



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #24-EXE-2

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: FEBRUARY 28, 2024

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: RON VAN RENSA LIER 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: RIGO SANCHEZ Time: 10:34 am

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
 JEFFREY LEVINE



Secretary
 RUBY N. COTTON

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

RESOLUTION NO. 24-021

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 23-PA-11 ENTITLED
"INSURANCE AGENT SERVICES FOR PROPERTY, CASUALTY,
AUTOMOBILE AND EXCESS LIABILITY"**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 23-PA-11 entitled "Insurance Agent Services for Property, Casualty, Automobile and Excess Liability" (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, the Project was publicly advertised as required by New Jersey law, 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; and

WHEREAS, PVWC has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from the following professional (or provider of extraordinary un-specifiable services) providers: (i) Cupo Insurance Agency, (ii)

Fairview Insurance Associates, Inc., and (iii) Alamo Insurance Group Inc; and

WHEREAS, in addition to evaluating the responses submitted, on February 14, 2024, the Insurance Committee conducted thorough interviews of each of the Respondents; and

WHEREAS, based on the evaluation of the responses received, as well as the interviews conducted, the firm of Fairview Insurance Associates, Inc. ("Fairview") of Verona, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be based on a 4.5% commission to the Awardee for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, PVWC shall be reimbursed through the Joint Insurance Fund (JIF); and

WHEREAS, a copy of the Contract is attached hereto 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.

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-

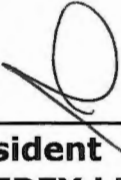
20.7, and in accordance with said Response, as set forth hereinabove; and

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

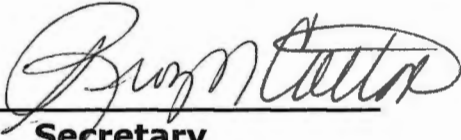
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE



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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

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 _____, 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 Foundation Risk Partners, Corp. dba Fairview Insurance Agency Associates, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 25 Fairview Avenue, Verona, NJ 07044.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to **Project Number 23-PA-11** entitled **"Insurance Agent Services for Property, Casualty, Automobile and Excess Liability"** (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 January 8, 2024, 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. There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

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 / \$2,000,000 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 / \$2,000,000 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)

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.

**FOUNDATION RISK PARTNERS, CORP
dba FAIRVIEW INSURANCE AGENCY ASSOC.**

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

RESOLUTION # 24-022

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 22-V-19
"FURNISH AND DELIVER SULFURIC ACID"**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, under Contract 22-V-19 "Furnish and Deliver Sulfuric Acid(the "Contract"), Univar Solutions USA, Inc. of Morrisville, Pennsylvania (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing March 23, 2022, under Resolution No. 22-029; and

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

WHEREAS, pursuant to the LPCL, this 2-year contract, which is otherwise scheduled to end on March 22, 2024, includes a provision whereby PVWC may elect to extend the contract time up to an additional two years, for a total contract duration of not more than five (5) years, including extensions, with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the contract eliminating the performance bond included herewith and made a part hereof as **Exhibit A**; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning March 23, 2024 and ending on March 22, 2025; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby reestablished for this 1-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change to the unit prices with the one-year total contract amount of \$715,000.00; and

WHEREAS, a copy of the Vendor's correspondence (dated November 13, 2023) agreeing to a 1-year extension of the Contract (under the terms and conditions of the Contract Documents), is attached hereto and made a part hereof as **Exhibit B**; and

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

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

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; 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 shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

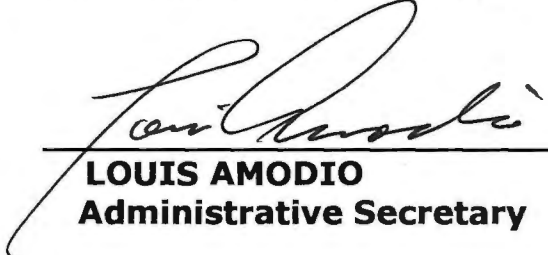


Secretary
RUBY N. COTTON

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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

CONTRACT EXTENSION
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT 22-V-19
FURNISH AND DELIVER SULFURIC ACID

THIS AGREEMENT, made and entered into this 23rd day of March in the year Two Thousand and Twenty-Four by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and Univar Solutions USA, Inc. with its' principal office at 200 Dean Sievers Place in the Borough of Morrisville, County of Bucks and State of Pennsylvania, hereinafter designated as "Contractor".

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all of the tools, plant, materials, equipment and labor to provide all goods and services to perform all of the Work indicated, specified, or required by the Contract Documents, or which can be reasonably inferred therefrom, all in accordance with the requirements and provisions of the Contract Documents which include the following: (a) all of the "Bidding Documents" that preceded this Contract including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of this Contract, the Procurement General Conditions, Technical Specifications, Drawings (if any), Appendices, and Addenda, (b) this signed Contract, and (c) the Contractor's Bid Submission, including but not limited to its completed Form of Proposal, representations, and other forms.

ARTICLE II - Time of Completion and Contract Extension

The period of the Contract shall be three hundred sixty-five (365) consecutive calendar days commencing upon the date of the issuance of the executed contract. All Work performed under this Contract shall be completed within the time periods provided for in the applicable provisions of the Contract Documents.

In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract: or to extend the Contract Time by two 1-year periods (or one 2-year period) or any combination thereof, for a total Contract duration of not more than 4 years, including extensions; all as may be mutually agreed to between the Contractor and the Commission.

The Contractor shall be required to maintain and extend as needed all Insurance required to be procured by the Contractor pursuant to the Contract Documents throughout the duration of the Contract.

In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Contractor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Contractor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Contractor of the duration of the extended time frame.

ARTICLE III – Performance Bond

For Contracts requiring a Performance Bond, following award of the Contract, the Contractor shall attach hereto the required Performance Bond conforming to the requirements set forth in the Section of the Contract Documents entitled "Information and Instructions for Bidders".

ARTICLE IV - The Contract Sum

Based on the unit prices and lump sums set forth in the Contractor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

Seven Hundred Fifteen Thousand Dollars and Zero Cents

(\$715,000.00) (hereinafter "Contract Price").

ARTICLE V – No Waiver

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Contractor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Contractor under this Contract is not a waiver of a breach of any other covenant or duty of the Contractor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Contractor, even when the Commission is aware that the Contractor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

ARTICLE VI - Additional Provisions

Severability. If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

No Assignment. Contractor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

Applicable Law & Venue. This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

Special Limitation on Certain Remedies. Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Contractor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as first written above.

Passaic Valley Water Commission

President

Attest:

PVWC - Secretary

(Witness)

Date: _____

Univar Solutions USA, Inc.

(Contractor)

Attest:

(Witness)

Date: _____

EXHIBIT B



Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067
www.univarsolutions.com
EIN 91-1347935

November 13, 2023

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

Via email: lbresemann@pvwc.com

RE: Contract #22-V-19 "Sulfuric Acid"

Univar Solutions USA Inc is providing an option to extend the current "Contract #22-V-19 Sulfuric Acid" which will end on 3/22/2024. We can offer a 4% reduction from current price of \$2.9835/Gallon to a price of \$2.8642/Gallon. If Passaic Valley Water Commission chooses to extend "Contract # 22-V-19 Sulfuric Acid" this pricing would be effective 03/23/2024 - 03/22/2025.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

We look forward to continuing to supply Passaic Valley Water Commission Bulk Sulfuric Acid and await your response to our extension option for #22-V-19 Sulfuric Acid" this pricing would be effective 03/23/2024 - 03/22/2025.

Sincerely,

Vicki Meakim
Municipal Specialist
Univar Solutions USA Inc
215-337-5403
Victoria.meakim@univarsolutions.com

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: Contract Extension 22-V-19
"Furnish and Deliver Sulfuric Acid"
Univar Solutions USA, Inc.

Amount of Project or Contract:

\$715,000.00 – Contract 22-V-19

Acct: # 001-1002-421-70-11 PURCHASES/CHEMICALS

1. Specific Appropriation to which expenditures will be charged:
Budget - 2024/2025

Other comments: One Year Commencing in March 2024

Date of Certification: February 28, 2024

Amount Certified: \$715,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 24-023
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD PROJECT 23-PE-15 ENTITLED
"ENGINEERING SERVICES FOR CONSTRUCTION
ADMINISTRATION AND CONSTRUCTION MANAGEMENT FOR
NEW RESIDUALS HANDLING FACILITY AT PVWC'S LITTLE
FALLS WATER TREATMENT PLANT"**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 23-PE-15, "Engineering Services for Construction Administration and Construction Management for New Residuals Handling Facility at PVWC's Little Falls Water Treatment Plant" (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 five (5) professional providers (or providers of extraordinary un-specifiable services); and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the response received, the firm of **AECOM Technical Services, Inc.** of Clifton, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the response received December 5, 2023 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$5,019,091.00 for the Awardee for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto 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 Responses and solicitations 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:

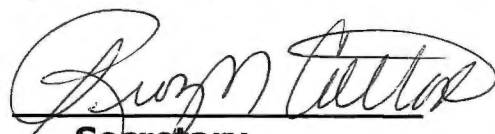
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the 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

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

Adopted at a meeting of Passaic Valley Water Commission.

President
JEFFREY LEVINE



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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

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 _____, 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 AECOM Technical Services, Inc., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 1255 Broad Street, #201, Clifton, New Jersey 07013.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PE-15** entitled "**Engineering Services for Construction Administration and Construction Management for New Residuals Handling Facility at PVWC's Little Falls Water Treatment Plant**" (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 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 Proposals dated November 14, 2024, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for the administration of PVWC's Contract #23-B-08, titled "Residuals Handling Upgrade/Replacement" for up to a **three-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 negligent performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT shall be as stipulated and/or required by PVWC in Appendix E, or, where not stipulated and/or required by PVWC in Appendix E, shall be in accordance with the PROPOSAL. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses.

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

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

5. PVWC will provide to PROFESSIONAL all available information, including previous reports, bidding documents and any other data in its possession relevant to the subject 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: \$2,000,000 Each Occurrence / \$4,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$2,000,000 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: \$5,000,000 each claim / \$5,000,000 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 (if applicable): \$5,000,000 Each Act / \$5,000,000 Aggregate
- H. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate
- I. Umbrella/Excess Liability: \$5,000,000 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. 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.

AECOM Technical Services, Inc.

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 23-PE-15
 “Engineering Services for Construction Administration and
 Construction Management for New Residuals Handling
 Facility at PVWC’s Little Falls Water Treatment Plant”
 AECOM Technical Services, Inc.

Amount of Project or Contract:

\$5,019,091.00 – Project No. 23-PE-15

1. Acct: # 001-0901-419-95-44 Capital/Residuals Treatment
2. Specific Appropriation to which expenditures will be charged:
Capita - 2024/2025/2026

Other comments: Three Year Commencing in February 2024

Date of Certification: February 28, 2024

Amount Certified: \$5,019,091.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-024

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO PROCURE TWO E88 R-2 SERIES BOBCAT COMPACT EXCAVATORS FROM COOPERATIVE PRICING COOPERATIVE

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission needs to procure two (2) E88 Series Bobcat Compact Excavators to allow the Distribution crews to repair mains more efficiently; and

WHEREAS, the Bergen County Purchasing Cooperative Group #CK-04, Grounds Division 20-09 (the "Cooperative") shall be used for the procurement of said E88 R-2 Series Bobcat Compact Excavators; and

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

WHEREAS, PVWC has elected to procure the above-referenced loader from Bobcat of North Jersey of Totowa, New Jersey (the "Awardee") under the Cooperative, in the amount of \$278,212.00 a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

WHEREAS, 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 as **Exhibit B**.


