



**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION #23-EXE-10**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by Yaacov Brisman, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

**COMMISSIONER: JOSEPH KOLODZIEJ offers the following Resolution for adoption:**

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

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

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

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

Second by **COMMISSIONER: CARMEN DEPADUA Time: 1038 a.m.**

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

\_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

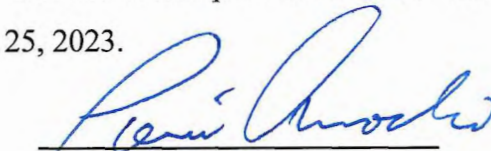
**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of OCTOBER 25, 2023.

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

**RESOLUTION: 23-153**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: October 25, 2023**

Introduced by Commissioner: Joseph Kolodziej

Seconded by Commissioner: R. Cotton/R. Sanchez

**WHEREAS**, PVWC recognizes Mr. Javier Hendricks' as a valued employee of the engineering department where he has served with excellence and distinction since starting with PVWC in March 2018.

**WHEREAS**, Mr. Javier Hendricks, Senior Engineer for PVWC, has been accepted into the Transformative Water Leadership Academy, a collaboration between the American Water Works Association (AWWA) and WaterNow Alliance.

**WHEREAS**, Acceptance into this program was an extremely competitive process nationwide with only 55 candidates admitted to the 10-month long regimen that includes 12 virtual sessions and two (2) in-person workshops in Atlanta and Denver.

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

- 1) PVWC hereby expresses enormous pride and officially extends congratulations to Mr. Hendricks for being selected to the

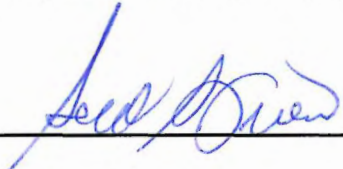
Transformative Water Leadership Academy and embodying PVWC's core value of excellence.

2) This resolution shall take effect immediately.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>FRIEND, G.</b>	<u>  x  </u>	_____	_____	_____
<b>DePADUA, C.</b>	<u>  x  </u>	_____	_____	_____
<b>LEVINE, J.</b>	<u>  x  </u>	_____	_____	_____
<b>SANCHEZ, R.</b>	<u>  x  </u>	_____	_____	_____
<b>VAN RENSA LIER, R.</b>	_____	_____	_____	<u>  x  </u>
<b>COTTON, R.</b>	<u>  x  </u>	_____	_____	_____
<b>KOLODZIEJ, J.</b>	<u>  x  </u>	_____	_____	_____

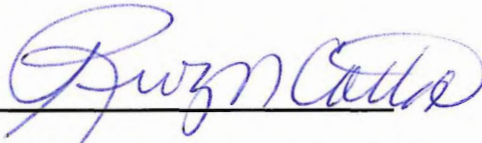
**Adopted at a meeting of Passaic Valley Water Commission.**



---

**President**

**GERALD FRIEND**



---

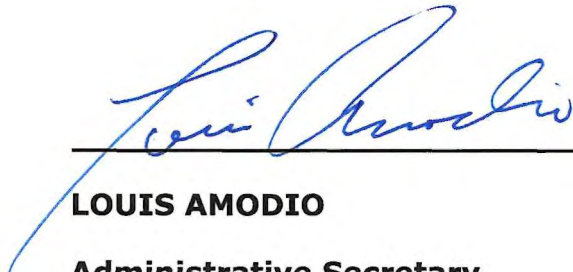
**Secretary**

**RUBY COTTON**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of October 25, 2023.



---

**LOUIS AMODIO**  
**Administrative Secretary**

**RESOLUTION # 23-143**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 AND BUDGET AMENDMENT FOR CONTRACT NO. 19-B-15 "ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING AND PROTECTIVE DEVICE CALIBRATION"**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, PVWC awarded Contract No. 19-B-15 entitled "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" (the "Contract") to Siemens Industries, Inc. (Siemens) of Florham Park, New Jersey at PVWC's Commission Meeting on December 16, 2021, awarding a two-year extension commencing December 18, 2021 and expiring on December 17, 2023; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$902,434.00; and

**WHEREAS**, it is recommended that PVWC provides the Contractor with a non-compensatory time extension to the existing contract from December 17, 2023 to June 17, 2024 to provide Contractor additional time to complete remaining electrical maintenance work due to delay with contract startup, as agreed to in an email correspondence by Siemens as attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS**, it is also recommended that PVWC issues Change Order No. 1 for the recovery of all electrical systems impacted from flooding of the Main Pump Station on August 7, 2023 and increases the total adjusted Contract Price with a total increase of \$180,000.00 (19.9% increase) which brings the total adjusted Contract Price up to \$1,082,434.00; and

**WHEREAS**, the Director of Engineering has determined costs associated with ongoing recovery efforts to be reasonable and has recommended additional costs related thereto, be approved, as described in the memorandum and attached hereto and made a part hereof as **Exhibit B**; and

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto 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:

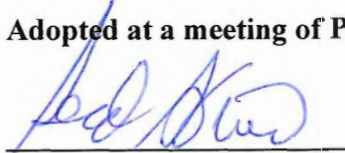
1. That PVWC hereby authorizes a non-compensatory time extension and Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

---

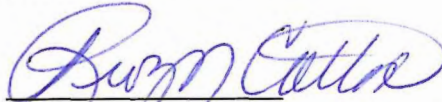
**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

Adopted at a meeting of Passaic Valley Water Commission.



**President**  
**GERALD FRIEND**

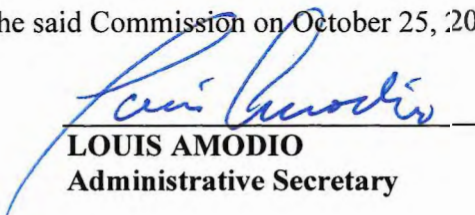


**Secretary**  
**RUBY N. COTTON**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

  
**LOUIS AMODIO**  
**Administrative Secretary**



**EXHIBIT A**

**Porcaro, Patrick**

---

**From:** Lorfink, Robert  
**Sent:** Monday, October 16, 2023 5:13 PM  
**To:** Porcaro, Patrick  
**Subject:** FW: PVWC Existing Contract extension for 6 Months

**From:** Gaitane, Amy <[amy.gaitane@siemens.com](mailto:amy.gaitane@siemens.com)>  
**Sent:** Wednesday, October 4, 2023 1:49 PM  
**To:** Lorfink, Robert <[rlorfink@PVWC.com](mailto:rlorfink@PVWC.com)>  
**Cc:** Ralph Rocco <[rrocco@atiengineers.com](mailto:rrocco@atiengineers.com)>; Zambrano, Jorge <[jorge.zambrano@siemens.com](mailto:jorge.zambrano@siemens.com)>  
**Subject:** RE: PVWC Existing Contract extension for 6 Months

Hi Bob,  
That would be from December 17, 2023 – June 17, 2024.  
Siemens is agreeable to this time extension. There will be no increase in the dollar amount of the contract.

Please confirm.

Thank you,  
Amy

**From:** Lorfink, Robert <[rlorfink@PVWC.com](mailto:rlorfink@PVWC.com)>  
**Sent:** Tuesday, October 3, 2023 5:05 PM  
**To:** Gaitane, Amy (RC-US SI RAM Z6 NYC S-SV-AUTO) <[amy.gaitane@siemens.com](mailto:amy.gaitane@siemens.com)>  
**Cc:** Ralph Rocco <[rrocco@atiengineers.com](mailto:rrocco@atiengineers.com)>; Zambrano, Jorge (RC-US SI RAM Z6 SVC ELEC) <[jorge.zambrano@siemens.com](mailto:jorge.zambrano@siemens.com)>  
**Subject:** RE: PVWC Existing Contract extension for 6 Months

Amy:

I apologize for the delay in responding.

Yes, PVWC would want to get an agreement on a 6-month time extension from the December 17, 2023 date. That additional time frame should allow us enough time to finish all of the outstanding work on this contract.

I trust that Siemens is agreeable to this time extension. There would be no increase in the dollar amount of the contract.

Also, to answer your other question, PVWC will be going out to bid on a new 2 year medium voltage maintenance contract sometime next year.

As always, call with any questions.

