



**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION #24-EXE-5**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: MAY 23, 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: VAN RENSALIER offers the following Resolution for adoption:

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

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

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

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

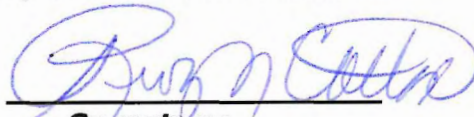
Second by COMMISSIONER: DE PADUA Time: 10:32 AM

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
 \_\_\_\_\_  
**President**  
 JEFFREY LEVINE

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

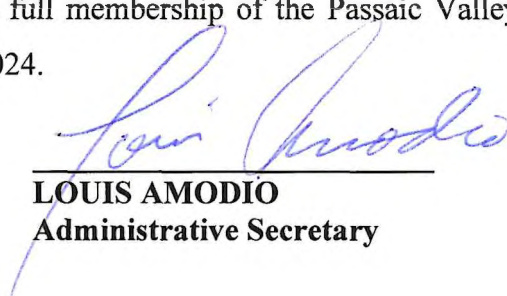
**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of MAY 23, 2024.

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

**RESOLUTION # 24-061**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD CONTRACT NO. 24-V-10  
"FURNISH AND DELIVER CORROSION INHIBITOR"**

**DATE OF ADOPTION: MAY 23, 2024**

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

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, on May 9, 2024, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-V-10 entitled "Furnish and Deliver Corrosion Inhibitor"; and

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

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

**WHEREAS**, the responsible responsive bid submitted for this contract was that of Shannon Chemical Corporation of Malvern, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 250 Dry Tons, in the amount of \$843,042.50; and

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

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

1. That for Contract No. 24-V-10 entitled "Furnish and Deliver Corrosion Inhibitor" in the total amount of \$843,042.50 in connection with the above-described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 24-V-10 as set forth hereinabove.

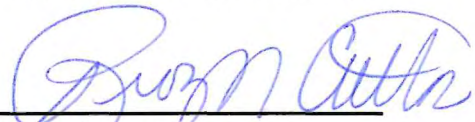
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

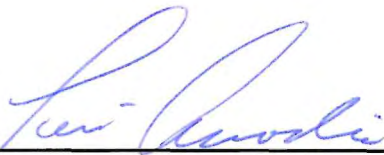
  
\_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

  
\_\_\_\_\_  
**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 May 23, 2024.

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

**EXHIBIT A**

Title: Furnish and Deliver Corrosion Inhibitor

Contract # 24-V-10

Bid Tabulation Evaluation

Bid Opening Date: May 9, 2024 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Shannon Chemical Corp. P.O. Box 376 Malvern, PA 19355	<input type="checkbox"/> Certified Check	\$843,042.50  250 Dry Tons at \$3,372.17 per Dry Ton	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20 K		<input type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
Carus LLC 315 Fifth Street Peru, IL 61354	<input type="checkbox"/> Certified Check	\$859,650.00  250 Dry Tons at \$3,438.60 per Dry Ton	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20 K		<input type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO

**EXHIBIT B**



**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract:    Contract Extension – 24-V-10  
Furnish and Deliver Corrosion Inhibitor  
Shannon Chemical Corporation

Amount of Project or Contract:

\$843,042.50 - Contract 24-V-10

1. Acct: # 001-1002-421-70-11  
PURCHASES/Chemicals
  
2. Specific Appropriation to which expenditures will be charged:  
Budget 2024/2025

Other comments: One Year Commencing in May 2024

Date of Certification: May 22, 2024

Amount Certified: \$843,042.50

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

YW:lb

**RESOLUTION # 24-063**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING PVWC TO  
RE-BID CONTRACT #24-B-21  
ENTITLED "CHEMICAL TANK NEUTRALIZATION AND CLEANING"**

**DATE OF ADOPTION: MAY 23, 2024**

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

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, on May 14, 2024, no bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-V-21 entitled "Chemical Tank Neutralization and Cleaning"; and

**WHEREAS**, is desirous of soliciting these services that necessary to the operations of the Little Falls Water Treatment Plant; and

**WHEREAS**, the Local Public Contracts Law provides for the PVWC to re-bid this contract; and

**WHEREAS**, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, to authorize the Buyer to re-bid the said contract in accordance with the Local Public Contracts Law; and

**WHEREAS**, the Commissioners of PVWC have considered the recommendations of PVWC's Executive Director, Chief Financial Officer, Director of Engineering, and Director of Purchasing (and PVWC's General Counsel as to form and legality) and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

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

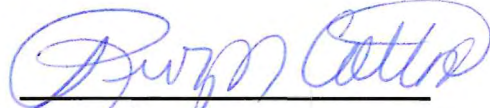
1. That no bids were received by PVWC on May 14, 2024 with respect to the Contract; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 24-B-21 "Chemical Tank Neutralization and Cleaning" in accordance with these findings 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**

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

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

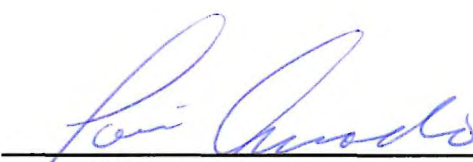
  
 \_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

  
 \_\_\_\_\_  
**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 May 23, 2024.