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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Loader is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

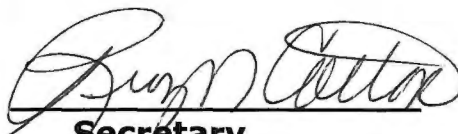
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE



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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Product Quotation
 Quotation Number: PB309826
 Quote Sent Date: Jan 25, 2024
 Expiration Date: Feb 24, 2024

Prepared By
 Patrick Barckett
 Phone: 201-446-0127
 Email: patrick.barckett@njbobcat.com

Customer
 Passaic Valley Water Commission
 1525 MAIN AVE
 CLIFTON, NJ, 07011-2195
 Phone: +1 973 768 4655

Contact

Dealer
 Bobcat of North Jersey, Totowa, NJ
 201 MALTESE DRIVE
 TOTOWA, NJ, 07512

Item Name	Item Number	Quantity	Price Each	Total
E88 R2-Series Bobcat Compact Excavator	M3327	1	100,174.00	100,174.00
Standard Equipment:				
65.9 HP Turbocharged, Tier 4, Non DPF			Horn	
Auto-Idle			Integrated Bucket Link Lift Point	
Auto-Shift, Two Speed Travel			Keyless Start	
Auxiliary Hydraulics - w/ Arm Mounted Quick Couplers & Selectable Flow Rate			LED Work Lights - 2 front facing cab mounted, 1 under boom	
Cab, Enclosed with HVAC - ROPS/TOPS & Level 1 FOPS			Lift Eye	
Includes:			Long Arm	
Radio Ready			Mirrors - Left and Right Side	
Cup Holder			Pin - On Attachment Mounting System	
Retractable Seat Belt			Rubber Tracks	
Deluxe Cloth Suspension Seat			Deluxe Display	
Control Console Locks			Telematics - Machine IQ	
Control Pattern Selector Valve (ISO/STD)			Warranty: 2 years, or 2000 hours whichever occurs first	
Dozer Blade w/ Float				
Engine/Hydraulic Monitor with Engine Idle				
Fingertip Auxiliary Hydraulics				
Fingertip Boom Swing Control				
Cab Deluxe Package	M3327-P11-C12	1	3,756.00	3,756.00
<i>Included: Cab Deluxe Package; *MUST SELECT HYDRAULIC PIN-GRABBER READY OR HYDRAULIC PIN-GRABBER*, Long Arm, Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm</i>				
Add-On Counterweight - Long Arm	M3327-R03-C09	1	2,206.00	2,206.00
Hydraulic Activated Pin-Grabber Quick Coupler	M3327-R06-C17	1	6,838.00	6,838.00
Hydraulic Clamp - Long Arm - Class VI w/ Diverter Valve	M3327-R08-C15	1	5,667.00	5,667.00
24" Class 6 SD MX Bucket. 55mm pins not included.	7457616	1	2,325.00	2,325.00
HB1380 Breaker with Nail Point	7157576	1	16,490.00	16,490.00
Hose Kit - HB1180,HB1380,HB2380 & NB170,NB180 - E63,E80,E85,E88	7176608	1	461.00	461.00

Pin-On Mounting Cap E85 R Series	7307177	1	1,189.00	1,189.00
Total for E88 R2-Series Bobcat Compact Excavator				139,106.00
			Quote Total - USD	139,106.00
			Sales total before Taxes	139,106.00
			Taxes	0.00
			Quote Total - USD	139,106.00

Pricing thru the Bergen County Co-op Buying Group #CK-04, Grounds Division 20-09

Customer Acceptance:	
Quotation Number: PB309826	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Bobcat of North Jersey
Totowa, NJ**

Amount of Project or Contract: **\$278,212.00**

1. Acct: #- 001-0901-419-95-04 - CAPITAL/VEHICLES

Specific Appropriation to which expenditures will be charged: **Capital Budget 2024**

Other comments: **Single Purchase: Distribution
Two (2) E88 Series Bobcat Compact Excavators
Bergen County Purchasing Cooperative
Group #CK-04, Grounds Division 20-09**

Date of Certification: **February 28, 2024** Certified: **\$278,212.00**

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-025

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE ONE (1) RAMVAC HX-12 TRUCK
MOUNTED HYDRO EXCAVATOR FROM
COOPERATIVE PRICING COOPERATIVE**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission needs to procure one (1) RAMVAC HX-12 Truck Mounted Hydro Excavator to allow the Distribution crews to repair mains more efficiently; and

WHEREAS, the Bergen County Purchasing Cooperative Group #CK-04, Grounds Division 20-09 (the "Cooperative") shall be used for the procurement of said RAMVAC HX-12 Truck Mounted Hydro Excavator; and

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

WHEREAS, PVWC has elected to procure the above-referenced loader from Jet Vac Equipment of Rockaway, New Jersey (the "Awardee") under the Cooperative, in the amount of \$571,283.41 a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

WHEREAS, 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 as **Exhibit B**.

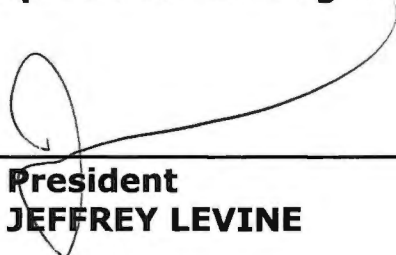
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Loader is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

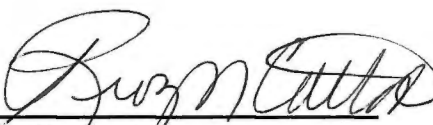
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
KO LODZIEJ, J.	<u>X</u>	—	—	—
DE PADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE



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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Date:	Wednesday, January 10, 2024
Distributor:	Jet Vac Equipment
Salesperson:	Rob Schick, Regional Sales Representative
End User:	Passaic Valley Water Commission
Address:	
City, State, Zip:	
Phone:	
Contact:	
Email:	



RAMVAC HX-12 Truck Mounted Hydro Excavator

Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" HG vacuum rating Cyclone Separator Heavy Duty Final Filter Box Vacuum Enhancer Directional Discharge System Hydrostatic Blower Drive via rear mount chassis engine pump drive Electrical: NEMA 4 Control Panel Wireless Remote Control Hour Meter Debris Tank: 12 cubic yards (2500 gal) Debris Tank Debris Level Indicator Hydraulic Dump, 50° Dump Angle (Cylinder) Fold Down Pipe Rack Debris Tank Flush Hydraulic Powered Open/Close Rear Door	Water System: 1300 gal Duraprolene tank capacity Hydraulic Powered Water Pump Via Transmission PTO Drive (0 - 10 gpm @ 2500 psi) Water Pressure Display 400,000 BTU Water Heater 2.5" Hydrant Fill system w/ 25' hose Air Purge Valve, Recirculation System and Wash Station 75' of 3/8" Hose w/ retractable reel Boom: Powered boom 330° Working Radius Boom Reach - 18' extendable to 23' Compartment: Steel shroud encloses all water components 80,000 BTU Compartment Heater Roll Up Doors Heated Equipment Locker	Truck: Mounting to approved chassis Alum Toolbox 18"x18"x30" Alum Toolbox 18"x18"x36" driver Alum Toolbox 18"x18"x74" passenger Mud flaps, Bumper LED D.O.T. approved lighting Accessories: (4) 8" x 6' Extension Tubes (5) Quick Clamps 8" (1) 8" x 6' Digging Tube Kit, Wand, Digging, Hydro-Ex Truck Wand, Digging, Hydro-Ex Truck Washdown Gun Kit & Nozzle (1) Hydrant Wrench 25' Fill Hose (1) Paper Owner's Manual
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BASE UNIT AS OUTLINED ABOVE (200" CHASSIS CT REQUIRED)	\$	366,253.00	1	\$	366,253.00
		SELECTED OPTIONS:		\$	44,442.00
		LESS SOURCEWELL DISCOUNT (CONTRACT #101221-SCA)	3%	\$	(10,987.59)
		NET PRICE OF MODULE:		\$	399,707.41
		CHASSIS (WESTERN STAR 47X, TA W/ PUSHER, 450HP):		\$	166,776.00
		FREIGHT / PDI:		\$	4,800.00
		PROPOSED TOTAL:		\$	571,283.41

ENCLOSURE AND TOOL TRAYS:			
Behind the Cab Expanded Metal Tool Tray (8"H X 10"W X 62"L)		1	
Insulation of Shrouded Compartment		1	
EXCAVATION SYSTEM(S) ATTACHMENTS:			
Debris Inlet Water Misting System		1	
Variable Degree Washdown Gun		1	
VACUUM OPTIONS:			
8" Vacuum Tube Handle - Clamp		1	
DEBRIS BOX & BOOM:			
Central Lubrication System		1	
Debris Body Vibrator		1	
Liquid Level Audible Alarm		1	
Boom Catwalk		1	
Decant Screen On Rear Door Port		1	
Boom Out-Of-Position Alarm		1	
ELECTRICAL & LIGHTING:			
Grounding Reel (75') & Spike		1	

FREIGHT AND/OR APPLICABLE TAX NOT INCLUDED

2024

LED Arrow Stick		1	
LED Worklight - Boom (2)		1	
LED Worklight - Shroud (2)		1	
LED Worklight - Rear (2)		1	
LED Spotlight - Wireless, Rechargeable		1	
Twelve (12) Light Premium Strobe Package		1	
Wireless Remote Water Pressure Control		1	
CHASSIS:			
Air Purge Winterizations System		1	
Rear Back up Camera System w/ 7' Color Monitor Mounted in Cab		1	
Six (6) 28" D.O.T. Safety Cones and Holder		1	
PAINT (SHROUD & DEBRIS TANK):			
Special Paint: Solid Colors		1	
SPECIAL NOTES AND QUOTATIONS:			
Machete HX Digging Tip		1	
Marksman HX Lift Station Tip		1	
<p>Distributor reserves the right to adjust the prices listed herein to reflect changes in actual costs and changes in circumstances. The parties understand and agree that the prices listed herein are subject to change to reflect the prices in effect at the time of delivery. In the event of a price increase, Distributor shall notify the End User and afford End User an opportunity to accept. Notwithstanding the aforementioned, Distributor reserves the right to cancel this order at any time for any reason.</p>			

FREIGHT AND/OR APPLICABLE TAX NOT INCLUDED

2024

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Jet Vac Equipment
Rockaway, NJ**

Amount of Project or Contract: \$571,283.41

- 1. Acct: #- 001-0901-419-95-04 - CAPITAL/VEHICLES

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

Other comments: Single Purchase: Distribution
One (1) RAMVAC HX-12 Truck Mounted Hydro Excavator
Bergen County Purchasing Cooperative
Group #CK-04, Grounds Division 20-09

Date of Certification: February 28, 2024 Certified: \$571,283.41

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-026

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE SERVICES TO UPGRADE THE AUDIO
VIDEO COMMUNICATIONS AT THE LITTLE FALLS AUDITORIUM
FROM A COOPERATIVE PRICING ALLIANCE**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the current audio video equipment at the Little Falls Auditorium is outdated and must be upgraded for the purpose of formal presentations to internal and external audiences; and

WHEREAS, the PVWC seeks to procure services to upgrade the audio video communications equipment at the Little Falls Auditorium; and

WHEREAS, New Jersey Purchasing Alliance of Bergen County, Contract Number CK04, Subcontract Number 22-24 (the "State Contract"), as described on Quotation Number 24289617, see **EXHIBIT A**, is for the procurement of said equipment needed to complete these essential IT-related AV projects; and

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

WHEREAS, PVWC has elected to procure the above-referenced network equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$108,391.29, a copy of a memorandum dated January 31, 2024, from the IT Department, attached hereto as **Exhibit B**: 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 as **Exhibit C**; and

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

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the IT Department;

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

1. That the State Contract for procurement of the above-referenced equipment is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

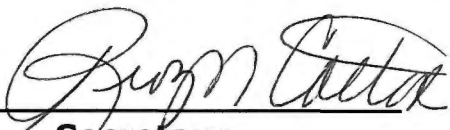
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

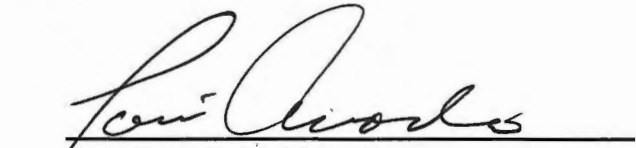


Secretary
RUBY N. COTTON

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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
 Quotation #: 24289617
 Created On: Dec-15-2023
 Valid Until: Dec-29-2023

NJ-City of Passaic Valley Water Commission

Inside Account Manager

Henry Hernandez
 1525 Main Avenue
 Clifton
 NJ
 07011
 Phone: 973-340-4300 ext. 4308
 Fax:
 Email: hhernandez@pvwc.com

Robert LaRue
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 1-888-744-4084
 Fax:
 Email: Robert_LaRue@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Nomad LT-E Multimedia Podium (Base-Model LT) Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$31,195.65	\$31,195.65
2 BUILT-IN COMPUTER PACKAGEAllows users to present content from USB drives, internet sources or installed applications.Package includes an integrated micro form factor PC, standard keyboard and mouse, retractable keyboard tray, USB extension to convenient location and network port extension to I/O panel. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$2,179.35	\$2,179.35
3 ANNOTATION PACKAGEAllows annotation over any presented image using a touch-screen confidence monitor.Package includes the integration of annotation hardware and upgrades confidence monitor to touch-screen. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$3,244.57	\$3,244.57
4 HDBASET DISTRIBUTION AMPLIFIERSplits a single HDMI video source into up to four HDBaseT outputs. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$1,815.22	\$1,815.22
5 GOOSENECK MIC PACKAGE (W/ MUTE)18" Gooseneck microphone with mute switch. Mic audio is mixed with source audio when combined with a mixer package. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$635.87	\$635.87