Regards,  
Bob

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: October 16, 2023  
October 18, 2023 (revised)

To: J. Mueller

From: P. Porcaro

cc: L. Breseman, R. Lorfink, J. Alesandrelli

Re: Contract Extension and Budget Amendment, Change Order No. 1 for Contract No. 19-B-15 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration"

We would like to request permission to provide the contractor, Siemens Industries, Inc., with a non-compensatory time extension for Contract No. 19-B-15 with the current expiration date of December 17, 2023 (Resolution 21-104) to be extended to June 17, 2024 (6 months).

Additionally, we would like to issue Change Order No. 1 to cover all expenses related to ongoing recovery efforts of all electrical systems impacted from flooding of the Main Pump Station on August 7, 2023. The total recovery costs are not expected to exceed \$180,000 (19.9% increase) with a total contract amount of \$1,082,434.00.

**EXHIBIT C**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: **Contract 19-B-15 – Change Order # 1  
Siemens Industries, Inc.**

Amount of Project or Contract: Not-to-Exceed \$1,082,434.00  
1. Acct: # 001-1502-422-40-04 Purchases

Specific Appropriation to which expenditures will be charged: Budgets 2023/2024

Other comments: Change Order Number 1 – Increase of \$180,000.00  
for a New Not-to-Exceed of \$1,082,434.00

Date of Certification: October 25, 2023

Certified: \$1,082,434.00

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 23-144**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD CONTRACT NO. 23-PA-07 ENTITLED  
"PROFESSIONAL SERVICES FOR FINANCIAL ADVISOR"**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: JOSEPH KOŁODZIEJ

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 23-PA-07, "Professional Services for Financial Advisor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

**WHEREAS**, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from three (3) professional (or provider of extraordinary un-specifiable services) providers; and

**WHEREAS**, the firm of NW Financial Group, LLC of Hoboken, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with

reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$40,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

**WHEREAS**, the Responses and solicitations are on file in the office of the Administrative Secretary and available for inspection; and

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

**WHEREAS**, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is on file in the Purchasing Department.

**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 Awardees in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

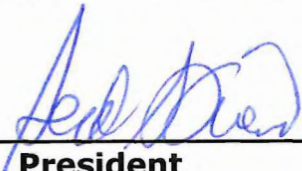


3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

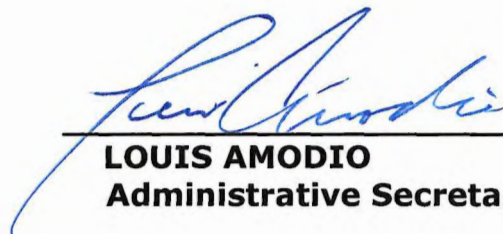
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

**APPENDIX C**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and NW Financial Group, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 2 Hudson Place, Floor 3, Hoboken, New Jersey.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PA-07** entitled "**PROFESSIONAL SERVICES FOR FINANCIAL ADVISOR**"; and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Qualifications" of the "Request for Qualifications for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S Statement of Qualifications dated October 13, 2023, are collectively referred to herein as the "QUALIFICATIONS"; and

WHEREAS, the AGREEMENT shall be for up to a one-year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the QUALIFICATIONS not to exceed \$40,000.00.

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

**Insurance Coverages**

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

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

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

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

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

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

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as

established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which

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

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

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

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

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

**NW FINANCIAL GROUP, LLC**

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

\_\_\_\_\_  
Secretary

(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
GERALD FRIEND  
President



**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: Project 23-PA-07  
"Professional Series for Financial Advisor"

**NW Financial Group, LLC.**

Amount of Project or Contract: \$40,000.00

1. Acct: # 001-0501-415-72-24 – PURCHASES – SERVICES/FINANCIAL
  
2. Specific Appropriation to which expenditures will be charged:  
BUDGET 2023/2024

Other comments: Professional Services

Date of Certification: October 25, 2023      Certified: \$40,000.00

---

**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

**RESOLUTION NO. 23-145**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD CONTRACT NO. 23-PD-01 ENTITLED  
"DISTRIBUTION SPECIALTY MANAGEMENT SYSTEMS"**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 23-PD-01 entitled "Distribution Specialty Management Systems" (hereinafter the "Project"); and

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

**WHEREAS**, the firm of Prana Water Consulting of West Milford, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$225,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

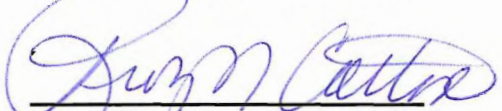
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

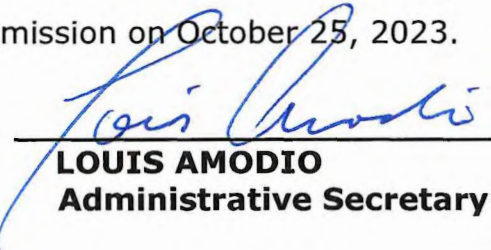
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**APPENDIX C**

**FORM OF AGREEMENT**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Prana Water Consulting, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 34 Evanston Avenue, West Milford, New Jersey.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to **Project Number 23-PD-01** entitled **Distribution Specialty Project Management Services** (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 9, 2023, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for 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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$225,000.00**.

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

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

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

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

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



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

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

10. PROFESSIONAL shall maintain insurance.

#### **Insurance Coverages**

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

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

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

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

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

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties.

Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the

information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

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

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

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

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

**PRANA WATER CONSULTING**

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

\_\_\_\_\_  
Secretary  
(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
GERALD FRIEND  
President

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: Project 22-PD-01  
"Distribution Specialty Management Services"

**Prana Water Consulting**

Amount of Project or Contract: \$225,000.00

1. Acct: # 001-3002-424-72-21  
PROFESSIONAL SERVICE - Purchases – Services/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:  
BUDGET 2023/2024

Other comments: Professional Services

Date of Certification: 10/25/2023 Certified: \$225,000.00

---

**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

**RESOLUTION NO. 23-146**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD CONTRACT NO. 23-PD-02 ENTITLED  
"PROFESSIONAL SERVICES FOR W-4 LICENSED OPERATOR"**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGOR SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 23-PD-02 entitled "Professional Services for W-4 Licensed Operator" (hereinafter the "Project"); and

**WHEREAS**, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for services related to a W-4 Licensed Operator; and

**WHEREAS**, the firm of J & J Utility Consulting Services, LLC of Verona, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$175,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.



---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

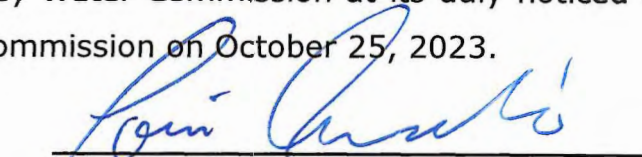
  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

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

**APPENDIX C**

**FORM OF AGREEMENT**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and J & J Utility Consulting, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 88 Woodland Avenue, Verona, New Jersey.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to **Project Number 23-PD-02** entitled **Professional Services for W-4 Licensed Operator** (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated \_\_\_\_\_, 20\_\_, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for a **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 those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$175,000.00**.

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

#### **Insurance Coverages**

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

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

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

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

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

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties.

Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the

information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

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

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

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

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

**J & J Utility Consulting, LLC**

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

\_\_\_\_\_  
Secretary

(Seal)

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

**PASSAIC VALLEY WATER COMMISSION**

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

By: \_\_\_\_\_  
GERALD FRIEND  
President



**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: Project 23-PD-02  
"Professional Series for W-4 Licensed Operator"

**J & J Utility Consulting, LLC**

Amount of Project or Contract: \$175,000.00

1. Acct: # 001-3002-424-72-21  
PROFESSIONAL SERVICE –Distribution
2. Specific Appropriation to which expenditures will be charged:  
BUDGET 2023/2024

Other comments: Professional Services

Date of Certification: October 25, 2023 Certified: \$175,000.00

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

**RESOLUTION # 23-147**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO APPROVE CHANGE ORDER #5 FOR CONTRACT NO. 15-B-25, "WATER STORAGE IMPROVEMENTS PHASE 1 – STANDBY EMERGENCY GENERATORS"**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGGO SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, under Contract 15-B-25 entitled "Water Storage Improvements Phase 1 – Standby Emergency Generators" (the "Contract"), was awarded to Stone Hill Contracting Co., Inc., of Doylestown, Pennsylvania (the "Contractor") at PVWC's Commission Meeting dated December 21, 2016 (PVWC Resolution No. 16-151) in accordance with the authorized scope of work, and with the ; and

