



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-81

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: SEPTEMBER 15, 2021

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: DEPADUA offers the following Resolution for adoption:

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

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

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

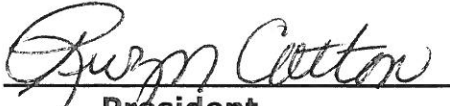
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed *in camera*.
2. It is anticipated at this time that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

Second by COMMISSIONER: VAN RENSALIER Time: 9:42 AM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


 President
 RUBY N. COTTON


 Secretary
 JEFFREY LEVINE

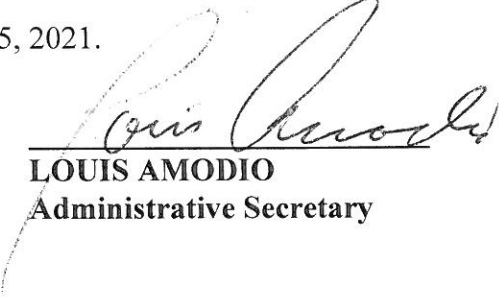
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



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 September 15, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 21-82

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

AWARD PROJECT NO. 21-P-83 ENTITLED "ENGINEERING SERVICES FOR PVWC NOSENZO POND WELLHOUSE PFAS"

DATE OF ADOPTION: SEPTEMBER 15, 2021

Introduced by Commissioner: KOLODZIEJ

Seconded by Commissioner: LEVINE

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 21-P-83 "Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's memorandum dated

September 1, 2021 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Arcadis U.S., Inc., of Fair Lawn, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received July 27, 2021 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$363,000.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

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

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

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

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

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

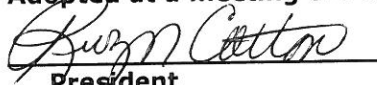
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$363,000.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

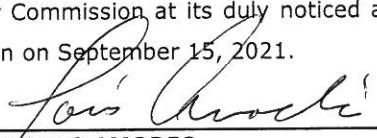


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on September 15, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 21-P-83
"ENGINEERING SERVICES FOR PVWC NOSENZO POND
WELLHOUSE PFAS"**

PVWC MEMORANDUM DATED SEPTEMBER 1, 2021

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 1, 2021

To: Hon. Commissioners

From: P. Porcaro

cc: L. Amodio
G. Lucianin
Y. Weiss

Re: Request to Award Project No. 21-P-83 "Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS"

Summary

It is recommended that Project No. 21-P-83 "Engineering Services for PVWC Nosenzo Pond Wellhouse PFAS" (the "Project") be awarded to Arcadis U.S., Inc., of Fair Lawn, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$363,000.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on July 27, 2021 six (6) responses were received and evaluated by PVWC based on criteria as set forth in the request for responses. A summary of not-to-exceed total costs submitted by the applicable responders for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

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

EVALUATION OF RESPONSES RECEIVED

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Arcadis U.S., Inc. ⁽²⁾⁽⁸⁾	\$363,000.00	956
CME Associates ⁽³⁾	\$451,089.00	751
Crew Engineers, Inc. ⁽⁴⁾	\$429,274.00	836
H2M Associates, Inc. ⁽⁵⁾	\$518,020.00	798
T&M Associates ⁽⁶⁾	\$244,580.00	858
TRC Environmental ⁽⁷⁾	\$828,696.14	720

Notes: (1) Using evaluation criteria set forth in the RFP.
(2) Arcadis US, Inc. of Fair Lawn, NJ
(3) CME Associates of Parlin, NJ
(4) Crew Engineers, Inc. of Butler, NJ
(5) H2M Associates, Inc., of Parsippany, NJ.
(6) T&M Associates of Middletown, NJ.
(7) TRC Environmental Corp., of New Providence, NJ
(8) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-83

**"ENGINEERING SERVICES FOR PVWC NOSENZO POND
WELLHOUSE PFAS"**

FORM OF AGREEMENT

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

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 Arcadis U.S., Inc., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 17-17 Route 208 North, Fair Lawn, New Jersey 07410.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to PVWC Nosenzo Pond Wellhouse PFAS Project 21-P-83 (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated July 27, 2021, 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). The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and

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

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

5. PVWC will provide to PROFESSIONAL all available information, including previous reports 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:

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, race, 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 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: _____
RUBY COTTON
President

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-83

**"ENGINEERING SERVICES FOR PVWC NOSENZO POND
WELLHOUSE PFAS"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Professional Services- Arcadis U.S. Inc.
Feasibility Study & Design for (PFAS) Nosenzo Pond Wellhouse