6	AUDIO INPUT EXPANSION (AVB) Adds up to four remote channels of analog audio input into the audio solution to be transferred via AVB. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$1,179.35	\$1,179.35
7	75" PROFESSIONAL-GRADE 4K MONITOR PACKAGE Package includes 75" Professional-Grade, 4K monitor, tilting wall mount and HDBaseT receiver to receive signal from HDBaseT Distribution Amplifier. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	2	\$3,788.04	\$7,576.08
8	ARTICULATING MOUNT UPGRADE PACKAGE Upgrade from standard tilting wall mount to an articulating wall mount (For monitors up to 75") Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	2	\$538.04	\$1,076.08
9	UPGRADE STANDARD 65" 4K MONITOR TO LASER PROJECTOR Upgrade from standard 65" Professional-Grade, 4K monitor to a 7500 Lumen Laser Projector and ceiling mount. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$6,592.39	\$6,592.39
10	CAMERA/MULTIPLEXER PACKAGE Multiplexer allows both cameras and presented video content to be combined into a single video feed that will act as the conferencing PC's camera to be shared with remote participants. Package includes two fixed IP box cameras, camera wall mounts, one 4-channel, 1080p multiplexer and a PoE+ network switch to facilitate communication and power to cameras Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$11,494.57	\$11,494.57
11	HDBASET RECEIVER Allows HDBaseT signals originating from an HDBaseT Distribution Amplifier to be converted to HDMI for display within camera multiplexer. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$505.43	\$505.43
12	IMAGE CAPTURE PACKAGE Allows any HDMI image to be input into a PC with a USB 3.0 port as a camera. Package includes an HDMI to USB capture card to be connected to the conferencing PC. Video extension to PC NOT included with this package. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$1,282.61	\$1,282.61
13	HDBASET DISTRIBUTION AMPLIFIERS Splits a single HDMI video source into up to two HDBaseT outputs plus an HDMI loop-through. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04	1	\$1,673.91	\$1,673.91

14	75" PROFESSIONAL-GRADE 4K MONITOR PACKAGE Package includes 75" Professional-Grade, 4K monitor, tilting wall mount and HDBaseT receiver to receive signal from HDBaseT Distribution Amplifier. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	2	\$3,788.04	\$7,576.08
15	ARTICULATING MOUNT UPGRADE PACKAGE Upgrade from standard tilting wall mount to an articulating wall mount (For monitors up to 75") Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	2	\$538.04	\$1,076.08
16	22" LCD, 1080p Monitor Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$429.35	\$429.35
17	COMM PORT EXPANDER Adds remote comm port to the control system. Will be used to send power commands to conferencing monitors. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$538.04	\$538.04
18	COMPACT AUDIO DSP The audio digital signal processor (DSP) is the core of the room audio solution. It manages all signal routing as well as audio processing to equalize the room based on acoustics. Includes eight channels of acoustic echo cancellation (AEC) for better video conferencing results. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$7,625.00	\$7,625.00
19	PENDANT MICROPHONE PACKAGE Includes a pendant microphone with an amplifier built into its receiver box and two additional microphones that can be daisy chained for additional coverage. Ceiling mounting hardware also included. Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	2	\$5,815.22	\$11,630.44
20	CEILING SPEAKERS 6.5" flush-mounted ceiling speakers Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	4	\$282.61	\$1,130.44
21	ON-SITE PRE-INSTALLATION ENGINEERING VISIT (services required will be defined in Scope of Work) Nomad Technologies - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24	1	\$3,152.17	\$3,152.17
22	ON-SITE INSTALLATION, INTEGRATION AND COMMISSIONING SERVICES (services required will be defined in Scope of Work)	1	\$4,782.61	\$4,782.61

Contract #: CK04
Subcontract #: 22-24

Total \$108,391.29

Additional Comments

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Overview

Nomad will provide a Nomad LT presentation system and accompanying video distribution, audio, and camera solutions for the Passaic Valey Water Commission conference room.

1. Presentation System

- a. Furniture – Nomad LT Podium
 - i. Large work surface area
 - ii. 11U rack space with smoked acrylic cover for improved security and appearance
 - iii. Convenient electrical outlet with USB ports for personal device charging
 - iv. Convenient I/O access with labeled ports
 - v. Fully retractable design with soft-close slides to prevent drawers from slamming
 - vi. Secured components and cabling
 - vii. Enhanced service access, front and rear
 - viii. Active cooling
 - ix. Standard colors – Yorkshire Cherry (Pionite WC411) or Burnt Strand (Formica 6307)
 - x. 6' and 12' power cord included
 - xi. Dimensions: (Closed: 26.25"D x 32.625"W x 47.5" H) (Open: 34.75"D x 70.625" x 53.25"H)
- b. Input Sources
 - i. Document Camera
 1. 1080p resolution
 2. 12x optical, 12x digital zoom
 3. Auto on/off, turns on when drawer is opened, turns off when drawer is closed
 - ii. Built-In Presentation PC
 1. Tactile keyboard and mouse on retracting keyboard drawer
 2. Convenient USB port on top of podium for quick connection of USB drives
 3. PC specifications:
 - a. Micro Form Factor (does NOT include DVD/CD disc drive)
 - b. Windows 11 Professional operating system
 - c. Intel i5 processor
 - d. 8GB RAM
 - e. 256GB SSD Hard Drive
 - iii. Tethered HDMI and USB-C cables embedded in retractable shelf for convenient placement and simple, reliable connection of personal devices
- c. Touch-Screen Confidence Monitor
 - i. 22" 1080p LED monitor
 - ii. Allows presenters to conveniently view the image that is being displayed throughout the conference room
 - iii. Mounted on a proprietary tilt mechanism that can withstand touch pressure during annotation without collapsing
 - iv. Allows annotation over both still and video images using a finger or capacitive touch stylus (stylus not included)

- d. Audio
 - i. Conveniently mounted gooseneck microphone with mute switch
 - 1. Microphone signal will be sent to the conference room audio solution
 - ii. Source audio connectivity to the room audio solution
 - iii. Podium microphone and source audio will connect to room audio solution via a single Cat6 cable
- e. Control System
 - i. Control processor
 - ii. 7" wired touch-screen control panel
 - iii. Allows users to:
 - 1. Select input sources
 - 2. Control document camera functionality
 - 3. Control volume of source audio
 - 4. Control annotation features
 - 5. Select multiplexer presets (*see Video Conferencing section for details*)
 - 6. Turn large format monitors and projector on and off
 - 7. Control system master power on/off

2. HDBaseT Video Distribution

- a. The core of the HDBaseT video distribution solution will be housed in the Nomad LT podium
- b. All needed HDBaseT endpoints are included to manage the video distribution portions of the conference room presentation solution
- c. Large format monitors
 - i. Two 75" professional grade monitor rated for prolonged duty cycle
 - 1. Include articulating wall mounts for proper positioning
 - 2. Reliable RS232 control for power on/off control
 - ii. Will be positioned in back corners of the room for easier viewing by audience members located in the back of the room
- d. Projector
 - i. 7000 lumen laser projector
 - 1. Includes ceiling mounting hardware (to be mounted in same location as current projector)
 - 2. Reliable RS232 control for power on/off control
 - ii. Will re-use existing projector screen, will continue to be controlled via the wall plate buttons in the PC cubby

3. Audio Solution

- a. Professional digital signal processor to handle audio mixing, processing and distribution
- b. Six ceiling pendant microphones
 - i. Used to pick up in-room audience members so they can be heard by remote audience participating through video conference (MS Teams)
 - ii. Include indicator lights that only on when a Teams call is active

CONFIDENTIAL - THIS DOCUMENT NOT TO BE USED AS ANY SPECIFICATION

1. Red when Teams/microphones are muted
2. Green when Teams is unmuted and microphones are active
- iii. Plenum-rated microphone boxes include audio amplifiers to power ceiling speakers
- iv. Nomad to provide detailed diagrams/descriptions of where microphones are to be located in the room for optimal coverage
- c. Four flush-mounted 6.5" ceiling speakers
 - i. The following will be heard through the room speakers:
 1. Content audio from presented sources
 2. Presenter's voice from podium-mounted gooseneck microphone
 3. Video conference audio (remote participants) from conferencing PC

4. Video Conferencing (MS Teams)

- a. Video conference calls to originate at the conference room PC located in the wall cubby
- b. Two 1080p box cameras
 - i. One located in back of room to capture presenter
 - ii. One located in the front of room to capture audience members
- c. 4-channel multiplexer will combine both cameras and presented content
 - i. Conferencing PC will see the multiplexer as a USB camera to be presented through video conference calls
 - ii. Multiplexer will be set up with multiple presets so presenter can choose what remote participants are seeing, some examples include:
 1. Presenter camera only
 2. Presenter camera plus presented content
 3. Both cameras
 4. Both cameras plus presented content
 5. Presets and layouts to be decided upon in collaboration with customer
 - iii. Multiplexer will be set up to record to a connected USB storage device, touch panel will allow recording to be started/stopped
- d. Audio
 - i. Audio input to and output from conferencing PC will occur on a single USB connection
 - ii. Remote participants will receive audio from:
 1. Podium gooseneck microphone
 2. All ceiling microphones (when active)
 3. Content audio from presented sources
 - iii. Video conference audio will be heard through room speakers
- e. Video display of remote participants
 - i. Conferencing PC's video output will feed two 75" monitors located in the front corners of the room
 1. Front monitors will only display video from conferencing PC, not content presented from the podium (projector screen will show presented content)
 2. Presenter will be able to easily see remote participants on the monitor opposite the podium

3. Nomad will provide a new 22" monitor to act as the local monitor for the conferencing PC in the wall cubby

5. Nomad Responsibilities

- a. Onsite pre-engineering visit to identify any special facilities requirements, verify equipment placement, and for coordination with the electrician, low voltage installer and county facilities staff
- b. Provide Nomad Cable Schedule to guide electricians or low voltage contractors as to what cabling infrastructure, high and low voltage is needed (system design intended to minimize new cable run requirements)
- c. Programming the AV control system and touch panel
- d. Populating and wiring the podium with all equipment to be supplied
 - i. Configure and pre-test all equipment in Nomad's manufacturing facility
- e. Commissioning and/or configuring all Nomad supplied equipment in the conference room, with the exception of any owner provided equipment
 - i. System commissioning will take place during normal business hours, Monday-Friday.
 - ii. Commissioning includes placing AV equipment in the proper locations, interfacing with pre-installed cable infrastructure, providing and connecting patch cables and performing proper cable management.
- f. Testing system functionality
- g. Get signoff from authorized staff once system functionality has been fully commissioned
- h. Onsite demonstration – when Nomad has the conference room completed, Nomad will demonstrate functionality to PVWC staff.
- i. Nomad will develop and provide online video training for Staff hosted by the Viduals™ platform
 - i. Training to include multimedia content with professional narration and animations
 - ii. Accessible online 24/7 from anywhere
 - iii. Content covers operation, troubleshooting, safety and damage avoidance
 - iv. Training will be specific to the configuration purchased vs. generic content, avoiding "if equipped" language
 - v. Table of contents allows users to watch specific topics of interest
 - vi. Imbedded PDF user manuals are accessible as part of the training content
 - vii. For a sample of expectation... <http://www.nomadavsystems.com/online-training/> Click on SAMPLE TRAINING button
- j. Five-year warranty, includes:
 - i. Over-the-phone troubleshooting assistance
 - ii. On-site repair labor
 - iii. Over-the-phone repair walkthrough, during Nomad normal business hours
 - iv. Remote internet support
 - v. Replacement parts, as necessary
 - vi. Viduals™ subscription for training content access

6. Customer Responsibilities

- a. Provide AC power
 - i. AC Circuit capable of accommodating the power load of:
 - 1. Nomad LT podium (on 15 amp service, approximately 3 to 5 amp load)
 - ii. Any needed AC power (120v outlets) at:
 - 1. Each of four wall-mounted 75" monitors (2 outlets/1 duplex needed)
 - 2. Work shall be performed in advance of Nomad installation and certified that all AC power has been properly run and tested.
- b. Pull, terminate, label, and test all low voltage cabling
 - i. Provide any needed wall plates, floor boxes, keystones, inserts, etc.
 - ii. Secure or remove old wiring, per customer requirements
 - iii. Work shall be performed in advance of Nomad installation and certified that all low voltage has been properly run and tested.
- c. Install four wall-mounted 75" monitors
- d. Install new projector
- e. Install ceiling microphones and speakers per Nomad and manufacturer documentation
- f. Software to be installed on the PCs is the owner's responsibility. Nomad supplied PCs operating system shall be Windows 11 Professional.
- g. County facilities staff, low voltage contractor and electrician shall be on-call and available during Nomad installation to correct any deficiencies or changes in customer requirements.