**WHEREAS**, previously approved Change Order No. 1 increased the Contract Price by \$300,536.52 (1.1%), which brought the total adjusted Contract Price to \$28,800,536.52 as approved by the Commission on September 20, 2018; and

**WHEREAS**, previously approved Change Order No. 2 and 3 increased the Contract Price by \$689,956.99 (2.4%) which brought the total adjusted Contract Price to \$29,490,493.51 (3.5%) and adjusted the Substantial and Final Completion Dates as approved by the Commission on July 17, 2019; and

**WHEREAS**, previously approved Change Order No. 4 was a no cost change order as approved by the Commission on July 27, 2022; and

**WHEREAS**, Proposed Change Order No. 5 is a no cost change order; and

**WHEREAS**, a copy of the executed Contract Modification Proposal and Acceptance Form No. 5, describing the changes in the scope of work was signed and sealed by Jacobs Engineering, signed by

PVWC's Director of Engineering and signed by Stone Hill Contracting was submitted to the New Jersey Water Bank on October 4, 2023 for final State approval is attached hereto and made a part hereto as **Exhibit A.**

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

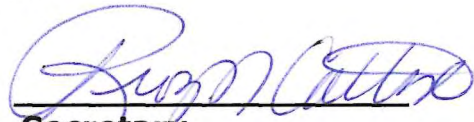
1. That PVWC hereby approves Change Order No. 5 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

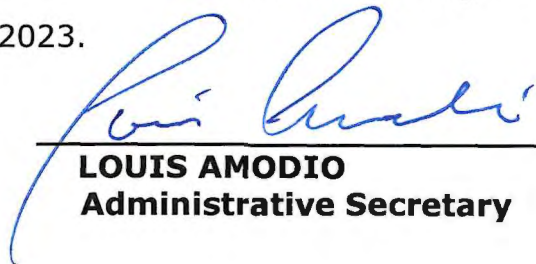
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

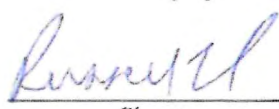


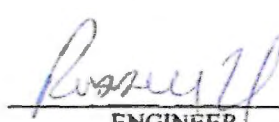
**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.


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

**EXHIBIT A**

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

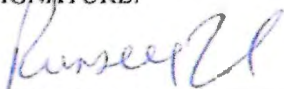
1. ISSUING OFFICE <b>PVWC</b>	2. PROJECT NO. <b>1605002-025</b>	3. CONTRACT NO. <b>15-B-25</b>	4. MODIFICATION NO. <b>5</b>
5. TO (CONTRACTOR) <b>Stone Hill Contractor's Inc</b> 2 52 W. Swamp Rd., Ste. 19 PO Box 1370 • Doylestown, PA 18901 (215)340-1840 • FAX (215) 340-1991		6. PROJECT LOCATION AND DESCRIPTION <b>Water Storage Improvements Phase 1 Standby Emergency Generators, Totowa, NJ</b>	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).			
<u>10/2/23</u> Date	<u>Russell Ford, PE- Vice-President Jacobs</u> Type Name and Title	 Signature	
8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:			
See Attachment A			
TOTAL COST OF THIS MODIFICATION <u>\$0.00</u>			
The contract time is hereby: <i>increase</i> <input type="checkbox"/> <i>decrease</i> <input type="checkbox"/> or <i>remains the same</i> <input checked="" type="checkbox"/> by <u>0</u> calendar days as a result of this modification. <span style="float: right; font-size: small;">* Time TBD at a later date</span>			
The foregoing modification is hereby accepted:			
 CONTRACTOR	 OWNER	 ENGINEER (NJPE SEAL)	
BY: <u>David Mott- Principal</u>	BY: <u>Pat Porcaro- Director of Engineering</u>	BY: <u>Russell Ford, Vice President</u>	
DATE: <u>September 28, 2023</u>	DATE: <u>10/4/2023</u>	DATE: <u>10/2/23</u>	
APPROVAL:			
STATE OF NEW JERSEY		DATE	

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

9. ISSUING OFFICE PVWC	10. PROJECT NO. 1605002-025	11. CONTRACT NO. 15-B-25	12. MODIFICATION NO. 5
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
See Attachment B			
NET INCREASE \$ <u>0.00</u>		NET DECREASE \$ <u>0.00</u>	
DATE: September 28, 2023			TYPE NAME AND TITLE: (Contractor) David Mott- Principal, Stone Hill Contracting Co, Inc.  SIGNATURE: 
CALENDER DAYS INCREASE <u>0</u> DAYS <small>* Time TBD at a later date</small>			



**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

14. ISSUING OFFICE & PROJECT NO. PVWC/1605002-025	15. CONTRACT NO. 15-B-25	16. MODIFICATION NO. 5
17. ORIGINAL CONTRACT BID PRICE ..... \$ <u>28,500,000.00</u> TOTAL OF PREVIOUS CHANGE ORDERS ..... \$ <u>990,493.51</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>29,490,493.51</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:  See Attachment C		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:  N/A		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :  The prices proposed are a fair and reasonable cost to complete the work outlined in change order #5.		
DATE: 10/2/23	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Russell Ford, Vice- President Jacobs	SIGNATURE: 

**Attachment A  
 (DESCRIPTION OF CHANGE)**

**Issuing Office:** Passaic Valley Water Commission  
**Project Number:** 1605002-025  
**Modification No.:** 5

**Box No. 8: DESCRIPTION OF CHANGE:** *Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:*

See Item No. 18 of this Change Order for a description of the requested additional work. As a result of the above, the contract price is revised as follows:

Item No.	Item Description	Unit Price	Estimated Quantity	Total Cost
1	Transformer 95TR1 & 95TR2 - Surge Arresters	\$34,566.19	1 Lump Sum	\$34,566.19
2	Electrical Substation Fencing	\$5,879.67	1 Lump Sum	\$5,879.67
3	Additional SCADA I/O Points	\$4,095.00	1 Lump Sum	\$4,095.00
4	T1 Electrical Ductbank (MH-5B to MH-4)	\$38,635.93	1 Lump Sum	\$38,635.93
5	Additional Infrared Scans at the Existing Electrical Substation	\$41,756.40	1 Lump Sum	\$41,756.40
6	Temporary Cabling from OCB to T1	\$26,124.00	1 Lump Sum	\$26,124.00
7	Sidewalk and Curb Modifications	\$7,956.00	1 Lump Sum	\$7,956.00
8	PCB Transformer Oil Disposal	\$3,018.00	1 Lump Sum	\$3,018.00
9	Concrete Wall Extension at SF-1	\$6,295.49	1 Lump Sum	\$6,295.49
10	HVAC Control Panel Modifications	\$1,684.00	1 Lump Sum	\$1,684.00
11	<b>(Credit) U4b - Add'l. 2/0 Aluminum Cable</b>	<b>(\$170,010.68)</b>	1 Lump Sum	<b>(\$170,010.68)</b>
	<b>Total:</b>			<b>\$0.00</b>

**Attachment B**  
**(CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE)**

**Issuing Office:** Passaic Valley Water Commission  
**Project Number:** 1605002-025  
**Modification No.:** 5

Box No. 13: CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)

The items for contract addition are offset by credits as described below. Referenced items are provided as attachments.

