



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-18

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: FEBRUARY 17, 2021

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, 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: CARMEN 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:

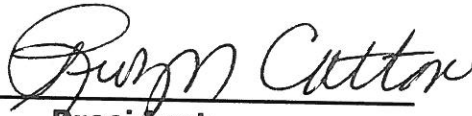
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed *in camera*.
2. It is anticipated at this time that 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: RIGO SANCHEZ Time: 11:27 a.m.

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, C.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.


 President
 RUBY N. COTTON


 Secretary
 JEFFREY LEVINE

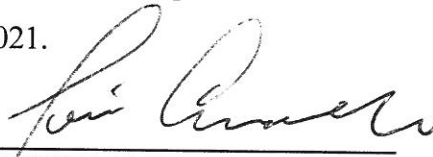
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



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 February 17, 2021.



LOUIS AMODIO
Administrative Secretary



PASSAIC VALLEY WATER COMMISSION 21-19
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

Resolution approving Addendum to Lease – Beirut Restaurant

WHEREAS, the Passaic Valley Water Commission ("PVWC") has authorized a three (3) month extension to Beirut Restaurant use of the parking lot adjacent to the PVWC building located at 1525 Main Avenue, Clifton, NJ; and,

WHEREAS, the PVWC's Administrative Secretary is in receipt of an Addendum to said Lease property, executed and attested in accordance therewith and a certified check in payment for said 3 month Lease from said Lessee, as well as the necessary representations of compliance to applicable Laws and Regulations relating thereto,

NOW THEREFORE, BE IT RESOLVED that: The tendered check and applicable documents in the possession of the Commission are authorized to be executed by the appropriate officers in accordance therewith.

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

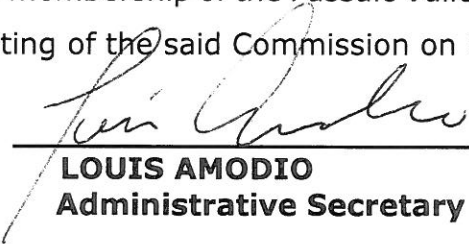


PASSAIC VALLEY WATER COMMISSION

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CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 17, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 21-20
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
PARTICIPATION IN THE WATER RESEARCH
FOUNDATION (WRF) PROGRAM FOR 2021
DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has agreed to continue participating in the Water Research Foundation Program for the one (1) year period ending December 31, 2021, Member 0002756 (the "WRF Program"); and

WHEREAS, the WRF Program enables the Water Research Foundation to address relevant issues, challenges, and opportunities with a targeted, sustained research effort to collaboratively and directly apply the research effort to challenges that PVWC currently faces, and to clarify and address those issues in a manner that directly benefits PVWC while also strengthening the overall research effort; and

WHEREAS, a memorandum dated February 3, 2021 from the Director of Purchasing, along with PVWC's financial certification sheet, and other relevant correspondence pertaining to the Program, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, in recognition of the above, PVWC hereby agrees to make a monetary contribution to the WRF Program in the total amount of \$47,584.00; with the said contribution made directly by PVWC to WRF; and

WHEREAS, PVWC has participated in the WRF Program since 1998 and it is in the best interest of PVWC, its customers and constituent municipalities for PVWC to continue to participate in the above-referenced WRF Program at this time; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; and

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

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

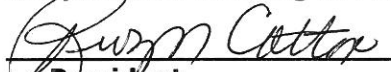
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

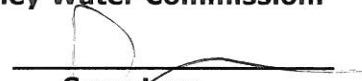
1. That participation in WRF Program for the one (1) year period ending December 31, 2021, with PVWC's monetary contribution in the total amount of \$47,584.00 (made directly by PVWC to WRF), is hereby authorized and approved; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
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.

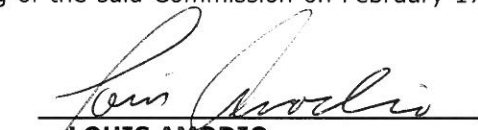

President
RUBY N. COTTON


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 February 17, 2021.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PARTICIPATION IN THE WATER RESEARCH
FOUNDATION (WRF) PROGRAM (RF2021)**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED FEBRUARY 3, 2021**

PVWC'S FINANCIAL CERTIFICATION SHEET

WRF INVOICE NUMBER 0002756-2021-1

AND OTHER RELEVANT CORRESPONDENCE

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 3, 2021

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Water Research Foundation – Member Number 0002756**

Our 2021 annual membership subscription is due for renewal in the amount of \$47,584.00. (PVWC has been a subscriber since 1998).

The Finance Department has “Certified the Availability of Funds” (attached).

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Water Research Foundation Subscription**

Amount of Project or Contract: \$ 47,584.00

1. Acct: # 001-0901-419-70-33 Membership Affiliations

Specific Appropriation to which expenditures will be charged: Budget 2020

Other comments: One Year – WRFMBR-Utility Membership
01-Jan-2021 to 31 Dec 2021

Date of Certification: 02/03/2021 Certified: \$ 47,584.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl



6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

	Date December 8, 2020
Subscriber Number 0002756	Foundation Tax ID 13-6211384
Subscriber Since 1998	Invoice Number 0002756-2021-1

Passaic Valley Water Commission
Joseph Bella, Executive Director
1525 Main Ave
Clifton, NJ 07011-2139

Order No.	Description	Total Commitment
7000153874	WRFMBR - Utility Membership 01-Jan-2021 to 31-Dec-2021	\$47,584.00
	Amount Due:	\$47,584.00



6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

Passaic Valley Water Commission
Joseph Bella, Executive Director
1525 Main Ave
Clifton, NJ 07011-2139

Detach and return with payment
Please make check payable to: The Water Research Foundation

		Date December 8, 2020
Subscriber Number 0002756		Invoice Number 0002756-2021-1
Order No. 7000153874	Description MBRUTILITY	Amount Due \$47,584.00
Revised Invoice Requested? Yes No		Amount Enclosed

RESOLUTION: 21-21
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Passaic Valley Water Commission (PVWC) desires to continue its employee assistance program (the "Employee Assistance Program") which program, including various employee assistance services, will continue to be made available to PVWC employees; and

WHEREAS, the design and development of supporting information, implementation and maintenance of the Employee Assistance Program is hereby outsourced to Saint Barnabas Management Services ("Provider") of Livingston, New Jersey, by RJ Barnabas Health of Toms River, New Jersey in the total not-to-exceed amount of \$4,092.00 for an additional one-year period to commence as soon as possible following authorization and approval by the Commission; and

WHEREAS, a copy of additional information pertaining to Provider's proposed Employee Assistance Program is attached to the PVWC memorandum referenced below and included in Exhibit A; and

WHEREAS, PVWC's Executive Director (and PVWC's General Counsel as to form and legality) have reviewed the Provider's proposed Employee Assistance Program, and a copy of PVWC's memorandum dated February 8, 2021 recommending approval and acceptance of same is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC's Comptroller 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;

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

1. The Employee Assistance Program proposed by the Provider is hereby authorized and approved by the Commission for an additional one-year period and in the total not-to-exceed amount as set forth hereinabove, and
2. That the appropriate officers, employees and officials of the Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intention of this Resolution, and
3. That a copy of this Resolution and referenced attachments 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

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LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EMPLOYEE ASSISTANCE PROGRAM

**PVWC'S EXECUTIVE DIRECTOR'S MEMORANDUM
DATED FEBRUARY 8, 2021**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 8, 2021

To: Hon. Commissioners

From: J. Bella

C: J. Duprey
J. Gallagher
Y. Brisman
G. Hanley
G. Lucianin

Re: Recommendation to Approve a Continuation of PVWC's
Employee Assistance Program for PVWC's Employees

It is recommended that Passaic Valley Water Commission (PVWC) continue its employee assistance program (the "Employee Assistance Program") which program, including various employee assistance services, which would continue to be made available to PVWC employees.

Subject to review and approval by PVWC's Law Department, the design and development of supporting information, implementation and maintenance of the Employee Assistance Program would be outsourced to Saint Barnabas Management Services ("Provider") of Livingston, New Jersey, by R.J. Barnabas Health of Toms River, New Jersey in the total not-to-exceed amount of \$4,092.00 for an additional one-year period commencing as soon as possible following authorization and approval by the Commission.

A copy of additional information pertaining to Provider's proposed Employee Assistance Program, is attached to this memorandum.

**Employee Assistance
Program
Contract**

March 12, 2021 – March 11, 2022

For

Passaic Valley Water Commission

EMPLOYEE ASSISTANCE PROGRAM PLAN AGREEMENT

This Agreement made as of this 12th day of March, 2021 by **Saint Barnabas Management Services**, having its principal place of business at 95 Old Short Hills Road, West Orange New Jersey 07052 (hereinafter referred to as "Provider")

AND

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

WITNESSETH:

WHEREAS, the Provider is in the business of establishing, implementing, operating and offering for sale Employee Assistance Programming, and

WHEREAS, the Client desires to engage the Provider to establish, implement and operate employee assistance Programming and to provide all professional administrative and supervisory services appurtenant thereto, and

WHEREAS, the provider desires to be engaged by the Client to establish, implement and operate employees assistance programming and to provide all professional, administrative and supervisory services appurtenant thereto,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is understood and agreed by and between the parties hereto as follows :

I. DEFINITIONS

- A. The term "RWJBarnabas Health One Source Employee Assistance Programming" means the system of interrelated strategies, including assessment, referral and crisis intervention services, the Provider has developed and is offering for sale hereunder to assist Client Employees to recognize, confront and successfully address personal problems that adversely affect their psychological and physical well-being and to facilitate the Client in its efforts to identify Employees who need assessment, referral, crisis intervention and counseling services.
- B. The term "Client Employees" means the employees of Client eligible to receive program services pursuant to the terms and conditions of this Agreement. The parties hereto agree and acknowledge that Client Employees are those employees for whom the Client has authorized coverage under this Agreement only, the term "Client Employees" shall include dependent family members (those persons who are eligible for coverage under the client Employee's health insurance policy).
- C. The term "Participating Professionals" means the Provider's officers, employees, agents and subcontractors responsible for establishing, implementing and operating the RWJBarnabas Health One Source Employee

Assistance Programming and for rendering the professional, administrative and supervisory services appurtenant hereto.

D. "Dependent" shall be defined as the same as defined by employees' health insurance.

II. RETENTION

Client engages as an independent contractor for the Provider to establish, implement and operate RWJBarnabas Health One Source Employee Assistance Programming and to render the professional, administrative and supervisory services appurtenant thereto.

III. TERM

This Agreement shall commence on March 12, 2021 and shall continue until March 11, 2022, unless sooner terminated as herein after provided in Paragraph VII.