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

**RESOLUTION # 24-064  
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD PROJECT 24-PA-02 ENTITLED  
"GOVERNMENT RELATIONS AND PUBLIC AFFAIRS"**

**DATE OF ADOPTION: MAY 23, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional legal services (or extraordinary unspecifiable Services) for Award Project No. 24-PA-02, "Government Relations and Public Affairs" (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**, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from one (1) professional provider (or providers of extraordinary unspecifiable services); and

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

**WHEREAS**, based on the said evaluation of the response received, the firm of **Gibbons, P.C.** of Newark, 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 May 9, 2024 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not

to exceed \$90,000.00 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 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.

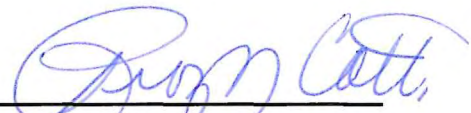
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

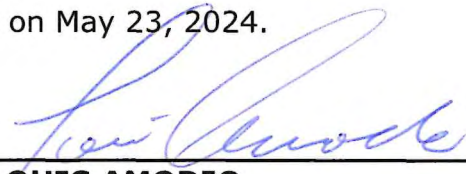
  
 \_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

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

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**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on May 23, 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 \_\_\_\_\_, 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 Gibbons, P.C., a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at Ibe Gateway Center, Newark, New Jersey 07102.

WHEREAS, PVWC requires Professional Services to assist It in Implementing Project **24-PA-02 "Professional Services for Government Relations and Public Affairs"** (hereinafter the "PROJECT"); and

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated April 29, 2024, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be



responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT shall be as stipulated and/or required by PVWC in Appendix F, or, where not stipulated and/or required by PVWC in Appendix F, shall be in accordance with the PROPOSAL (refer to Exhibit A attached hereto). 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 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 dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable

adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

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

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

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

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

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

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

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

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

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

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

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

C-3

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, or where not set forth in the PROPOSAL, shall be as negotiated by PVWC for the PROJECT or as otherwise set forth elsewhere herein.

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 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.

**GIBBONS, P.C.**

\_\_\_\_\_  
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. 24-PA-02  
"Professional Legal Services for  
Government Relations and Public Affairs"  
Gibbons, P.C.

Amount of Project or Contract:

\$90,000 – Project No. 24-PA-02

1. Acct: # 001-0201-412-3015  
Professional Services - Legal/ Regulatory & Admin Law
2. Specific Appropriation to which expenditures will be charged:  
Budget - 2024/2025

Other comments: One Year Commencing in May 2024

Date of Certification: May 22, 2024

Amount Certified: \$90,000.00

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION # 24-065**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD CONTRACT NO. 24-B-17  
"PRINTING AND MAILING SERVICES"**

**DATE OF ADOPTION: MAY 23, 2024**

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

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, on May 14, 2024 one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-17 entitled "Printing and Mailing Services"; and

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

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

**WHEREAS**, the responsible responsive bid submitted for this contract was that of Matrix Imaging Solutions of Sanborn, NY (the "Awardee") with respect to said bid, in the amount of \$332,207.14 a period of two (2) years; and

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

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

1. That for Contract No. 24-B-17 entitled "Printing and Mailing Services" in the total amount of \$332,207.14 in



connection with the above-described goods and services is hereby awarded to the Awardee.

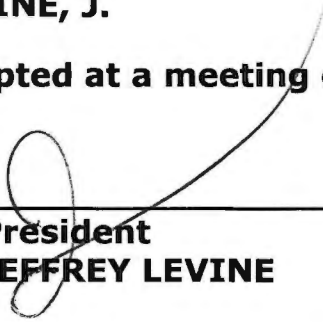
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 24-B-17 as set forth hereinabove.

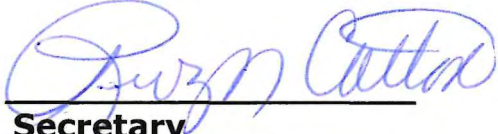
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

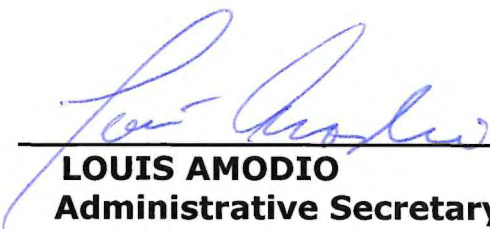
  
\_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

  
\_\_\_\_\_  
**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 May 23, 2024.

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

**EXHIBIT A**

Title: Printing and Mailing Services

Contract # 24-B-17

Bid Tabulation Evaluation

Bid Opening Date: May 14, 2024 @ 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Matrix Imaging Solutions 6341 Inducon Drive E Sanborn, NY 14132	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 20K <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed \$20K	\$332,207.14	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO

**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. 24-B-17  
"Printing and Mailing Services"  
Matrix Imaging Solutions, Inc.