Typical Progress Payments

Nomad will issue invoices for progress payments. 2% 15, net 30 terms will apply to all invoices

1. 10% with purchase order

Nomad will collaborate with staff to document full, detailed Scope of Work

SOW documentation will define/include:

- Functionality
- Hardware configuration
- Programming SOW
- Drawings
- Final configuration pricing
- Develop commissioning checklist for final approval

2. 50% to purchase hardware once final SOW is agreed upon

- Set, in writing, a mutually agreeable delivery date*
- Nomad will order hardware and place order for programming
- Integration
- Testing
- Shipping

3. 30% upon delivery of all hardware at customer location. Typical lead times are 4-8 weeks.

4. 10% Final payment due on final commissioning of the system

If additional time on-site is required to complete commissioning due to factors beyond Nomad's control, such as acts of God, or the inability of the PVWC to fulfill the responsibilities as defined in the Scope of Work, additional charges from Nomad will be incurred by the PVWC, including but not limited to labor and travel charges.

* If the customer is unable to fulfill its responsibilities prior to the mutually agreed upon delivery date and requests a delay in shipment, the customer agrees to make the 30% progress payment as if delivery of hardware had occurred.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

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

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: January 31,2024
Re: Recommendation to contract SHI/Nomad AV Systems for the Passaic Valley Water Commission Little Falls Plant Auditorium upgrade.

Permission to contract SHI/Nomad AV Systems, under the New Jersey Purchasing Alliance of Bergen County, for the PVWC audio video communications systems upgrade. The current system is a quilt work of different technologies, that Commission must rely upon for formal presentations to internal and external audiences.

Presentation outcomes are uneven, from an equipment reliability perspective, resulting in interruptions and malfunctions that detract from the information being communicated. Many complaints have been lodged with the IT department, granting permission to upgrade the technology will help provide a better user experience.

Nomad Audio Visual Systems has architected a custom platform, tailored to the Commission's needs. It is a turnkey solution that provides everything from training, support and operating manuals. In fact the vendor proposes a turnkey solution that contains

- Presentation system furniture (podium).
- Input sources (Document Camera, Built-in presentation PC, Tethered HDMI and USB-C cables).
- Touch Screen Confidence monitor, two 75" professional grade monitor.
- Audio (Plenum rated microphone boxes include audio amplifiers to power ceiling speakers)
- Control System
- Projector (7000 Lumen laser projector)
- Six ceiling pendant microphone
- Develop and provide online video training for Staff, accessible 24/7 (operations, troubleshooting, safety and damage avoidance, PDF user manuals)
- Commissioning and/or configuring all Nomad supplied equipment in the conference room
- Onsite demonstration
- Five year warranty. (Over the phone troubleshooting assistance, Onsite repair labor, remote internet support, replacement parts as necessary)

If approved, we have a detailed quote in the amount of \$108,391.29, from SHI International Corp. to cover the scoped work.

PASSAIC VALLEY WATER COMMISSION

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: **Procure Services to Upgrade the Audio Video Communications at the Little Falls Auditorium from New Jersey Cooperative Purchasing Alliance of Bergen County, CK04, Subcontract 22-24 SHI Corporation**

Amount of Project or Contract: \$108,391.29

1. Acct: # 001-0901-419-95-05 CAPITAL/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
Capital - 2024

Other comments: One Time Purchase Under New Jersey Cooperative Purchasing Alliance of Bergen County Contract CK04, Subcontract 22-24

Date of Certification: February 28, 2024

Amount Certified: \$108,391.29

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-027

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-B-04 ENTITLED
"FURNISH AND INSTALL FILTER MEDIA AT THE LFWTP"**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on February 22, 2024, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-04 entitled "Furnish and Install Filter Media at the LFWTP"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Calgon Carbon Corporation of Moon Township, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$681,200.00, for a period of one (1) year; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of the said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefore; 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 as **Exhibit B**;

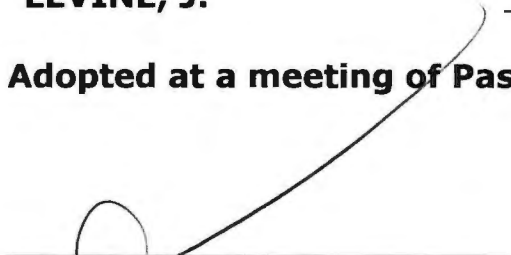
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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, as set forth hereinabove; 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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

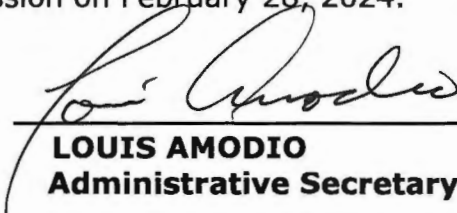


Secretary
RUBY N. COTTON

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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title GAC Replacement
 Contract # 24-B-04
 Bid Tabulation Evaluation
 Bid Opening Date: 2/22/2024 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Calgon Carbon Corporation	<input type="checkbox"/> Certified Check	\$681,200.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> 10% Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> \$20,000 Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract 24-B-024
"Furnish and Install Filter Media at the LFWTP"
Calgon Carbon Company

Amount of Project or Contract:

\$681,200.00 – Contract 24-B-04

Acct: # 001-0901-419-95-48 Capital/Filter Media

1. Specific Appropriation to which expenditures will be charged:
Capital - 2024/2025

Other comments: One Year Commencing in February 2024

Date of Certification: February 28, 2024

Amount Certified: \$681,200.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-028

PASSAIC VALLEY WATER COMMISSION

RESOLUTION AUTHORIZING AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH PASSAIC COUNTY REGARDING COUNTY RIGHT-OF-WAY

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission ("PVWC") filed an Application for Site Plan Approval ("Application") to construct and develop real property on a Passaic County (the "County") roadway located at 800 Union Boulevard, Totowa, New Jersey ("Project"); and

WHEREAS, the slope of PVWC's driveway is graded in such a manner that all stormwater, silt, and debris would flow away from the County right-of-way; and

WHEREAS, in lieu of requiring modifications to the driveway, the County Planning Board required PVWC to enter into an agreement (the "Agreement") to protect and hold the County harmless for any and all damage caused to PVWC's Property in connection with any stormwater, silt, or debris that enters PVWC's Property from the County right-of-way (**Exhibit A**); and

WHEREAS, the Agreement has been reviewed by General Counsel and the Director of Engineering and is recommended for acceptance.

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

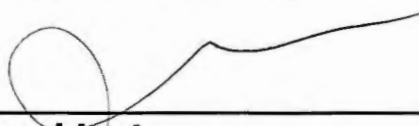
1. That the Agreement with the County is hereby authorized and approved; and
2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents

as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

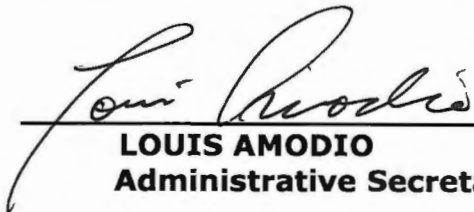


Secretary
RUBY N. COTTON

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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made on _____, 2024, between, the Passaic Valley Water Commission (“Applicant”) with an address at 1525 Main Ave, Clifton, NJ 07011 and Passaic County (“County”), with an address at 401 Grand Street, Room 417, Paterson, New Jersey 07505 (“Applicant” and “County” collectively referred to as the “Parties”).

WITNESS:

WHEREAS, Applicant filed an Application for Site Plan Approval (“Application”) to construct and develop real property on a Passaic County roadway located at 800 Union Boulevard, Totowa, New Jersey (“Project”); and

WHEREAS, a Site Plan, originally dated July 2022, revised on August 24, 2023 (“Site Plan”), prepared by Mark A. Tompeck, P.E. was submitted to the Passaic County Planning Board (“County Board”), received a review letter (“Site Plan Approval”) granting conditional approval to the application, subject to certain terms and conditions set forth therein; and

WHEREAS, the slope of the Applicant’s driveway is graded in such a manner that all stormwater, silt, and debris would flow away from the County right-of-way; and

WHEREAS, in lieu of requiring modifications to the driveway, the County Planning Board required the Applicant to enter into an agreement to protect and hold the County harmless for any and all damage caused to Applicant’s Property in connection with any stormwater, silt, or debris that enters the Applicant’s Property from the County right-of-way; and

WHEREAS, the Applicant submits this Agreement to comply with the terms of the Site Plan Approval.

NOW, THEREFORE, for good and valuable consideration received by Applicant, and for further good cause, Applicant herewith agrees to the following:

1. The Applicant waives any and all claims against the County of Passaic for any and all damage to Applicant’s Property that may be caused by any stormwater, silt, or debris that enters the Applicant’s Property from the County right-of-way.
2. The Applicant shall indemnify and hold the County harmless for any and all claims against the County of Passaic for any and all damage to Applicant’s Property that may be caused by any stormwater, silt, or debris that enters the Applicant’s Property from the County right-of-way.
3. Notwithstanding the foregoing, the Applicant’s obligation to indemnify and hold the County harmless shall not extend to any claims arising from gross negligence or willful misconduct on the part of any officers, employees, contractors, subcontractors, representatives, invitees, volunteers or agents of the County.
4. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns and shall be a covenant that runs with the land described above and this Agreement shall be recorded in the office of the Passaic County Clerk’s Office.
5. This Agreement shall be governed by the Laws of the State of New Jersey and shall only be amended in writing signed by all Parties.

Witness:

Applicant:

Name:
Title:

By: _____
Name:
Title:

COUNTY OF PASSAIC

Name: Louis E. Imhof III
Title: Clerk to the Board

By: _____
Name: John W. Bartlett
Title: County Commissioner Director

RECORD AND RETURN TO:
OFFICE OF THE COUNTY COUNSEL
401 GRAND STREET, ROOM 214
PATERSON, NJ 07505

STATE OF NEW JERSEY }
 }
COUNTY OF PASSAIC }

I CERTIFY that on _____, 2024, _____,
personally known to me or proven to me under oath and to my
satisfaction, personally appeared before me and did acknowledge
under oath and to my satisfaction that:

- (a) This person is an authorized representative of the Passaic Valley Water Commission the maker of the attached instrument;
- (b) This person is authorized to and did execute this instrument as Authorized Representative of the entity in this instrument;
- (c) This document was signed and delivered by voluntary act within the signer's authority;
- (d) This person attested to the truth of these facts.

Notary Public

STATE OF NEW JERSEY }
 }
COUNTY OF PASSAIC }

I CERTIFY that on _____, 2023, John W. Bartlett,
personally known to me or proven to me under oath and to my
satisfaction, personally appeared before me and did acknowledge
under oath and to my satisfaction that:

- (a) This person is the Director of the Board of County Commissioners of COUNTY OF PASSAIC,
- (b) This document was signed and delivered by voluntary act within the signer's authority;
- (c) This person attested to the truth of these facts.

Notary Public of State of New Jersey

RESOLUTION NO. 24-029

**RESOLUTION TO RECOMMEND UTILIZATION OF NEPTUNE
METERING TECHNOLOGY FOR METER REPLACEMENT PROGRAM**

DATE OF ADOPTION: FEBRUARY 28, 2024

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on June 9, 2021, the Passaic Valley Water Commission ("PVWC") approved a Resolution for the "Procurement of Water Metering System as Proprietary Goods," which authorized PVWC to procure a water metering system under the Proprietary Goods Exception to the Local Public Contracts Law ("LPCL") (**Exhibit A**); and

WHEREAS, at that time, PVWC contracted with Neptune Technologies ("Neptune") and determined to undertake an evaluation process of various vendors; and

WHEREAS, PVWC contracted with Suburban Consulting Engineers, Inc. ("SCE") to evaluate various vendors, including a review of equipment, capabilities, accessories, cost, and performance; and

WHEREAS, following a comprehensive review and thorough analysis of the survey findings and cost comparison, SCE has recommended Neptune to be PVWC's meter technology provider (**Exhibit B**); and

WHEREAS, PVWC wishes to conclude the process under the Proprietary Goods Exception and contract with Neptune for its metering technology.