IV. OBLIGATIONS

A. The provider shall have the following obligations:

- (i) The Provider shall devote all of the time, energy and attention reasonably necessary to establish, implement and operate the RWJBarnabas Health – One Source Employee Assistance Programming.
- (ii) The Provider shall render or cause to be rendered in a professional, competent and satisfactory manner the professional, administrative and supervisory services appurtenant to RWJBarnabas Health – One Source Employee Assistance Programming. The services encompassed are set forth in Exhibit A annexed hereto and incorporated herein.
- (iii) The Provider shall ensure that each Participating skilled and knowledgeable in Employee Assistance Programming.

- (iv) The Provider shall procure and maintain or cause to be procured and maintained such policies of general liability, professional liability, errors and omissions and other insurance as shall be necessary to insure it and its officers, employees, agents and subcontractors against any and all liability for any and all claims occasioned directly or indirectly in connection with the professional, administrative and supervisory services to be performed in connection with this Agreement. General and professional liability coverage will be maintained at One Million dollars or greater.
- (v) When on the premises of the Client, the Provider shall fully abide by and comply with the rules and regulations of the Client that are provided to the provider.

B. The Client shall have the following obligations:

- (i) The Client shall provide to the Provider reasonable access to the premises of each of its Local Employing Facilities and all rules and regulations that Provider must comply with while on such premises.
- (ii) The Client shall provide to the Provider reasonable space to conduct workshops and seminars.
- (iii) During Client Employees' normal working hours, the Client shall allow them to contact the Provider and shall furnish them with the means to make such contact. Appointments scheduled with Participating Professionals shall not interfere with Client Employees attendance

work hours, unless the Client mandates an Employee's attendance to the Provider during such hours.

- (iv) Client will maintain during the performance of this Agreement, a policy or policies of insurance customary in the industry, including: comprehensive general liability, employers liability and professional insurance on an Occurrence basis with limits of at least \$1,000,000 per occurrence, and workers compensation insurance with limits as required by applicable law.

V. PROFESSIONAL FEE

As compensation for the professional, administrative and supervisory services rendered hereunder during the term of this Agreement, the Client shall pay a professional fee to the Provider in accordance with the provisions of this Paragraph.

- A. For the services described in Exhibit A, Client shall abide by the terms of payment schedule attached. At the capitated fee of \$18.60 per eligible employee/per year the professional fee due under this Agreement contract will be calculated based on 220 employees.
- B. This Agreement will commence on March 12, 2021 and full payment of \$4,092.00 will be at the time of the signing of this agreement. If payment is not made within thirty (30) days of the date that such payment is due, Client will accrue late payment penalties at the rate of 1.5 per month or the highest percentage allowable by law.

In the event this Agreement is terminated in accordance with the terms and provisions of Paragraph VIII, or in the event this Agreement expires on a date other than a payment date, the

Client shall make final payment of the professional fee due and owing fifteen (15) days after the termination date or the expiration date and the professional fee due and owing shall be appropriately pro-rated and shall be calculated in accordance with accounting principles acceptable to both Provider and Client.

- C. Provider shall complete all treatment, which at the point of termination was already undertaken on behalf of a client employee or dependent at the agreed upon rate as included on Exhibit B.

VI. Assignment Third Party Beneficiaries

- A. Client shall not assign this Agreement or any interest herein or any right or privilege appurtenant hereto without the express written consent of Provider.
- B. No employee of the Client shall have any claim under this Agreement against Client for failure to provide the EAP benefits set forth herein. The Client's sole interest is to ensure that Employee Assistance Programming is performed and rendered in a competent, efficient and satisfactory manner consistent with currently approved methods and practices customarily observed in the Employee Assistance Programming profession. The Client shall neither have nor exercise any control or direction over the methods by which the Provider and Participating Professionals perform and render their work and functions under this Agreement.

VII. CONFIDENTIALITY

The Parties hereto shall consider and treat as confidential and shall take reasonable precautions to ensure the confidentiality of information relating directly or indirectly to the identities of Client

Employees seeking RWJBarnabas Health – One Source Employee Assistance Programming and the personal problems for which they seek the services available hereunder.

VIII. TERMINATION

Either party hereto may terminate this Agreement with or without cause by giving the other party written notice of termination thirty) 30) days prior to the effective date of termination set forth in said notice.

IX. CHOICE OF LAW

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of New Jersey.

X. WAIVER

Neither the failure or any delay on the part of a Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege or privilege with respect to any other occurrence.

XI. HEADINGS

The paragraph headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of the Agreement.

XII. SEVERABILITY

If provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall

remain in full force and effect as if the invalid or illegal provision had not been contained herein.

XIII. COUNTERPART AS AN ORIGINAL

This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original. A counterpart signed and sent by facsimile transmission or by electronic mail in portable document format (pdf) form, or transmitted by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

XIV. RIGHTS UNAFFECTED

No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations, which shall have theretofore matured hereunder.

XV. INTERPRETATION OF SYNTAX

All references made and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

XVI. BENEFIT

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their successors and assigns.

XVII. NOTICE

Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if either delivered personally or mailed, postage prepaid, registered or certified mail, addressed as follows:

Provider: Saint Barnabas Management Services
95 Old Short Hills Road
Livingston, NJ 07052

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

With a copy to: RWJ Barnabas Health
1433 Hooper Avenue
Toms River, NJ 08753
Attn: Lynda Stoller

XVIII. FURTHER ACTIONS

Each of the parties hereto agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

XIX. ENTIRE AGREEMENT

- A. This Agreement is the complete and exclusive statement of the the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- B. This Agreement may not be changed orally but only by an agreement in writing signed by both parties.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be properly executed by their proper corporate officers the day and year first above written.

ATTEST:

PROVIDER: SBMS EAP

BY: _____

TITLE: _____

ATTEST:

**CLIENT: Passaic Valley Water
Commission**

BY: _____

TITLE: _____

DATE: _____



EXHIBIT A

EAP SERVICES AND PROGRAMS

- [6] Free Clinical Sessions per employee with a licensed behavioral health EAP network provider to assess, refer, and counsel covered employees and their eligible dependents. May be face-to-face or telephonic.
- Central Access Intake and Clinical Triage Services 24 hours a day, 7 days per week
- [2] Critical Incident Stress Debriefing Services (onsite)
- [X] Supervisory Referral Services and Training
- [X] Reasonable Suspicion Services/Training for a Drug-Free Workplace
- Policy and Procedure Consultation Services
- Unlimited Management Consultation Services (onsite or telephonic).
- [X] Topical Seminars – Employee Wellness Services
- [X] Topical Seminars – Management Professional Services
- [X] Employee Professional Development In Services
- [] ROI and Satisfaction Surveys

You are entitled to 3 Topical Seminars to be used in any combination with Programs marked with an X depending on the needs of County College of Morris

ACCOUNT MANAGEMENT

- Individually assigned Account Manager
- Onsite Account Management Meetings and Needs Assessments
- Provide EAP poster, flyers, wallet cards, EAP informational sheet
- Quarterly Utilization Reports
- Monthly Newsletters
- EAP Website updates for employees and dependents
- [3] EAP benefits Onsite Overview at employee orientations
- [3] Onsite EAP Informational Tables at Benefit Events

PASSAIC VALLEY WATER COMMISSION

EMPLOYEE ASSISTANCE PROGRAM

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: Employee Assistant Program-RWJ Barnabas Health

Amount of Project or Contract: \$ 4,092.00

1. Acct: # 001-0301-413-31-01 Professional Services

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

Other comments: Employee Assistant Program 1 year

Date of Certification: 02/10/2021 Certified: \$ 4,092.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 21-22
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION
ADMINISTRATION SERVICES"

PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(AMENDMENT 9)

DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (the "Project") was awarded to CH2M Hill Engineers, Inc. ("Engineer") of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$3,188,397.00. CH2M Hill Engineers Inc., acquired by Jacobs Engineering Group Inc. ("Jacobs") in the latter half of 2017, was not dissolved and remains the Engineer for this Contract, at the direction of Jacobs, therefore, the proposed change order, and the payment if approved, would be between the Commission and CH2M Hill Engineers Inc.; and

WHEREAS, the Project has been amended previously, with the Commission's approval, which amendments were numbered 1 through 8; and

WHEREAS, Amendment 9, which is the subject of this Resolution, addresses additional services not previously addressed by Amendments 1 through 8; and

WHEREAS, on February 19, 2020 (PVWC Resolution 20-25) the Commission authorized PVWC to apply to NJDEP for an extension of the term limit of PVWC's financial aid, and NJDEP granted PVWC's request, thereby extending that term limit by two more years (DEP's maximum allowable) up to June 25, 2022; and

WHEREAS, Amendment 9 includes additional professional services and related costs for Jacobs' design team engagement as well as for full-time Resident Engineering and Project Management for the Emergency Power sub-project, including escalation in labor fees for remaining efforts including start-up services, and post-startup services (operation and maintenance, training, and record drawing preparation); all through April 16, 2021 (which further extension is within the time frame set forth above and previously approved by NJDEP), which Jacobs and PVWC believe will be necessary given the current state of progress of Contract 15-B-25; and

WHEREAS, Amendment 9 also includes additional costs incurred by Jacobs for ongoing services that have been rendered beyond the contracted scope for reviews of Requests for Information (RFI)'s and submittals (referred to herein as "Design Team Engagement") that were not able to be quantified prior to this Amendment 9 as indicated in Jacobs' correspondence dated December 16, 2019 included with and made a part of previously approved Amendment 7; and

WHEREAS, in correspondence dated January 20, 2021, Jacobs notified SHC that SHC is responsible for additional costs in the amount of \$49,650.00 for Jacobs' submittal reviews of substitute PAC switchgear and for submittal reviews of substitute Kohler generator equipment (and suggested that PVWC's participation in the amount of \$34,637.50 for anticipated additional coordination efforts with PSE&G would also be SHC's responsibility) in the total amount of \$84,287.48 for substitute item reviews asserted by Jacobs as being reimbursable from SHC, and a copy of Jacobs's above-referenced correspondence is attached hereto

and made a part hereof following Jacobs' Proposal included in Exhibit B referenced below; and

WHEREAS, Jacobs has requested PVWC reimburse them as part of Amendment 9 in the additional amount of \$49,650.00 for their submittal reviews of said substitute PAC switchgear and substitute Kohler generator equipment, which Jacobs proposed be deducted by PVWC from monies due or that may become due SHC under the Contract; and

WHEREAS, because SHC has not yet responded to Jacobs' assertion that both the PAC switchgear and Kohler generators are substitute equipment (with the resulting additional submittal review costs to be borne by SHC), Jacobs' request for PVWC to pay Jacobs as part of Amendment 9 and to deduct from monies due or may become due SHC under the Contract, along with PVWC's amount stated above for anticipated additional coordination with PSE&G, will be placed on hold pending the result of negotiation between Jacobs and SHC regarding Jacobs' substitute item reimbursement request; and