Professional Services for Project # 21-P-83

Amount of Project or Contract: \$ 363,000.00

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

Other comments: **Professional Services**

Date of Certification: September 14, 2021

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #17-COMP-00098 | M7003
ESRI GIS SOFTWARE AND SERVICES**

DATE OF ADOPTION: SEPTEMBER 15, 2021

Introduced by Commissioner: KOŁODZIEJ

Seconded by Commissioner: LEVINE

WHEREAS, ESRI is a sole source fixed price software vendor based on pre-negotiated State Master Purchasing contracts; and

WHEREAS, State Contract #17-COMP-00098 | M7003 (the "State Contract") is for the procurement of additional ArcGIS software licenses and technical support required for the implementation of the new Computerized Maintenance Management System (CMMS) software; and

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

WHEREAS, PVWC has elected to procure the above-referenced ArcGIS software licenses and support from Environmental Systems Research Institute, Inc. (ESRI), of Redlands, California (the "Awardee") under the State Contract, in the amount of \$91,360.00, and a copy of a memorandum dated September 14, 2021 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

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

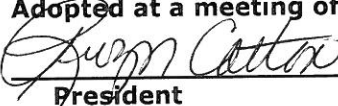
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

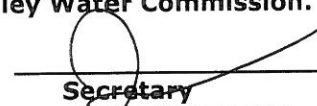
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on September 15, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROCUREMENT OF ADDITIONAL
ARCGIS SOFTWARE LICENSES AND
TECHNICAL SUPPORT**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED SEPTEMBER 14, 2021
PVWC'S FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT INFORMATION**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 14, 2021

FROM: Purchasing Department

TO: Louis Amodio
Yaacov Brisman
Yitzchak Weiss

RE: ESRI, Inc– Procure Additional ArcGis Software Licenses (NJ State Contract)

The Engineering Department is recommending that PVWC enter into an agreement with ESRI, Inc for “ additional licenses for the new CMMS System” and a “Support and Maintenance Agreement” for PVWC’s (Computerized Maintenance Management System) in the total amount of \$91,360.00.
(Certification of Funds Attached)

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: ESRI, INC-NJ STATE CONTRACT 17-COMP-00098

Amount of Project or Contract: \$91,360.00

1. Acct: # 001-0901-419-7052 Purchases / Maint. & Licensing Agreement

Specific Appropriation to which expenditures will be charged: Budget 2021

Other comments: ONE TIME PURCHASE

Date of Certification: 09/14/2021 Certified: \$91,360.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-450363

Date: August 31, 2021

Customer # 257718 Contract # M-7003 CONTRACT
#COMP-00098

Passaic Valley Water Commission
Engineering Dept
1525 Main Ave
Clifton, NJ 07011-2170

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/25/2021 To: 11/23/2021*

ATTENTION: Eric Coan
PHONE: (973) 340-4318
EMAIL: ecoan@pvwc.com

Material	Qty	Unit Price	Total
154781	1	\$8,243.00	\$8,243.00
ArcGIS Enterprise Standard Up to Four Cores Upgrade from ArcGIS GIS Server Basic			
162036	1	\$8,243.00	\$8,243.00
ArcGIS Monitor for ArcGIS Server Up to Four Cores Perpetual License			
157021	1	\$3,224.00	\$3,224.00
ArcGIS Developer Premium Annual Subscription			
174382	15	\$750.00	\$11,250.00
Esri Training Pass per Day One Year Term			
153637	1	\$19,000.00	\$19,000.00

The ArcGIS Enterprise Jumpstart - Standard Service Package provides up to 4 days of on-site and/or remote installation and configuration support for an ArcGIS Enterprise implementation on up to 6 customer-provided physical, virtual, or cloud servers by 1 Esri consultant based on a basic implementation and design plan developed prior to the engagement. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Andrew Falker	Email: afalker@esri.com	Phone: 610-644-3374 x5909
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

FALKERA

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-450363

Date: August 31, 2021

Customer # 257718 Contract # M-7003 CONTRACT
#COMP-00098

Passaic Valley Water Commission
Engineering Dept
1525 Main Ave
Clifton, NJ 07011-2170