Amount of Project or Contract:

NTE \$332,207.14

1. Acct: # 001-0601-416-70-21  
Purchases/Water Bills-Bank Payments
2. Specific Appropriation to which expenditures will be charged:  
Budget 2024-2026

Other comments: Two (2) Year Contract Extension Commencing May 2024

Date of Certification: May 22, 2024

Amount Certified: \$332,207.14

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION # 24-066**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO APPROVE CHANGE ORDER NO. 2 FOR  
CONTRACT NO. 22-B-10, "ROADWAY PAVEMENT  
RESTORATION"**

**DATE OF ADOPTION: MAY 23, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, under Contract 22-B-10 entitled "Roadway Pavement Restoration" (the "Contract"), was awarded to D.L.S. Contracting, Inc., of Fairfield, New Jersey (the "Contractor") at PVWC's Commission Meeting dated June 22, 2022 (Resolution # 22-065) in accordance with the authorized scope of work with a not to exceed amount of \$1,838,375.00; and

**WHEREAS**, previously approved Change Order No. 1 increased the Contract Price by \$367,675.00 (20.0%), which brought the total adjusted Contract Price to \$2,206,050.00 as approved by the Commission on June 28, 2023 (Resolution # 23-104); and

**WHEREAS**, proposed Change Order No. 2 increased the Contract Price by an additional \$42,320.06 (22.3% total) which brought the total adjusted Contract Price to \$2,248,370.06; and

**WHEREAS**, a copy of the Director of Engineering's memorandum dated May 14, 2024 recommending approval of the said changes to the Project is attached hereto and made a part hereof as **Exhibit A**; 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 approves Change Order No. 2 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

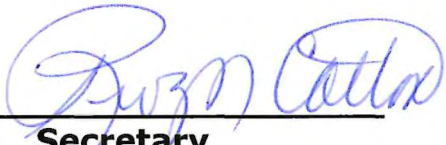
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>VAN RENSA LIER, R.</b>	<u>  X  </u>	___	___	___
<b>COTTON, R.</b>	<u>  X  </u>	___	___	___
<b>SANCHEZ, R.</b>	___	___	___	<u>  X  </u>
<b>KO LODZIEJ, J.</b>	<u>  X  </u>	___	___	___
<b>DE PADUA, C.</b>	<u>  X  </u>	___	___	___
<b>FRIEND, G.</b>	<u>  X  </u>	___	___	___
<b>LEVINE, J.</b>	<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 May 23, 2024.

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



**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: May 14, 2024  
Revised May 15, 2024

To: J. Mueller, Y. Weiss

From: P. Porcaro

cc: L. Bresemann, A. Wells

Re: Change Order No. 2 for Contract No. 22-B-10 Entitled " Roadway Pavement Restoration"

Contract 22-B-10 entitled "Roadway Pavement Restoration" was awarded to D.L.S. Contracting, Inc., of Fairfield, New Jersey at PVWC's June 22, 2022 Commission Meeting (Resolution # 22-065) with a not to exceed amount of \$1,838,375.00.

The not to exceed amount was increased by 20% to a total adjusted contract price not to exceed \$2,206,050.00 as approved by the Commission on June 28, 2023 (Resolution # 23-104). The contractor continued to complete all outstanding work and to avoid public safety issues, PVWC continued to provide new work to the contractor following the adoption of Resolution # 23-104 until the new pavement restoration contract was awarded to Mike Fitzpatrick Contractors in the amount not to exceed \$4,499,300.00 effective October 18, 2023.

Proposed Change Order No. 2 increased the Contract Price by an additional \$42,320.06 (22.3% total) which brought the total adjusted Contract Price to \$2,248,370.06. The contract will be closed out following final payment.

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**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. 22-B-10 – Change Order #2  
“Roadway Pavement Restoration”  
D.L.S. Contracting, Inc.

Amount of Project or Contract:

Not-To-Exceed: \$2,248,370.06 (from \$2,206,050.00)

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

Other comments: **Increase of \$42,320.06**

Date of Certification: May 22, 2024

Amount Certified: \$2,248,370.06

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 24-067**

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR  
THE PROVISION OF EMERGENCY RESCUE AND PREVENTIVE  
SERVICES AND CONSULTATION RELATED TO CONFINED SPACES**

**DATE OF ADOPTION: MAY 23, 2024**

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

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, since 2016, the Passaic Valley Water Commission ("PVWC") has entered into a shared services agreement with the City of Paterson ("Paterson"), individually as the "Party" and collectively as the "Parties", through Paterson's Fire Department for the provision of emergency rescue and preventive services and consultation relative to confined spaces; and