WHEREAS, Amendment 9 also does not include Jacobs' request for compensation for SN1-NDW01 Installation, nor for Jacobs' request for Support for Claim Response, which considerations, if any, for approval of amounts requested by Jacobs will be deferred pending resolution of Stone Hill Contracting (SHC)'s pending claim; and

WHEREAS, at PVWC's request, Jacobs Engineering Group, Inc., Parent Company to CH2M HILL Engineers, Inc. by way of acquisition, hereinafter "Engineer" or "Jacobs", has submitted a proposal dated January 25, 2021 (the "Proposal") to include additional professional services and related costs as set forth above, a copy of which is included in Exhibit B referenced below; and

WHEREAS, Amendment 9 does not include any cost impacts that result from delays in the timing and sequencing of the bidding and

construction phase services for the Levine Storage sub-project, which cost impacts cannot be appropriately quantified at this time; and

WHEREAS, as previously indicated, when the actual timing and sequencing of the bidding and construction phase services impacts for the Levine Storage sub-project become sufficiently known to enable these cost impacts to be appropriately quantified, a request for a negotiated increase in the professional services to reflect said impacts will be submitted to the Commission for consideration at some future date when appropriate; and

WHEREAS, said additional professional services included in Amendment 9 were not included in Jacobs' (parent company of CH2M) original proposal (nor in previously approved Amendments 1-8); and

WHEREAS, a copy of the Form of Amendment 9 to the Agreement for Professional Services (Project 12-P-43) ("Amendment 9") followed by a copy of the Proposal, including a breakdown of the scope and additional costs negotiated and related thereto, is attached hereto and made a part hereof as Exhibit B referenced below; and

WHEREAS, the Director of Engineering has reviewed Jacobs' Proposal for the additional Work as set forth hereinabove and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said modifications to the Project, and negotiated additional costs related thereto, be approved; and

WHEREAS, a copy of the Director of Engineering's memorandum dated January 26, 2021 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Executive Director; and the General Counsel, (as to form and legality); have reviewed the above-referenced memorandum and concur with the Director of Engineering's recommendations; and

WHEREAS, previously approved Amendments 1-8 increased the above not-to-exceed total amount to \$5,332,038.50 (an overall 67.2% increase); and

WHEREAS, the previously approved not-to-exceed total price of \$5,332,038.50 (which includes Amendments 1-8) is hereby increased by the negotiated additional amount of \$520,405.00 (an increase of 16.3% over the original not-to-exceed price) for Amendment 9 as set forth herein, for a revised not-to-exceed total price of \$5,852,443.50 for the Project (which equates to an overall net increase of approximately 83.5% to the Project); and

WHEREAS, the said modifications will be incorporated into Amendment 9, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

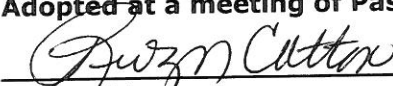
1. That PVWC hereby approves Amendment 9 to the Agreement for Professional Services for Project 12-P-43; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Amendment 9, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

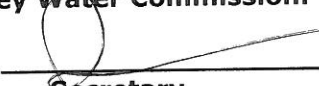
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

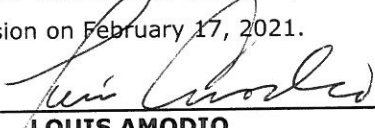

Secretary

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 February 17, 2021.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(AMENDMENT 9)**

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JANUARY 26, 2021**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 26, 2021

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
G. Lucianin

Re: Modifications to Professional Services for Project 12-P-43 "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services-Professional Services for Additional Project Modifications-Emergency Power sub-project (Amendment 9)

Summary

It is recommended that, under Project 12-P-43, CH2M HILL Engineers, Inc. (now part of Jacobs Engineering Group, Inc. through acquisition), hereinafter "Engineer" or "Jacobs", be awarded an increase of \$520,405.00 (with additional amounts placed on hold for reasons set forth in more detail below), increasing the total previously approved not-to-exceed amount for Project 12-P-43 from \$5,332,038.50 (which includes previously approved Amendments 1-8) to \$5,852,443.50 to provide PVWC with additional professional services related to the Emergency Power sub-project through an additional extension of the Contract to April 16, 2021.

Amendment 9 also includes additional costs incurred by Jacobs for ongoing services that have been rendered beyond the contracted scope for review of Requests for Information (RFI)'s and submittals ("Design Team Engagement") that were not able to be quantified prior to this Amendment 9 as indicated in Jacobs' correspondence dated December 16, 2019 which was attached to and made a part of previously approved Amendment 7.

Jacobs' request for PVWC to pay Jacobs as part of Amendment 9 and to deduct from monies due or may become due SHC under the Contract, along with PVWC's amount stated below for anticipated additional coordination with PSE&G, will be placed on hold pending the result of negotiation between Jacobs and SHC regarding Jacobs' substitute item reimbursement request.

Amendment 9 does not include Jacobs' request for compensation for SN1-NDW01 Installation, nor for Jacobs' request for Support for Claim Response, which considerations, if any, for approval of amounts requested by Jacobs will be deferred pending resolution of Stone Hill Contracting (SHC)'s pending claim.

These recommended modifications under this proposed Amendment 9 are set forth in more detail below.

Background

Project 12-P-43 entitled "Professional Engineering Services-Emergency Back-up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (the "Project") was awarded to CH2M Hill Engineers, Inc. ("Engineer") of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$3,188,397.00.

As can be seen from the Table below, previously approved Amendments 1-8 increased the above not-to-exceed total amount to \$5,332,038.50. Proposed Amendment 9 in the amount of \$520,405.00 increases the above not-to-exceed total amount to \$5,852,443.50.

Description	Adjustment	Total Not-to-Exceed
Original Agreement with CH2M		\$3,188,397.00
Previously Approved (Amendments 1-8)		\$5,332,038.50
Proposed Amendment 9	\$520,405.00	\$5,852,443.50

Amendment 9

The Project has been amended previously, with the Commission's approval, which amendments were numbered 1 through 8.

Additional professional services included in Amendment 9, which is the subject of this Resolution, were not included in Jacobs' (parent company of CH2M HILL Engineers, Inc.) original proposal (nor in previously approved Amendments 1-8).

On February 19, 2020 (PVWC Resolution 20-25) the Commission authorized PVWC to apply to NJDEP for an extension of the term limit of PVWC's financial aid, and NJDEP granted PVWC's request, thereby extending that term limit by two more years (DEP's maximum allowable) up to June 25, 2022.

Amendment 9 includes additional professional services and related costs for Jacobs' design team engagement as well as for full-time Resident Engineering and Project Management for the Emergency Power sub-project, including escalation in labor fees for remaining efforts including start-up services, and post-startup services (operation and maintenance, training, and record drawing preparation); all through April 16, 2021 (which further extension is within the time frame set forth above and previously approved by NJDEP), and which PVWC believes will be necessary given the current state of progress of Contract 15-B-25.

Amendment 9 also includes additional costs incurred by Jacobs for ongoing services that have been rendered beyond the contracted scope for review of Requests for Information (RFI)'s and submittals (referred to herein as "Design Team Engagement") that were not able to be quantified prior to this Amendment 9 as indicated in Jacobs' correspondence dated December 16, 2019 included with and made a part of previously approved Amendment 7.

In correspondence dated January 20, 2021, Jacobs notified SHC that SHC is responsible for additional costs in the amount of \$49,650.00 for Jacobs' submittal reviews of substitute PAC switchgear and for submittal reviews of substitute Kohler generator equipment (and suggested that PVWC's participation in the amount of \$34,637.50 for anticipated additional coordination efforts with PSE&G would also be SHC's responsibility) in the total amount of \$84,287.48 for substitute item reviews asserted by Jacobs as being reimbursable from SHC, and a copy of Jacobs's above-referenced correspondence is attached hereto and made a part hereof following Jacobs' Proposal included in Exhibit B referenced below.

Jacobs has requested PVWC reimburse them as part of Amendment 9 in the additional amount of \$49,650.00 for their submittal reviews of said substitute PAC switchgear and substitute Kohler generator equipment, which Jacobs proposed be deducted by PVWC from monies due or that may become due SHC under the Contract.

Because SHC has not yet responded to Jacobs' assertion that both the PAC switchgear and Kohler generators are substitute equipment (with the resulting additional submittal review costs to be borne by SHC), Jacobs' request for PVWC to pay Jacobs as part of Amendment 9 and to deduct from monies due or may become due SHC under the Contract, along with PVWC's amount stated above for anticipated additional coordination with PSE&G, will be placed on hold pending the result of negotiation between Jacobs and SHC regarding Jacobs' substitute item reimbursement request.

Amendment 9 also does not include Jacobs' request for compensation for SN1-NDW01 Installation, nor for Jacobs' request for Support for Claim Response, which considerations, if any, for approval of amounts requested by Jacobs will be deferred pending resolution of Stone Hill Contracting (SHC)'s pending claim.

At PVWC's request, Jacobs Engineering Group, Inc., Parent Company of CH2M HILL Engineers, Inc. by way of acquisition, hereinafter "Engineer" or "Jacobs", has submitted a proposal dated January 25, 2021 (the "Proposal") to include additional professional services and related costs as set forth above, a copy of which is included in Exhibit B referenced below.

Amendment 9 does not include any cost impacts that result from delays in the timing and sequencing of the bidding and construction phase services for the Levine Storage sub-project, which cost impacts cannot be appropriately quantified at this time.

As previously indicated, when the actual timing and sequencing of the bidding and construction phase services impacts for the Levine Storage sub-project become sufficiently known to enable these cost impacts to be appropriately quantified, a request for a negotiated increase in the professional services to reflect said impacts will be submitted to the Commission for consideration at some future date when appropriate.

A copy of the Form of Amendment 9 to the Agreement for Professional Services (Project 12-P-43) ("Amendment 9") followed by a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Exhibit B referenced below.

Jacobs' Proposal for the additional Work as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional Work involved.

It is recommended that, under Project 12-P-43, Jacobs be awarded an increase of \$520,405.00 (16.3% over the original not-to-exceed price) for Amendment 9, thereby increasing the total previously approved not-to-exceed amount for Project 12-P-43 from \$5,332,038.50 (which includes previously approved Amendments 1-8) to \$5,852,443.50 which total amount equates to an overall net increase of approximately 83.5% to the Project for Amendments 1-9 inclusive.

It is also recommended that anticipated additional costs related to timing and sequencing of bidding and construction phase services impacts for the Levine Storage sub-project be deferred for reasons set forth hereinabove.

Subject to concurrence and approval by the Law Department as to form and legality, the said changes will be incorporated into "Amendment 9 to the Agreement for Professional services (Project 12-P-43)" the form of which is included in Exhibit B.