- 1) Transformer 95TR1 & 95TR2 - Surge Arresters
  - i) Jacobs RFP No. 15 – dated August 11, 2022
  - ii) Stone Hill Contracting's Cost Proposal dated May 25, 2023
  - iii) Jacobs WCD No.15 – dated July 22, 2022
  - iv) The contract increase for this line item shall be \$34,566.19
- 2) Electrical Substation Fencing
  - i) Jacobs RFP No. 13 – dated February 10, 2022
  - ii) Stone Hill Contracting's Cost Proposal dated June 12, 2023
  - iii) Jacobs WCD No.14 – dated May 23, 2023
  - iv) The contract increase for this line item shall be \$5,879.67
- 3) Additional SCADA I/O Points
  - i) Jacobs RFP No. 16 – dated February 24, 2023
  - ii) Stone Hill Contracting's Cost Proposal dated March 31, 2023
  - iii) Jacobs WCD No.17 – dated July 14, 2023
  - iv) The contract increase for this line item shall be \$4,095.00

**Attachment B**  
**(CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE)**

- 4) T1 Electrical Ductbank (MH-5B to MH-4)
  - i) Jacobs RFP No. 14 – dated April 27, 2022
  - ii) Stone Hill Contracting's Cost Proposal dated March 20, 2023
  - iii) Stone Hill Contracting's Cost Proposal (Electrical & Paving) dated August 21, 2023
  - iv) Jacobs WCD No. 16 – dated August 12, 2022
  - v) The contract increase for this line item shall be \$38,635.93
- 5) Additional Infrared Scans at the Existing Electrical Substation
  - i) Stone Hill Contracting's Cost Proposal dated – September 7, 2023
  - ii) PVWC email dated March 30, 2022
  - iii) Contractor's Infrared Scan Invoices with Reports
  - iv) The contract increase for this line item shall be \$41,756.40
- 6) Temporary Cabling from OCB to T1
  - i) Stone Hill Contracting's Cost Proposal dated – September 7, 2023
  - ii) The contract increase for this line item shall be \$26,124.00
- 7) Sidewalk and Curb Modifications
  - i) Jacobs WCD No. 10 – dated November 4, 2020
  - ii) Stone Hill Contracting's Cost Proposal dated – November 3, 2020
  - iii) The contract increase for this line item shall be \$7,956.00
- 8) PCB Transformer Oil Disposal
  - i) Jacobs WCD No. 9 – dated July 15, 2020
  - ii) Stone Hill Contracting's Cost Proposal dated – June 9, 2020
  - iii) The contract increase for this line item shall be \$3,018.00

**Attachment B**  
**(CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE)**

- 9) Concrete Wall Extension at SF-1
- i) Jacobs RFI No. 104 – dated April 20, 2021
  - ii) Jacobs RFI No. 86 – dated April 22, 2022
  - iii) Correspondance of Approval of RFI No. 86
  - iv) Stone Hill Contracting's Cost Proposal dated – September 13, 2023
  - v) The contract increase for this line item shall be \$6,295.49
- 10) HVAC Control Panel Modifications
- i) Jacobs WCD No. 8 – dated July 15, 2020
  - ii) Stone Hill Contracting's Cost Proposal dated – July 7, 2020
  - iii) The contract increase for this line item shall be \$1,684.00
- 11) (Credit) U4b - Add'l. 2/0 Aluminum Conductor
- i) A credit of the contract for (\$170,010.68)

**Attachment C**  
**(NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS)**

**Issuing Office:** Passaic Valley Water Commission  
**Project Number:** 1605002-025  
**Modification No.:** 5

**Box No. 18: Necessity for Change and Reason for Omission from Plans and Specifications**

1. The previously installed surge arresters within the 95TR1 and 95TR2 High Voltage cabinet were submitted under shop drawing 26 12 02A-001B which was reviewed and approved. This submittal identified the installation of an HV STATION CLASS ARRESTER, POLYMER, 27kV, 22kV MCOV based on the contract specifications (26 12 02A). After the lightning strike of the 95TR1 transformer, it was observed that the surge arrester did not conform to the PSE&G PEPP Manual (Section 14). Higher rated surge arresters are needed to conform with the PEPP Manual criteria if surge arresters are installed. The new surge arresters identified in RFP No. 15 and WCD No. 15 meet the criteria identified in the PSE&G PEPP Manual. Installation of the higher rated surge arresters will aide in better protection of the equipment.
2. The existing outdoor substation demolition plan (10-E-101) identifies the demolition of the existing 26KV switchgear facility. However, the contract drawings do not indicate the installation of new fencing to enclose the area after removal of the existing 26KV Switchgear. Therefore, to maintain a safe working environment and security within the high voltage electrical substation, the newly installed fence will provide the necessary safety to restrict access.
3. PVWC requested the incorporation of additional available Kohler System I/O points in the existing SCADA System.
4. On March 18, 2022, PSE&G conducted their first manhole inspection to verify the existing conduit size between PSE&G MH-5 and PSE&G MH-4. At that time it was determined the existing electrical ductbank is a 4-inch conduit. Installation of the approved 35KV conductor wiring does not meet the NEC conduit fill requirements in a 4-inch conduit. An alternative multiconductor wire has been proposed that satisfies the conduit fill requirements in a 4-inch conduit; however, the lead time is 24 weeks and minimum order of 3500 feet. In order to avoid this schedule delay, and enable installation of the approved 35KV conductor wire, a new 5-inch conduit is needed.
5. On March 30, 2022, PVWC requested the Contractor to perform infrared scans of the new temporary connection between the OCB and the primary side of the Roadside Transformer in order to mitigate a potential cable fault which could impact plant operations. The infrared inspection scans of the temporary connection were requested to be conducted each week and shall stop when the temporary connection is removed. The temporary connection between the OCB and the primary side of the Roadside Transformer were removed on May 15, 2023.

**Attachment C**  
**(NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS)**

6. PVWC and the Contractor agreed to furnish and install temporary cabling within the existing electrical substation between the existing OCB and transformer T1. The scope of work was reviewed and approved by PVWC and Jacobs. It was agreed between PVWC and the Contractor for the installation costs to be split 50/50.
7. RFI No. 91 was issued to clarify the elevations of the sidewalk along the north side of the generator building (DWG: 10-C-212). Based on the elevations provided in the original contract drawings, the intention was to provide a sidewalk around the building to match the FFE = 184.50' and then slope away from the building at 1%; however, the elevations provided indicated a 2" difference from the generator building floor and the sidewalk elevation. The elevations were modified at the outer section of the sidewalk, a concrete curb between the sidewalk and the parking area was added, and a ramp at the east side of the building was added. DWG: 10-C-212 was modified to reflect the changes.
8. The three (3) existing transformers within the existing electrical substation were to be tested and repaired per the contract. During the transform testing the existing transformer oil was tested/sampled. Testing indicated elevated levels of PCBs. Therefore, the oil was removed and disposed at a regulated disposal facility.
9. RFI No. 104 was issued pertaining to the stormwater filter (SF-1) location which does not align with the curbing at the south access roadway; as the stormwater filter box was relocated further south due to existing electrical conduits that were behind the existing curb. The proximity of the stormwater filter box to the existing influent channel of the screen building creates a sloping grade that will not support the installation of the curb to align with the inlet. Some method of retaining soil to an elevation where the soil can support the curb or act as the curb in this sloped area is required if rainwater is to be directed into the inlet. The contractor was directed to build a concrete cantilever retaining wall with a footing and wall thickness of 8" and coordinate dimensions in the field and provide sufficient clearance for access to stormwater filter manhole cover as a result from the response in RFI No. 86.
10. Per WCD No. 8 and as indicated in Submittal 23-09-00-001D (Instrumentation and Control for HVAC Resubmittal) for Review Comments No. 33 and No. 35, additional labor and materials were required to provide the HVAC Control Panels an alternate control sequence in accordance with review comments. The monitoring of the auto position of the generators was not part of the original sequence of operations, or previous submittal comments; therefore, additional wiring, relays, terminal block, and push to test LED lights are required to alter the panel.
11. Change (**Credit**) to the Contract Work to credit back to the contract \$170,010.68 of unused Unit Price Allowance funds for the – Add'l. 2/0 Aluminum Conductor in Unit Price Item U4b - Add'l. 2/0 Aluminum Conductor (15,000 LF @ \$39.00/LF). This Unit Price Allowance item will not be fully used. This is a **(\$170,010.68) credit** to the contract.

**RESOLUTION NUMBER: 23-148**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION FOR MEMBER PARTICIPATION IN THE NORTH JERSEY  
WASTEWATER COOPERATIVE PRICING SYSTEM**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGOR SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, the Passaic Valley Sewerage Commission ("PVSC") of New Jersey, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System known as the North Jersey Wastewater Cooperative Pricing System "NJCWPCS", for the purchase of goods and services; and

**WHEREAS**, the Passaic Valley Water Commission desires to become a member of the NJWCPS, effective October 25, 2023 and, that such membership shall be for the period ending November 23, 2024, and each renewal thereafter of the system, unless PVWC elects to formally withdraw from the system; and

**WHEREAS**, the NJWCPS Agreement is attached hereto as **Exhibit A**.

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

1. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Board President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and
2. The Lead Agency, "NJCWPCS" shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey; and
3. That than 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
4. This resolution shall take effect immediately upon passage.





