicly bid yet, we are confident that the Project will be completed within the time required by the TACCO. Accordingly, we also believe that the TAACO will not need to be modified in any way if this Request is granted.

We thank you for your consideration of this Request. Please do not hesitate to contact me for any information or to request a meeting. We look forward to your response.

Patrick Porcaro, P.E.

Attachments

- Resolution #22-046 (authoring this Request)
- Letter from PVWC Counsel to Contractor's Counsel dated March 30, 2022 in response to the Contractor's request for an extension of time.

cc: James G. Mueller, PE, *Executive Director, Passaic Valley Water Commission*  
Yaacov Brisman, Esq., *General Counsel, Passaic Valley Water Commission*  
Nancy Diehl, *Assistant Division Director, NJ Department of Community Affairs*  
([Nancy.Diehl@dca.nj.gov](mailto:Nancy.Diehl@dca.nj.gov))



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EXT. 101

March 30, 2022

Via E-Mail (JMcMeekin@rawle.com)

John C. McMeekin II, Esq.  
Rawle & Henderson LLP  
The Widener Building  
1339 Chestnut Street, 16th Floor  
Philadelphia, PA 19107

Re: Contract No.: 15-P-25—Water Storage Improvements, Phase I, Standby Emergency  
Generators (“Project”)  
Stone Hill Contracting Co., Inc. (“SHC”)  
SHC’s Request for Time Extension June 16, 2020 (“Request”)

Dear John,

This is a response to the Request for Time Extension submitted by SHC via e-mail on June 17, 2020 in connection with this Project (“Request”). The Request sought an extension of 598 calendar days to the milestone date of Final Completion. For the reasons set forth below, the Request is confirmed in part, denied in part, and unresolved in part.

#### **Recap of Request**

The Request is organized into eight (8) “windows”, each of which consist of an event or series of events that allegedly delayed SHC’s progress through no fault of SHC. I have summarized the windows below:

1. **Soil Nails Not Working.** SHC lost time trying to get soil nails to work under the original design. Total alleged delay = 21 days.
2. **Soil Nail WCD-001R.** SHC lost time performing the re-designed soil nails. Total alleged delay = 102 days.
3. **RFP#2.** Jacobs wished to change its design of the micropile casings to steel, and sought from SHC a quote for this change referred to as “RFP#2”. SHC provided the quote and the change was incorporated into Change Order #1, with a notation that “contract time would be increased by ‘TBD’ calendar days”. Total alleged delay = 37 days.

4. **MSE Wall—Rock.** Unanticipated, additional rock excavation slowed down the progress of installing the MSW Wall. Total alleged delay = 36 days.
5. **MSE Wall—Water Wash Out.** An underground storm water drain system was discovered following substantial work on the MSE Wall. The drain system directed excessive water through the MSE Wall itself washing out layers of construction that had to be replaced. Furthermore, a solution needed to be found to redirect the storm drain, which work was memorialized as part of Change Order #2. Total alleged delay = 75 days.
6. **RFP#7—Delay in Issuing the CO.** Although Jacobs issued RFP#7 for instrumentation and control modifications on September 28, 2018, the change order for these modifications were not issued until June 13, 2019, delaying SHC's actions on this item. SHC alleges that it should not have taken Jacobs 49 days to review and approve SHC's submittals and that Jacobs knew that this delay affected the critical path. Total alleged delay = 106 days.
7. **RFP#7—?** I am unclear as to how this window is any different from # 6 above, however, CCG identifies an additional delay relating to RFP#7 resulting in: Total alleged delay = 28 days.
8. **Arc Flash Study.** SHC alleges delay by Jacobs in reviewing and responding to SHC's submittals relating to the Protective Device Coordination Study. SHC submitted its first submittal on July 13, 2019. SHC and Jacobs have exchanged revisions and comments since then, however, the submittal has yet to be approved as of the date of this Request. CCG alleges that November 4, 2019 should have been Jacobs' final response. Total alleged delay = 193 days.