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(AMENDMENT 9)**

**FORM OF AMENDMENT TO AGREEMENT
AND JACOBS' PROPOSAL
DATED JANUARY 25, 2021**

EXHIBIT B

**Passaic Valley Water Commission
Amendment 9 to the
Agreement for Professional Services
(Project 12-P-43)**

This Amendment 9 to the Professional Engineering Services-Emergency Back-Up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services (Project 12-P-43) (hereinafter "Amendment"), Emergency Power sub-project, is made by and between:

Passaic Valley Water Commission ("PVWC")

-and-

CH2M-Hill Engineers, Inc. "CH2M")

(hereinafter referred to collectively as the "Parties" or either one of them as "Party" or CH2M HILL Engineers, Inc. as Jacobs, or CH2M).

IT IS hereby agreed as follows:

**Article 1
Recitals**

1.01. On or about June 19, 2013, the PVWC and CH2M entered into an Agreement for "Professional Engineering Services-Emergency Back-Up Power and Water Storage Facilities-Design, Permitting and Construction Administration Services" (hereinafter "Agreement") referred to as project 12-P-43, not to exceed the amount of \$3,188,397.00.

1.02 Jacobs (CH2M) submitted a claim to PVWC for an increase in the not-to-exceed amount of the Agreement to compensate Jacobs for various unforeseen events and changes since the original Agreement was executed.

1.02.01 Additional professional services included in Amendment 9 were not included in CH2M's original proposal, nor in previously approved Amendments 1-8.

1.02.02 Amendment 9 includes additional professional services and related costs incurred by Jacobs for ongoing services that have been rendered beyond the contracted scope for review of Requests for Information (RFI)'s and submittal reviews (also referred to as, "Design Team Engagement") that were not able to be quantified prior to this Amendment 9, as indicated in Jacobs' correspondence dated December 16, 2019 which was attached to and made a part of previously approved Amendment 7.

1.02.03 Amendment 9 also includes full-time Resident Engineering and Project Management for the Emergency Power sub-project, including escalation in labor fees for remaining efforts including start-up services, and post-startup services (operation and maintenance, training, and record drawing preparation); all through April 16, 2021 (which further extension is within the time frame previously approved by NJDEP), and which Jacobs and PVWC believe will be necessary given the current state of progress of Contract 15-B-25.

1.02.04 In correspondence dated January 20, 2021, Jacobs notified Stone Hill Contracting ("SHC"), the Contractor for Contract 15-B-25, that SHC is responsible for additional costs in the amount of \$84,287.48 for Jacobs' submittal reviews of substitute PAC switchgear and for submittal reviews of substitute Kohler generator equipment (and which included PVWC's participation in the amount of \$34,637.50 for anticipated additional coordination efforts with PSE&G (which Jacobs also asserted would be SHC's responsibility and reimbursable from SHC), and a copy of Jacobs above-referenced correspondence is attached hereto and made a part hereof following Jacobs' Proposal included in Exhibit B referenced below.

1.02.05 Jacobs has requested PVWC reimburse them as part of Amendment 9 in the additional amount of \$49,650.00 for their submittal reviews of said substitute PAC switchgear and substitute Kohler generator equipment, which Jacobs proposed be deducted by PVWC from monies due or that may become due SHC under the Contract.

1.02.06 Because SHC has not yet responded to Jacobs' assertion that both the PAC switchgear and Kohler generators are substitute equipment (with the resulting additional submittal review costs to be borne by SHC), Jacobs' request for PVWC to pay Jacobs as part of Amendment 9 and to deduct from monies due or may become due SHC under the Contract, along with PVWC's amount stated above for anticipated

additional coordination with PSE&G, will be placed on hold pending the result of negotiation between Jacobs and SHC regarding same.

1.02.07 Amendment 9 also does not include Jacobs' request for compensation for SN1-NDW01 Installation, nor for Jacobs' request for Support for Claim Response, which considerations, if any, for approval of amounts requested by Jacobs will be deferred pending resolution of Stone Hill Contracting (SHC)'s pending claim.

1.03 PVWC reviewed Jacobs' claim, and the Parties hereby agree to the claim.

1.04 The amount of Jacobs' requested claim (with the exception of additional professional services, including bidding and construction phase services impacts for the Levine Reservoir sub-project, which will depend on the actual timing and sequencing of that construction contract as it unfolds, and which impacts cannot be sufficiently quantified at this time) is memorialized in a 3-Page cover letter (10 pages including referenced attachments) dated January 25, 2021, issued by Russell Ford, PhD, PE, Vice President and by Linda Wancho, PE, Project Manager jointly on behalf of Jacobs to James G. Duprey, PE, Director of Engineering, for PVWC (hereinafter "Compromise").

1.05 By enacting this Amendment, the not-to-exceed amount of this agreement changes as follows:

Agreement or Amendment	Adjustment	Total Not-to-Exceed
Agreement (original)		\$ 3,188,397.00
Amendments 1-8		\$ 5,332,038.50
Amendment 9	\$ 520,405.00	\$5,852,443.50

Article 2

Acceptance of Compromise

2.01. Acceptance of Compromise. The Parties accept the Compromise and adopt same as an amendment to the Agreement, thereby increasing the not-to-exceed amount of the Agreement by \$520,405.00 for a new total of \$5,852,443.50.

2.02 Compromise Incorporated. The Compromise is incorporated herein and made a part of the terms and conditions of this Amendment.

2.03 Effective Date. The Effective date of this Amendment shall be the date on which this Amendment is fully executed by, and delivered to, all Parties hereto and the PVWC's governing body has duly authorized the PVWC to execute, deliver and be bound by the terms of this Amendment. Unless and until the PVWC's governing body has duly authorized or ratified this Amendment, this Amendment shall have no force or effect and shall be null and void.

2.04 Full and Final Settlement of Jacobs' claim. Jacobs agrees that this Amendment shall constitute full and final compensation to Jacobs for any and all claims for additional compensation in connection with the agreement that were, or could have been, asserted against the PVWC by Jacobs or requested from PVWC by Jacobs as of the date of the Compromise. A claim could have been asserted if Jacobs had knowledge of one or more events that impacted Jacobs negatively in any way, whether or not Jacobs had enough information at the time to sufficiently quantify the impact and/or substantiate the claim under the terms of the Agreement. Jacobs may not re-assert any claim that it has asserted previously in connection with the negotiations leading up to the Compromise.

2.05 Reservation of Right. Jacobs reserves the right to assert a claim or request an increase in compensation in connection with the Agreement for any claims that were unknown as of the date of the Compromise and could not have been asserted by Jacobs before the date of the Compromise. In addition:

2.05.01 Jacobs reserves the right to assert a claim or request an increase in compensation in connection with the Agreement relating to impacts on the cost of providing bidding and construction phase services on the Levine sub-project, which the Parties stipulate will depend on the actual future start date and timetable for construction of the Levine sub-project, and events that may transpire during the course of construction on the Levine sub-project.

2.05.02 Nothing herein shall constitute a waiver by Jacobs of its rights to seek additional compensation in connection with Project 12-P-43, provided that Jacobs' claim is permissible under this Amendment.

- 2.05.03 Although the PVWC foresees the likelihood that Jacobs may request another increase in their compensation under the Agreement at some point in the future, the PVWC does not take any position on future claims that have been reserved by Jacobs and nothing herein shall bind the PVWC to increase Jacobs' compensation beyond the not-to-exceed amount set forth in this Amendment.

Article 3
Construction of the Amendment

3.01 Agreement. The Parties remain bound by all provisions in the Agreement that are not amended herein or are not inconsistent with this Amendment. Unless a specific waiver is made herein, both Parties reserve all of their rights and claims under the Agreement as amended.

3.02 Severability. If any of the provisions of this amendment are determined to be invalid under any applicable state or federal laws, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable, and shall remain in full force and effect.

3.03 Counterparts. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Digital and/or facsimile signatures shall be deemed original signatures for purposes of this Amendment.

3.04 Neutral Construction. The Amendment shall be given a neutral construction, such that it shall not be construed in favor or against any party to this Amendment by reason of the extent to which any party or its Counsel participated in the drafting hereof.

3.05 Recitals. The recitals set forth in Article 1 of this Amendment shall be construed as terms to the Amendment and not mere recitals.

3.06 Signatories' Representations. By signing this Amendment, each of the undersigned represents that s/he is duly authorized to enter into this Amendment and to legally bind his/her respective Party to same.

**** Signatures on the Next Page****

CH2M HILL Engineers, Inc. (JACOBS*)

By: _____ Dated: _____
(Signature)

Name & Title: _____
(Print)

Witness or Attest:

_____ (Signature, print name)

- oOo-

Passaic Valley Water Commission

By: _____	By: _____
LOUIS AMODIO	RUBY N. COTTON
Administrative Secretary	President

* On December 15, 2017 CH2M Hill Companies Ltd was acquired by Jacobs Engineering Group, Inc. CH2M Hill Engineers, Inc. is now part of the Jacobs organization.

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING
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ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(AMENDMENT 9)**

**JACOBS' PROPOSAL
DATED JANUARY 25, 2021**

**JACOBS' CORRESPONDENCE DATED JANUARY 20, 2021
NOTICE OF REIMBURSEMENT FROM SHC**

(ATTACHMENT TO EXHIBIT B)

James Duprey, P.E.
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

January 25, 2021

Re: Project No. 12-P-43 - Professional Engineering Services Emergency Back-Up Power and Water Storage Facilities Design, Permitting and Construction Administrative Services Emergency Power – Funding Request for Engineering Services

Dear Mr. Duprey:

PVWC awarded CH2M the Professional Engineering Services for the Emergency Back-Up Power and Water Storage Facilities Design, Permitting and Services During Construction on June 19, 2013. Per our original proposal, which was derived from the RFP, the construction period was to last 390 calendar days. Change Order 5 recognized a 24-month construction period and provided funding for design additions and construction phase services. The modified project budget was then \$2,069,954. Notice to proceed for the construction phase of the project was established on March 30, 2017, with completion scheduled for March 30, 2019. Change orders 7 and 8 provided funding for project management (Task 11) and resident engineering (Task 12) for the additional construction period of March 30, 2019 through December 15, 2020, with anticipated completion at that time (representing over 1,350 calendar days from start of construction). The extended construction schedule has also resulted in the need for continued engagement of the design team. These efforts have not been addressed in previous amendments, as the period of performance for the design team authorized in Change Order 5 ended on March 30, 2019.

At this time, we are requesting that you review the following additional work effort by our team to continue to support the project:

- substitute item reviews, switchgear and generators
- resubmittal reviews
- extended design team engagement during the 106 week project extension (from March 31, 2019 thru April 16, 2021)
- continued resident engineering and project management services
- escalation costs for Tasks 13-16 for the project delay (December 15, 2020 to April 2021)
- support for SN1 NDW01 installation
- support for response to claim items from SHC

Jacobs Engineering Group Inc.