**WHEREAS**, PVWC desires to extend the shared services agreement with Paterson for an additional five (5) year period commencing January 1, 2024 and ending December 31, 2028 with all with terms and conditions (including compensation amounts) as set forth in the Form of Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the Agreement provides for the provision of services by specially assigned Paterson Fire Department Personnel ("PFDP") and to provide regular and consultative services with respect to PVWC's operations at its' various facilities in order to enhance the safety and protection of PVWC's employees, agents, officers, vendors, members of the general public and others; all in accordance with the requirements of 29 CFR 1910.146 et seq., as, and if, amended, in accordance with the Agreement; and

**WHEREAS**, the Agreement provides that PFDP shall be either "on call" or "on site" as needed for confined space entries; and

**WHEREAS**, Paterson shall have the PFDP provide supervision of the appropriate and necessary Personnel and all equipment and materials

necessary to perform the duties stated herein and in accordance with applicable OSHA law and regulations, guidelines and standards (the "Services"); and

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

**WHEREAS**, the Services shall enhance PVWC's confined space program, and this enhancement shall be separate and apart and in addition to that which is provided by Paterson to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the County or State in which PVWC's facilities are located;

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

1. That the Commission hereby authorizes and approves the Shared Services Agreement between PVWC and Paterson for the provision of emergency rescue and preventive services and consultation relative to confined spaces.
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, as all set forth hereinabove.

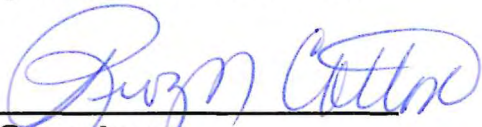
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

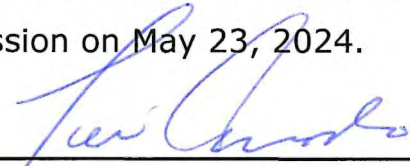
  
\_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

  
\_\_\_\_\_  
**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 May 23, 2024.

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

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR THE  
PROVISION OF EMERGENCY RESCUE AND PREVENTIVE SERVICES AND  
CONSULTATION RELATED TO CONFINED SPACES**

**FORM OF SHARED SERVICES AGREEMENT**

**EXHIBIT A**



**FOR RELEASE TO THE PUBLIC IN REDACTED FORM ONLY  
FOR SECURITY REASONS (SUBJECT TO APPROVAL BY COUNSEL)  
INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
PASSAIC VALLEY WATER COMMISSION  
AND  
THE CITY OF PATERSON  
THROUGH THE PATERSON FIRE DEPARTMENT  
FOR THE PROVISION OF EMERGENCY AND PREVENTIVE SERVICES  
AND CONSULTATION RELATIVE TO CONFINED SPACES**

This Agreement (hereinafter the "Agreement"), made and entered into as of this \_\_\_\_ day of May, 2024, by and between Passaic Valley Water Commission, having offices at 1525 Main Avenue, Clifton, New Jersey 07011 and the City of Paterson, (hereinafter "Paterson"), having offices at 155 Market St, Paterson, NJ 07505, is for the provision of emergency-related health and safety services associated with PVWC's Confined Space Program (hereinafter "Services") for the period of January 1, 2024, through December 31, 2028.

**WHEREAS**, PVWC desires to contract with Paterson for the provision of Services by specially assigned Fire Department ("PFD") Personnel (sworn and trained in accordance with the highest standards of the Fire Department's Confined Space Personnel, (hereinafter "Personnel"); and to provide standby services for confined space emergencies; and

**WHEREAS**, the Services are separate and apart and in addition to that which is provided by Paterson to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the County or State in which PVWC's facilities are located; and

**WHEREAS**, the program objective is for Paterson to provide for comprehensive, quality Services as defined herein to all PVWC employees, properties, and facilities through appropriate means; and

**WHEREAS**, to accomplish this, there will be deployment of Personnel for twenty-four (24) hours per day, seven (7) days a week throughout the term of the Agreement; and

**WHEREAS**, Paterson desires to provide Services to PVWC as set forth herein; and

**WHEREAS**, PVWC wishes to contract with Paterson for said services.

**NOW THEREFORE**, PVWC and Paterson agree, as follows:

1. Staffing:

PFD shall provide staffing, equipment and Services necessary to provide adequate protections against the risks of maintaining and operating confined space facilities in accordance with the United States Department of Labor, Office of Occupational Safety and Health Administration ("OSHA") requirements set forth in 29 CFR 1910.146 et seq.

Paterson shall provide supervision of the appropriate and necessary Personnel and all equipment and materials necessary to perform the duties stated herein and in accordance with applicable OSHA law and regulations, guidelines and standards.

Each party to this Agreement shall provide the other party in writing or by email, with the name and contact information of a single point of contact ("SPOC") for purposes of exchanging information. The SPOC for Paterson shall be Deputy Chief/Executive Officer Brian J. McDermott. The SPOC for the Commission shall be Michael Marotta, General Supervisor of Maintenance. Each party shall notify the other party of any change in the information for the SPOC within three (3) working days of such change.

An Advisory Board shall be established that will consist of four (4) members; two (2) from PFD and two (2) from PVWC. The advisory board will meet a minimum of twice per year to gather and share information, review/update current policies and plan for the annual entry exercise.