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


1. That PVWC shall contract with Neptune, in accordance with the recommendations referenced above.

2. That this Resolution shall remain in effect henceforth, unless and until a change in circumstances or law no longer allows PVWC to procure the water metering system in this manner.
3. That appropriate officials and employees of PVWC be and are hereby directed to procure the water metering system in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

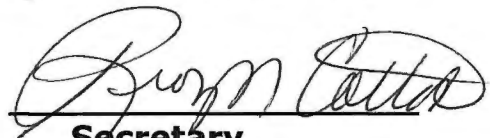
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE




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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**RESOLUTION # 21-57
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
PROCUREMENT OF WATER METERING SYSTEM AS
PROPRIETARY GOODS**

DATE OF ADOPTION: June 9, 2021

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

Introduced by Commissioner: **Joseph Kolodziej**

Seconded by Commissioner: **Carmen Depadua**

WHEREAS, the Passaic Valley Water Commission ("PVWC") wishes to restrict the brand of water metering system that bidders may supply to the PVWC under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

WHEREAS, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

WHEREAS, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when those brands of goods are "necessary for the conduct of [the Contracting Unit's] affairs" (hereinafter "the Proprietary Goods Exception") (see N.J.S.A. § 40A:11-2(39); N.J.A.C. § 5:34-9.1(a)(2)); and

WHEREAS, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods "of a specialized nature" by one manufacturer, and the need for a certain brand is greater (or more valuable) than the "public benefit of permitting 'brand name or equivalent' and the benefits of ... competition", the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

WHEREAS, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception when: (i) The contracting unit has a

substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

WHEREAS, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC's Buyer, Gregg Lucianin, prepared a Certification addressed to the Acting Business Administrator, Louis Amodio, and General Counsel, Yaacov Brisman, to demonstrate entitlement to use the Proprietary Goods Exception which is attached hereto as **Exhibit A**, the contents of which are deemed incorporated into this Resolution as though set forth at length herein; and

WHEREAS, the Acting Business Administrator, Mr. Amodio, and General Counsel, Mr. Brisman, having reviewed the Certification, concur with the findings of the Buyer, Mr. Lucianin, and ask the Commissioners to authorize the PVWC to designate the water metering system as proprietary goods henceforth; and

WHEREAS, the Commissioners, having received the aforementioned Certification and recommendation, approve the above-referenced measures; and

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

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure the water metering system under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That this Resolution shall remain in effect henceforth for all types of water metering system procurement (including

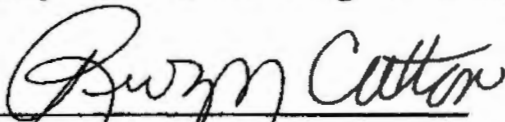
procurement directly from suppliers or as part of a larger set of construction specifications), unless and until a change in circumstances or law no longer allows the PVWC to procure the water metering system in this manner.

3. That appropriate officials and employees of the PVWC be and are hereby directed to procure the water metering system in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

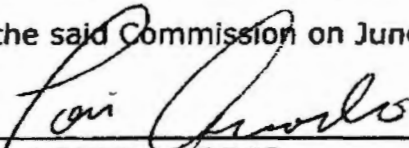


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on June 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Certification of the PVWC's Buyer, Gregg Lucianin, QPA, pursuant to
N.J.A.C. § 5:34-9.1, dated June 2, 2021 in Support of the PVWC's
Request to Procure Water Metering System by the Proprietary Goods
Exception to the Local Public Contract Law**

Exhibit A



PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Ruby Cotton, President, Paterson
Ronald Van Renssler, Vice President, Passaic
Gerald Friend, Treasurer, Clifton
Jeffrey Levine, Secretary, Paterson
Carmen Depadua, Commissioner, Paterson
Joseph Kolodziej, Commissioner, Clifton
Rigoberto Sanchez, Commissioner, Passaic

**Certification
of PVWC Buyer, Gregg Lucianin, QPA
pursuant to N.J.A.C. § 5:34-9.1**

To: Louis Amodio, Acting Business Administrator for the PVWC.
Yaacov Brisman, General Counsel of the PVWC.

1. I, Gregg Lucianin, QPA, am the Buyer for the Passaic Valley Water Commission ("PVWC"). My job responsibilities are similar to those of "purchasing agents" in other public entities.
2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of the PVWC's position that the PVWC is entitled to procure a water metering system as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).
3. Currently, PVWC procures the water metering system without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.
4. I have been advised by Distribution that it would be in the best interest of the PVWC to limit the metering system manufacturer because PVWC has a significant investment in the existing metering system in use.
5. Repair parts are required for all meters that are three inches or larger and having one brand of meter throughout the system will ensure that all replacement parts are compatible with all meters.
6. Storage of repair parts is limited and storing only one type of manufacturer's repair parts would minimize the storage space required.
7. Personnel are required to be trained to repair meters and repairing one type of meter would be more efficient and cost effective.
8. The existing metering system is compatible with PVWC's existing financial software.
9. The existing system can integrate more meter readers without having to expand collectors or make changes to the monitoring software.
10. PVWC is making a substantial investment to upgrade water meters that are more than 10 years old and it is necessary to have one common software and radio antenna system.
11. Neptune metering system is currently in use at PVWC.

12. Neptune has provided a letter, dated May 19, 2021 and on file in the PVWC Buyers office, verifying that their collection devices cannot read any radio device that is not their product.

13. The Borough of Red Bank has prepared a Resolution (#16-33) to allow only one brand of water meter (also Neptune) so a precedence has been set for this proprietary request.

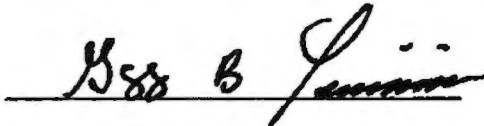
14. The "Procurement Guide from the Government Purchasing Association of NJ, 2007" states that the NJ Public Contract Law allows for proprietary goods under certain circumstances. It lists water meters as a specific example where proprietary specifications could be acceptable.

15. The PVWC recommends that the Board of Commissions approve a Resolution authorizing the PVWC to procure the Neptune metering system as proprietary goods, with the authorization to remain in effect for all meter system procurement (whether procurement is done separately or within a larger set of specifications) until the facts set forth in this Certification are no longer true and accurate.

16. The information contained in this Certification is based on conversations with Distribution and a certification provided by Distribution to me entitled "Meter Certification" dated May 28, 2021 on file with Purchasing.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: 6/2/21



Gregg Lucianin, Buyer

Passaic Valley Water Commission

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Administrative Secretary
Louis Amodio

Executive Director
Joseph A. Bella

General Counsel
Yaacov Brisman


METER CERTIFICATION


We make this certification to Gregg Lucianin, Purchasing Agent, for the procurement of water meters and water meter reading equipment.


- Passaic Valley Water Commission (PVWC) services the owner cities of Paterson, Passaic, Clifton and Prospect Park. PVWC also serves Lodi, North Arlington and parts of West Milford.
- PVWC has 80,000± meters in their water system.
- PVWC has a currently has a significant financial investment utilizing Neptune water meters and meter reading equipment in their system.
- Bidding all manufacturer's and accepting the low bidder for meter manufacturer's other than Neptune may result in thousands of locations having different meters within the system.
- Repair parts are required for all meters that are three inches or larger and having one brand of meter throughout the system will ensure that all replacement parts are compatible with all meters.
- Storage of repair parts is limited and storing only one type of manufacturer's repair parts would minimize the storage space required.
- Personnel are required to be trained to repair meters and repairing one type of meter would be more efficient.
- Neptune meter reading equipment is compatible with PVWC's existing financial software because Neptune's financial software is already in use.
- Neptune has provided a letter, dated May 19, 2021 and on file in the PVWC Buyers office, verifying that Neptune collection devices cannot read any radio device that is not a Neptune product.
- There are 15,000-20,000 Neptune meters fully integrated into the PVWC's remote monitoring system, and the system can integrate more meter readers without having to expand collectors or make changes to the monitoring software.
- PVWC is making a substantial investment to upgrade water meters that are more than 10 years old and it is necessary to have one common software and radio antenna system.
- The "Procurement Guide from the Government Purchasing Association of NJ, 2007" states that the NJ Public Contract Law allows for proprietary goods under certain circumstances. It lists water meters as a specific example where proprietary specifications could be acceptable.
- The Borough of Red Bank has prepared a Resolution (#16-33) to allow only one brand of water meter (also Neptune) so a precedence has been set for this proprietary request.

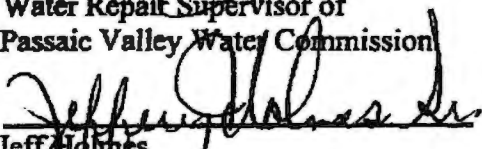
We hereby certify that the foregoing statements made by us are true to the best of our knowledge, information, and belief. We are aware that if any of the foregoing statements made by us are willfully false, we are subject to punishment.

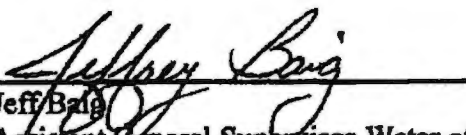
Dated: May 28, 2021

By: 
James Montgomery
Store Keeper Supervisor of
Passaic Valley Water Commission

By: 
Steve Sateary
Water Repair Supervisor of
Passaic Valley Water Commission

By: 
Richard Johnson
Water Repair Supervisor of
Passaic Valley Water Commission

By: 
Jeff Holmes
Assistant General Supervisor Water of
Passaic Valley Water Commission

By: 
Jeff Baig
Assistant General Supervisor Water of
Passaic Valley Water Commission



NEPTUNE
TECHNOLOGY GROUP

May 19, 2021

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ, 07011

Ref: Neptune Proprietary

We are pleased to affirm that Neptune's R900® product portfolio is proprietary, developed and produced only by the Neptune Technology Group, Inc. Neptune's R900® products can only be read by Neptune collection devices. This includes the Belt Clip Transceiver and the R900® Gateway.

While competitive radio devices can be connected to Neptune meters, Neptune collection devices cannot read any radio device that is not a Neptune product. If a non-Neptune radio is connected to a Neptune meter, all Neptune Collection devices and Software would have to be changed.

If you have any questions, please contact your local Neptune representative, Al Crocetti, at 856-298-9506.

Sincerely,

Layne Morris

Manager of Product Management - Systems

EXHIBIT B



MEMORANDUM

REVISED

Date: December 21, 2023
Client: Passaic Valley Water Commission (PVWC)
Project Name: 2023 Meter Olympics Program
Project Location: Township of Clifton, County of Passaic, State of New Jersey
To: Alexandra F. Wells, PE – Supervising Engineer, PVWC
Mark Romain – General Supervisor, PVWC
From: Anna F. Santino, PE – Project Manager
File No: SCE-R13226.011

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to present our comprehensive evaluation and recommendations for Passaic Valley Water Commission's (PVWC's) Meter Olympics Program. The goal of this program is to establish a standardized qualification process to assess equipment capabilities, accessories, and performance among various vendors. The analysis has been guided by the survey responses and vendor comparisons, resulting in recommendations for the advancement of the Meter Olympics Program. Following the program, a vendor will be selected to perform a system-wide meter replacement.

SCE has revised this memorandum subsequent to the initial submission on September 25, 2023. This revised version incorporates detailed cost estimates, updates to the Build America, Buy America (BABA) Act waiver qualifications, and pertinent adjustments to the Discussion and Conclusion sections to reflect the latest developments.

Overview

The Meter Olympics Program aims to conduct a standardized qualification process to confirm equipment capabilities, accessories, and performance. A questionnaire was distributed among vendors to evaluate their meter capabilities. SCE evaluated the vendor responses for completeness and performed a side-by-side comparison. The response to each question was rated on a scale of one (1) for the most preferred or qualified to three (3) for the least, yielding the vendor with the lowest score as the most qualified. The scores were totaled and compared to determine how the vendors performed against the criteria and to the other vendors. Using the ranking, and determination of qualifications for each vendor to satisfy the requirements, two (2) to three (3) vendors may be selected to participate in a pilot program.

In the pilot program, vendors will be asked to provide six (6) 5/8-inch meters, one (1) 1.5-inch meter, one (1) 2-inch meter and two (2) 4-inch meters for PVWC to install in the distribution system and five (5) portable meters from 5/8-inch up to 4-inch to be moved around the system by PVWC. The meters will be in use for a duration of 12 months to evaluate their compatibility with existing accounting systems and assess user performance. The pilot program will require borrowing the equipment, which will include the data collection system and metering equipment, to provide access to the meter outputs.



Following the completion of the pilot program, PVWC will select the desired vendor based on the performance demonstrated. The selected vendor will perform a system-wide meter replacement program.

Survey Participants

The survey questionnaire was distributed to various vendors, yielding responses from the following companies:

- Neptune and RIO Supply (Neptune) – responded
- Badger – responded
- Sensus and Core & Main (Sensus) – responded
- Mueller – did not respond
- Kamstrup – did not respond

Subsequently, after the initial review, additional vendors participated in the assessment.