---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

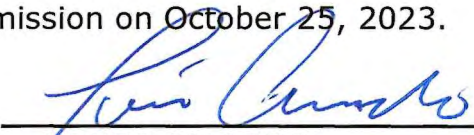
  
\_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**

AGREEMENT  
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

**PARTICIPANTS:**

This agreement made and entered into this    day of            by  
and between the Passaic Valley Sewerage Commission (hereinafter referred to  
as "PVSC") and the  
a governmental corporation of the State of New Jersey or Public Agency  
located at  
(hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

**LEGAL AUTHORITY:**

WHEREAS, N.J.S. 40A:11-11 (5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing System and Agreement for the purchase of work, materials and supplies; and

**WORK TO BE PERFORMED:**

WHEREAS, the Passaic Valley Sewerage Commission will conduct a Cooperative Pricing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the PVSC; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the PVSC wishes to operate the **North Jersey Wastewater Cooperative Pricing System** (hereinafter referred to as the NJWCPS) with the Bergen County Utilities Authority (BCUA), the Joint Meeting of Essex and Union Counties (JMEUC), the Pequannock, Lincoln Park, and Fairfield Sewerage Authority- Two Bridges (TBSA), the Northwest Bergen County Utilities Authority, the Rahway Valley Sewerage Authority, the Town of Morristown, the Township of Wayne, the City of Asbury Park, the Linden Roselle Sewerage Authority, the Sussex County Municipal Utilities Authority, the Township of Mine Hill, the Musconetcong Sewerage Authority, the Borough of Fair Lawn, the Township of Morris, the Village of Ridgewood, the Rockaway Valley Sewerage Authority, the Atlantic County Utilities Authority, the Township of Wall, the Township of Readington, the Borough of South Plainfield, the Borough of Lodi, the Borough of Madison, the Secaucus Municipal Utilities Authority, the Two Rivers Water Reclamation Authority, the Borough of Point Pleasant, the Township of Branchburg, the Township of Parsippany-Troy Hills, the Township of Springfield, the Township of Neptune, the Township of Verona, the Borough of Lindenwood, the North Bergen Utilities Authority, the Bayshore Regional Sewerage Authority, the Lacey Municipal Utilities Authority, the Cape May County Municipal Utilities Authority, the Bernards Township Sewerage Authority, the South Monmouth Regional Sewerage Authority, the East Windsor Utilities Authority, the Borough of Stone Harbor, the Borough of Bloomingdale, the Township of Livingston, the Township of Roxbury, the Township of Freehold, the Southeast Morris County Utilities Authority, the Township of Montville, the Manasquan River Regional Sewerage Authority, the Cumberland Co. Utilities Authority, the Borough of Old Tappan, the Readington Lebanon Sewerage Authority, the Borough of Glen Rock, the Warren Township Sewerage Authority, the Borough of Highlands, the Township of Denville, the Logan Township Municipal Utilities Authority, City of South Amboy, Township of Nutley, Lambertville Municipal Utilities Authority, Camden County Municipal Utilities Authority, Western Monmouth Utilities Authority, Borough of Spotswood, Kearny Municipal Utilities Authority, Borough of Totowa, Township of Cranford, East Orange Water Commission, Township of Aberdeen, Woodbridge Township, Hackettstown Municipal Utilities Authority, Township of Bridgewater, Township of Rockaway, Borough of Wildwood Crest, Borough of Tinton Falls, Township of Piscataway,

Borough of Elmwood Park, County of Passaic, Township of Randolph, Township of Middletown, Township of Edison, Township of Hillside, Township of Neptune Sewerage Authority, Borough of Milltown, Egg Harbor Twp. Municipal Utilities Authority, Landis Sewerage Authority, Cinnaminson Sewerage Authority, Township of South Orange Village, Stony Brook Regional Sewerage Authority, Borough of Alpha, Pennsauken Sewerage Authority, Raritan Township Municipal Utilities Authority, Borough of Peapack and Gladstone, Township of Bedminster, Borough of Franklin, Dover Township, Franklin Township Sewerage Authority, Franklin Township Sewerage Authority, Borough of Sea Bright, Township of Hamilton, Borough of Bernardsville, Wanaque Valley Regional Sewerage Authority, Borough of Pennington, Lakewood Township Sewerage Authority, Byram Township, Township of Pemberton, Borough of Avon by the Sea, Township of Florence, Hanover Park Regional High School District, City of Somers Point, Township of Cedar Grove, Borough of New Providence, Township of Tewksbury, Clinton Township Sewerage Authority, City of Summit, Old Bridge Municipal Utilities Authority, Willingboro Municipal Utilities Authority, City of Wildwood, Borough of Newfield, Borough of Rockaway, Montville Township Board of Education, Borough of Wenonah, Rockaway Township Board of Education, Brick Township Municipal Utilities Authority, Township of Montclair, Township of Clark, Borough of Hightstown, Borough of Manasquan, Township of West Orange, North Plainfield Board of Education, County of Hudson, the Borough of Caldwell, Municipality of Princeton, Township of Monroe, Bordentown Sewerage Authority, City of Plainfield, Borough of Red Bank, Township of Allamuchy, City of Trenton, Borough of Rumson, the North Arlington-Lyndhurst Joint Meeting, the County of Essex, the Evesham Municipal Utilities Authority, the Borough of Hopatcong, the Atlantic City Municipal Utilities Authority, the Pine Hill Borough Municipal Utilities Authority, the Township of Holmdel, the Township of Berkeley Heights, the Borough of Woodcliff Lake, and the Cumberland County Improvement Authority as well as other approved and appropriate Public Agencies within New Jersey; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include Spare Parts, Instrumentation Equipment, Maintenance Chemicals, Motor Repair/Replacement, Mechanical Seals, Safety Equipment, Electrical Equipment, Laboratory Supplies, Bulk Chemicals and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the PVSC consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

**ADMINISTRATION AND OPERATION OF SYSTEM:**

2. The PVSC, on behalf of all participating contracting units, at the beginning of participating in the NJWCPS, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the participating contracting units, and
- (2) The name of the Cooperative Pricing System soliciting competitive bids or informal quotations, and
- (3) The address and telephone number of the NJWCPS, and
- (4) The State Identification Code for the Cooperative Pricing System, and

(5) The expiration date of the Cooperative Pricing Agreement.

3. The specifications shall be prepared and approved by the NJWPCS and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

4. The NJWPCS may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids. Fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the NJWPCS, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The NJWPCS will call a meeting of all Participating Contracting Units each December in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the NJWPCS in the Cooperative Pricing System.

6. In seeking bids the NJWPCS will include in the specifications two categories upon which bids are sought: (a) the NJWPCS's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Units, which total shall not be exceeded in the aggregate by more than 20 percent of the total cost awarded for that Category. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the NJWPCS and other Participating Contracting Units).

The provision with respect to the other contracting units category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.

7. The NJWPCS shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the NJWPCS shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the NJWPCS entering into a master contract with the successful bidder(s)

8. The NJWPCS shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating

Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the NJWCPS so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units. The NJWCPS shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units all bids shall be rejected and no further bids will be sought by the NJWCPS on behalf of the Participating Contracting Units.

10. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.

11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the NJWCPS is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.

12. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.

13. The NJWCPS reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

**ADMINISTRATIVE COSTS:**

14. The PVSC shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

**DURATION AND TERMINATION:**

15. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior to the succeeding four (4) years. The NJWCPS may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-17.6, as may be amended.

16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the PVSC or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the NJWCPS upon written notice to the Participating

Contracting Unit and without recourse against the NJWCPS for any reason or if continuance of the within system becomes unlawful for any reason.