**The Extensions Granted by Change Order #3 Will Stand.**

The total of 598 days sought by SHC appears to have been derived without reliance upon the extensions granted by Change Order #3 dated July 17, 2019 ("CO#3"). As we know, CO#3 extended the substantial and final completion milestones for the Project by 315 and 318 calendar days, respectively as follows:

Milestones	Original Deadline	CO#3 Extension	Cal. Days Added
Substantial Completion	Feb. 18, 2019	Dec. 30, 2019	315
Final Completion	Mar. 30, 2019	Feb. 11, 2020	318

The Request acknowledged the extensions of time granted by CO#3, but did not take those extensions into account when calculating its claim. The Request states that CO#3: (i) "does not identify any allocation of delay for the time extension", and (ii) "specifically stated in item 18.6



that the respective rights of the Owner, SHC, and the Engineer remain fully reserved." See Request at 6. The Request refers to the milestone date of Final Completion as March 30, 2019, which was the original date before CO#3 changed it to February 11, 2020. Therefore, clearly, the additional 598 calendar days sought in the Request overlaps or incorporates the 318 calendar day extension granted by CO#3.

For the sake of clarity, the PVWC considers the Substantial Completion and Final Completion dates in the contract between SHC and the PVWC as those set forth in CO#3. The PVWC will let the times extensions granted by CO#3 stand and will not attempt to "claw back" that allowance of that time from SHC.

**Items 1 through 6 Are Moot.**

Items 1 through 6 were compromised between SHC and Jacobs when CO #3 was negotiated. Therefore, all of the time sought for those items (which total 377 days) are compromised and are now moot, leaving a balance of 221 days for SHC's Request, as calculated below:

Request (Windows 1-8)	598 days
Compromise as a result of CO#3 (Windows 1-6)	<u>377 days</u>
Balance of Request (Windows 7-8)	221 days

**Arc Flash Study Claim Denied.**

Of the 221 days sought beyond CO#3, SHC attributes 193 of those days (87%) to alleged delays relating to the approval of SHC's submission for the Arc Flash Study. SHC alleges that delays to the completion of the Arc Flash Study delayed the "critical path" of the Project by 193 calendar days. This one issue accounts for one-third of SHC's entire claim for an extension of time. SHC's consultant states:

It is CCG's professional opinion that the Owner should not have responded with additional items after it responded to SHC's first submittal. Comments Nos. 29 through 48 that the Owner added in later reviews should have been included in the Owner's response to the first submittal. As a result of adding additional comments and requests on later reviews, the Owner is responsible for the additional time for re-submittals and submittal review.

...

By not providing timely comments to the Protective Device Coordination Study submittals, the Owner is responsible to delays to the completion of the Arc Flash Study.

SHC Request at 32 (emphasis added).

The PVWC has determined that the Arc Flash Study claim (Window 8) is wholly without merit for the following reasons.

- A. Window 8 appears to be based on a scheduling mistake, specifically the failure to remove from the Arc Flash Study item the tags of "critical path" and "successor items" after the engineer allowed SHC to order all equipment in advance of the study's approval.
- B. SHC's failure to be diligent is the only reason why the Arc Flash Study was preliminarily approved on June 11, 2020.
- C. The PVWC and its Engineer did not delay approval of the Arc Flash Study.

Each point is discussed in greater detail below.

**A. Window 8 Appears to be Based on a Scheduling Mistake.**

Only a delay to the critical path can give rise to a delay claim. In this case, a delay to the Arc Flash Study may have appeared to impede progress to the critical path, but only due to a scheduling mistake on the part of SHC's scheduler.