- Master Meter and Ferguson Waterworks (Master Meter) – responded
- Subeca, Smart Meter Register only – response pending

Master Meter's response was received after the initial review period and during the temporary hold on the Meter Olympics Program due to awaiting guidance from the New Jersey Department of Environmental Protection (NJDEP) regarding the potential waiver for meters not compliant with BABA Act requirements, discussed in further detail in a subsequent section. Consequently, Master Meter was not included in the comparative analysis due to this non-compliance. Subeca was also a later participant, who engaged in discussions with SCE regarding their Smart Meter Register equipment for future consideration by PVWC. A questionnaire was not received by Subeca; however, the notes from the meeting can be found in **Appendix A**. The survey questionnaire responses received from the other vendors are also included in **Appendix A**. The vendors selected for the comparison in this memorandum and their different types of meters evaluated are shown in **Table 1** below.

Table 1: Vendors and Types of Meters

Vendor	Residential (≤ 1-inch)		Commercial (1.5-inch to 12-inch)			
Badger	Ultrasonic E Series	PD Recordall Disc Meter	E-Series	Recordall Disc	Recordall Turbo	Recordall Compound
Neptune	T-10	Mach-10	Mach-10 Ultrasonic and C&I Mach 10 Ultrasonic			
Sensus	iPERL	Ally Smart	Cordonel	OMNI C2	OMNI F2	OMNI T2

The details of the meter sizes and flow capacity are shown in **Appendix B**.



Survey Comparison and Vendor Assessment

PVWC distributed the questionnaire among the vendors and SCE prepared a spreadsheet ranking the vendors based on their responses to the questionnaire, including a supplemental questionnaire that was sent after review of the original questionnaire responses to expand upon key responses or ask for additional information. The survey responses were analyzed across Residential and Commercial meter categories. The basis of comparison was how effectively the vendors satisfied PVWC standards and their performance against the other vendors. Each question was rated with one (1) being the most qualified, two (2) moderately qualified, and three (3) least qualified. In instances where the vendors had similar responses to a question, the three vendors were ranked as one (1). **Appendix C** contains the spreadsheet detailing the responses of the vendors and their rankings.

Based on the comparison in the spreadsheet (**Appendix C**), Neptune and Sensus ranked similar, and the most qualified. Badger ranked the least qualified. Notable findings include the following:

Residential Meters:

- **Question 3 - Submersion of meters:** Sensus is most qualified with the meter interface unit (MIU) being fully submersible, and Badger is least qualified with MIU submergence impacting performance. Neptune's performance moderately meets the criteria set by PVWC, as the MIU must be adjusted to be submerged. The vendors satisfy the criteria for the meter to be submerged.
- **Question 4 - Accuracy of low flow and high flow:** Based on the flow range, Badger has the best range. Neptune and Sensus provided similar responses.
- **Question 12 - Remote shut off:** Badger and Sensus meet the criteria whereas Neptune could not show much efficiency for remote operation on the Mach 10 and T-10 cannot be remotely shut off.
- **Question 17 - Length of wire between meter and MIU:** Neptune can install 500 feet of wire and Sensus 100 feet. Badger provides 25 feet of wire between the meter and MIU which is not acceptable to PVWC.
- **Question 18 - Vertical installation:** Neptune and Sensus meet this criterion. Badger E-Series meets this criterion, but the PD meter does not.
- **Question 26 - Accuracy:** Neptune, Badger E-Series, and Sensus guarantee approximately 20 years of accuracy. Badger PD meter only guarantees 5 years or once a specific number of gallons is reached, whichever occurs first, which is not desirable.
- **Question 28 - Meter maintenance:** No maintenance required for Neptune, Badger E-Series, and Sensus. Badger PD meter needs maintenance more frequently, around 5 to 10 years.

Commercial Meter Questions:

- **Question 1 - Material of main case and threads:** Material for the three types of meters shall be evaluated based on the meter material compatibility and corrosion resistance, specifically for the material at the connection thread or flange.
- **Question 3 - Submersion of meters:** Sensus is most qualified with the MIU being fully submersible, and Badger is least qualified with MIU submergence impacting performance. Neptune's performance moderately meets the criteria set by PVWC, as the MIU must be adjusted to be submerged. The vendors satisfy the criteria for the meter to be submerged.



- **Question 4 - Accuracy of low flow and high flow:** Based on the flow range, Neptune is most qualified, and Badger is least qualified. Sensus meets the PVWC criteria moderately.
- **Question 17- Length of wire between meter and MIU:** Neptune can install 500 feet of wire and Sensus 100 feet. Badger provides 25 feet of wire between the meter and MIU which is not acceptable to PVWC.
- **Question 18 - Vertical installation:** Neptune and Sensus meet this criterion, whereas Badger does not.

Supplemental Questions

Residential Meters:

- **Question S6 – BABA Act compliance:** Neptune is fully in compliance. Badger and Sensus meters are not in compliance.
- **Question S9 – Accuracy and warranty:** Both Neptune and Sensus meters have a 20-year warranty, whereas Badger has a 5-year warranty.

Commercial Meters:

- **Question S2 – Frequency and process time of calibration:** Neptune does not need calibration. Badger and Sensus meter advise calibrating in accordance with the AWWA M6 Standard.
- **Question S6 – BABA Act compliance:** Badger and Neptune are in compliance. Sensus Omni meter is compliant and available in Q1/Q2 of 2024. Sensus Cordone1 is not currently compliant.
- **Question S9 – Accuracy and warranty:** In terms of warranty, Sensus has a longer warranty than the other two manufacturers. Both Neptune and Badger have a 10-year warranty on their commercial meters. In terms of accuracy, Neptune and Sensus do not require calibration during the lifespan of the meter.

Vendor Cost Comparison

SCE prepared a comprehensive summary of equipment pricing received from the vendors and the cooperative pricing council, provided by PVWC. The resulting spreadsheet, provided in **Appendix D**, compares prices for initial meter installation and operation. The objective is to identify the most cost-effective vendor for the project. Sensus meter and equipment prices were sourced from the cooperative pricing document, with confirmation from the vendor. In the case of Neptune meters, pricing information was derived from the cooperative pricing document, supplemented by reference project data and the Neptune product price catalogue. Despite SCE and PVWC's efforts to request cost information from Badger, they were excluded from the cost comparison. The detailed cost comparison spreadsheet offers insights into the economic considerations for each vendor's equipment in support of informed decision-making.

Vendor References

Neptune: SCE reached out to two of Neptune's customers, who confirmed their long-term use of Neptune products, spanning over 40 years. Specifically, they mentioned relying on R900 MIU and Neptune T-10 meters. The customers expressed satisfaction with the accuracy and durability of Neptune T-10 meters in 5/8-inch and 3/4-inch sizes, highlighting that these sizes are robust and precise. However, they noted that the larger 1.5-inch and 2-inch sizes were less durable. Installation was considered easy, and the customers appreciated the user-friendly data collection process and software interface. Furthermore, they commended Neptune's responsive customer support and highly recommended using Neptune meters.



Sensus: SCE interviewed two customers using Sensus meters, particularly the iPERL model, for a duration ranging from six (6) to 26 years. The customers praised the accuracy of Sensus meters, particularly the larger variants. In terms of durability, they reported minimal to no issues, comparable to other products. The customers found the data collection process and software interface intuitive and lauded the helpfulness of customer support. They strongly recommended the use of Sensus meters. Additionally, the customers observed enhanced efficiency and cost savings when implementing Sensus products in commercial settings.

Badger: SCE contacted three customers using Badger meters, including positive displacement residential and ultrasonic commercial models, Badger HRELCD, and Badger Beacon with cellular endpoint, for a period of two (2) to six (6) years. The customers reported no significant issues except for a minor accountability concern during installation. They highlighted the meter's high accuracy, particularly at lower flow rates. The customers emphasized the durability and longevity of Badger meters, deeming them resilient. The installation process was found to be easy, especially when handled by a trained installer, and efficiency improvements and cost savings were noted. While the data collection process was perceived as slightly overwhelming, they found Badger's customer support team to be responsive. The customers recommended utilizing Badger meters referring to their great software.

Complete notes taken during the vendor reference interviews can be found in **Appendix E**.

BABA Act Requirements

On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was signed, which includes the Build America, Buy America (BABA) Act (Pub. L. No. 117-58, §§ 70901-52)¹, which established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. This act requires that the metal construction material and manufactured products used in federally funded infrastructure project are produced in the United States. In the supplemental questionnaire, SCE requested information from the vendors regarding their BABA compliance. Based on the response received, only the Neptune meters are fully in compliance with BABA Act requirements. In contrast, the other two vendors (Sensus and Badger) referred to a waiver application for this requirement.

SCE sought confirmation from the NJDEP regarding the allowance of a waiver for State Revolving Fund and Water Infrastructure Projects. NJDEP responded that PVWC did not have sufficient documentation to qualify for a period waiver for the BABA Act requirements. Additionally, the Environmental Protection Agency (EPA) issued a "Decision Memorandum", included in **Appendix F**, on November 13th, 2023 stating that projects where planning started after May 14, 2022, do not qualify.

Discussion

In reviewing the survey responses across residential and commercial meters, several notable differences among the vendors were identified. These variances can significantly impact the consideration and selection process for the pilot program as well as subsequent decisions regarding meter adoption.

For residential meters, differences were evident in various aspects including meter submersion, accuracy at different flow rates, remote shut-off capabilities, wire length between the meter and MIU, vertical installation suitability, accuracy guarantees, and maintenance requirements. Badger's E-Series meters demonstrated the best flow range accuracy among the three vendors. However,

¹ Office of Federal Financial Management, Office of Management and Budget, Title 2 of the Code of Federal Regulations (2 CFR Parts 184 and 200.322)



concerns arose regarding the length of wire between the meter and MIU, falling short of what PVWC needs. Conversely, Neptune stood out for its ability to support longer wire lengths, enabling more flexible installations. Additionally, Neptune meters were the only ones completely compliant with BABA Act requirements among the residential meter options.

For commercial meters, notable discrepancies were observed in accuracy at varying flow rates, wire length between the meter and MIU, vertical installation suitability, and calibration requirements. Neptune showcased superior accuracy across flow ranges, reinforcing its reliability for commercial applications. Like their residential meters, Badger faced challenges with wire length, which is not acceptable to PVWC.

Moreover, the supplemental questions revealed critical insights, particularly regarding BABA Act compliance and warranty terms. Neptune emerged as the only vendor fully compliant with BABA Act requirements. Additionally, Sensus exhibited a longer warranty period in the commercial meter segment, enhancing its appeal.

SCE created a cost estimate for the meters, network equipment, and software to evaluate the costs among the vendors. Badger did not provide the cost information requested for this evaluation and were unable to be included in the comparative cost analysis. Therefore, the cost comparison shows Neptune and Sensus. To determine if there is a cost advantage to using meters that are not BABA Act compliant, and not procuring the meters through a funded project, the cost of the meters was calculated and compared. Using the inventory of meters in the project scope, the meter procurement cost was estimated for Neptune and Sensus at approximately \$11,660,000 and \$16,880,000, respectively. With Neptune having the lesser cost, it was determined that there is no cost advantage to using the Sensus meters not compliant with BABA Act.

These differences highlight the importance of a thorough evaluation of each vendor's offerings and their alignment with PVWC's standards and requirements. The identified variations serve as valuable inputs for PVWC in determining how to best advance the Meter Olympics Program.

Recommendation and Conclusions

Following a thorough analysis of the survey findings, PVWC is presented with commendable residential and commercial meter options for advancement of the Meter Olympics Program; ranked at most qualified to less qualified and showing the total points scored per vendor: Neptune at 98 points, Sensus at 101 points, and Badger at 121 points. These vendors have demonstrated varying degrees of compliance with PVWC standards. With only the Neptune meters (T-10 and Mach-10) fully in compliance with BABA Act requirements, a cost comparison was performed to determine if there was a cost advantage differentiator among the vendors. Based on the survey responses and cost comparison, SCE recommends Neptune for advancement in the Meter Olympics Program. Additionally, the survey response comparison spreadsheet (**Appendix C**) can be used by PVWC to prioritize particular questions or categories and tailor the rankings that hold significant importance for their decision-making process.

This concludes our review comments at this time. SCE reserves the right to make additional comments based on further documents submitted. Should there be questions, please do not hesitate to contact our office.