2. Term:

The Term of the Agreement shall take effect on January 1, 2024, and expire on December 31, 2028, or as otherwise agreed upon by the parties and may be renewed and/or extended with the WRITTEN consent of the parties. One hundred twenty (120) days prior to expiration of this Agreement, the parties hereto agree to give written notice as to their intention to extend and/or terminate or revise this Agreement subject to the mutual agreement of said parties.

3. Scope of Services:

The Paterson Fire Department ("PFD") shall provide to PVWC the following services:

- "On call" emergency response, which shall mean that PVWC will call the Department prior to every permit-required confined space entry. During that time, PFD shall have their emergency response team available for rescue operations in case of emergency. In the case of emergency, it is expressly understood that 9-1-1 shall be the first call that is made, followed by the call to PFD.
- "On-site" emergency response which shall mean that PVWC will call the Department prior to specific permit-required confined space entry. During that time, PFD shall have their emergency response team on-site for potential rescue operations if needed. In the case of emergency, it is expressly understood that 9-1-1 shall be the first call that is made, followed by immediate PFD response.
- PFD currently possesses and shall be required to maintain all necessary equipment for the performance of confined space rescue operations.
- PFD will conduct on-site surveys and evaluations of permit-required confined spaces owned by PVWC, as required by PVWC.
- PFD will guarantee that no less than eighty (80) fire fighters shall remain trained, and operations-grade certified for "confined space" rescues. PFD will maintain up-to-date training records of all members assigned to the team.

- PFD shall, in cooperation with PVWC, perform at least one (1) exercise annually at a PVWC-owned and controlled permit required, confined space to be determined by the Advisory Board.
- PFD and PVWC further agree to perform reciprocal training in areas such as Confined Space Awareness, annual refresher training and OSHA Disaster Site Worker courses. These refresher training courses shall be scheduled regionally whenever possible.

4. Compensation:

PVWC shall pay the City of Paterson in accordance with the following schedule of fees which shall be payable in quarterly installments, upon receipt of an invoice from the City of Paterson.

- 2024 Year 1 - \$38,642.83, per quarter - \$154,571.32
- 2025 Year 2 - \$39,415.69, per quarter - \$157,662.76
- 2026 Year 3 - \$40,204.00, per quarter - \$160,816.00
- 2027 Year 4 - \$41,008.08, per quarter - \$164,032.32
- 2028 Year 5 - \$41,828.24, per quarter - \$167,312.96

Payment shall be made within thirty (30) days of receipt of the invoice.

There shall be additional fees in the event that PVWC requests that PFD is present at a planned "Stand By" at a permit-required confined space. In that event, the fees paid shall be in accordance with the hourly compensation at PFD at prevailing hourly rates as per the PFD Collective Bargaining Agreement which is in effect during the term of this contract. Prior to authorization of a "Stand By," PFD shall receive written confirmation from PVWC.

5. Supervision:

Paterson through the Fire Department, will, at all times, provide supervision, control and direction of work activities and assignments of Personnel, including disciplinary action with respect to Personnel it provides. It is expressly understood that Paterson shall be responsible for the compensation of the officers and all employee benefits, including worker's compensation insurance, as well as any injury to officers, their property or Paterson's property.

Members shall receive training in the prerequisite courses in Hazardous Materials Awareness, Hazardous Materials Operations, Basic Rope Rescue, Confined Space Awareness and Confined Space Operations.

6. Indemnification:

The City of Paterson and the PVWC shall indemnify each other, defend and save and hold harmless each other from and against any damage, liability, loss, costs or claims arising out of, resulting from or related to the acts of their agents or employees in performance of the work under this contract.

This indemnification shall apply to damages, liabilities, losses, costs and claims arising from the negligence of the Indemnitees, but shall not apply to damages, liabilities, losses, costs or claims arising from the sole negligence of the Indemnitees. This mutual indemnification obligation by both parties shall not be limited by the amount of insurance required to be carried by each under this Contract. These Indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws of the State of New Jersey, including but not limited to the laws pertaining to indemnification, which shall survive the termination of the Agreement.

7. Insurance Requirements:

Both parties acknowledge that they have an insurable interest relative to the scope of services rendered and/or received by each, and other related and material risks.

Nothing contained in this Article shall be construed as limiting the extent of the liability for claims for damages resulting from or related to the services performed under this Contract.

All insurance required hereunder shall include the interests of each Party. Each Party waives all rights against the other and any parties named as additional insureds in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss for damage, the insurer will have no rights of recovery against any of the parties named as additional insured's.