Details of services rendered in each of these areas are provided in Attachment A. Whereas Attachment B identifies changes in related Work required for the switchgear and generator equipment that deem them as substitute items rather than "or-equal". Table 1 provides a breakdown of the requested funding addition of \$ 570,055 as negotiated with you for the above project work efforts through the anticipated project completion of April 16, 2021 based on the contractor's current outstanding work. Additionally, there are two held items in the estimated amount of \$ 154,800 related to work associated with the ongoing claim. Compensation for these efforts will be considered during the claim negotiations.

Although the contractor submitted a CPM update in November, current work status indicates that the final completion date of February 10, 2021 is not going to be met. Jacobs feels that the April date is possible for completion. Please note that execution of items 1 through 3 are largely complete, and this request is approximately \$120,000 less than the actual project expenditures on these items – including \$54,000 in design effort to amend design of SN1 based on changed field conditions. These charges are being held pending resolution of the work for SN1.

Table 1 – Requested Funding for Additional Services on
Standby Emergency Generator Project

Work Effort	LOE (hours)	Total Cost (\$)
1. Substitute Equipment Reviews		49,650
2. Resubmittal Reviews	295	53,694
3. Continued Design Team Engagement (March 30, 2019 thru December 15, 2020)	1424	259,146
4. Design Team Engagement to Completion (Dec 16, 2020 – April 16, 2021)	194	36,465
5. Ongoing services for resident engineering and project management (Dec 16, 2020 – April 16, 2021)	936	167,330
6. Escalation for Tasks 13- 16		3,770
SUBTOTAL		570,055
Items on Hold (estimated values)		
7. Support for SN1-NDW01 Installation	341	52,300
8. Support for Claim Response	410	102,500
TOTAL		724,855

Note: PVWC has already reimbursed Jacobs \$34,637.50 for efforts on Item 1.

January 25, 2021

We appreciate your consideration of providing a budget increase for our construction support services provided. Please let us know if you need any additional information.

Sincerely,



Russell Ford
Jacobs



Linda Wancho
Jacobs

Attachment A
Attachment B

Cc: J. Alesandrelli, PVWC

Item 1: Substitute Item Review

Substitute items are identified in Article 6.7 of the contract General conditions. This article identifies that the engineering effort associated with reviews of substitute equipment is the responsibility of the contractor. "The owner shall be reimbursed these costs via deduction from the Contractor's next Partial Payment following the notice of these incurred costs."

As required in that article, Attachment B identifies that the PACs switchgear and Kohler generators are substitute equipment. The total engineering expenditure for review of substitute items is \$84,287.48, PVWC has paid \$34,637.50 toward these expenditures as authorized for anticipated additional coordination efforts with PSE&G. Thus, the unpaid expenditure is \$49,649.98, as included in Table 1. PVWC can deduct the full value of \$84,287.48 from the Contractor's next Partial Payment.

Item 2: Resubmittal Review

Requirements for submittal of shop drawings and samples is identified in General Conditions Articles 6.24 through 6.28. As discussed previously with PVWC and as an industry standard of care, it is reasonable to assume that the Contractor may make one initial submittal and one resubmittal to receive the engineer's approval. As of November 13, 2020, there have been 512 submittals on the project. According to our submittal numbering system, a resubmittal with level B is a third submission, with C representing a 4th submission, etc. The table below identifies the number of submittals made 3 or more times, excluding the PACs switchgear and Kohler generators – which are captured in the substitute items work effort.

Resubmittal Level	Submission represents X resubmittal of same	Total Number of Submittals Resubmitted (≥ 3 times)	Hours per	Total Hours
B	third	33	8	264
C	fourth	14	4	56
D	fifth	3	2	6
E	sixth	1	2	2
TOTAL		51		328

Using the total number of 328 hours for review of resubmittals B through E identified in the table, at an average hourly rate of \$182 results in a cost of \$59,700. Jacobs has accepted a negotiated reimbursement for 295 hours, \$53,694 as compensation in full for Item 2.

Item 3: Extended Design Team Engagement (March 31, 2019 through December 15, 2020)

Change Orders 7 and 8 recognized an extension in the construction time period with funding for Project Management and Resident Engineering Services from March 31, 2019 – Dec 15, 2020. However, there was no provision for continued engagement of the design team since this work effort was ongoing and difficult to accurately predict. Change Order 7 specifically excluded ongoing efforts for RFI and submittal review. Now that the construction is nearing completion – the work effort can be better quantified.

While the weekly work effort is variable, the average expenditures (above that captured above for resubmittals) can be estimated based on the total expenditures. The period of March 31, 2019 through November 13, 2020 represents 85 weeks from the end date of the CO5 period of performance. The work effort required for this time period of March 31, 2019 through November 13, 2020 approximates 18 hours per week, or 1530 hours for the 85-week period. This can be further substantiated based on the actual number of submittals and RFIs received as presented below.

The budget for submittal and RFI review was 474 hours - at an average of 4 hours per submittal, this equates to a total of 118 submittals and 30 RFIs. Looking at the total number of submittals received, it is clear that a much larger number of submittals were made over the course of the project. The table below quantifies the total number of submittals /RFIs that were not planned for in the original contract. Note that submittals made three or more times as captured above, are excluded here.

	Submittals	RFIs
Total submittals/ RFIs received (Nov. 13, 2020)	512	99
SUBTRACT		
Total resubmittals ≥ 3 accounted for above	-48	
Total submittals planned for in original contract	-118	30
BALANCE		
Total submittals not included in budget	343	69

The resulting LOE for the additional submittals/ RFIs is:

$$343 \text{ submittals} \times 4 \text{ hrs/submittal} = 1372 \text{ hours}$$

$$69 \text{ RFIs} \times 2 \text{ hrs/RFI} = 138 \text{ hrs}$$

$$1510 \text{ hrs} \times \$182/\text{hr} = \$274,820$$

Extending this support through the current contract end date of December 15, 2020, provides an additional 4 weeks of engagement. A total of 72 hours will result (4 weeks x 18 hrs/wk) with a cost of \$13,100 at \$182/hr. The resulting total cost of work item 3 is \$287,900. Jacobs has accepted a negotiated reimbursement for 1424 hours, \$259,146 as compensation in full for Item 3.

Item 4: Extended Design Team Engagement (December 16, 2020 – April 16, 2021)

A total of 18 weeks remains from December 16, 2020 through the projected project completion date of April 16, 2021. Anticipating an expenditure of 18 hrs per week from the design team, results in a total of 324 hours, or \$60,900 at the average rate of \$188/hr (\$182 + 3.5% escalation). Jacobs has accepted a negotiated reimbursement for 194 hours, \$36,465 as compensation in full for Item 4. The ongoing work efforts include submittal reviews, response to RFIs, coordination with the contractor on needs for O&M manuals, start-up plan coordination with SHC and PVWC, PSE&G coordination, and general team coordination. Note that SHC's inefficiencies in subcontractor management/coordination, lack of project scheduling, overall project management, and insufficient attention to information provided in submittals has resulted in project delays and greater project management and engineering efforts from the CH2M (Jacobs) team than planned for in our previous change orders with PVWC.

Item 5: Resident Engineering and Project Management (December 16, 2020 – April 16, 2021)

Jacobs estimates project completion by April 16, 2021. This end date represents an 18 week extension from Dec 16, 2020 through April 16, 2021. Continued services for project management and resident observation will be needed during this time.

Task 11 - Construction Administration/Office Coordination

Project management during construction is provided in Task 11, Construction Administration. A Project Management budget of 12 hours per week will be needed. Over the 18 week project extension, this will be a 216 hour effort at a total cost of \$51,410.

Task 12 - Resident Engineering Services

As requested, Jacobs will continue to provide full-time resident engineering through project completion. The additional 18 weeks to anticipated project completion by April 16, 2021, results in additional resident engineer labor of 720 hours. The current agreed resident rate is \$156/hour. At an annual escalation of 3.5% as approved in change order 7, the rate for year 2021 will be \$161, resulting in a cost of \$115,920.

The totals for these Tasks 11 & 12 equates to 936 hours, \$167,330.

Item 6: Escalation for Task 13-16

Tasks 13 through 16 will be delivered from January 2021 through project completion. Those tasks have been previously funded for completion by December 15, 2020. The fiscal year delay in delivery results in a 3.5% increase in costs. The resulting budget addition requested for this escalation is identified below.

Task	Current Budget	Budget Addition Request	Revised Project Budget
13 - Startup	35,450	1,240	36,690
14 - Operation and Maintenance	21,475	750	22,225
15 - Training	13,520	470	13,990
16 - Record Drawings	37,370	1,310	38,680
Total	107,815	3,770	111,585

Item 7: Support for SN1 NDW01 Installation (on hold)

SHC has initiated work on installation of the soil nails and rock mesh needed to address the deficiencies in work with SN1 installation. SHC requested oversight by a Jacobs geotechnical engineer to aid in real time responsiveness to field conditions and assist them with completing installation according to the design. Jacobs provided this requested service with the full time presence of a geotechnical engineer, supported by the design engineer, project manager and other staff from the office. The field staff work effort has totaled 341 hours at an estimated cost of \$52,300.

Item 8: Support for Claim Response (on hold)

Jacobs has assisted PVWC with preparation of support documents to aid in response to the SN1 claim from SHC. Efforts have included analysis of time and material tickets, pay applications and time on-site, with development of three potential scenarios for reasonable costs incurred. Additionally, technical staff have been engaged with design analysis and development of support documents, and participation in several teleconferences with PVWC staff and legal counsel. The efforts expended through October 30, 2020 equates to 234 hours. Since the claim is not yet settled, the need for additional efforts is anticipated. It is expected that a total of 410 hours of effort will result, at a cost of \$102,500.

Attachment B

PVWC Standby Emergency Generators Project Changes in Work Substantiating Substitute Item Designation

Background

In consideration that the Kohler generators, and initially proposed PACs switchgear and associated equipment do not meet the definition of "or-equal" in General Conditions article 6.7.1.1, this equipment is considered as *Substitute Items* per article 6.7.1.2.

6.7.1.1. "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. Substitute Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) including, but not limited to Contract price, to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

Per article 6.7.3 Engineer's Evaluation, the CONTRACTOR shall reimburse OWNER for charges of ENGINEER..... for evaluating each such proposed substitute item. The OWNER, the ENGINEER or the OWNER'S Consultants shall provide to the CONTRACTOR a written itemized breakdown of the manpower and costs associated with the evaluation of any "or-equal" or substitute item and the OWNER shall be reimbursed these costs via deduction from the CONTRACTOR'S next Partial Payment following the notice of these incurred costs.

Substitute Items in Emergency Standby Power project

The following identifies changes in related Work required for the switchgear and generator equipment that deem them as substitute items rather than "or-equal".