RESOLUTION # 24-030

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE RENEWAL OF PVWC'S ANNUAL
SOFTWARE MAINTENANCE OF CUSTOMER INFORMATION
SYSTEMS (CIS)**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract, in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, to Advanced Utility Systems to maintain the said proprietary software system currently in use at PVWC; and

WHEREAS, the previous maintenance contract with Advanced Utility Systems is due for renewal by January 1, 2024 for a period of 36-months to provide PVWC with assurance of continuity of service; and

WHEREAS, a copy of the Director of IT memorandum dated July February 7, 2024, recommending the 3-year renewal, is attached hereto as **EXHIBIT A**; and

WHEREAS, a copy of the Quote for 3-Year Renewal to be paid annually includes Advanced Utility Systems' breakdown of applications and related fees, for a total of \$887,479.86, is attached hereto as **EXHIBIT B**; and

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

WHEREAS, PVWC has elected to renew the above-referenced maintenance of PVWC's proprietary software system from Advanced

Utility Systems (the "Awardee"), in the amount of \$887,479.86, a copy of the Financial Certification is attached hereto and made a part hereof as **EXHIBIT C**; and

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

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the IT Department;

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

1. That PVWC hereby awards a 3-year contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$887,479.86; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.
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.

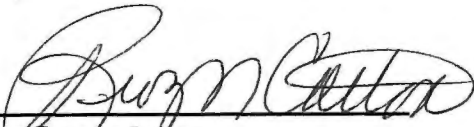
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE



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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

Passaic Valley Water Commission Inter - Office Memorandum

To: Lisa Bresemann
From: L. Ducheine
cc: J. Mueller
Date: February 7th, 2024
Re: Maintenance Renewal for our Customer Information System.

The maintenance contract for the Customer Information System (CIS) is due for renewal. The renewal quote submitted by Advanced Utility Systems lists the costs as:

Description	Year 2024	Year 2025	Year 2026
CIS Support	\$120,939.84	\$130,615.03	\$141,064.23
Infinity.Link Support	\$17,398.68	\$18,790.57	\$20,293.82
Infinity.Mobile Support	\$17,398.68	\$18,790.57	\$20,293.82
Infinity.Teleconnect Support	\$2,174.84	\$2,348.83	\$2,536.73
PCI Interface Support	\$1,304.91	\$1,409.30	\$1,522.05
Advanced Managed Services	\$78,927.34	\$85,241.53	\$92,060.85
REST API Support	\$30,234.25	\$32,652.99	\$35,265.23
LMS (maximum of 10 users) and HCTC Registration Fee (1 attendee)	\$4,995.00	\$5,394.60	\$5,826.17
	\$273,373.54	\$295,243.42	\$318,862.90

The Information Technology Dept. recommends Board approval of the renewal funding request. These maintenance items are essential for the proper operation, configuration and maintenance of the CIS software solution package.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B



February 9, 2024

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ
07011

Attention: Lisa Bresemann

Dear Lisa,

Further to our conversation, the purpose of this letter is to provide Passaic Valley Water Commission with a breakdown of annual support and maintenance fees for CIS Infinity and other CIS products for the next 3 annual renewal periods (January 1 – December 31).

Description	Year 2024	Year 2025	Year 2026
CIS Support	\$ 120,939.84	\$ 130,615.03	\$ 141,064.23
Infinity.Link Support	\$ 17,398.68	\$ 18,790.57	\$ 20,293.82
Infinity.Mobile Support	\$ 17,398.68	\$ 18,790.57	\$ 20,293.82
Infinity.Teleconnect Support	\$ 2,174.84	\$ 2,348.83	\$ 2,536.73
PCI Interface Support	\$ 1,304.91	\$ 1,409.30	\$ 1,522.05
Advanced Managed Services	\$ 78,927.34	\$ 85,241.53	\$ 92,060.85
REST API Support	\$ 30,234.25	\$ 32,652.99	\$ 35,265.23
LMS (maximum of 10 users) and HCTC Registration Fee (1 attendee)	\$ 4,995.00	\$ 5,394.60	\$ 5,826.17

These prices remain in effect, assuming no additional licenses are added and no additional products/services are purchased. In the event that additional licenses or products/services are purchased, the annual maintenance will increase in accordance with the purchase fees.

We appreciate PVWC's business!

DocuSigned by:
Blair Robinson
5DC3FC3E7B23408...

Blair Robinson
Portfolio Leader
Advanced Utility Systems

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

RESOLUTION # 24-031

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**PROFESSIONAL SERVICES FOR DEVELOPMENT AND
IMPLEMENTATION OF A STRATEGIC GIS MASTER PLAN**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 23-PE-17, "Professional Services for Development and Implementation of Strategic GIS Master Plan" (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 three (3) professional (or provider of extraordinary un-specifiable services) providers; and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's Evaluation Matrix Summary is attached hereto as **Exhibit A**; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC Evaluation Matrix Summary, the firm of **CDM Smith, Inc.** of Edison, 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 the responses received December 7, 2023 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$200,000.00 for the Awardee for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit B**; and

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

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

WHEREAS, the Responses and solicitations 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 C**.


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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

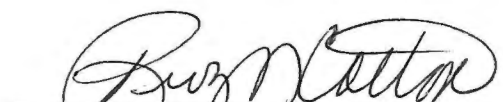
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KO LODZIEJ, J.	<u>X</u>	___	___	___
DE PADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE



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 February 28, 2024.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

Professional Services for Development of a Strategic GIS Master Plan

Project No. 23-PE-17

Bid Opening Date: December 7, 2023

Evaluation Matrix Summary

	CDM Smith	Gannett Fleming	Geographic Technologies Group
Name of Reviewer	Score out of 1000		
Claire Nacion	830	700	810
Javier Hendricks	750	725	725
Alex Wells	885	765	845
Average Score	822	730	793
Total Cost	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

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 _____, 2024 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 CDM Smith, Inc, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PE-17** entitled "**Professional Services for Development and Implementation of a Strategic GIS Master Plan**" (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 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 Proposals dated _____, 20__, 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 negligent 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 **not to exceed \$200,000.00**.

PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. 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, bidding documents and any other data in its possession relevant to the subject 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: \$2,000,000 Each Occurrence / \$4,000,000 Aggregate (Completed Operations must be included)

B. Business Automobile Liability: \$2,000,000 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: \$5,000,000 each claim / \$5,000,000 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 (if applicable): \$5,000,000 Each Act / \$5,000,000 Aggregate

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

I. Umbrella/Excess Liability: \$5,000,000 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. 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.

CDM Smith, Inc.

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

PASSAIC VALLEY WATER COMMISSION

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 No. 23-PE-17
"Professional Services for Development and
Implementation of Strategic GIS Master Plan"
CDM Smith, Inc.

Amount of Project or Contract:

\$200,000.00 – Project No. 23-PE-17

1. Acct: # 001-0901-419-95-42
CAPITAL/Digital Mapping/GIS
2. Specific Appropriation to which expenditures will be charged:
Capital- 2024/2025

Other comments: One Year Commencing in January 2024

Date of Certification: January 24, 2024

Amount Certified: \$200,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-032

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 23-V-05 ENTITLED
"FURNISH AND DELIVER WATER SERVICE BOXES
AND ROADWAY BOXES" - REVISED**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on December 5, 2023, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 23-V-05 entitled "Furnish and Deliver Water Service Boxes and Roadway Boxes"; and

WHEREAS, the responsible, responsive bid submitted for this contract was that of Core & Main LP of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, in the amount of \$406,401.25 for a period of one (1) year; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of the said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefore; 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 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, as set forth hereinabove; 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.

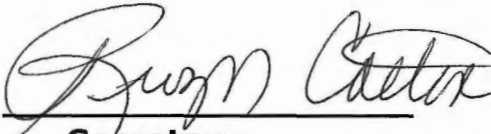
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

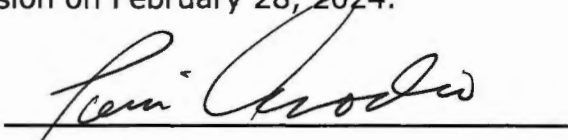


Secretary
RUBY N. COTTON

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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title - Water Service Boxes and Roadway Boxes

Contract # 23-V-05

Bid Tabulation Evaluation

Bid Opening Date: December 05, 2023 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Core & Main	Certified Check	\$403,551.25	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check	\$406,401.25	<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	Not to Exceed \$20k		<input type="checkbox"/> Public Works Cont. Cert.
Capitol Supply	Certified Check	\$409,527.80	<input checked="" type="checkbox"/> EEO
	Cashier's Check		<input checked="" type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> PVWC Consent of Surety
	Not to Exceed \$20k		<input type="checkbox"/> Other Consent of Surety
	Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	Cashier's Check		<input type="checkbox"/> EEO
	Bid Bond		<input type="checkbox"/> Business Registration Cert.
	Not to Exceed		<input type="checkbox"/> PVWC Consent of Surety
	Certified Check		<input type="checkbox"/> Other Consent of Surety
	Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
	Bid Bond		<input type="checkbox"/> EEO
	Not to Exceed		<input type="checkbox"/> Business Registration Cert.
	Certified Check		<input type="checkbox"/> PVWC Consent of Surety
	Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	Bid Bond		<input type="checkbox"/> Public Works Cont. Cert.
	Not to Exceed		<input type="checkbox"/> EEO
	Certified Check		<input type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	Bid Bond		<input type="checkbox"/> Other Consent of Surety
	Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	Certified Check		<input type="checkbox"/> EEO
	Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	Bid Bond		<input type="checkbox"/> PVWC Consent of Surety
	Not to Exceed		<input type="checkbox"/> Other Consent of Surety
	Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	Cashier's Check		<input type="checkbox"/> EEO
	Bid Bond		<input type="checkbox"/> Business Registration Cert.
	Not to Exceed		<input type="checkbox"/> PVWC Consent of Surety
	Certified Check		<input type="checkbox"/> Other Consent of Surety
	Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
	Bid Bond		<input type="checkbox"/> EEO
	Not to Exceed		<input type="checkbox"/> Business Registration Cert.
	Certified Check		<input type="checkbox"/> PVWC Consent of Surety
	Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	Bid Bond		<input type="checkbox"/> Public Works Cont. Cert.
	Not to Exceed		<input type="checkbox"/> EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 23-V-05 (Revised)
"Furnish and Deliver Water Service Boxes and
Roadway Boxes"
Core and Main, LP

Amount of Project or Contract:

\$406,401.25 – Contract 23-V-05

1. Acct: # 001-0000-131-00 INVENTORY
2. Specific Appropriation to which expenditures will be charged:
Capital Budget 2023/2024

Other comments: One Year Commencing in February 2024

Date of Certification: February 28, 2024

Amount Certified: \$406,401.25

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-033

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE ONE WASH WATER TRANSFER PUMP
UNDER THE NORTH JERSEY WASTEWATER
COOPERATIVE PRICING SYSTEM**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission needs to procure one (1) Wash Water Transfer Pump for the filter plant to operate efficiently and improve filter performance; and

WHEREAS, the North Jersey Wastewater Cooperative Pricing System, Contract #B369-9 (the "Cooperative") shall be used for the procurement of said Wash Water Transfer Pump; and

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

WHEREAS, PVWC has elected to procure the above-referenced loader from Universal Electric Motor Service, Inc. of Hackensack, New Jersey (the "Awardee") under the Cooperative, in the amount of \$146,080.00 a copy of the quotation for the pump is attached hereto as **Exhibit A**; and

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

WHEREAS, 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 as **Exhibit B**.

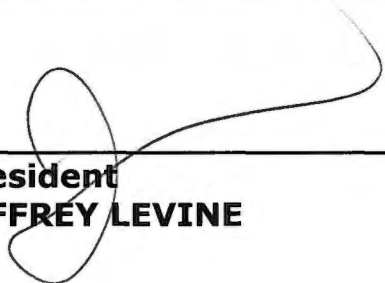
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Wash Water Transfer Pump is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

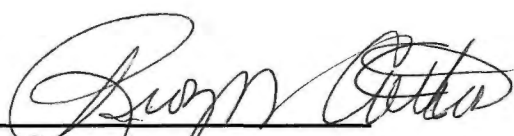
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE



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 February 28, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

<< QUOTE >>



Universal Electric Motor Service, Inc.
 131 S Newman St.
 Hackensack, NJ 07601
 (201)-968-1000
 www.uemotor.com

PAGE 1
 QUOTE DATE 2/14/2024
 QUOTE NO 170766
 TOTAL DUE 146,080.00

S 150225
 O PASSAIC VALLEY WATER COMM.
 L 1525 MAIN AVENUE
 D ATTN: ACCOUNTS PAYABLE
 T CLIFTON, NJ 07011
 O

S PASSAIC VALLEY WATER COMM.
 H ATTN: MR. MIKE MAROTTA
 I UNION BLVD.
 P RE: FAIRBANKS NIJHUIS PUMP
 T CO-OP# B369-9
 O TOTOWA, NJ

SLS1	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
475	3/15/2024	2/14/2024	00174537	2/14/2024	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
NET 30	NEED PO	Our Truck	

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
FAIRBANKS NIJHUIS	EA	1.00	0.00	136,996.00	136,996.00

16" X 12" 8312 VERTICAL PROPELLER PUMP
 One (1) Fairbanks Nijhuis 16"x12"-8312 Vertical Propeller Pump:
 • 16" Discharge and column size:
 o Surface Discharge.
 o Water lubrication.
 o Flange discharge connection.
 • 14" bowl assembly.
 • 10' tapered column 12"x16".
 • 10' long 16" dia. column + 5.25' long 16" dia. column.
 • Standard paint.
 • No motor, just bare pump + discharge head and columns only.
 One (1) 16" F style (mitered discharge elbow) discharge head.