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/25/2021 To: 11/23/2021*

ATTENTION: Eric Coan
PHONE: (973) 340-4318
EMAIL: ecoan@pwwc.com

Material	Qty	Unit Price	Total
----------	-----	------------	-------

during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

158344	3	\$6,500.00	\$19,500.00
--------	---	------------	-------------

Platform Engineer Service Retainer Package provides the Customer a choice of one of two options: 1) up to 20 hours of remote consulting; or 2) one day of onsite consulting support from a U.S. based Esri platform engineer. Technical topics may include assisting with installation and configuration of ArcGIS software, defining information products, ArcGIS organization configuration, workflows using ArcGIS Desktop, ArcGIS Pro, and Esri Apps, Map and App configuration, and general "best practices" knowledge transfer for components of the ArcGIS Platform. For specific ArcGIS Solutions see additional detail in the activity description attached to this quote or provided separately. Prior to the start of the engagement, the Customer will be contacted by an Esri representative to determine requirements and whether remote or on-site support is requested. If the Customer selects the remote consulting option, the Esri representative will assign a technical consultant to work with the Customer for the duration of the allotted hours. If the Customer selects the on-site consulting option, the Esri representative will work with the Customer to define expectations and then schedule a mutually agreed upon date for the onsite engagement. Scheduling will be based on resource availability. The consulting support provided under this Professional Service Package must be expended within a period of twelve (12) months from when valid Purchase Order is received. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

158346	3	\$7,300.00	\$21,900.00
--------	---	------------	-------------

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Andrew Falkner

Email:
afalkner@esri.com

Phone:
610-644-3374 x5909

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

FALKERA

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-450363

Date: August 31, 2021

Customer # 257718 Contract # M-7003 CONTRACT
#COMP-00098

Passaic Valley Water Commission
Engineering Dept
1525 Main Ave
Clifton, NJ 07011-2170

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/25/2021 To: 11/23/2021*

ATTENTION: Eric Coan
PHONE: (973) 340-4318
EMAIL: ecoan@pvwc.com

Material	Qty	Unit Price	Total
----------	-----	------------	-------

Geodatabase Administrator Service Retainer Package provides the Customer a choice of one of two options: 1) up to 20 hours of remote consulting; or 2) one day of onsite consulting support from a U.S. based Esri Geodatabase Administrator. Technical topics may include data preparation and conversion, upgrading or migrating geodatabases, enterprise geodatabase configuration, design, organization, versioning, replication, and best practices for geodatabase deployment. Prior to the start of the engagement, the Customer will be contacted by an Esri representative to determine requirements and whether remote or on-site support is requested. If the Customer selects the remote consulting option, the Esri representative will assign a technical consultant to work with the Customer for the duration of the allotted hours. If the Customer selects the on-site consulting option, the Esri representative will work with the Customer to define expectations and then schedule a mutually agreed upon date for the onsite engagement. Scheduling will be based on resource availability. The consulting support provided under this Professional Service Package must be expended within a period of twelve (12) months from when valid Purchase Order is received. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>.

Subtotal:	\$91,360.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$91,360.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Andrew Falker	Email: afalker@esri.com	Phone: 610-644-3374 x5909
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

FALKERA

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Professional Service Packages Requirements



The requirements for using Esri Professional Service Packages are described below; see corresponding footnotes in parentheses for specific descriptions.

Enterprise Consulting Services

- Capacity Planning (2, 25)
- Enterprise GIS Health Check (1, 13, 14, 23, 25)

Jumpstart Services

- ArcGIS Data Reviewer Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 20)
- ArcGIS Enterprise Jumpstart—Basic (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Enterprise Jumpstart—Standard (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Enterprise Jumpstart—Advanced (1, 8, 13, 14, 19, 22, 30)
- ArcGIS Aviation Charting Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- ArcGIS Maritime Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- ArcGIS Image Server Jumpstart (1, 7, 8, 13, 14, 19, 22)
- ArcGIS GeoEvent Server Jumpstart (1, 8, 13, 14, 19, 22, 32, 33)
- ArcGIS Monitor Jumpstart (1, 5, 8, 12, 19, 23)
- ArcGIS Workflow Manager Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 12, 16, 18, 20, 26)
- ArcGIS Data Appliance Jumpstart (1, 8, 13, 22, 28)
- ArcGIS Data Appliance and ArcGIS Enterprise Bundle Jumpstart (1, 8, 13, 22, 28)
- ArcGIS Defense Mapping Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)
- Esri Geoportal Server Jumpstart—3 Days (1, 8, 13, 19, 21, 27)
- Esri Geoportal Server Jumpstart—5 Days (1, 8, 13, 19, 21, 27)
- ArcGIS Production Mapping Jumpstart (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 20)