It is recognized that both parties are self-insured for the first dollar up to certain levels. Notwithstanding same, each Party shall provide and maintain, at its sole expense, insurance that will provide protection from claims and liabilities, which may arise out of or result from their performance and furnishing services and other obligations under this Contract, whether it is to be performed or furnished by said Party, by any of the Party's employees, by anyone directly or indirectly employed by any of them to perform or furnish services, or by anyone for whose acts any of them may be liable to the other, and shall maintain reserve funds sufficient to meet applicable statutory requirements or other applicable standards, if any, as follows:

- a. Worker's Compensation and Employer's Liability Insurance: Covering all the employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State of New Jersey and shall include Employer's Liability Insurance.
- b. Commercial General Liability Insurance: The Commercial General Liability Insurance shall include completed operations coverage. Blanket Contractual Liability Insurance must be included, expressly insuring each Party's liability for occurrences assumed under the indemnification clause of the Contract to the extent covered by the standard form Commercial General Liability policy in New Jersey
- c. Comprehensive Automobile Liability Insurance: covering each Party for claims arising from all owned, hired and non-owned vehicles for bodily injury and property damage.

d. Forms of Policies: All liability insurance shall be on an occurrence basis.

Each party hereto shall provide an original endorsement of its applicable Insurance Policies confirming that the other Party is an Additional Insured with respect to the required coverage hereunder.

8. Termination:

Each Party may terminate this Contract upon the provision of one hundred twenty (120) days written notice to the other. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

9. Applicable Law:

This Agreement is made and entered into in the County of Passaic, State of New Jersey. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey, and venue and jurisdiction shall lie in the County of Passaic, unless otherwise agreed to by consent of both Parties and in accordance with applicable law.

10. The Agreement:

The Agreement shall be deemed the entire Agreement between the parties and shall consist of the following component parts:

- a. This Agreement.
- b. Any subsequent addenda, Exhibits, Schedules, etc., agreed to by both parties and entered into in accordance with Paragraph 12 below.

11. Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Amendments:

This Agreement may only be amended by a written document duly authorized by their respective governing bodies and properly executed and attested by the authorized officers of both Parties.

ATTEST:

CITY OF PATERSON

\_\_\_\_\_  
Jacqueline Murray  
Acting City Clerk

\_\_\_\_\_  
Andre Sayegh, Mayor

\_\_\_\_\_  
Aymen Aboushi, Corporation Counsel  
ATTEST:

PASSAIC VALLEY WATER COMMISSION

\_\_\_\_\_  
Louis Amodio, Corporate Secretary

\_\_\_\_\_  
Jeffrey Levine, President

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES AGREEMENT WITH THE CITY OF PATERSON FOR THE  
PROVISION OF EMERGENCY RESCUE AND PREVENTIVE SERVICES AND  
CONSULTATION RELATED TO CONFINED SPACES**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: Shared Services Agreement with the City of Paterson for the Provision of Emergency Rescue and Preventative Services and Consultation Related to Confined Spaces”

Amount of Project or Contract:

\$704,395.36.00

1. Acct: # 001-3002-424-72-21  
Purchases – Services/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:  
Purchases - 2024-2028

Other comments: Five Year Agreement Commencing in January 1, 2024

Date of Certification: May 23, 2024

Amount Certified: \$704,395.36.00

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

YW:lb

\_\_\_\_\_



**RESOLUTION # 24-068**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 20-B-38  
"REPLACEMENT OF WATER MAIN APPURTENANCES"**

**DATE OF ADOPTION: MAY 23, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, Contract No. 20-B-38 entitled "Replacement of Water Main Appurtenances" (the "Project") was awarded to CRJ Contracting Corp. ("CRJ") of Somerville, New Jersey at PVWC's Commission Meeting dated August 12, 2020 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$8,048,770.00; and

**WHEREAS**, a non-compensatory time extension was approved and adopted on November 23, 2022 (Resolution # 22-119) and on November 29, 2023 (Resolution # 23-066); and

**WHEREAS**, it is recommended that PVWC provide the Contractor with a third non-compensatory time extension to the existing contract from July 31, 2023 to December 31, 2024 to provide Contractor the additional time to complete assigned water main improvement projects at various locations throughout of PVWC's distribution system and at the LFWTP with the schedule as summarized in the Director of Engineering's memorandum dated May 14, 2024 in **Exhibit A**;

**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 the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution

and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

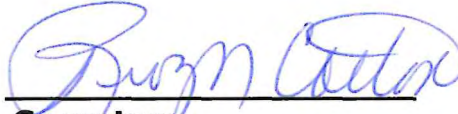
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

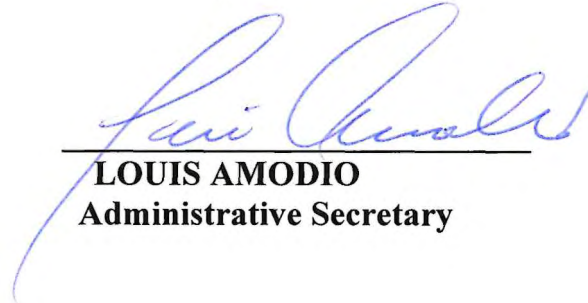
  
\_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

  
\_\_\_\_\_  
**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 May 23, 2024.