Notes:
 • Control Panel is excluded.
 • Field alignment is excluded from the proposal.
 • Start up and training is excluded from the above proposal.
 • Installation and related installation materials are excluded.
 • Testing is excluded from the proposal.
 • Motor is excluded from this proposal.
 • Coupling is excluded from this proposal unless adder is included.
 • Only the above items are included in this proposal.
 Shipment:
 • Delivery within 20-25 weeks. Lead times are subject to factory load at time of order release.
 Freight:
 • FOB Factory and Included.

BOWL LINER	EA	1.00	0.00	6,600.00	6,600.00
OPTIONAL BRONZE BOWL LINER					

COUPKLING	EA	1.00	0.00	2,484.00	2,484.00
OPTIONAL META FLANGED ADJUSTABLE COUPLING					

REGARDS- JOHN KOSUDA

<< QUOTE >>



Universal Electric Motor Service, Inc.
 131 S Newman St.
 Hackensack, NJ 07601
 (201)-968-1000
 www.uemotor.com

PAGE 2
 QUOTE DATE 2/14/2024
 QUOTE NO 170766
 TOTAL DUE 146,080.00

S 150225
 O PASSAIC VALLEY WATER COMM.
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S PASSAIC VALLEY WATER COMM.
 H ATTN: MR. MIKE MAROTTA
 I UNION BLVD.
 P RE: FAIRBANKS NIJHUIS PUMP
 T CO-OP# B369-9
 O TOTOWA, NJ

SLS1	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
475	3/15/2024	2/14/2024	00174537	2/14/2024	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
NET 30	NEED PO	Our Truck	

ITEM ID	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
---------	-------	---------	---------	------------	-----------

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	146,080.00	0.00	0.00	0.00	146,080.00
TOTAL DUE					146,080.00

"Providing Outstanding Service since 1946"
MOTORS • PUMPS • VALVES • CONTROLS • VENTILATION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Universal Electric Motor Service, Inc.
Hackensack, NJ**

Amount of Project or Contract: \$146,080.00

1. Acct: #- 001-0901-419-95-36 - CAPITAL/Pumps

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

Other comments: Single Purchase: Purification
One (1) Wash Water Transfer Pump
North Jersey Wastewater Cooperative Pricing System
Contract #B369-9

Date of Certification: February 28, 2024 Amount Certified: \$146,080.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-034

PASSAIC VALLEY WATER COMMISSION

**“RESOLUTION TO APPROVE A WATER RESEARCH FOUNDATION
(WRF) PEER REVIEW AGREEMENT”**

DATE OF ADOPTION: February 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, In 2022, the USEPA established new, interim health advisories for Per- and poly-fluoroalkyl substances (PFAS); large and diverse groups of chemicals used in many commercial applications due to their unique properties, such as resistance to high and low temperatures, resistance to degradation, and nonstick characteristics.

WHEREAS, The 2022 interim updated health advisories for **PFOA** and **PFOS** are based on human epidemiology studies that found the levels at which negative health effects could occur are much lower than previously understood when EPA issued the 2016 health advisories for PFOA and PFOS (70 parts per trillion or ppt).

WHEREAS, EPA’s 2022 lifetime health advisory levels, measured in parts per trillion (ppt), offer protection for people from adverse health effects resulting from exposure throughout their lives to these individual PFAS in drinking water:

- Interim updated health advisory for PFOA = 0.004 ppt; min reporting level = 4ppt
- Interim updated health advisory for PFOS = 0.02 ppt; min reporting level = 4ppt
- Health advisory for GenX chemicals = 10 ppt; min reporting level = 5ppt
- Health advisory for PFBS = 2,000 ppt; min reporting level = 3ppt

WHEREAS, the current treatment process at the Alan C. Levine Little Falls Water Treatment Plant cannot remove PFAS below the minimum reporting levels identified in EPA's interim health advisory.

WHEREAS, the PVWC Board of Commissioners previously approved the award of a \$550,000 contract to Cornwell Engineering to perform a PFAS pilot study for post-filter GAC that will be operated a turnkey operation, with PVWC providing limited support to identify the appropriate process upgrades for PVWC to comply with the newly proposed limits.

WHEREAS, PVWC is a member in good standing with the Water Research Foundation, that provides national peer review services and publishes results nationally to further support PVWC findings and decision-making.

WHEREAS, a copy of the peer review proposal is attached hereto as **Exhibit A.**

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

1. That PVWC hereby enters a Contract with the Water Research Foundation (WRF) to establish an expert Project Advisory Committee (PAC), composed of volunteer professionals selected for their utility experience and specific knowledge and expertise. The PAC will serve as peer reviewers throughout the course of the project to ensure a scientifically sound technical approach and objective interpretation of results. This review will be accomplished through conference calls, one in-person project meeting, and review of a draft report.
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees, and officials of PVWC are hereby authorized

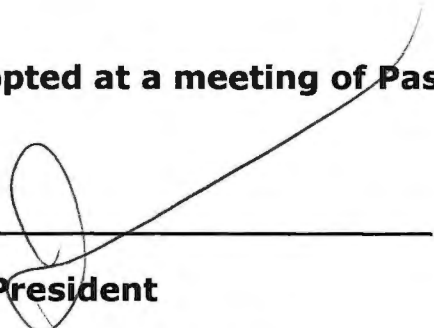
to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

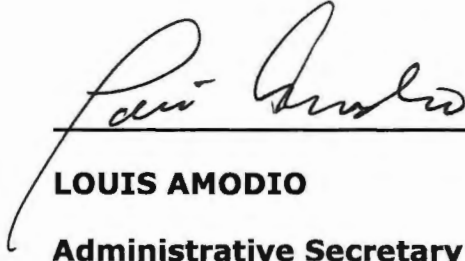


Secretary
RUBY N. COTTON

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 of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of February 28, 2024.



LOUIS AMODIO
Administrative Secretary

PROPOSAL TO PASSAIC VALLEY WATER COMMISSION (PVWC)
Peer Review for "Evaluation of PFAS Removal by Post-Filter GAC"

**The Water Research Foundation
and
Cornwell Engineering Group, Inc.**

OBJECTIVE

To provide peer review for "Evaluation of PFAS Removal by Post-Filter GAC" by Cornwell Engineering Group, Inc. on behalf of Passaic Valley Water Commission and publish a final report to be made available to subscribers of The Water Research Foundation.

SCOPE/APPROACH

The Water Research Foundation (WRF) will establish an expert Project Advisory Committee (PAC), composed of volunteer professionals selected for their utility experience and specific knowledge and expertise. The PAC will serve as peer reviewers throughout the course of the project to ensure a scientifically sound technical approach and objective interpretation of results. This review will be accomplished through conference calls, one in-person project meeting, and review of a draft report.

WRF will subcontract with Cornwell Engineering Group, Inc. for the task of writing a final research report and making any necessary revisions following peer review by the PAC and WRF technical staff. WRF's publications department will then review and publish the report to the WRF website, where it will be made available to WRF subscribers.

STATEMENT OF QUALIFICATIONS

WRF is a 501(c)(3) nonprofit, educational organization that funds, manages, and publishes research on the technology, operation, and management of water systems. WRF is the leading research organization advancing the science of all water to meet the evolving needs of the water sector. Throughout our over 50-year history, WRF has managed and funded over 2,500 projects and developed an extensive peer-review network of over 2,300 utility, consultant, academic, and regulatory experts. This peer review network enables multi-faceted review reflecting not only the scientific integrity of the research, but also the practical implications of the research for water suppliers, regulators and other stakeholders.

Additionally, WRF has a proven and robust research management process, with experience providing facilitated research management services for other subscribing utilities. WRF also has the capability of disseminating results to the water sector at a national and international level, via publication of reports, webinars and presentations, our *Advances in Water Research* periodical, and extensive online library of resources.

DELIVERABLES

Deliverables include quarterly conference calls, one in-person PAC meeting, a draft report, and a final report to be published on the WRF website.

BUDGET

WATER RESEARCH FOUNDATION PVWC PFAS							
PERSONNEL (SALARIES and FRINGE)							
Position Title / Project Role	FTE Yr. 1	FTE Yr 2	Position Salary Mid-Point @ 2023	Year 1	Year 2	Proj. Total	
Research Program Manager	1.00%	0.00%	115,000	1,150	0	1,150	
Regional Liaison	3.00%	0.00%	130,000	3,900	0	3,900	
Contract Manager	0.50%	0.00%	115,000	575	0	575	
Project Coordinator	1.00%	0.00%	60,000	600	0	600	
Technical Editor	1.00%	0.00%	98,570	986	0	986	
TOTAL SALARY BUDGET				6,061	0	7,211	
FRINGE BENEFITS		FB Rate=	30.0%	40.0%	2,424	0	2,424
TOTAL FRINGE BENEFITS				2,424	0	2,424	
TRAVEL (no foreign travel)							
WRF Staff and PAC travel							
	per pers	Trips	days	People	Yr 1	Yr 2	Total
Airfare	650	1	1	4	2,600	0	2,600
Hotel	200	1	2	4	1,600	0	1,600
Ground	100	1	2	4	800	0	800
Meals	125	1	2	4	1,000	0	1,000
Total Cost					6,000	0	6,000
TOTAL WRF Staff TRAVEL					6,000	0	6,000
EQUIPMENT					0	0	0
SUPPLIES					0	0	0
CONTRACTUAL					0	0	0
OTHER							
Subrecipients							
Cornwell Engineering Group					Hours	Rate	Total
David Cornwell					30	240	7,200
Richard Brown					60	205	12,300
Project Engineer					124	125	15,500
TOTAL OTHER							35,000
TOTAL DIRECT COSTS							15,635
INDIRECT COST *		44.0%					4,239
TOTAL PROJECT BUDGET					0	0	54,874

SCHEDULE

- Start Date --- February 1, 2024
- Kick-off Call --- Month of February 2024
- Quarterly Call --- Month of April, 2024
- PAC Meeting --- Month of July, 2024
- Draft Report --- September 1, 2024
- Final Report --- October 15, 2024

CONTACTS

Alice Fulmer
 The Water Research Foundation
 303-347-6109
afulmer@waterrf.org

Richard Brown
 Cornwell Engineering Group, Inc.
 757-873-1534 ext. 224
rbrown@cornwellinc.com

RESOLUTION # 23-35

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING ENTERING INTO ADDITIONAL LITIGATION**

DATE OF ADOPTION: FEBRUARY 28, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, in or around November 2012, the Passaic Valley Water Commission ("PVWC") entered into a "Claim Service Agreement" with Claims Compensation Bureau, LLC, ("CCB") (Exhibit A) to represent PVWC in the "Payment Card Interchange Fee Litigation" (the "Litigation") regarding excessive fees that are paid when consumers use credit or debit cards; and

WHEREAS, the original Litigation is progressing and additional cases have been filed against credit card issuers; and

WHEREAS, CCB has requested authority to represent PVWC in two (2) additional cases that have been filed: (1) Discover: a case has been filed on behalf of those that accepted Discover credit cards after 2008 and were charged interchange fees over the applicable fees listed on Discover's rate sheet, and (2) EMV Chip: The Fraud Liability Shift Class Action Litigation-EMV/Chip Technology is on behalf of merchants that incurred an unreimbursed EMV/Chip Fraud Liability Shift chargeback on a Visa, MasterCard, American Express or Discover credit or debit card transaction from October 1, 2015 to September 30, 2017; and

WHEREAS, it is in PVWC's interest to continue with CCB's representation in these matters.

NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

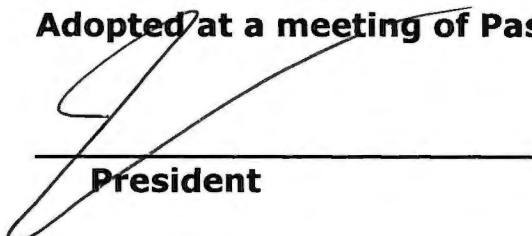
1. PVWC authorizes CCB to represent PVWC in the above-referenced litigations.

2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President




Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 28, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A