Launch Kits

- 3D Launch Kit (1, 20, 34)
- AEC Project Delivery Launch Kit—Basic (1, 13, 14, 23, 31, 35)
- AEC Project Delivery Launch Kit—Standard (1, 13, 14, 23, 31, 35)
- ArcGIS Hub Launch Kit (1, 5, 14, 26, 36, 37, 38)
- ArcGIS Urban Launch Kit (2, 20, 34)
- Emergency Management Operations Launch Kit (1, 2, 34)
- Market Planning Launch Kit—Basic (1, 13, 14)
- Market Planning Launch Kit—Advanced (1, 13, 14)
- Web GIS Launch Kit (1, 13, 14, 22)
- Web Maps and Apps Launch Kit (1, 13, 14, 22)

Remote Support

- AEC Project Delivery Remote Support (2, 23, 35)
- ArcGIS Monitor Remote Consulting Services—20 Hours (2, 12, 23)
- Remote Support for Esri Geoportal Server—20 Hours (2, 23, 24)
- UI/UX Expert Review—20 Hours (2, 23)

Retainers

- Business Consultant Service Retainer Package (1, 2, 20, 23)
- Developer Service Retainer Package (1, 2, 20, 23)
- Geodatabase Administrator Services Retainer Package (1, 2, 20, 23)
- Geospatial Analyst Service Retainer Package (1, 2, 20, 23)
- Platform Engineer Service Retainer Package (1, 2, 20, 23)

Workshop Services

- ArcGIS Data Reviewer Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 20)
- ArcGIS Aviation Charting Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20)
- ArcGIS Maritime Workshop (1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 20)
- ArcGIS Workflow Manager Workshop (2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 18, 20, 26)
- ArcGIS Defense Mapping Workshop (1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 20)
- ArcGIS Production Mapping Workshop (1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 20)
- Water Outage Solution Workshop (1, 2, 13, 23)

1. On-site support days shall be limited to no more than 8 working hours per day and performed on consecutive business days.
2. Remote Support may be scheduled between 5:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, excluding Esri holidays.
3. Workshop shall be limited to no more than 12 Customer participants.
4. If it is determined that customer data will be integrated into the workshop/package, the data will be made available to Esri at least 10 business days prior to the workshop/package.
5. A computer projection system for PowerPoint presentations with a minimum resolution of 1024 x 768 is required.
6. It is the responsibility of the Customer to ensure that the computers and related space/equipment needed for the workshop are provided. Minimum computer requirements are as follows: Windows 7+, 2.0 GHz CPU, 4 GB RAM (8 GB recommended), 1024 x 768 or higher screen resolution, and adequate hard drive space for installation of the workshop data.
7. The location of the ArcGIS license (whether local or on a server) will affect student workspace environment setup. For optimal performance, it is recommended that ArcGIS Desktop be installed on each machine.
8. Customer will download installation files and ECP files and any necessary major updates for all applicable software from <https://my.esri.com> prior to the arrival of the Esri consultant.
9. ArcGIS Desktop (Advanced license level) and the most recent major updates must be installed.
10. Esri consultant requires administrative access to all workshop machines.
11. Workshop participant prerequisites will vary, depending on the topics. At a minimum, the participants should have taken ArcGIS 1: Introduction to GIS and ArcGIS 2: Essential Workflows or have equivalent knowledge/exposure to ArcGIS software.
12. Version 10.2, or higher, and the most recent major updates for the product in the package title should be installed.
13. The Esri consultant will require remote access to servers via Remote Desktop or Secure Socket Shell (SSH); access to user accounts with administrative privileges on any servers where software will be installed; and administrative access to any RDBMS used as an ArcGIS Enterprise geodatabase.
14. Customer will complete the previsit questionnaire and submit it to Esri prior to scheduling the on-site visit.
15. For information regarding system requirements, please see <https://desktop.arcgis.com/en/arcmap/latest/install/mapping-charting/mapping-and-charting-solutions-system-requirements.htm>.
16. The specific breakdown of hands-on training days and Customer-directed assistance days will be determined at least 10 business days prior to the Jumpstart.
17. Workshop setup documents and temporary licenses can be provided. For more information, please see <https://desktop.arcgis.com/en/arcmap/latest/install/data-reviewer/arcgis-data-reviewer-for-desktop-system-requirements.htm> for specific information regarding ArcGIS Data Reviewer system requirements.
18. For more information, please see <https://desktop.arcgis.com/en/arcmap/latest/install/workflow-manager/arcgis-workflow-manager-for-desktop-and-server-system-requirements.htm> for specific information regarding ArcGIS Workflow Manager system requirements.
19. Target installation servers should have applicable operating systems, databases, and patches installed and connected to the network prior to the on-site visit. For ArcGIS Enterprise system requirements, please see <https://enterprise.arcgis.com/en/system-requirements/latest/windows/arcgis-enterprise-overall-system-requirements.htm>.
20. Customer will not provide the Esri consultant the following:
 - a. Information, data, or technology controlled for export under the International Traffic in Arms Regulations (ITAR);
 - b. Unclassified controlled technical information (UCTI) or Covered Defense Information (CDI) under DFARS 204.7300 (252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting); and
 - c. Protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA).
21. Jumpstart services participants should have prior experience with software installation, configuration, and operations in the Customer's environment. Jumpstart services facilities, including desktop workstations for each participant, should be set up prior to Esri staff arrival, per mutually agreed-upon specifications.
22. ArcGIS Desktop (Standard or Advanced) is required to support testing, configuration, administrative, and technology transfer tasks, in addition to geodatabase administration and data loading.
23. Customers must be current on maintenance of the product.
24. Topics must be related to Esri Geoportal Server.
25. This service will be conducted in a production environment. Consulting support for designing, installing, configuring, and performance and scalability testing of Esri products is outside the scope for this Service Package.