**DOCUMENTATION:**

17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the NJWCPS for purposes identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

**PASSAIC VALLEY SEWERAGE COMMISSION**

BY: \_\_\_\_\_  
GREGORY A. TRAMONTOZZI  
EXECUTIVE DIRECTOR, PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL) ATTEST BY: \_\_\_\_\_  
PASSAIC VALLEY SEWERAGE COMMISSION  
ALBERT LUKIN, CLERK

ATTEST: NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

By: \_\_\_\_\_  
Passaic Valley Sewerage Commission

Date: \_\_\_\_\_



[NAME OF AUTHORITY OR GOVERNMENT ENTITY-  
PLEASE LEAVE ON SEPARATE PAGE]

BY: \_\_\_\_\_

(Chief Administrative Officer's Signature or other Official duly authorized to sign cooperative purchasing agreements)

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

(SEAL)

ATTEST BY: \_\_\_\_\_

PRINTED NAME AND TITLE:

\_\_\_\_\_

**RESOLUTION NO. 23-149**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO PROCURE ONE CASE 621 WHEEL LOADER  
UNDER COOPERATIVE PRICING AGREEMENT ESCNJ #22/23-12**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, the Commission needs to procure one (1) CASE 621 Wheel Loader to replace a Loader that is in disrepair and beyond its useful life; and

**WHEREAS**, the Cooperative Pricing Agreement ESCNJ #22/23-12 (the "Cooperative") shall be used for the procurement of said CASE 621 Wheel Loader; and

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

**WHEREAS**, PVWC has elected to procure the above-referenced loader from GT Mid Atlantic of Vineland, New Jersey (the "Awardee") under the Cooperative, in the amount of \$215,884.00 a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Loader is hereby awarded to the Awardee as set forth hereinabove; and

2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

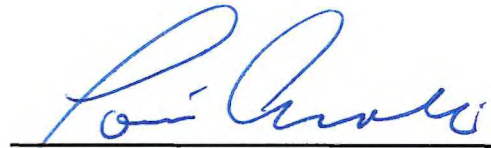
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**



VINELAND  
551 N. HARDING HWY  
VINELAND, NJ 08360  
856-697-1414

# SALES ORDER

FREEHOLD  
212 MONMOUTH RD.  
FREEHOLD, NJ 07728  
732-780-4800

TOTOWA  
200 BOMONT PLACE  
TOTOWA, NJ 07512  
973-785-4900

S  
O  
L  
D  
  
T  
O

Passaic Valley Water Comm.  
1525 Main Ave  
Clifton NJ 07011

TERMS:  CASH  FINANCE

FINANCE CO: \_\_\_\_\_ RATE \_\_\_\_\_ TERM Net 30

SPECIAL FINANCING TERMS: **Municipal**

REQ. DELIVERY DATE:  CUSTOMER PICKUP  DEALER DELIVERY

SOLD BY Rob Carcione

Date 10/3/2023 Account Number \_\_\_\_\_ County Passaic Contact Person Mike Marotta Phone 973-237-2028 Customer P.O. # \_\_\_\_\_

QTY	N- NEW U- USED R- RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1	New	Case	621G	TRD	TRD	\$217,476.00
		ESCNJ	32%	CONTRACT ESCNJ #22/23-12		(\$101,592.00)

**<SPECIAL INSTRUCTIONS>**  
NEW CASE 621G T4F WHEFI LOADER  
4 SPEED TRANSMISSION, LIM SLIP DIRTS, COOLING SYSTEM w REVERSING FAN, HEATED AIR SEAT W HEADREST, SOUND SUPPRESSION PKG, CONVENIENCE PKG, RIGHT & LEFT HEATED MIRRORS, LED LIGHT PKG, REAR VIEW CAMERA, STAND HYD STEERING, JOYSTICK w 1 AUX FUNC, STAND FENDERS LH/RH STEPS, 20.5R25 L3 RADIAL TIRES (3 PC RIM), CNH(JRB) COUPLER, 3.0CYD BKT, EJECTOR TYPE PRECLEANER, COLD WEATHER PKG, RIDE CONTROL, SKID PLATE/TRANS GUARD

**TRADE-INS** Purchaser hereby bargains, sells and conveys unto Seller the following described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interests except to the extent below:

YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT	
				\$0.00	1. SALE PRICE \$215,884.00
					2. FREIGHT \$0.00
					3. SUBTOTAL \$215,884.00
					4. LESS TRADE \$0.00
					5. RENTS PAID
					6. ADJUSTED PRICE \$215,884.00
					7. SALES TAX 0.000% \$0.00
					8. FED EXCISE TAX
					9. DOC. FEES \$0.00
					9. TOTAL COST \$215,884.00
					10. CASH DOWN PAYMENT
					11. BALANCE DUE (PURCHASE) \$215,884.00
					12. OUTSTANDING BAL. OF TRADE \$0.00
					13. TOTAL UNPAID BALANCE \$215,884.00

CASE PRO CARE: 3YR/3000 PREM WTY, 3YR/2000 MACHINE MAINTENANCE, 3YR SITEWATCH

**WARRANTIES:**  
 NEW (mfg) \_\_\_\_\_  USED-AS IS: No warranty expressed or implied  
 OTHER: Terms & Conditions

"ALL WARRANTIES, IF ANY BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIR WARRANTIES, NOT THE DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER AND ON ALL USED PRODUCTS WHICH ARE HEREBY SOLD "AS IS- NOT EXPRESSLY WARRANTIED OR GUARANTEED". ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT WILL BE MADE AT THE GROFF TRACTOR NEW JERSEY, LLC SERVICE FACILITY. THE CUSTOMER IS RESPONSIBLE FOR ALL HAULING CHARGES TO AND FROM THE GROFF FACILITY.

1. Read this contract before you sign it.  
 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.  
**NOTICE TO BUYER**  
 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.  
 4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.  
 5. Seller retains a security interest in the purchased goods until the price is fully paid.

Accepted for GROFF TRACTOR MID ATLANTIC, LLC

BY: \_\_\_\_\_  
Gross Tractor Mid Atlantic Signature Title Date

Purchased by: \_\_\_\_\_  
Company Name

X: \_\_\_\_\_  
Purchaser Signature Title Date

IT IS UNDERSTOOD THAT PAGE 1 & PAGE 2 ARE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ORIGINAL

**Groff Tractor Mid Atlantic, LLC  
Terms and Conditions**

**1. PRICES:** All Prices quoted herein are exclusive on and City, State or Federal taxes on manufacture, sales, use and the like. Whenever applicable, the buyer shall be solely responsible for payment thereof.

**2. PAYMENT:** Payments shall become due in accordance with the terms hereof. Finance charges are subject to rate approval by financial institutions. The terms of sale are subject to credit approval and seller may, at any time prior to delivery, modify the terms of payment originally specified to assure prompt payment for the equipment ordered.

**3. SECURITY INTEREST:** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by buyer. Buyer agrees to sign and deliver to seller any additional security agreement required by seller. Buyer hereby appoints seller as buyer's agent to sign and cause to be filed on behalf of buyer any and all financing statements deemed necessary by seller to perfect the security interest granted by buyer to seller hereunder.

**4. WARRANTY:** Seller warrants each new product within the time period or hourly limitation established by the manufacturer thereof. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at seller's option, any part or component which under normal and proper use and maintenance proves defective in material or workmanship.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM. USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

FURTHER, THERE ARE NO ORAL OR WRITTEN PROMISES, TERMS, CONDITIONS, REPRESENTATIVES OF QUALITY OR FITNESS FOR ANY PURPOSE OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THESE PRODUCTS, OTHER THAN THOSE CONTAINED HEREIN IN WRITING, IF ANY.

BUYER AGREES TO INDEMNIFY AND HOLD TO SELLER HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE USE OF SAID MACHINERY.

**5. DEFAULT AND REPOSESSION:** If buyer shall default in the performance of any of the terms, covenants and conditions of this Agreement, seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Buyer agrees to pay attorney's fees in the amount of twenty percent (20%) of the amount due and payable, together with any other expenses incurred. Buyer shall be responsible for any expenses incurred by seller or its agents repossessing any item of equipment.

**6. DELAYS:** Seller may not be liable for loss or damage due to delay in delivery, resulting from any cause beyond seller's reasonable control including, but not limited to, acts of God, acts of omissions of the buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargos, war, riot or delay in transportation.

**7. INSURANCE:** The buyer shall at his own expense, but in the name for and in the benefit of the seller, insure said equipment against loss that may occur or be caused by fire, flood, explosion, theft or otherwise and liability of any and every kind until the selling price is paid in full by the buyer.

**8. CANCELLATION:** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by the seller against any loss resulting there from.