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

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: May 14, 2024

To: J. Mueller

From: P. Porcaro

cc: L. Bresemann, C. Vozzella, A. Wells

Re: Contract No. 20-B-38: Third Non-Compensatory Time Extension

I would like to obtain approval for a third non-compensatory time extension for Contract No. 20-B-38 entitled "Replacement of Water Main Appurtenances" with a new expiration date of December 31, 2024. The contractor, CRJ has agreed to this time extension in order to complete all assigned water main improvement projects at various locations throughout of PVWC's distribution system and at the LFWTP.

CRJ's tentative schedule is as follows:

- 1) LFWTP Main Upgrades [3 weeks] – Phase 1 was conducted during the fall / winter – test pitting operations and main replacement at Chemical North Building. Moved Phase 2 for the remaining replacement work at Hydraulic Switchboard Chamber to Fall 2024.
  - 2) Six Brothers Diner Service Decommission [1 week] – Phase 1 included test pitting operations, construction of wholesale meter chamber to NJAWC at PVWC's transmission main. Moved Phase 2 for cutting off service line at NJAWC's main and reconnecting to PVWC's main on Route 46 to June 2024.
  - 3) River Drive (Garfield & Elmwood Park) River Crossings [2 weeks] – Moved cutting off abandoned wholesale connection and removal of pipe at river crossing to June / July 2024.
  - 4) Install 16" insertion valve to replace Valve CL-5253 at Stanchak Court and Allwood Road [1 week] – Moved to end of May / June 2024.
  - 5) GSP Crossing Decommission at Broad Street to Pershing Road, Clifton [2 weeks] – End of May / June 2024]
  - 6) Concrete and Road Restoration Work at 17 locations following completion of Work
-

**RESOLUTION NO. 24-069**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD PROJECT NO. 24-PE-03,  
"PROFESSIONAL SERVICES FOR FERC LICENSING OF PVWC'S  
FACILITIES"**

**DATE OF ADOPTION: MAY 23, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 24-PE-03, "Professional Services for FERC Licensing of PVWC's Facilities" (hereinafter the "Project"); and

**WHEREAS**, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) and

**WHEREAS**, the firm of HDR Engineering, Inc., of Woodcliff Lake, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$400,000.00 over a period of three (3) years, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

**WHEREAS**, said contract shall be used for the preparation of the Federal Energy Regulatory Commission's (FERC) Traditional Licensing Process (TLP) to file an application for non-power license for the 2.4-megawatt (MW) Little Falls Hydroelectric Project at the Little Falls Water Treatment Plant and all associated work; 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,** 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:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. 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.

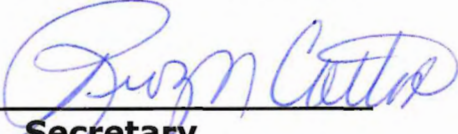
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>VAN RENSALIER, R.</b>	<u><b>X</b></u>	—	—	—
<b>COTTON, R.</b>	<u><b>X</b></u>	—	—	—
<b>SANCHEZ, R.</b>	—	—	—	<u><b>X</b></u>
<b>KOLODZIEJ, J.</b>	<u><b>X</b></u>	—	—	—
<b>DEPADUA, C.</b>	<u><b>X</b></u>	—	—	—
<b>FRIEND, G.</b>	<u><b>X</b></u>	—	—	—
<b>LEVINE, J.</b>	<u><b>X</b></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 May 23, 2024.

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



**EXHIBIT A**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION**

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

**APPENDIX C**

**FORM OF AGREEMENT**

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 \_\_\_\_\_, 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 24-PE-03** entitled **Professional Services for FERC Licensing of PVWC Facilities** (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 of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated \_\_\_\_\_, 20\_\_, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for 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 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 D** or in accordance with the QUALIFICATIONS **not to exceed \$400,000.00**.

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

#### **Insurance Coverages**

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

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 QUALIFICATIONS.

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

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

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

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

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

**PROFESSIONAL FIRM**

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

\_\_\_\_\_  
Secretary

(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
JEFFREY LEVINE  
President



**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: Project No. 24-PE-03  
"Professional Services for FERC Licensing of  
PVWC's Facilities"  
HDR Engineering, Inc.

Amount of Project or Contract:

\$400,000.00 – Project No. 24-PE-03

1. Acct: # 001-0901-419-95-09  
CAPITAL/BLDGS/STRUCTURES – L.F.
2. Specific Appropriation to which expenditures will be charged:  
CAPITAL - 2024/2025

Other comments: Three Years Commencing in May 2024

Date of Certification: May 22, 2024

Amount Certified: \$400,000.00

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

YW:lb

\_\_\_\_\_

**RESOLUTION # 24-070**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 22-B-14  
"EMERGENCY WATER MAIN REPAIRS"**

**DATE OF ADOPTION: MAY 23, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, Contract No. 22-B-14 entitled "Emergency Water Main Repairs" (the "Project") was awarded to J. Fletcher Creamer & Son, Inc. ("Creamer") of Hackensack, New Jersey at PVWC's Commission Meeting dated June 22, 2022 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$4,108,513.00; and

**WHEREAS**, Change Order No. 1 was approved and adopted on May 24, 2023 (Resolution # 23-070), not to exceed \$5,358,513.00; and