26. Workshop participant prerequisites will vary, depending on the topics. At a minimum, the participants should have taken ArcGIS 1: Introduction to GIS or have equivalent knowledge of/exposure to ArcGIS software.
27. For a full list of the Esri Geoportal Server system requirements, please see <https://github.com/Esri/geoportal-server/wiki/Preinstallation-1.2.9>.
28. Customer will connect Data Appliance for ArcGIS to the customer IT environment (and the server loaded with the ArcGIS Server software, if applicable), assign Data Appliance for ArcGIS an IP address, and place Data Appliance for ArcGIS into the same domain as the Customer's ArcGIS Enterprise system prior to the on-site arrival of the Esri consultant.
29. Topics covered must be related to the Esri Professional Service Package purchased with the remote support hours.
30. Design is limited to an MS Visio or PDF diagram with high-level details of a single ArcGIS environment and basic sizing estimates for component servers.
31. The Esri foundational apps covered can include ArcGIS Web AppBuilder, ArcGIS StoryMaps, ArcGIS Open Data, configurable app templates, ArcGIS Dashboards, ArcGIS for Office, ArcGIS Collector, ArcGIS Explorer, ArcGIS Workforce, or ArcGIS Survey123.
32. Customer is required to have an existing ArcGIS Enterprise implementation with the following components installed and configured prior to start of services: ArcGIS Server, Portal for ArcGIS, and the ArcGIS Data Store.
33. GeoEvent Server connectors covered in the ArcGIS GeoEvent Server Jumpstart include connectors that are provided with the product and connectors that are developed by the Esri GeoEvent team listed in the ArcGIS GeoEvent Gallery.
34. Specific requirements for participants, software, data, and meeting facilities will be provided by the Esri consultant prior to scheduling of the work.
35. ArcGIS Pro or ArcGIS Notebook Server is required.

Professional Services Agreement



This Professional Services Agreement ("Agreement") is between the Customer ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

1. DEFINITIONS

"COTS Software" means all or any portion of Esri's proprietary commercial off the shelf software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Deliverable(s)" means anything that Esri delivers to Customer as a result of performance of Services.

"Ordering Document" means a purchase order or other ordering document identifying the proposal or quote for Services that Customer orders. For purposes of a Disaster Response Support Service Package, Ordering Document can also be an Authorization to Proceed (ATP) letter.

"Services" means any Professional Service development or consulting services that Esri provides to Customer.

"Service Package(s)" means a predefined unit of Services including travel related expenses provided at a firm fixed price.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this section, Esri owns and retains all rights, title, and interest in Deliverables provided under this Agreement. In consideration of Customer's payment of all applicable fees in accordance with this Agreement, Esri grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Deliverables as set forth in the applicable specifications and Esri's proposal. Esri authorizes Customer to copy and make derivative works of the Deliverables for Customer's own internal use in conjunction with Customer's authorized use of Esri's COTS Software. The grants of rights in this section continue for the duration of the subscription or applicable term or perpetually if no term is applicable or identified in Esri's proposal. Customer will not: (i) sell, rent, lease, sublicense, distribute or assign services or Deliverables; (ii) reverse engineer, decompile, or disassemble any Deliverables delivered in compiled form; (iii) remove or obscure any Esri or its licensors' patent, trademark, proprietary rights notices, or legends contained or affixed to any Deliverables. All rights not specifically granted in this Agreement are reserved.