Only the Short Circuit Study component of the Electrical Systems Analysis specification could have had the potential to delay the ordering of any new electrical equipment, with the Short Circuit Study being a predecessor to the approval of Shop Drawings, Protective Device Coordination Study and Arc Flash Study. Therefore, approval of the Protective Device Coordination Study and Arc Flash Study could never have become a critical path item as claimed by SHC. Furthermore, the Engineer allowed SHC to provide shop drawings for, and order, all electrical equipment for the Project, including switchgear, before SHC even commenced the Arc Flash Study. The Arc Flash Study never had "successor" work items on the schedule, such that a delay to the initial Arc Flash Study approval would have had no consequential impact on the Project, let alone the critical path.

Apparently, SHC failed to coordinate with its scheduling consultant on the Engineer's action, as future schedules issued by SHC continued to place the Arc Flash Study timeline along the critical path in error.

Putting aside SHC's allegation that it took too long to review the Protective Device Coordination Study, the preliminary acceptance of the Arc Flash Study on June 11, 2020 had not caused a delay of any aspect of the Project, much less that critical path, as all of the equipment upon which the Arc Flash Study was based has already been ordered well before SHC even produced its first draft of same. For those reasons alone, this part of SHC's claim must be denied. However, more reasons follow.

**B. SHC's Lack of Diligence.**

Extensions of time will be denied when the delay is brought about by SHC's lack of diligence. While the PVWC would probably agree that the Arc Flash Study was performed and completed behind schedule, the evidence shows that the blame lies 100% with SHC.

The three electrical studies required by the Specifications were:

- (1) Short Circuit Study,
- (2) Protective Device Coordination Study, and
- (3) Arc Flash Study,

See § Spec 26 05 70 § 1.04. These studies were to be performed and submitted for approval in the order above. See Spec 26 05 70 § 1.04 entitled "Sequencing and Scheduling". Any delay by SHC to completing the first two studies would automatically delay the third, which is the subject of SHC's claim.

SHC did not even start work on the first of these studies until around ten to eleven months after the Project began. Billing records show that the first effort made by SHC to begin any work on any of the electrical studies appears to be December 2017 (approximately 10-11 months after the Project began on March 30, 2017), and only \$4,000 worth of work. See below a compilation of the billing records relevant to the production of the three studies.

Item	Description of Work	Scheduled Value	Amount Billed	App. No.	Billing Period*	App. Date	Amount Left to Bill
45	PS - Electrical Systems Coordination Study	\$300.00	\$300.00	29	2/1/2020 - 3/2/2020	2/29/2020	\$0
133	AS - Electrical Systems Coordination Study	\$86,800	\$30,000	7	3/1/2018 - 3/31/2018	4/11/2018	\$56,800
			\$35,100	29	2/1/2020 - 3/2/2020	2/29/2020	\$21,700
			\$21,700	31	4/1/2020 - 4/30/2020	4/30/2020	\$0
220	Electrigan Short Circuit Coordination Sudy Assistance	\$49,000	\$4,000	5	12/1/2017 - 12/31/2017	1/10/2018	\$45,000
			\$8,500	8	4/1/2018 - 4/30/2018	5/3/2018	\$36,500
			\$4,900	15	12/8/2018 - 12/31/2018	1/4/2019	\$31,600
			\$4,900	16	1/1/2019 - 1/31/2019	2/11/2019	\$26,700
			\$4,900	17	2/1/2019 - 2/28/2019	3/11/2019	\$21,800
			\$7,300	18	3/1/2019 - 3/31/2019	4/11/2019	\$14,500
			\$7,500	31	4/1/2020 - 4/30/2020	4/30/2020	\$7,000

\*Billing Period is based on prior billing's period end date to applicable billing period's end date

Apparently, most of the electrical study work was performed by SHC from April 2018 (more than a year after the Project began) to April 2020 (two months after the deadline for Final Completion set by CO#3). SHC did not present its first Arc Flash Study submission (the subject of its claim) until May 2, 2020, which was over three years after the start of the Project as well as three months past the deadline for Final Completion set by CO#3.