\_\_\_\_\_  
INITIALS

**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: **GT Mid Atlantic  
Vineland, NJ**

Amount of Project or Contract: \$215,884.00

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

Specific Appropriation to which expenditures will be charged: Capital Budget 2023/2024

Other comments: Single Purchase: Distribution  
One (1) CASE 621 Wheel Loader -Cooperative Pricing Agreement

Date of Certification: October 25, 2023      Certified: \$215,884.00

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb



**RESOLUTION NO. 23-150**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO PROCURE TWO LIFTS FOR CLIFTON GARAGE UNDER  
THE NEW JERSEY STATE CONTRACT NO. 22-FLEET-01984**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGOR SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, the Commission needs to procure two (2) Lifts for Bays 1 and 2 of the Clifton Garage to replace the existing lifts that are obsolete, in disrepair and in danger of failing; and

**WHEREAS**, the New Jersey State Contract No. 22-FLEET-01984 (the "NJ State Contract") shall be used for the procurement of said Lifts; and

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

**WHEREAS**, PVWC has elected to procure the above-referenced Lifts from Hoffman Services, Inc. in Newark, New Jersey (the "Awardee") under the NJ State Contract, in the amount of \$388,067.25 a copy of the quotations for the lifts are attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Lifts is hereby awarded to the Awardee as set forth hereinabove; and

2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

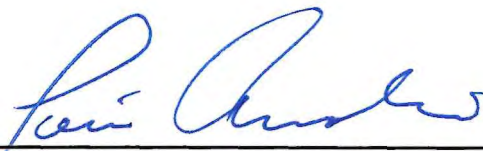
  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**



Hoffman Services Inc.  
 55-57 East Bigelow Street  
 Newark, NJ 07114

Estimate

Date 9/14/2023  
 Estimate # 9721

Name / Address

Passaic Valley Water Commission  
 Admin/General  
 1525 Main Ave  
 Clifton NJ 07011

P.O. #

Description	Qty	Rate	Total
NJ State Contract # 22-FLEET-01984 Contract Holder - Stertil-Koni USA Tax ID # is 52-2010741 200 Log Canoe Circle Stevensville, MD 21666 PO Issued too: Stertil-Koni USA c/o Hoffman Services Inc, Exclusive Representative			
Bay 2 - Provide all Labor and Materials to Demo Existing Mohawk Lift Provide all Labor and Materials to Install New Stertil-Koni Diamond 64-13 Inground Lift. (8 men) *Excavation depth approximate 75" sloped.	500	122.45	61,225.00T
Equipment Package Stertil-Koni Diamond 64-13 - 64,000 lb capacity, 13" Travel (156"), Includes Cassettes School Bus / Truck Adapters Package	1	146,736.00	146,736.00T
Adapter Stand - 89010101	1	1,697.00	1,697.00T
ESTIMATE - Thank you for doing business with us!		Subtotal	
		Sales Tax (0.0%)	
		Total	

**Hoffman Services Inc.**  
 Lauren@HoffmanServices.com  
 www.HoffmanServices.com

973-242-6666  
 973-242-0138



Hoffman Services Inc.  
 55-57 East Bigelow Street  
 Newark, NJ 07114

Estimate

Date 9/14/2023  
 Estimate # 9721

Name / Address

Passaic Valley Water Commission  
 Admin/General  
 1525 Main Ave  
 Clifton NJ 07011

P.O. #

Description	Qty	Rate	Total
- Optional - Automatic Wheelbase Positioning AWBP - 79900001	1	3,683.00	3,683.00T
- Optional - Detachable Wired Remote, 35' cable	1	5,082.00	5,082.00T
*All Soils would be stockpiled for the PVWC to dispose of. *Any Ground Water Disposal will be responsibility of the PVWC *PVWC to Provide 3 phase 230/460v Service and Air to Column for Control System			
Open List Concrete, Backfill, Rebar, Materials - Concrete Pumper	1	10,000.00	10,000.00T
Leadtime 8 Months			
Warranty: 2 Year Parts & Labor			
ESTIMATE - Thank you for doing business with us!		Subtotal	\$228,423.00
		Sales Tax (0.0%)	\$0.00
		Total	\$228,423.00

**Hoffman Services Inc.**  
 Lauren@HoffmanServices.com  
 www.HoffmanServices.com  
 Matt@hoffmanservices.com  
 Ben@hoffmanservices.com

973-242-6666  
 973-242-0138



Hoffman Services Inc.  
 55-57 East Bigelow Street  
 Newark, NJ 07114

Estimate

Date 9/14/2023  
 Estimate # 9722

Name / Address

Passaic Valley Water Commission  
 Admin/General  
 1525 Main Ave  
 Clifton NJ 07011

P.O. #

Description	Qty	Rate	Total
NJ State Contract # 22-FLEET-01984 Contract Holder - Stertil-Koni USA Tax ID # is 52-2010741 200 Log Canoe Circle Stevensville, MD 21666 PO Issued too: Stertil-Koni USA c/o Hoffman Services Inc, Exclusive Representative			
Bay 1			
Equipment Package 414.22.000 Stertil-Koni Sky Lift 200 Surface Mount (62,400 lb capacity) - 23' Runway Solid Surface, Multi Flex Approach Ramp Kit (77") - Includes Height Limiter - Includes Audible Descent Alarm - Includes Anti Skid on Runways - ALI ALCTV	1	120,060.00	120,060.00T
414.09.110 UL Approved LED Lights 30' Runway (Optional)	1	3,974.00	3,974.00T
396.16.110 JB160 Jacking Beam	1	13,013.00	13,013.00T
ESTIMATE - Look forward to doing business with you!		Subtotal	
		Sales Tax (0.0%)	
		Total	

**Hoffman Services Inc.**  
 Lauren@HoffmanServices.com  
 www.HoffmanServices.com

973-242-6666  
 973-242-0138



Hoffman Services Inc.  
 55-57 East Bigelow Street  
 Newark, NJ 07114

Estimate

Date 9/14/2023  
 Estimate # 9722

Name / Address  
 Passaic Valley Water Commission  
 Admin/General  
 1525 Main Ave  
 Clifton NJ 07011

P.O. #

Description	Qty	Rate	Total
- 35,200 lb capacity. Mechanical Locks - ALI ALCTV 396.15.025 Low Support Arms for JB	1	1,393.00	1,393.00T
Installation - Decommission Existing Inground Lift. - Pull front piston and tank and discard. Pull Rear Piston and discard. All oil left onsite. Fill Rear Pit box w/ stone cement off. Fill Front Pit w/ stone cement off. Furnish and install new Sky Lift. 3 Days, Includes Fork Truck Rental	165	122.45	20,204.25T
Leadtime 8 Months 3 Phase 230/460 Volt			
Warranty: 2 Year Parts & Labor			
Open List Materials - Stone, Cement	1	1,000.00	1,000.00T
ESTIMATE - Look forward to doing business with you!		Subtotal	\$159,644.25
		Sales Tax (0.0%)	\$0.00
		Total	\$159,644.25

**Hoffman Services Inc.**  
 Lauren@HoffmanServices.com  
 www.HoffmanServices.com  
 Matt@hoffmanservices.com  
 Ben@hoffmanservices.com

973-242-6666  
 973-242-0138

**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: **Hoffman Services, Inc.**  
**Newark, NJ**

Amount of Project or Contract: \$388,067.25

1. Acct: #- 001-0901-419-95-06 - CAPITAL/EQUIPMENT & MACHINERY

Specific Appropriation to which expenditures will be charged: Capital Budget 2023/2024

Other comments: Single Purchase: GARAGE  
(2) Lifts for Bays 1 and 2 – State Contract

Date of Certification: October 25, 2023      Certified: \$388,067.25

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

**RESOLUTION NO. 23-151**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO PROCURE FOUR (4) VANAIR UNDERDECK AIR SYSTEMS AND COMPRESSORS FOR KENWORTH T270 BOX TRUCKS UNDER COOPERATIVE PRICING AGREEMENT ESCNJ #23/24-04**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: JOSEPH KOLODZIEJ

**WHEREAS**, the Commission needs to procure four (4) Vanair Underdeck Air Systems and Compressors for the newly purchased Kenworth T270 Box Trucks that will be used by the Distribution Department to enhance their operations; and

**WHEREAS**, the Cooperative Pricing Agreement ESCNJ #23/24-04 (the "Cooperative") shall be used for the procurement of said Vanair Underdeck Air Systems and Compressors; and