Utility and Plant 38 KV Switchgear by PACS

1. A different manufacturer (PACS) was proposed to be used by SHC rather than the basis of design manufacturer (PowerCon) which was outlined in the Contract Documents.
2. An extensive number of submittals were issued by SHC for the proposed 38KV switchgear and associated enclosures. However, none of submittals issued to the Engineer for review contained sufficient information to meet all the requirements of the Contract Documents or the PSE&G PEPP Manual.
3. The proposed thickness of the metal used to construct the walls and roof of each switchgear enclosure were thinner than values specified.
4. The dimensions of the Utility Switchgear and the Plant Switchgear enclosures proposed are different than the dimensions of the equipment as shown on the Contract Documents, requiring a change in the equipment foundation pad.
5. The Switchgear included non-load break switches instead of the specified load break switches.
6. The Utility Switchgear proposed by SHC included C200 CTs for protective relays while the PSE&G PEPP Manual required C400 CTs for these items.
7. The submittals from SHC did not include sufficient documentation to verify that the equipment proposed met the short circuit ratings as outlined in the Contract Documents and the PSE&G PEPP Manual.
8. The interfaces required between the various components of the plant switchgear proposed are different than the interfaces as shown in the Contract Documents because the control system proposed with the Kohler generators is different than the generator control system that was specified to be provided utilizing the Caterpillar generators and switchgear.

Based on the totality of the review items identified above, SHC withdrew the PACs switchgear proposed and decided to have PowerCon manufacture the 38KV Switchgear specified. PowerCon was listed as the basis of design manufacturer for the 38KV switchgear within the Contract Documents.

Generators by Kohler

1. A different generator manufacturer (Kohler) was proposed to be used by SHC rather than the basis of design manufacturer (Caterpillar) which was outlined in the Contract Documents.
2. The physical dimensions and weights associated with the Kohler generators is different than the physical dimensions and weights associated with the Kohler equipment in the Contract Documents as the basis of design.
3. The Kohler generators proposed by SHC included different values for many of the attributes associated with their generator. This includes the following:
 - a. Different noise values were emitted from the Kohler generators at various loads and frequencies compared to the basis of design generators.
 - b. Different fuel usage values at various loading rates from the Kohler generators were identified compared to the basis of design generators.
 - c. Different values of heat rejection from the Kohler engine to the unused fuel which is discharged to the day tank were identified compared to the basis of design generators.

- d. Different volumes of air required for both cooling and combustion for the proposed Kohler engines were identified compared to the basis of design generators.
4. The proposed generator control system by Kohler requires more control panels, and physical space, than was needed with the basis of design equipment specified. Additionally, the interfaces required between the various components proposed is also different than the interfaces as shown in the Contract Documents utilizing the Caterpillar generators, switchgear, and control system.
 5. The weight and physical size of the exhaust silencer for the Kohler units is significantly larger and heavier than the exhaust silencer to be provided with the basis of design generators. This required structural design of supports for the silencers. This design effort was paid by SHC through PVWC to Jacobs.
 6. The power requirements associated with the jacket water heaters of the proposed Kohler generators is different than the power requirements of the jacket water heaters for the basis of design generators.
 7. The power requirements associated with the proposed 24V generator battery chargers are different than the power requirements for the specified 24V generator battery chargers of the basis of design generators.
 8. The fuel supply flowrates and connection points to the engine differ from the specified equipment.

Based on the above items, the Kohler generators are considered substitute equipment.

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING
SERVICES-EMERGENCY BACK-UP POWER AND WATER STORAGE
FACILITIES-DESIGN, PERMITTING AND CONSTRUCTION
ADMINISTRATION SERVICES"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(AMENDMENT 9)**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Engineering Services for Project # 12-P-43 – Professional Services for Emergency Back-Up Power & Water Storage Facilities Design, Permitting & Construction Administration Services. (CH2M Hill).

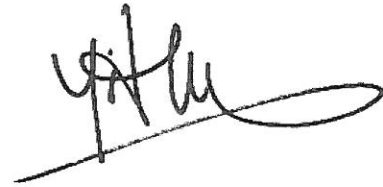
Amount of Project or Contract not to exceed: **\$520,405**

Contract amendment # 9

1. Acct #: 001-0901-419.95-24 **BUDGET 2021**

Other Comments: **Professional Services**

Date of Certification: February 10, 2021



Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

RESOLUTION: 21-23
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**AMENDMENT TO THE AGREEMENT FOR PROJECT
20-P-33 "PROFESSIONAL ENGINEERING SERVICES FOR
ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES"**

DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Project No. 20-P-33 "Professional Engineering Services for Environmental Regulatory Compliance Issues" (the "Project") was awarded to Mott MacDonald, LLC of Iselin, New Jersey (referred to herein as the "Consultant" and or "Mott MacDonald") at PVWC's Commission Meeting of June 10, 2020 with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed the stipulated amount of \$80,000.00 for services related to the Project, all as set forth in the previously approved agreement for the Project (the Agreement"); and

WHEREAS, the Consultant has and continues to perform professional services related to the Project effectively and efficiently; and

WHEREAS, the scope of the Project includes assisting PVWC in addressing environmental regulatory compliance issues, including compliance with the Toxic Catastrophe Prevention Act ("TCPA") requirements; and

WHEREAS, during a New Jersey Department of Environmental Protection ("NJDEP") TCPA compliance audit conducted August 24-27 at PVWC's Little Falls Plant, NJDEP cited PVWC for several items identified by NJDEP as being out of compliance, and which violations require additional professional services to assist PVWC in promptly and comprehensively addressing these items to avoid the potential for

assessment of additional regulatory penalties in the event these violations are not addressed by PVWC to NJDEP's satisfaction; and

WHEREAS, utilizing Mott McDonald to provide the requested additional professional services, provides continuity and consistency in incorporating these additional services into Project 20-P-33; and

WHEREAS, at PVWC's request, Mott MacDonald has submitted a Proposal dated January 28, 2021 (the "Proposal") to include additional professional services and related costs as set forth above; and

WHEREAS, said additional professional services included in this Amendment were not included in Mott MacDonald's original proposal; and

WHEREAS, a copy of the form of Amendment to the Agreement for Professional Services (Project 20-P-33) ("Amendment ") followed by a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and hereby made a part hereof as Exhibit B referenced below; and

WHEREAS, the Director of Engineering has reviewed the Consultant's Proposal for the additional Work as set forth hereinabove and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said modifications to the Project, and additional costs related thereto, be approved; and

WHEREAS, a copy of the Director of Engineering's memorandum dated January 28, 2021 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Executive Director; and the General Counsel, (as to form and legality); have reviewed the above-referenced memorandum and concur with the Director of Engineering's recommendations; and

WHEREAS, the previously approved not-to-exceed total price of \$80,000.00 is hereby increased by the additional stipulated not-to-

exceed amount of \$25,000.00 (an increase of 31.3% over the original not-to-exceed price) for the Amendment as set forth herein, for a revised not-to-exceed total price of \$105,000.00 for the Project; and

WHEREAS, the said modifications will be incorporated into the Amendment, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

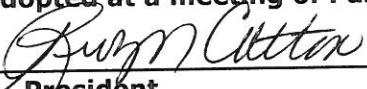
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That PVWC hereby approves the Amendment to the Agreement for Professional Services for Project 20-P-33; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the Amendment, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

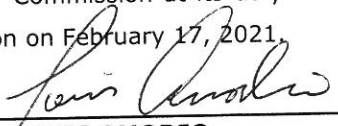


Secretary
JEFFREY LEVINE

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 February 17, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**AMENDMENT TO THE AGREEMENT FOR PROJECT
20-P-33 "PROFESSIONAL ENGINEERING SERVICES FOR
ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES"**

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JANUARY 28, 2021**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 28, 2021

To: Hon. Commissioners

From: J. Duprey

C: J. Bella
G. Hanley
L. Amodio
G. Lucianin

Re: Modifications to Professional Services for Project 20-P-33 "Professional Engineering Services for Environmental Regulatory Compliance Issues" (Amendment)

Summary

It is recommended that, under Project 20-P-33, Mott MacDonald, LLC ("Mott MacDonald") of Iselin, New Jersey be awarded an increase of \$25,000.00 (increasing the total previously approved stipulated not-to-exceed amount for Project 20-P-33 from \$80,000.00 to \$105,000.00 (a 31.3% increase) to provide PVWC with additional professional services.

These recommended modifications under this proposed Amendment are set forth in more detail below.

Background

Project No. 20-P-33 "Professional Engineering Services for Environmental Regulatory Compliance Issues" (the "Project") was awarded to Mott MacDonald, LLC of Iselin, New Jersey (referred to herein as the "Consultant" and or "Mott MacDonald") at PVWC's Commission Meeting of June 10, 2020 with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed the stipulated amount of \$80,000.00 for services related to the Project, all as set forth in the previously approved agreement for the Project (the "Agreement").

The Consultant has and continues to perform professional services related to the Project effectively and efficiently.

The scope of the Project includes assisting PVWC in addressing environmental regulatory compliance issues, including compliance with the Toxic Catastrophe Prevention Act ("TCPA") requirements.

During a New Jersey Department of Environmental Protection ("NJDEP") TCPA compliance audit conducted August 24-27 at PVWC's Little Falls Plant, NJDEP cited PVWC for several items identified by NJDEP as being out of compliance, and which violations require additional professional services to assist PVWC in promptly and comprehensively addressing these items to avoid the potential for assessment of additional regulatory penalties in the event these violations are not addressed by PVWC to NJDEP's satisfaction.

Utilizing Mott McDonald to provide the requested additional professional services, provides continuity and consistency in incorporating these additional into Project 20-P-33.

At PVWC's request, Mott MacDonald has submitted a Proposal dated January 28, 2021 (the "Proposal") to include additional professional services and related costs as set forth above. Said additional professional services included in this Amendment were not included in Mott MacDonald's original proposal.

A copy of the form of Amendment to the Agreement for Professional Services (Project 20-P-33) ("Amendment ") followed by a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto as Exhibit B.

Mott MacDonald's Proposal for the additional Work as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional Work involved, and it is recommended that the said modifications to the Project, and additional costs related thereto, be approved.

It is recommended that, under Project 20-P-33, Mott MacDonald, LLC ("Mott MacDonald") of Iselin, New Jersey be awarded an increase of \$25,000.00 (increasing the total previously approved stipulated not-to-exceed amount for Project 20-P-33 from \$80,000.00 to \$105,000.00 (which equates to an overall net increase of approximately 31.3% to the Project) to provide PVWC with additional professional services.

Subject to concurrence and approval by the Law Department as to form and legality, the said changes will be incorporated into "Amendment to Agreement for Professional services (Project 20-P-33)" the form of which is included in Exhibit B.