By its lack of diligence, SHC failed to abide by the words of caution contained in the Specifications, which stated clearly:

An initial, complete Short Circuit Study must be submitted, reviewed, and approved before Engineer will approve any Shop Drawings for any new electrical equipment. It is understood that obtaining the information required to perform the specified studies will consume a considerable amount of time and effort. Therefore, the Contractor shall commence working on this item immediately after award of contract in order to not delay the review and approval required for any new electrical equipment.

Spec 26 05 70 § 1.04(A) (emphasis added).

SHC's early scheduling records reveal another aspect of SHC's lack of diligence in connection with these studies. In SHC's baseline schedule dated March 30, 2017, SHC indicated that it planned to start working on the (2) Protective Devise Coordination Study followed by the (1) Short Circuit Study. Not only did SHC fail to schedule the studies in the order required by the Specifications, but the (3) Arc Flash Study appeared nowhere on the schedule. SHC's Update No. 1 (issued on September 1, 2017) showed that none of the electrical studies had begun and that SHC was not planning on starting the Protective Devise Coordination Study until September 1, 2017, slipping by 99 work days from the baseline schedule. SHC's Update No. 2 (issued on October 1, 2017) also showed that the none of the electrical studies had begun, and that the start of the Protective

Devise Coordination Study slipped by another 20 work days. Further schedules showed that the electrical studies kept being pushed back by SHC, which would inevitably lead to the very late submittal of the Arc Flash Study.

In addition, SHC failed to follow through with instructions to “revise & resubmit” in a timely manner. For example, the following timeline of the Short Circuit Study submittals and reviews shows a one-year gap between SHC’s first submittal and its second:

- i. 02/01/2018. SHC appears to submit its first initial short circuit study on this date.
- ii. 02/19/2018. Jacobs responds with comments and “revise & resubmit”.
- iii. 01/29/2019. Almost a year later, SHC submits another short circuit study submission referred to as “Rev B”.
- iv. 02/22/2019. Jacobs responds with comments and “approved as noted”.

As a result, SHC did not submit its first Protective Device Coordination Study until July 12, 2019 (two years and 4 months after the Project started). These delays, which naturally would have delayed presentment, review, and approval of the subject Arc Flash Study, appear to be no one else’s fault but SHC.

**C. No Fault of PVWC or Engineer.**

The evidence suggests that neither the PVWC nor the Engineer delayed review of SHC’s submittals. The Engineer reviewed each of the electrical study submittals, including the Arc Flash Study, in a reasonable and timely manner. According to the Specifications, the Engineer had 30 days in which to “act upon” SHC’s submittals:

**G. Processing Time:**

1. Time for review shall commence on Engineer’s receipt of submittal.
2. Engineer will act upon Contractor’s submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified.
3. Resubmittals will be subject to same review time.
4. No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.

See Spec 01 33 00-3(G) (emphasis added). SHC’s claim is based entirely on how long it took (allegedly) for the Engineer to review the second study—the Protective Device Coordination

Study—which SHC’s scheduler, CCG, claimed caused 193 days of delay to the Project. The timeline for presentment and review of the Protective Device Coordination Study is as follows:

- i. 07/12/2019. SHC submits protective device coordination study submittal number 26 05 70-002 (Rev.0).
  - 1) Note: This submittal made by SHC 141 days after approval of the Short Circuit Study approval, making it 51 days late under the Specifications (see Spec 26 05 70 § 1.04(B)).
- ii. 08/01/2019. Jacobs responds with comments and “revise & resubmit”.
- iii. 10/02/2019. SHC submits another Protective Device Coordination Study submittal (No.: 26 05 70-002A Rev. 1).
- iv. 11/04/2019. Jacobs responds with comments and “revise & resubmit”.
  - 2) Note: These are the comments that SHC complains of having delayed the critical path.
- v. 01/19-20/2020. SHC submits another Protective Device Coordination Study submittal (No.: 26 05 70-002B Rev. 2).
- vi. 02/07/2020. Jacobs responds with partial approval and “resubmit as noted”.
  - 3) Note: These also are the comments that SHC complains of having delayed the critical path.
- vii. 04/08/2020. SHC submits another Protective Device Coordination Study submittal (No.: 26 05 70-002C Rev. 2+).
- viii. 04/15/2020. Jacobs responds with comments and “approved as noted”.