3. COMPENSATION AND INVOICING

For Service Packages, Esri will perform and invoice services on a firm fixed price basis. Esri will invoice Customer for all Service Packages ordered upon receipt of a valid Ordering Document. The Ordering Document will confirm the quantity and price of the Service Packages ordered, as described in Esri's proposal or quotation and will reference Customer

acceptance of the applicable quote or proposal. Esri's obligation for completion of the services proposed is limited to the hours, days, or weeks outlined in the Service Package descriptions within Esri's proposal. Esri may, at its sole discretion, stop work to avoid exceeding the total allotted time specified. Unused labor time or travel remaining after the performance of a Service Package will expire and not be available for performance later. If funded Service Packages have not been performed within the term stated in the proposal or quote or within twelve (12) months of the Ordering Document issue date, the Service Package will expire, and no refund will be provided.

For Firm Fixed Price engagements, Esri will prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month or after the completion of each milestone, as specified in Esri's proposal. Upon acceptance of all Deliverables under this Agreement, the unpaid balance of the total Agreement value will be due.

For Time and Material based engagements, Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month or for actual workdays expended. Daily rates are based on eight (8) hours of labor and a partial day will be adjusted and invoiced accordingly. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri may reallocate authorized funding between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall authorized funding is not exceeded. If Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability. If Customer requires Services beyond the term stated in the proposal, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

Customer will pay each invoice no later than thirty (30) days after receipt and will send payment to the Esri address identified on the invoice.

4. ACCEPTANCE

For Service Packages and Time and Material engagements, Deliverables are consultation time only. Services are subject to the not-to-exceed funding limit and will be deemed accepted unless Customer notifies Esri within ten (10) days after performance. Customer may purchase additional Service Packages as needed to complete Customer's work requirements.

For Firm Fixed Price engagements, Customer will complete its acceptance review within ten (10) business days of

receiving each Deliverable. Customer may accept or reject Deliverables as follows:

- A. "Deliverable Accepted" means a Deliverable conforming to the Scope of Work with no more than minor nonconformities.
- B. "Deliverable Accepted with Rework" means a Deliverable substantially conforming to the Scope of Work but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable to repair the identified nonconformities and resubmit the Deliverable within thirty (30) calendar days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) business days of such resubmission and will reclassify the deliverable as either Deliverable Accepted or Deliverable Rejected.
- C. "Deliverable Rejected" means a Deliverable that fails to substantially conform to the applicable Scope of Work. Esri will rework the Deliverable and resubmit it to Customer within thirty (30) calendar days, at which time Customer will have ten (10) business days to rerun its acceptance review and reclassify the deliverable as either Deliverable Accepted or Deliverable Rejected.

Customer will not use any Deliverable in its business operations before acceptance as described in A or B above. If Esri does not receive written notice that the Deliverable is either Accepted, Accepted with Rework, or Rejected in accordance with A, B, or C above within ten (10) business days after delivery, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first occurrence of either of these events, to have been accepted.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of acceptance of a Deliverable that the Deliverable will materially comply with the applicable written specifications referenced in the proposal or quote. If a Deliverable does not substantially conform to these standards or specifications, Esri will reperform the Deliverable at no additional cost to Customer.

Disclaimer of Warranties. Except for the limited warranty set forth in this section, Esri disclaims all warranties or conditions of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights. Esri does not warrant that Deliverables, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Deliverables are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be a Customer's own risk and cost.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

Neither Customer nor Esri will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the Agreement value. The limitations and exclusions of liability do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation. In no event will Esri's total cumulative liability exceed the amount actually paid by Customer for services from which the liability directly arose under this Agreement.

7. EXPORT COMPLIANCE

Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

8. GENERAL PROVISIONS

8.1 Use of Subcontractors. Esri reserves the right to utilize technically qualified subcontractor resources to support work contracted under this agreement. Esri will remain responsible for the quality of all work performed by an Esri subcontractor resource.

8.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's services or Deliverables, Customer will pay the applicable tax upon receipt of written notice that it is due.

8.3 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in

Customer ordering or authorizing documents will be void unless a written amendment signed by both parties is incorporated.

8.4 Equitable Relief. Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

8.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California and, as applicable, U.S. federal law without reference to their conflict of laws principles.