PASSAIC VALLEY WATER COMMISSION

**AMENDMENT TO THE AGREEMENT FOR PROJECT
20-P-33 "PROFESSIONAL ENGINEERING SERVICES FOR
ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES"**

**FORM OF AMENDMENT TO AGREEMENT
AND MOTT MACDONALD'S PROPOSAL
DATED JANUARY 28, 2021**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO THE AGREEMENT FOR PROJECT
20-P-33 "PROFESSIONAL ENGINEERING SERVICES FOR
ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES"**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Mott MacDonald, LLC, a professional firm (hereinafter "PROFESSIONAL" and/or "Westin" and/or "contractor") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830-4112.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement with PVWC and PROFESSIONAL who was awarded Project 20-P-33 entitled "Professional Engineering Services for Environmental Regulatory Compliance Issues" (hereinafter the "PROJECT"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated January 28, 2021 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of \$80,000.00 for the PROJECT is hereby increased by \$25,000.00 for a revised not-to-exceed total amount of \$105,000.00; and

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

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

MOTT MACDONALD, LLC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RUBY N. COTTON
President

PASSAIC VALLEY WATER COMMISSION

**AMENDMENT TO THE AGREEMENT FOR PROJECT
20-P-33 "PROFESSIONAL ENGINEERING SERVICES FOR
ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES"**

**MOTT MACDONALD'S PROPOSAL
DATED JANUARY 28, 2021**

ATTACHMENT A



Julie Alesandrelli, PE
Principal Engineer
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

**Passaic Valley Water Commission – Professional Engineering Services for
Environmental Regulatory Compliance Issues (Contract # 20-P-33) – Budget
Amendment Request # 1**

January 28, 2021

Our Reference
507102932

Dear Ms. Alesandrelli:

Mott MacDonald
111 Wood Avenue South
Iselin
NJ 08830-4112
United States of America

Under a prior authorization for Contract # 20-P-33, Mott MacDonald is assisting Passaic Valley Water Commission (PVWC) with environmental regulatory compliance issues. As discussed with PVWC on January 22, 2021, PVWC has requested that Mott MacDonald assist with addressing Toxic Catastrophe Prevention Act (TCPA) regulatory requirements resulting from the NJDEP's site visit and audit conducted at the Little Falls Water Treatment Plant from August 24, 2020 through August 27, 2020.

T +1 (800) 832 3272
mottmac.com
mottmac.com

Based upon correspondences and conference calls with PVWC, Mott MacDonald will provide assistance to PVWC as follows:

- Assistance with addressing comments in the compliance audit from the NJDEP.
- Assistance with updating the Process Hazard Analysis.
- Comparing site plans and standard operating procedures (SOP) to identify deviations and provide guidance on revising procedures.
- Support with piping and instrumentation diagrams (P&ID) that do not match the SOPs and necessary modifications.

As discussed with PVWC on January 22, 2021, to account for this planned work, we request an increase to our current reimbursable, not-to-exceed fees as follows:

Task	Current Approved Fee	Requested Increase	Proposed Fee
Contract 20-P-33	\$ 80,000	\$ 25,000	\$ 105,000
Total	\$ 80,000	\$ 25,000	\$ 105,000



Should you have any questions or comments, please feel free to contact me.

Very Truly Yours,

Mott MacDonald

 Digitally signed by
Edward P. Gajek, PE
Date: 2021.01.28
11:09:16-05'00'

Edward P. Gajek, PE, PMP
Vice President
T 973-912-2539
edward.gajek@mottmac.com

c: Mark Tompeck, Chris Walczyk

PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO THE AGREEMENT FOR PROJECT
20-P-33 "PROFESSIONAL ENGINEERING SERVICES FOR
ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES"

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Engineering Services for Project # 20-P-33 – Professional Services for Environmental Regulatory Compliance Issues. (Mott MacDonald LLC).

Amount of Project or Contract not to exceed: **\$105,000**

Total amount of all Engineering Services for 2021 not to
exceed budgeted amount of : \$1,181,100

1. Acct #: 001-0301-413.31-01 **BUDGET 2021**

Other Comments: **Professional Services**

Date of Certification: February 10, 2021



Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

RESOLUTION: 21-24
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, on January 7, 2021 seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-50 "Subsurface Exploratory Investigation for Determination of Lead Service Lines & Replacement in North Arlington and Lodi Systems"; and

WHEREAS, the bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality); and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefor; and

WHEREAS, the lowest responsible responsive bid submitted for this contract was that of Roman E & G Corporation of Newark, New Jersey (the "Awardee") with respect to said bid in the amount of \$2,219,410.00; and

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

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

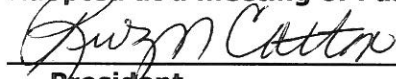
1. That Contract No. 20-B-50 "Subsurface Exploratory Investigation for Determination of Lead Service Lines & Replacement in North Arlington and Lodi Systems" in the total amount of \$2,219,410.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 20-B-50 as set forth hereinabove.

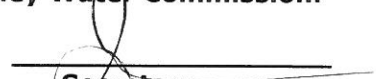
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

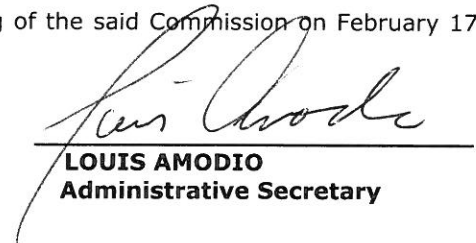


Secretary
JEFFREY LEVINE

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 February 17, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 20, 2021

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 20-B-50 "Subsurface Exploratory Investigation for Determination of Lead Service Lines & Replacement in North Arlington & Lodi Systems"**

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

Of the seven (7) bids received, the lowest responsive and responsible proposal was submitted by **Roman E & G Corporation**, of Newark, New Jersey, in the amount of **\$2,219,410.00**.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **20-B-50 - Roman E & G Corp.**

Amount of Project or Contract: \$ 2,219,410.00

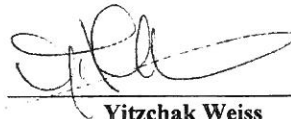
1. Acct: # 001-0901-419-95-46 Capital / Lead Service Lines

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

Other comments: One (1) Year Contract Commencing: February 2021

"Subsurface Exploratory Investigation for Determination of Lead Service Lines in the North Arlington & Lodi Systems"

Date of Certification: 01/20/2021 Certified: \$ 2,219,410.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YWgbl

DATE: 1/7/2021

CONTRACT # 20-B-50

CONTRACT NAME: Lead Service Lines & Replacement North Arlington & Lodi

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Roman E & G 14 Ogden St Newark, NJ 07104 engineer@romaneg.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$2,219,410.00	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
Montana Construction 80 Contant Ave Lodi, NJ 07644 lsantate@montanaconstructioninc.co	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$2,471,155.00	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
John Garica Construction 183 Friar Lane Clifton, NJ 07013 jgaricaconstr@gmail.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$2,509,677.25	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
J Fletcher Creamer 101 East Broadway Hackensack, NJ 07601 dominick.genario@jfcson.us	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$2,966,425.00	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
CRJ Contracting 7 Commerce St Ste 2 Somerville, NJ 08876 lciacclarelli@crjcontracting.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$3,748,845.00	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
Metra Industries 50 Muller Place Little Falls, NJ 07424 sdioslakti@metraindustries.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$3,965,100.00	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO
Colonnelli Brothers 409 South River St, Hackensack, NJ 07601 ngc@colonnelli.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$20,000.00 x \$20,000.00	\$5,016,125.00	x Business Registration Cert. x PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. x EEO

RESOLUTION: 21-25
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, on January 28, 2021 eight (8) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-4 "Removal of Underground Storage Tank"; and

WHEREAS, the bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality); and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefor; and

WHEREAS, the lowest responsible responsive bid submitted for this contract was that of T.R. Weniger Inc. of Piscataway, New Jersey (the "Awardee") with respect to said bid in the amount of \$90,000.00; and

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

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

1. That Contract No. 21-B-4 "Removal of Underground Storage Tank" in the total amount of \$90,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the

submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 21-B-4 as set forth hereinabove.

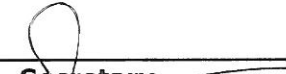
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 February 17, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 3, 2021

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 21-B-4 "Removal of Underground Storage Tanks"**

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

Of the eight (8) bids received, the lowest responsive and responsible proposal was submitted by T. R. Weniger Inc., of Piscataway, New Jersey, in the amount of **\$90,000.00.**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **21-B-4 - T. R. WENIGER INC**

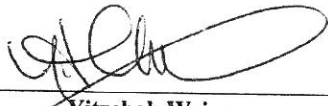
Amount of Project or Contract: \$ 90,000.00

1. Acct: # 001-0901-419-95-08 Capital / Bldgs Structures Clifton

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

Other comments: Six (6) Month Contract Commencing: February 2021
"Rrmoval of Underground Storage Tanks"

Date of Certification: 02/03/2021 Certified: \$ 90,000.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YWgbl

CONTRACT # 21-B-4

DATE: 1/28/2021

CONTRACT NAME: Removal of Underground Storage Tank

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
T.R. Weniger Inc. 1900 New Brunswick Avenue Piscataway, NJ 08854	CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$90,000.00	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO
T. Slack Environmental Services Inc. 180 Market Street Kenilworth, NJ 07033	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$99,635.00	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO
The Ambient Group LLC 2515 Glassboro Cross Keys Road Williamstown, NJ 08094	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$112,600.00	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO
Vollers Excavating & Construction, Inc. 3311 Route 22 East North Branch, NJ 08876	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$126,322.50	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO
TTI Environmental, Inc. 1253 North Church Street Moorestown, NJ 08057	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$137,046.00	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO
Salomone Bros. Inc. 17 Demarest Drive Wayne, NJ 07470	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$154,161.50	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO
Audubon Environmental Inc. 372 Alston Road Shamong, NJ 08088	Certified Check Cashier's Check Bid Bond Not to Exceed 10% \$20,000.00	\$184,397.50	X Business Registration Cert. X PVWC Consent of Surety X Other Consent of Surety X Public Works Cont. Cert. X EEO

CONTRACT # 21-B-4

DATE: 1/28/2021

CONTRACT NAME: Removal of Underground Storage Tank

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
GWS Contractors 105 Fresh Ponds Road Jamesburg, NJ 08831	☐ Certified Check ☐ Cashier's Check ☒ Bid Bond 10% \$20,000.00	\$249,819.75	☒ Business Registration Cert. ☒ PVWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PVWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO

RESOLUTION; 21-26
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: CARMEN DEPADUA

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 21-P-80 "Developing Bidding Documents for Removal of UST and Installation of ASTs at the PVWC Clifton Facility" (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 unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable 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

February 8, 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 Remington & Vernick Engineers, of Secaucus, 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 January 28, 2021 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$97,808.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

WHEREAS, a copy of the Response 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 as indicated on Exhibit C; and

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

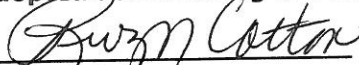
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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 \$97,808.00, 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