The timeline above shows that the Engineer was four days late in responding to one of the submittal iterations (see iii and iv above), otherwise all other turn-around times were less than 30 days. SHC’s scheduler, CCG, claimed that all of the Engineers comments should have been made in its response to the first submittal. CCG’s opinion on the subject is a “net opinion”, which fails to address and establish evidence as to whether that assertion is even reasonable, which the PVWC contends it is not. The Engineer’s review of SHC’s submittal generated 49 comments—a substantial number for such a study—suggesting that SHC’s submittal may have needed more than one review in order to catch all of the issues. Also, CCG ignores the Specifications which provide that: “No adjustment of Contract Times or Price will be allowed as a result of delays in progress of Work caused by rejection and subsequent resubmittals.” See Spec 01 33 00-3(G) (emphasis added). Lastly, it should be noted that SHC has not taken exception to the Engineer’s review and turn-around time for the first and third studies (Short Circuit and Arc Flash), both of which were reviewed, including re-submissions, in under 30 days.

WEBER DOWD LAW, LLC  
Letter to: John C. McMeekin II, Esq.

March 30, 2022  
Page 9 of 9

In sum, SHC has done little to support its position that the Engineer caused SHC to make a later submission of its Arc Flash Study. Instead, the overwhelming majority of delay appears to be attributable to SHC's lack of diligence and focus on these studies.

**Balance of the Request—Undetermined.**

The balance of the Request is calculated below:

Request (Windows 1-8)	598 days
Compromise as a result of CO#3 (Windows 1-6)	377 days
<u>Denial of Arc Flash Study (Window 8)</u>	<u>193 days</u>
Balance of Request (Window 7)	28 days

The PVWC needs more information regarding Window 7 to be able to assess this part of the Request.

-oOo-

Thank you for your attention to this matter. Except as expressly provided for herein, the PVWC does not waive any of its rights under the Contract or the law. Please do not hesitate to contact me should you have any questions or concerns.

Very truly yours,

Guido S. Weber  
Guido S. Weber, Esq.

cc: Yaacov Brisman, Esq., *General Counsel, PVWC* ([ybrisman@pvwc.com](mailto:ybrisman@pvwc.com))  
Julie Alesandrelli, PE, *PVWC* ([jalesandrelli@pvwc.com](mailto:jalesandrelli@pvwc.com))  
Stuart Lederman, Esq., *Counsel for CH2M/Jacobs* ([slederman@riker.com](mailto:slederman@riker.com))  
Gerald A. Hughes, Esq., *General Counsel for SHC* ([ghughes@fsdc-law.com](mailto:ghughes@fsdc-law.com))



**RESOLUTION NO. 22-047**

**PASSAIC VALLEY WATER COMMISSION**

**EMERGENCY EXPENDITURES FOR RECOVERY ASSOCIATED WITH  
DAMAGE CAUSED BY REMNANTS OF HURRICANE IDA**

**DATE OF ADOPTION: APRIL 27, 2022**

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

**WHEREAS**, various PVWC facilities became damaged from excessive and high intensity rainfall associated with the remnants of Hurricane Ida on September 1 and September 2, 2022; and

**WHEREAS**, intense rainfall/flooding from the remnants of Hurricane Ida inundated the New Street Reservoir from September 1, 2021 at 9:35 PM until September 2, 2021 at 10:00 AM, caused the access road at the Great Notch Pump Station / Regulator Chamber to wash away exposing PVWC's transmission main, undermined the access road to the New Street Dam at the spillway and caused severe erosion at the Granite Avenue Tank; and