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

**WHEREAS**, PVWC has elected to procure the above-referenced equipment from Cliffside Body Corporation of Fairview, New Jersey (the "Awardee") under the Cooperative, for the price of \$94,380.00; a copy of the quotation for the equipment is attached hereto as **Exhibit A**; and

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

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


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

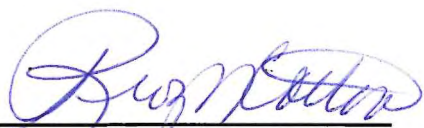
1. That the Cooperative Pricing Agreement for procurement of the above-referenced equipment is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent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

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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


  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**

**CLIFFSIDE BODY CORPORATION**

130 Broad Ave., Fairview, NJ 07022  
 Ph: 201-945-3970 Fax: 201-945-7534

QUOTE #: BK09112023A  
 9/11/2023

PREPARED BY: BILL KERWICK  
 CUSTOMER: PASSAIC VALLEY WATER COMMISSION  
 ATTN: MIKE MAROTTA

EMAIL: [mmarotta@pvwc.com](mailto:mmarotta@pvwc.com)  
 PHONE: (973) 237-2028



VANAIR UDSM UNDERDECK SYSTEM

BID #ESC NJ 23/24-04  
 NJ STATE APPROVED CO-OP #65MCESCCPS

DESCRIPTION	PRICE
<p>FURNISH &amp; INSTALL VANAIR UNDERDECK AIR SYSTEM TO KENWORTH T270 BOX TRUCKS</p> <p>1 INSTALL NEW VANAIR MODEL UDAC4, UDSM 185CFM/150 PSI UNDERDECK AIR COMPRESSOR &amp; DRIVE LINE WITH FAIL SAFE DUAL REDUNDANCY SYSTEM &amp; XERO AIR SEPERATION TANK</p> <p><u>TO INCLUDE:</u></p> <p>UDSM 185 CFM/ 150PSI COMPRESSOR w/AIR SEPERATION TANK                      MUNCIE PTO CS6B-A6705-S3BP w/V-TEC2                      DUAL PRESSURE OPTION 100/150 PSI KIT                      030527 DRIVELINE KIT                      033166 OPTICAL OIL LEVEL SENSOR (FOR V-TECHII)                      280305-120 HARNESS, EXT DISPLAY                      033167 THERMAL GUARD WEATHER PROTECTION KIT                      KIT1282-MAN 50 HOUR SERVICE KIT</p>	
<p>ALL NECESSARY HOSES/FITTINGS &amp; BRACKETS                      BALANCE DRIVE SHAFT</p>	
<p><b>* PLEASE REVIEW <u>DESCRIPTION AND TERMS BELOW</u> CAREFULLY. IF IT IS <b>NOT STATED</b>, IT IS <b>NOT INCLUDED</b> IN THE TOTAL INSTALLED PRICE *</b></p>	
<p><b>* THIS PRICE IS FIRM FOR ONLY <u>30 DAYS</u> BASED ON CURRENT STEEL/MATERIAL MARKET CONDITIONS *</b></p>	
<p>TOTAL PRICE EACH UNIT</p>	<p>\$ 23,595</p>
<p>Sales Tax (N/A)</p>	<p>\$ -</p>
<p><b>TOTAL INSTALLED PRICE (4)</b></p>	<p><b>\$ 94,380</b></p>

**CLIFFSIDE BODY CORPORATION**

130 BROAD AVENUE, FAIRVIEW NJ 07022  
 PH: 201-945-3970 FAX: 201-945-7534  
 QUOTE #: BK09112023A



DATE: 9/11/2023  
 PREPARED BY: BILL KERWICK

CUSTOMER: PASSAIC VALLEY WATER COMMISSION  
 ATTN: MIKE MAROTTA  
 PHONE: (973) 237-2028  
 EMAIL: [mmarotta@pvwc.com](mailto:mmarotta@pvwc.com)

BID #ESC NJ 23/24-04  
 NJ STATE APPROVED CO-OP #65MCESCCPS

VEHICLE: 2024 T270 KW

MFG.	PART#	DESCRIPTION	LIST PRICE	DISC.	NET PRICE
		185 CFM @ 150 PSI - For Continuous Duty Use at 100 F Plus Ambient Conditions, 200 cfm @ 150 psi	\$ 11,239.00	8%	\$ 10,339.88
VANAIR	UDAC4				
VANAIR	033166	Opt, Ultrasonic Oil Level Sensor V-TECII	\$ 308.00	8%	\$ 283.36
VANAIR	033167	Opt, ThermalGuard Weather Protection Kit	\$ 720.00	8%	\$ 662.40
VANAIR	KIT1282-MAN	Standard Service Kit, Manifold Kit, Initial 50 Hour Service Kit (Vanguard oil, oil filter)	\$ 320.00	8%	\$ 294.40
VANAIR	6160155P	PTO - Allison 1000/2000/2500 Series (right hand mount) - Muncie CS 6 Series	\$ 2,261.00	8%	\$ 2,080.12
VANAIR	030527	Driveline Kit for UDSM PTO - Standard	\$ 299.00	8%	\$ 275.08
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>FREIGHT</b>					
<b>LABOR</b>					
VANAIR	TOTAL	84 HOURS @ \$115.00/HOUR	\$ 9,660.00	0%	\$ 9,660.00
					\$ -
					\$ -
<b>UNLISTED OPTIONS</b>					
					\$ -
					\$ -
TOTAL PRICE (LIST)			\$15,147.00		
TOTAL FREIGHT			\$0.00		
TOTAL LABOR			\$9,660.00		
TOTAL UNLISTED OPTIONS			\$0.00		
TOTAL DISCOUNTS			-\$1,211.76		
TOTAL INSTALLED PRICE			<b>\$23,595.24</b>		

**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: **Cliffside Body Corporation  
Fairview, NJ**

Amount of Project or Contract: \$94,380.00

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

Specific Appropriation to which expenditures will be charged: Capital Budget 2023/2024

Other comments: Single Purchase: Distribution  
(4) Compressors and Vanair Underdeck Air System  
Cooperative Pricing Agreement

Date of Certification: October 25, 2023      Certified: \$94,380.00

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb



**RESOLUTION # 23-152**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**RESCIND PREVIOUS AWARD AND AWARD CONTRACT NO. 23-V-01**  
**ENTITLED "BRASS WATER SERVICE LINE FITTINGS"**

**DATE OF ADOPTION: OCTOBER 25, 2023**

Introduced by Commissioner: RIGO SANCHEZ

Seconded by Commissioner: JOSEPH KOŁODZIEJ

**WHEREAS**, Contract No. 23-V-01 entitled "Brass Water Service Line Fittings" was previously awarded to Atlantic Plumbing Supply of Long Branch, New Jersey at PVWC's April 26, 2023 Commission Meeting (PVWC Resolution 23-047); and

**WHEREAS**, Atlantic Plumbing Supply was unable to fulfill their obligations under this contract and was determined to be non-responsive; and

**WHEREAS**, the next lowest responsible, responsive bid submitted for this contract was that of Core and Main, LP of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, in the amount of \$768,070.00 over a period of three hundred sixty-five (365) consecutive calendar days; and

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

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

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

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

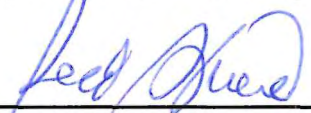
1. That Contract No. 23-V-01 "Brass Water Service Line Fittings" in the total amount set forth hereinabove in connection with the above-described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and


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 23-V-01 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
 \_\_\_\_\_  
**President**  
**GERALD FRIEND**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 25, 2023.

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

**EXHIBIT A**

TITLE: BRASS WATER SERVICE LINE FITTINGS

Contract # 23-V-01

Bid Tabulation Evaluation

Bid Opening Date: April 11, 2023 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Atlantic Water Works	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$20,000	\$605,225.80	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Core & Main	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed 10% \$20,000	\$768,070.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Capitol Supply	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed 10% \$20,000	\$973,655.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: 23-V-01  
"No Lead Brass Water Service Line Fittings"

**Core and Main, LP**

Amount of Project or Contract: \$768,070.00

1. Acct: # 001-0000-121-01-00 – INVENTORY
2. Specific Appropriation to which expenditures will be charged:  
Budget 2023/2024

Other comments: One Year Contract Commencing November 2023

Date of Certification: October 25, 2023

Certified: \$768,070.00

---

**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---