

PASSAIC VALLEY WATER COMMISSION
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND
PARTICIPATION FOR THE LEVINE RESERVOIR
WATER STORAGE IMPROVEMENTS-PROJECT NO. 15-P-56

ADDENDUM NO. 1

To: All Prospective Responders for this Project

Re: Addendum No. 1

Prospective responders are advised that the Request for Responses previously issued by the Commission for the above-referenced Project is hereby amended by this addendum.

This addendum will be issued by the Commission electronically to those of record as having been issued the referenced Request for Responses by the Commission, and is on file and available in electronic form by forwarding an e-mail request to lbeckering@pvwc.com or glucianin@pvwc.com.

This addendum may also be obtained in person at the offices of the Commission's Purchasing Agent at 1525 Main Avenue, Clifton, New Jersey 07011 during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

Responders shall acknowledge receipt of this addendum in the appropriate space provided therefor on Page 14 of the Request for Responses.

This addendum shall be attached to and become part of the Request for Responses.

TIME EXTENSION FOR RECEIPT OF PROPOSALS

The date for receipt of sealed submissions (Proposals) has been changed. All Proposals are now due on Tuesday, April 21, 2015 at the same time and place indicated in the Public Notice.

APPENDIX C
PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

Delete Page C-3 of Appendix C in its entirety, and in its place insert revised Page C-3 (ADD#1) which reduces the amount for General Liability and Automobile Liability from \$3,000,000 to \$1,000,000 for Item 10 b) and which also reduces the amount for Professional Liability from \$3,000,000 to \$1,000,000 for Item 10 c). A copy of the revised Page C-3 (ADD#1) incorporating the above corrections is attached hereto and made a part hereof.

Enclosure: Page C-3 (ADD#1)

END OF ADDENDUM NO. 1

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.