**WHEREAS**, a Boil Water Advisory was issued by the Passaic Valley Water Commission for the New Street and Garrett Heights gradients due to the inundation of the New Street Reservoir on September 2, 2021, after NJDEP was notified by PVWC; and

**WHEREAS**, the emergency work associated with the inundation of the New Street Reservoir included flushing the New Street Reservoir and PVWC's New Street and Garrett Heights Service Areas, reconstruction and resurfacing of the undermined access roadway at the New Street Dam, removal of debris deposited by the event in the Slippery Rock Brook and the PVWC-owned storm sewer system along Mountain Avenue adjacent to the reservoir, providing bottled water to all affected PVWC customers, providing billing credit to customers affected, sample collecting and performing water quality analyses throughout the New Street Reservoir and distribution system; and

**WHEREAS**, the emergency work associated with damage at the Great Notch Pump Station / Regulator Chamber included stabilization of the affected exposed PVWC transmission main, the construction of a retaining



wall along the access road at Great Notch and reconstruction of the access road and security fencing; and

**WHEREAS,** the emergency work associated with damage at the Granite Avenue Tank in Paterson included the repair of concrete stairs and replacement of filter fabric and crushed stone at the base of the water storage tank; and

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

**WHEREAS,** it was necessary, in accordance with N.J.S.A. 40A:11-6, to proceed with the performance of services and procurement of necessary goods and materials as necessary to perform all recovery and repairs, and purchase orders were issued without public advertisement for bids pursuant to the above Statute; and

**WHEREAS,** the Director of Engineering's formal certification signed and dated April 22, 2022 (the "Formal Certification") of the emergency (and which has been filed by the Director of Engineering and endorsed by the Executive Director in support of this resolution) is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** multiple Contracts and Commission resources were utilized for the expeditious recovery of the affected New Street Reservoir and service areas, emergency repair of damaged PVWC facilities, and to provide emergency aid to affected PVWC customers; and

**WHEREAS,** the aggregate finalized total cost of required goods and services provided by these multiple Contracts and Commission resources to remedy the emergency (which exceeded PVWC's stipulated threshold of \$40,000.00 required for public bidding) was \$6,276,040.88 and a summary table of all expenditures are attached hereto and made a part hereof as Exhibit B and a copy of PVWC's Purchase Orders, Vendor's Invoices, and other relevant documentation are on file in the Engineering Department; and

**WHEREAS**, a claim has been filed for said amount with the Federal Emergency Management Agency and PVWC's insurance carrier and is still under review; and

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

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

1. Authorizes and/or ratifies the action taken by the Director of Engineering and the Executive Director and, based on the Director of Engineering's Formal Certification (Exhibit A), confirming the existence of an emergency within the meaning and contemplation of the Local Public Contracts Law; and
2. Hereby approves and/or ratifies actions taken by officers and employees of Passaic Valley Water Commission to implement the terms and intentions of this resolution, and hereby authorizes the appropriate officers and employees of Passaic Valley Water Commission to perform such additional acts and execute such additional documents as are necessary to implement the terms and intentions of this Resolution.
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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


  
\_\_\_\_\_  
**President**  
**RIGOBERTO SANCHEZ**

  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**

**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 27, 2022.

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

**PASSAIC VALLEY WATER COMMISSION**  
**EMERGENCY EXPENDITURES FOR RECOVERY ASSOCIATED WITH**  
**DAMAGE CAUSED BY REMNANTS OF HURRICANE IDA**  
**PVWC'S DIRECTOR OF ENGINEERING'S CERTIFICATION DATED**  
**APRIL 22, 2022 FOR EMERGENCY PURCHASE OR CONTRACT**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**EMERGENCY EXPENDITURES FOR RECOVERY ASSOCIATED WITH  
DAMAGE CAUSED BY REMNANTS OF HURRICANE IDA**

**CERTIFICATION FOR EMERGENCY PURCHASE OR CONTRACT**

The undersigned hereby certifies the following:

Intense rainfall/flooding from the remnants of Hurricane Ida damaged various PVWC facilities and inundated the New Street Reservoir causing an emergency.