8.6 Entire Agreement. This Agreement is the sole and entire agreement of the parties for services and supersedes any previous agreements, understandings, and arrangements between the parties relating to the subject matter.

8.7 Agreement Term. This Agreement is effective as of the date on the Ordering Document and will expire as provided for in the proposal or quote. If no date is provided, this Agreement shall expire at the end of the calendar year for Time and Material or Firm Fixed Price work or twelve (12) months from the effective date for Service Packages.

SOLE SOURCE LETTER - NONFEDERAL
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: January 12, 2021

TO: Whom It May Concern

FROM: Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri is the sole-source provider of Esri products and related maintenance services in the U.S. commercial, state, and local government marketplace, subject to the disclosures set forth below.

Esri has authorized certain resellers to resell sole source products, including Esri enterprise agreements, to state agencies of the State of California only under the California Software License Program (SLP). Esri distributes Esri software licenses and maintenance in combination with non-Esri hardware, software or services through open-market value-added resellers, system integrators and OEMs. Esri also distributes Esri software licenses, subscriptions, and subscription renewals separately or in combination with non-Esri software or services through resellers to customers that provide architectural, engineering, and construction services. On request, Esri will provide open-market quotes for Esri products and maintenance to pass-through customer-designated resellers.

If you have further questions, please contact me at jricks@esri.com.


Jackie Ricks

Please see the following attached documents for, the Esri ArcGIS Enterprise Quote.

This can be purchased using the following state contract, as all of the items on this quote appear on state contract.

17-COMP-00098 | M7003 - ESRI GIS Software and Services

<https://www.njstart.gov/bso/external/purchaseorder/poSummary.sdo?docId=17-COMP-00098&releaseNbr=0&external=true&parentUrl=close>

RESOLUTION NO. 21- 84

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
MAINTENANCE OF CUSTOMER INFORMATION SYSTEM SOFTWARE
AND INSTALLATION OF REST API SERVICES**

DATE OF ADOPTION: SEPTEMBER 15, 2021

Introduced by Commissioner: KOŁODZIEJ

Seconded by Commissioner: LEVINE

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

WHEREAS, the previous maintenance contract with Advanced Utility Systems is due for renewal on January 1, 2022 for a recommended period of 24-months to provide PVWC with assurance of continuity of service; and

WHEREAS, it is also desirous for PVWC to procure from Advanced Utility Systems two (2) REST API licenses which will allow for the integration of the Customer Information System Software with our third party vendors, including GIS and the new Computerized Maintenance Management System software, and will include installation on PVWC's servers; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated September 14, 2021 recommending the 24-month extension, and including Advanced Utility Systems's breakdown of applications and related fees dated August 31, 2021 in the total amount of \$502,764.03, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Director of Engineering and Chief Financial Officer have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations; 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 and made a part hereof as Exhibit B; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of Advanced Utility Systems (the "Awardee") with regard to the Contract at this time;

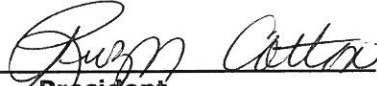
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards a 24-month Contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$502,764.03; 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 maintenance agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

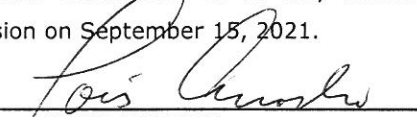


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on September 15, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**MAINTENANCE OF CUSTOMER INFORMATION SYSTEM SOFTWARE AND
INSTALLATION OF REST API SERVICES**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED SEPTEMBER 14, 2021**

**ADVANCED UTILITY SYSTEMS'S BREAKDOWN
OF APPLICATIONS AND RELATED FEES
DATED AUGUST 31, 2021**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 14, 2021

FROM: Purchasing Department

TO: Louis Amodio
Yaacov Brisman
Yitzchak Weiss

RE: Advanced Utility Systems – Two Year Extension (Proprietary Software)

The Purchasing Department is recommending that PVWC enter into one (2) year extension with Advanced Utilities Systems for a “Managed Services Agreement” and a “Support and Maintenance Agreement” for PVWC’s Proprietary Software’s Customer Information System (CIS) in the total amount of \$502,764.03.
(Certification of Funds Attached)

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio

August 31, 2021

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ
07011

Attention: Eric Coan

Dear Eric,

Further to our conversation, the purpose of this letter is to provide Passaic Valley Water Commission with a breakdown of annual support and maintenance fees for CIS Infinity and other CIS products for the next 2 annual renewal periods (January 1 – December 31).