	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

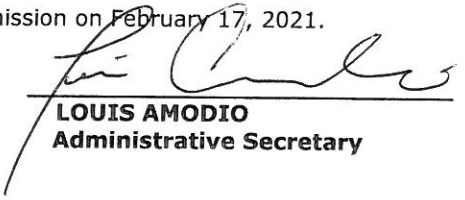


Secretary
JEFFREY LEVINE

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 February 17, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-80

**"DEVELOPING BIDDING DOCUMENTS FOR REMOVAL OF UST AND
INSTALLATION OF ASTs AT THE PVWC CLIFTON FACILITY"**

PVWC MEMORANDUM DATED FEBRUARY 8, 2021

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 8, 2021

To: Hon. Commissioners

From: P. Dannhardt

cc: J. Duprey
J. Bella
G. Hanley
L. Amodio
G. Lucianin

Re: Request to Award Project No. 21-P-80 "Developing Bidding Documents for Removal of UST and Installation of ASTs at the PVWC Clifton Facility"

Summary

It is recommended that Project No. 21-P-80 "Developing Bidding Documents for Removal of UST and Installation of ASTs at the PVWC Clifton Facility " (the "Project") be awarded to Remington & Vernick Engineers, of Secaucus, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$97,808.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on January 28, 2021, five (5) 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⁾
RVE ⁽²⁾⁽⁷⁾	\$97,808.00	295
Suburban ⁽³⁾	\$77,350.00	268
Mott MacDonald ⁽⁴⁾	\$119,600.00	259
Maser ⁽⁵⁾	\$105,390.00	242
CME ⁽⁶⁾	\$154,051.00	226

Notes: (1) Using evaluation criteria set forth in the RFP.
(2) Remington & Vernick Engineers, Secaucus, NJ
(3) Suburban Consulting Engineers, Inc., Flanders, NJ
(4) Mott MacDonald, LLC, Iselin, NJ
(5) Maser Consulting, Red Bank, NJ.
(6) CME Associates, Parlin, NJ.
(7) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-80

**"DEVELOPING BIDDING DOCUMENTS FOR REMOVAL OF UST AND
INSTALLATION OF ASTs AT THE PVWC CLIFTON FACILITY"**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION **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 Remington & Vernick Engineers a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at One Harmon Plaza, Suite 210, Secaucus, NJ 07094.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 21-P-80 " Developing Bidding Documents for Removal of UST and Installation of ASTs at the PVWC Clifton Facility " (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 un-specifiable 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 Un-specifiable 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 January 28, 2021, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit C; 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 for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$97,808.00. 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REMINGTON & VERNICK ENGINEERS

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RUBY N. COTTON
President

PASSAIC VALLEY WATER COMMISSION

PROFESSIONAL'S PROPOSAL

(The Solicitation and Responses, including that of the Awardee
are on file in the office of the Administrative Secretary)

EXHIBIT C

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-80

**"DEVELOPING BIDDING DOCUMENTS FOR REMOVAL OF UST AND
INSTALLATION OF ASTs AT THE PVWC CLIFTON FACILITY"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

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 REMINGTON, VERNICK & ARANGO Installation of AST's at the PVWC Clifton Facility

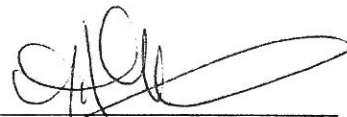
Professional Services for Project # 21-P-80

Amount of Project or Contract: \$ 97,808.00

1. Acct: # 001-0901-419-95-08 Professional Services-Capital/Bldgs Structures-Clifton

Other comments: **Professional Services**

Date of Certification: 02/10/2021



Vitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 21-27
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:
FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, under Contract No. 20-B-6 "Liquid Ferric Sulfate" (the "Contract"), Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Contractor") has provided, and continues to provide, goods and services under this 1-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably, and efficiently and effectively, on an as-needed basis with the Contract commencing February 20, 2020; and

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

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to one (1) additional year for contracts which are one (1) year or less, (for a total contract duration not to exceed two (2) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the Contract, otherwise scheduled to end on or about February 19, 2021, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable Term set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable Sureties, Guaranties, indemnifications and/or Insurance Coverages required under the applicable Contract; and, to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning February 20, 2021 and ending on February 19, 2022; all as indicated in the Director of Engineering's memorandum dated February 10, 2021, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated February 10, 2021 along with the Contractor's correspondence dated February 10, 2021 agreeing to a 1-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the unit quantities stipulated under the original 1-year Contract are hereby adjusted and reestablished for this 1-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero percent (0%) to said unit prices, the total amount of this extended portion of the Contract equates to \$2,270,400.00; and

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

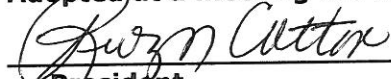
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards a 1-year extension to Contract No. 20-B-6 "Liquid Ferric Sulfate" to Kemira Water Solutions, Inc. of Lawrence, Kansas commencing February 20, 2021 and expiring on February 19, 2022; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$2,270,400.00;
2. That the terms of this 1-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
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

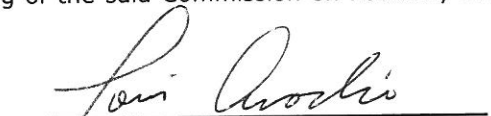


Secretary
JEFFREY LEVINE

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 February 17, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT 20-B-6
"LIQUID FERRIC SULFATE"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED FEBRUARY 10, 2021**

EXHIBIT A

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

Date: February 10, 2021
From: J. Duprey
To: J. Bella
C: G. Hanley
Subject: 1-Year Extension of Contract 20-B-6 "Liquid Ferric Sulfate"

Under Contract 20-B-6 "Liquid Ferric Sulfate" (the "Contract"), Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Contractor") has, and continues to, provide goods and services consistently and reliably, and efficiently and effectively, on an as-needed basis with the said contract commencing on February 20, 2020. This 1-year contract, which is otherwise scheduled to end on or about February 19, 2021, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration of not more than two (2) years, including extensions.

A 1-year extension would result in an overall contract duration of two (2) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable Term.

Attached is a copy of the Director of Purchasing's memorandum dated February 10, 2021 along with the Contractor's correspondence dated February 10, 2021 agreeing to a 1-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 20-B-6 be extended for a 1-year period of time beginning February 20, 2021 and ending on February 19, 2022. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the Escalation Index⁽¹⁾ adjustment of zero percent (0%)], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$2,270,400.00.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT 20-B-6
"LIQUID FERRIC SULFATE"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED FEBRUARY 10, 2021 AND CONTRACTOR'S
CORRESPONDENCE DATED FEBRUARY 10, 2021**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTER-OFFICE MEMO**

DATE: February 10, 2021

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract #20-B-6 One Year Contract Extension Kemira Water Solutions/ Liquid Ferric Sulfate**

The above referenced contract is due to expire 02/20/2021. In accordance with the provisions of N.J.S.A. 40:A11 et seq., L 1999, C 440, we have the option to extend this contract for up to another one (1) year.

The current contractor, **Kemira Water Solutions.**, has agreed to this extension at "0%" Increase". The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current contract amount = \$2,270,400.00

Extension amount = **\$2,270,400.00**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: J. Duprey
L.Amodio

Lucianin, Gregg

From: KWSNA Bids <KWSNA.Bids@kemira.com>
Sent: Wednesday, February 10, 2021 12:59 PM
To: Lucianin, Gregg
Cc: KWSNA Bids
Subject: RE: One Year Contract Extension Contract 20-B-6

Hi Greg,
Kemira accepts a one year contract extension with the same terms and conditions at zero percent increase in unit prices for February 20, 2021 to February 19, 2022.

Kemira PIX-312
\$2,064 per ton of iron delivered

TINA IMBROGNO

tel. +1 785 842 7424
mobile +1 785 423 1419
tina.imbrogno@kemira.com

From: Lucianin, Gregg <GLucianin@PVWC.com>
Sent: Wednesday, February 10, 2021 11:28 AM
To: Tina Imbrogno <tina.imbrogno@kemira.com>
Cc: KWSNA Bids <KWSNA.Bids@kemira.com>
Subject: One Year Contract Extension Contract 20-B-6

Tina,

PVWC would like to offer Kemira Water Solutions a one year contract extension for 20-B-6 Liquid Ferric Sulfate at a 0% increase in unit prices from February 20th 2021 to February 19th, 2022

Please let me know if you except the above terms

Thank you
Gregg B Lucianin
Buyer
Passaic Valley Water Commission
1525 Main Ave, Clifton NJ 07011
973-340-4316-P
973-340-5584-F
glucianin@pvwc.com



PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT 20-B-6
"LIQUID FERRIC SULFATE"**

PVWC'S FINANCIAL CERTIFICATION

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: **20-B-6 - Kemira Water Solutions, Inc.**
CONTRACT EXTENSION

Amount of Project or Contract: \$2,270,400.00

1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

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

Other comments: One Year Contract Extension Commencing: February 2021
Liquid Ferric Sulfate

Date of Certification: 2/10/2021 Certified: \$2,270,400.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 21-28
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: FEBRUARY 17, 2021

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, the Commission serves more than 80,000 households, operates in dozens of municipalities, and has more than 200 employees; and

WHEREAS, there are numerous and varied litigation matters involving the Commission, including but not limited to, claims for damages to property, injury to individuals and employees, workers compensation claims, etc.; and

WHEREAS, the Commissioners desire to confer settlement authority to the Law Department for certain litigation matters in order to create greater efficiencies and to provide cost-savings; and

WHEREAS, this Resolution hereby supersedes any and all previous Commission resolutions, policies, past practices and/or previous PVWC directives to the contrary, and, in the event of conflict, the herein Resolution shall hereby govern effective immediately; and

WHEREAS, the General Counsel has reviewed and approves the herein Resolution (as to form and legality);

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

1. That PVWC hereby confers settlement authority to the Law Department for all litigation matters up to Ten Thousand Dollars (\$10,000.00); and
2. The Law Department shall provide the Legal Affairs Committee with a report of all settled matters, along with the amounts, through the Legal Department Status Report; and
3. For matters greater than Ten Thousand Dollars (\$10,000.00) and up to, and including, Fifteen Thousand Dollars (\$15,000.00), the Law

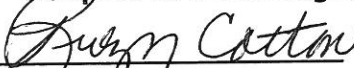
Department shall report those matters to the Commission at its meeting, without the need for the appearance of outside counsel (if assigned); and

4. For those matters which may be settled in excess of Fifteen Thousand Dollars (\$15,000.00), the Law Department shall, in its discretion, require the appearance of outside counsel, (if assigned); and
5. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

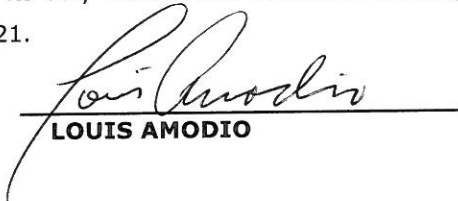


Secretary
JEFF LEVINE

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 February 17, 2021.



LOUIS AMODIO

Administrative Secretary