Inundation of the New Street Reservoir occurred from September 1, 2021 at 9:35 PM until September 2, 2021 at 10:00 AM causing highly turbid water within the reservoir and within parts of the New Street and Garrett Heights gradients, which required a Boil Water Advisory to be issued to these areas, affecting a population of about 260,000 people. Additionally, flooding caused the access road at the Great Notch Pump Station / Regulator Chamber to wash away exposing PVWC's transmission main, undermined the access road to the New Street Dam at the spillway and caused severe erosion at the Granite Avenue Tank.

The emergency work associated with the inundation of the New Street Reservoir included flushing the New Street Reservoir and PVWC's New Street and Garrett Heights Service Areas, reconstruction and resurfacing of the undermined access roadway at the New Street Dam, removal of debris deposited by the event in the Slippery Rock Brook and the PVWC-owned storm sewer system along Mountain Avenue adjacent to the reservoir, providing bottled water to all affected PVWC customers, providing billing credit to customers affected, sample collecting and performing water quality analyses throughout the New Street Reservoir and distribution system.

The emergency work associated with damage at the Great Notch Pump Station / Regulator Chamber included stabilization of the affected exposed PVWC transmission main, the construction of a retaining wall along the access road at Great Notch and reconstruction of the access road and security fencing.

The emergency work associated with damage at the Granite Avenue Tank in Paterson included the repair of concrete stairs and replacement of filter fabric and crushed stone at the base of the water storage tank

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

**CERTIFICATION**

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

Date: April 22, 2022

\_\_\_\_\_  
Patrick A Porcaro Jr, P.E.

Print Name

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

Print Title

\_\_\_\_\_  
*Patrick A. Porcaro Jr.*

Signature

**PASSAIC VALLEY WATER COMMISSION**  
**EMERGENCY EXPENDITURES FOR RECOVERY ASSOCIATED WITH**  
**DAMAGE CAUSED BY REMNANTS OF HURRICANE IDA**

**SUMMARY TABLE OF EXPENDITURES**

**EXHIBIT B**

Passaic Valley Water Commission  
Expenditure Tracking for Ida Disaster, 4614-DR-NJ

Date	PO / FPO	Invoice No.	Type	Contractor / Vendor Name	Contract / Project No.	Description	Amount
9/16/21	231406	5296	Contract	D&L Paving	20-B-17	Reconstruction and resurfacing of the undermined access roadway at the New Street Dam (about 80% of the total invoice falls under FEMA)	\$27,765.20
10/13/21	232019	US-PIN-0007209	Contract	Wachs Water Services	21-B-6	Emergency hydrant flushing (\$1906/day - 77.5 total)	147,715.00
10/29/21		No.5	Contract	J&J Utility Consulting	21-P-48	Emergency reservoir pumping (J&J Utility consulting)	5,780.00
10/29/21		No.5	Contract	J&J Utility Consulting	21-P-48	Emergency hydrant flushing (J&J Utility consulting)	44,200.00
10/28/21	231530	13169	Contract	CRJ Contracting	20-B-38	Emergency pumping New St Reservoir (CRJ)	98,471.43
12/1/21	231528	875.2021.01	Contract	Montana Construction	20-B-37	Reconstruction of retaining wall and reconstruction of access road at Great Notch Pump Station	303,871.69
11/18/21	231528	875.2021.00	Contract	Montana Construction	20-B-37	Message Board for Public Notification about Boil Water Advisory	4,279.87
9/13/21	232175	50	Emergency	Barillo Landscaping		Slippery Rock Brook Debris Removal	7,750.00
10/19/21		4251	Emergency	B&B Organic Supply		New Steet Reservoir stone for access driveway	3,500.00
10/1/21		55	Emergency	Barillo Landscaping		Concrete steps repair Granite Ave Tank	1,400.00
10/6/21		58	Emergency	Barillo Landscaping		Install new fabric and stone at Granite Ave Tank	2,400.00
10/18/21		041912	Emergency	National Water Main Cleaning		Flush and televise storm sewer system adjacent to New Street Reservoir along Mountain Avenue, Woodland Park on 9/23/21	4,200.00
12/15/21			Emergency	City of Passaic		Water Bottle Distribution to Customers due to Boil Water Advisory	42,221.50
12/3/21	PVWC 2021-01		Emergency	City of Paterson		Water Bottle Distribution to Customers due to Boil Water Advisory	799,469.86
12/2/21			Emergency	City of Clifton		Water Bottle Distribution to Customers due to Boil Water Advisory	74,099.72
N/A			Force Account Labor			PVWC Lab fees	\$107,983.68
N/A			Force Account Labor			Distribution fees	\$150,000
N/A			Force Account Labor			Engineering fees	100,441.70
9/24/21	F35426		Procurement	NEC Corp		Boil Water Alert	\$775.00
10/13/21	232158		Procurement	Storm Services Trucking		Bottled Water	\$2,010,687.00
10/13/21		9069440031	Procurement	WW Grainger		Bottled Water	\$91,570.00
10/13/21	232186		Procurement	Super Fresh		Water Voucher Program	\$15,489.33