**WHEREAS**, it is recommended that PVWC provide the Contractor with a first non-compensatory time extension to the existing contract from June 21, 2024 (Resolution # 22-066) to December 31, 2024 to provide Contractor the additional time to complete assigned water main improvement projects at various locations throughout of PVWC's distribution system with the schedule as summarized in the Director of Engineering's memorandum dated May 14, 2024 in **Exhibit A**;

**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 the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution

and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

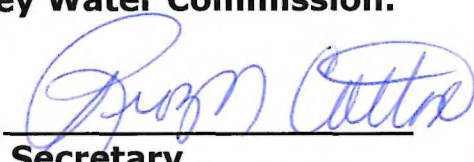
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>VAN RENSALIER, R.</b>	<u><b>X</b></u>	—	—	—
<b>COTTON, R.</b>	<u><b>X</b></u>	—	—	—
<b>SANCHEZ, R.</b>	—	—	—	<u><b>X</b></u>
<b>KOLODZIEJ, J.</b>	<u><b>X</b></u>	—	—	—
<b>DEPADUA, C.</b>	<u><b>X</b></u>	—	—	—
<b>FRIEND, G.</b>	<u><b>X</b></u>	—	—	—
<b>LEVINE, J.</b>	<u><b>X</b></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 May 23, 2024.

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

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: May 14, 2024

To: J. Mueller

From: P. Porcaro

cc: L. Bresemann, C. Vozzella, A. Wells

Re: Contract No. 22-B-14: First Non-Compensatory Time Extension

I would like to obtain approval for a first non-compensatory time extension for Contract No. 22-B-14 entitled "Emergency Water Main Repairs" with a new expiration date of December 31, 2024. The contractor, J. Fletcher Creamer & Son, Inc. has agreed to this time extension in order to complete all assigned water main improvement projects at various locations throughout of PVWC's distribution system and at the LFWTP.

Creamer's tentative schedule is as follows:

- 1) Main Extension – Kearney Street, Paterson - 400 LF.
  - 2) Main Extension – Jasper Street, Paterson – 360 LF.
  - 3) Allwood Road Overpass over the GSP, Clifton – Victaulic pipe.
  - 4) 6th Ave Pedestrian Overpass – Primus liner.
  - 5) In Proximity to the Harrison Avenue Tank, Lodi - Water Main Improvements
  - 6) Valve Replacement – currently compiling a list – at least a few dozen valves
  - 7) Concrete and Road Restoration Work following completion of Work
-

**RESOLUTION # 24-071**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 20-C-1  
"PROFESSIONAL SERVICES FOR SOFTWARE IMPLEMENTATION  
OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)"**

**DATE OF ADOPTION: MAY 23, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **CARMEN DE PADUA**

**WHEREAS**, Contract No. 20-C-1 entitled " Professional Services for Software Implementation of Computerized Maintenance Management System (CMMS)" (the "Project") was awarded to Cardno, Inc. who was purchased by Stantec Consulting Service, Inc. ("Stantec") of Clearwater, Florida at PVWC's Commission Meeting dated June 9, 2021 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$1,440,685.00; and

**WHEREAS**, it is recommended that PVWC provide the Contractor with a first non-compensatory time extension to the existing contract from June 8, 2024 (Resolution # 21-62) to December 31, 2024 to provide Contractor the additional time to complete contingency tasks associated with CIS, GIS and support and training as summarized in the Director of IT's memorandum dated May 16, 2024 in **Exhibit A**;

**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 the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

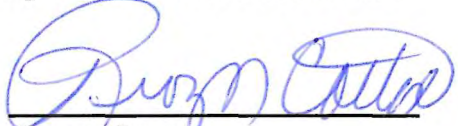
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

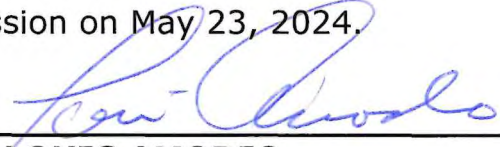
  
 \_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

  
 \_\_\_\_\_  
**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 May 23, 2024.

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

**EXHIBIT A**



## Passaic Valley Water Commission Inter - Office Memorandum

To: L. Bresemann  
From: L. Ducheine  
cc: J. Mueller  
Date: May 16, 2024  
Re: Request permission to extend contract # 20-C-1 "Professional Services for Software Implementation of Computerized Maintenance Management System (CMMS)"

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Please accept this memo as a request to extend contract # 20-C-1 "Professional Services for Software Implementation of Computerized Maintenance Management System (CMMS)" to the end of calendar year 2024.

Project contingencies must be addressed to deliver the as contractually stipulated. Items that will be addressed through said contingencies are:

- CIS Interface Enhancement.
- CIS Interface Modification.
- GIS supported relationships for work zones.
- Support/Training.

While the current Purchase Order expires on 6-8-2024, the contingency community of tasks need a substantially longer time to complete. As a result, the IT department is recommending the Board approves the requested extension.