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

We appreciate PVWC's business!



Tracey Band
Vice President, Support Services
Advanced Utility Systems

Invoice Period	Product	Amount
January 1 – December 31, 2022	CIS Infinity	\$106,648.89
	Infinity.Link	\$ 15,342.75
	Infinity.Mobile	\$ 15,342.75
	Teleworks Interface	\$ 1,917.85
	PCI Certification	\$ 1,150.71
	AMS	\$ 69,600.83
	REST	\$26,661.60
January 1 – December 31, 2023	CIS Infinity	\$111,981.33
	Infinity.Link	\$ 16,109.89
	Infinity.Mobile	\$ 16,109.89
	Teleworks Interface	\$ 2,013.74
	PCI Certification	\$ 1,208.25
	AMS	\$ 73,080.87
	REST	\$27,994.68

Client	Passaic Valley Water Commission	Client Contact	Eric Coan
Quote Effective Date	August 25th, 2021	Prepared By	Tanuja Kancharla
Reference Number	AT72020	Client PO	
Description	Statement of Work (SOW): REST API Implementation		

Estimated Cost

The costs related to successfully completing this SOW is estimated to be \$17,600 USD plus an additional annual reoccurring API fee of \$25,392 USD. Below is the REST API MA for 2 years

Invoice Period	Product	Amount
January 1 - December 31, 2022	REST API	\$ 26,661.60
January 1 - December 31, 2023	REST API	\$ 27,994.68

Client Request

Passaic Valley Water Commission (Passaic) is requesting to purchase the license for the REST API to be used to integrate with other 3rd party vendors.

Proposed Solution

The services to be provided under this SOW are as follows:

- Install and configure 2 REST API's:
 - One for Test environment
 - One for Production environment

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- REST API only integrates with CIS V4 and higher version
- Passaic will be responsible for:
 - Providing Advanced Utility Systems with the information pertaining to servers to be used to install the API
 - Installing IIS and map DNS name on the server where each environment requires a unique URL
- The API guide documentation will be available to Passaic once REST API is installed
- Passaic IT staff will provide Advanced staff with credentials to log in to the servers

Payment Terms

This SOW will be invoiced by the following milestones:

Milestone Payment (MP)	Amount
MP1: 50% upon signing the SOW	\$8,800
MP2: 30% upon installation of REST API on the Test environment	\$5,280
MP3: 20% upon installation of REST API on the Production environment	\$3,520
Total	\$17,600

Annual Reoccurring REST API fee is due upon install of REST API on single environment and will be prorated from the install date to align with your current billing period and invoiced immediately. The full annual fee will be collected each year thereafter with the same terms as your Support and Maintenance Agreement.

Conditions

The following are the conditions for this SOW:

- This SOW is only for the installation of the REST API
- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required. This request will be specified in a change order to be agreed upon by both parties prior to the any work commencing
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380.
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Passaic systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Passaic's CIS needs. All development work completed by Advanced will be communicated, in advance, to Passaic's Project Manager so that Passaic's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Passaic and are not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$70 per weekday and \$125 per weekend day or holiday which will be billed to the Client. The meal per diem will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
2. Advanced Manager (Client Services Team Lead)
3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer

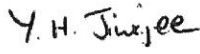
The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Authorized by Passaic Valley Water Commission:	Authorized by Advanced Utility Systems:
	 Aug. 25th, 2021
Name Date	Name Date

PASSAIC VALLEY WATER COMMISSION
MAINTENANCE OF CUSTOMER INFORMATION SYSTEM SOFTWARE AND
INSTALLATION OF REST API SERVICES

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:

Description of Project or Contract: Advanced Utility Systems-Proprietary Software

Amount of Project or Contract: \$502,764.03

1. Acct: # 001-0901-419-9507 Capital / Computers & Software

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

Other comments: Two Year Extension

Date of Certification: 09/14/2021 Certified: \$502,764.03

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-85

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: SEPTEMBER 22, 2021

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: SANCHEZ offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER: KOLODZIEJ Time: 4:10 PM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	✓	—	—	—
DEPADUA, C.	—	—	—	✓
LEVINE, J.	—	—	—	✓
SANCHEZ, R.	✓	—	—	—
VAN RENSALIER, R.	✓	—	—	—
KOLODZIEJ, J.	✓	—	—	—
COTTON, R.	✓	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

Ruby N. Cotton
President
RUBY N. COTTON

Jeffrey Levine
Secretary
JEFFREY LEVINE

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