Passaic Valley Water Commission  
Expenditure Tracking for Ida Disaster, 4614-DR-NJ

Date	PO / FPO	Invoice No.	Type	Contractor / Vendor Name	Contract / Project No.	Description	Amount
10/13/21	232187		Procurement	ShopRite Liquors		Water Voucher Program	\$7,675.33
10/13/21	232188		Procurement	Seasons Clifton		Water Voucher Program	\$10,548.00
10/13/21	232189		Procurement	Super Exito		Water Voucher Program	\$1,084.19
10/13/21	232190		Procurement	ShopRite		Water Voucher Program	\$56,307.68
10/13/21	232191		Procurement	Aisle 1 Kosher		Water Voucher Program	\$52,007.15
10/13/21	232192		Procurement	Super Supermarket		Water Voucher Program	\$13,522.90
10/13/21	232193		Procurement	C-Town		Water Voucher Program	\$2,202.48
10/13/21	232194		Procurement	Golden Mango		Water Voucher Program	\$31,543.43
10/13/21	232195		Procurement	Universal Supermarket		Water Voucher Program	\$25,230.50
10/14/21	232236		Procurement	C. Town Passaic		Water Voucher Program	\$1,468.32
10/1/21	232007	1302	Professional Services	JGSC Group	21-P-60	Public Notification	\$21,585.00
10/1/21	232007	1305	Professional Services	JGSC Group	21-P-60	Public Notification	\$15,517.50
10/7/21	232131	11756	Professional Services	Cornwell Engineering	21-P-51	Assist with development of Remedial Measures Action Plan and After Action Report	34,295.95
2/15/22	232131	11887	Professional Services	Cornwell Engineering	21-P-51	Assist with development of Remedial Measures Action Plan and After Action Report	6,545.00
3/4/22	232131	11911	Professional Services	Cornwell Engineering	21-P-51	Assist with development of Remedial Measures Action Plan and After Action Report	1,120.00
1/11/22	232131	11858	Professional Services	Cornwell Engineering	21-P-51	Assist with development of Remedial Measures Action Plan and After Action Report	6,265.00
12/6/21	232131	11802	Professional Services	Cornwell Engineering	21-P-51	Assist with development of Remedial Measures Action Plan and After Action Report	2,540.97
N/A		N/A	PVWC Expense			Water wasted	442,510.50
N/A		N/A	PVWC Expense			Water credits	1,500,000.00

**Total Expenditures Not Including Hazard Mitigation \$6,276,040.88**