



**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION #24-EXE-3**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: MARCH 27, 2024**

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

**COMMISSIONER: SANCHEZ offers the following Resolution for adoption:**

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

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

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

1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; 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.

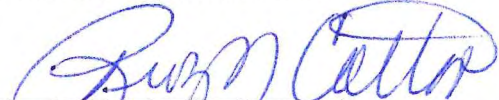
Second by COMMISSIONER: COTTON Time: 10:36 am

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

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

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

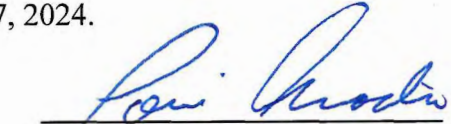
**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**



## 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 MARCH 27, 2024.

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

**RESOLUTION # 24-037**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 21-B-8  
"BITUMINOUS COLD PATCH MATERIAL"**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSALIER**

**WHEREAS**, under Contract 21-B-08 "Bituminous Cold Patch Materials" (the "Contract"), Newark Asphalt Corp. of Newark, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing March 10, 2021; and

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

**WHEREAS**, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

**WHEREAS**, a one-year contract extension was granted on March 22, 2023 as evidenced by Resolution 23-039; and

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about March 22, 2024, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

**WHEREAS,** under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

**WHEREAS,** it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning March 27, 2024, and ending on March 26, 2025; and

**WHEREAS,** the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 1-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change in the total contract amount of \$62,500.00; and

**WHEREAS,** a copy of the Vendor's correspondence (dated January 10, 2024) agreeing to a 1-year extension of the Contract (under the terms and conditions of the Contract Documents), is attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS,** PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith 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 authorizes and awards a contract extension 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

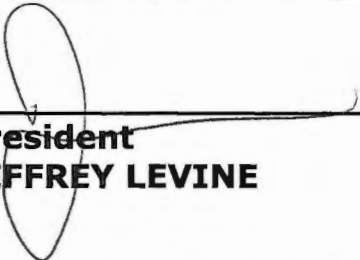
such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

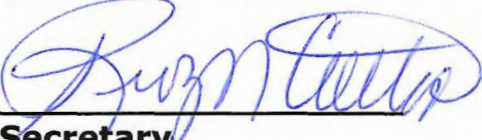
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

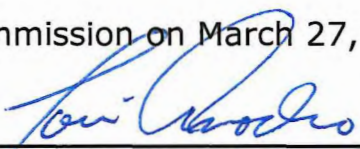
  
 \_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**EXHIBIT A**

**C O N T R A C T E X T E N S I O N**  
**WITH**  
**PASSAIC VALLEY WATER COMMISSION**  
**FOR**

**CONTRACT 21-B-8**  
**BITUMINOUS COLD PATCH MATERIALS**

**THIS AGREEMENT**, made and entered into this 27nd day of March in the year Two Thousand and Twenty-Four by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and Newark Asphalt Corp with its' principal office at Foot of Passaic St. in Newark County of Essex and State of New Jersey hereinafter designated as "Contractor".

**WITNESSETH:** That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

**ARTICLE I - Scope of the Work**

The Contractor hereby agrees to furnish all of the tools, plant, materials, equipment and labor to provide all goods and services to perform all of the Work indicated, specified, or required by the Contract Documents, or which can be reasonably inferred therefrom, all in accordance with the requirements and provisions of the Contract Documents which include the following: (a) all of the "Bidding Documents" that preceded this Contract including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of this Contract, the Procurement General Conditions, Technical Specifications, Drawings (if any), Appendices, and Addenda, (b) this signed Contract, and (c) the Contractor's Bid Submission, including but not limited to its completed Form of Proposal, representations, and other forms.

**ARTICLE II - Time of Completion and Contract Extension**

The period of the Contract shall be three hundred and sixty-five (365) consecutive calendar days commencing with the Effective Date of the Contract or as specified in the Notice to Proceed, whichever is earlier. All Work performed under this Contract shall be completed within the time periods provided for in the applicable provisions of the Contract Documents.

In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract: or to extend the Contract Time by two 1-year periods (or one 2-year period) or any combination thereof, for a total Contract duration of not more than 4 years, including extensions; all as may be mutually agreed to between the Contractor and the Commission.

The Contractor shall be required to maintain and extend all Insurance and any bonds required by the Contract Documents, and shall continue to provide Goods and Services under the extended Contract under the same terms and conditions indicated by the Contract Documents or which can be reasonably inferred therefrom.

In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Contractor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Contractor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Contractor of the duration of the extended time frame.

### **ARTICLE III – Performance Bond**

For Contracts requiring a Performance Bond, following award of the Contract, the Contractor shall attach hereto the required Performance Bond conforming to the requirements set forth in the Section of the Contract Documents entitled "Information and Instructions for Bidders".

### **ARTICLE IV - The Contract Sum**

Based on the unit prices and lump sums set forth in the Contractor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

**\$Sixty-Two Thousand Five Hundred Dollars and Zero Cents**

(\$ 62,500.00 ) (hereinafter "Contract Price").

### **ARTICLE V – No Waiver**

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Contractor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Contractor under this Contract is not a waiver of a breach of any other covenant or duty of the Contractor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Contractor, even when the Commission is aware that the Contractor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not



to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

#### **ARTICLE VI - Additional Provisions**

*Severability.* If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

*No Assignment.* Contractor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

*Applicable Law & Venue.* This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

*Special Limitation on Certain Remedies.* Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Contractor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year as first written above.

**Attest:**

**Passaic Valley Water Commission**

\_\_\_\_\_  
**PVWC - Secretary**

\_\_\_\_\_  
**(Witness)**

\_\_\_\_\_  
**(President)**

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

**Attest:**

**Newark Asphalt Corporation**

\_\_\_\_\_  
**(Witness)**

\_\_\_\_\_  
**(Contractor)**

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

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: Contract Extension  
21-B-08 Bituminous Cold Patch Materials  
Newark Asphalt Corp.

Amount of Project or Contract:

\$62,500.00– Project No. 21-B-08

1. Acct: # 001-3002-424-43-02  
R & M/Resurface
2. Specific Appropriation to which expenditures will be charged:  
Budget 2024/2025

Other comments: One Year Commencing in March 2024

Date of Certification: March 27, 2024

Amount Certified: \$62,500.00

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 24-038**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 23-V-13  
"FURNISH AND DELIVER FERRIC SULFATE"**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSALIER**

**WHEREAS**, under Contract 23-V-13 "Furnish and Deliver Ferric Sulfate" (the "Contract"), Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Contractor") provided, and continues to provide, goods and services under this 1-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing April 26, 2023, under Resolution No. 23-051; and

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

**WHEREAS**, pursuant to the LPCL, this 1-year contract, which is otherwise scheduled to end on April 25, 2024, includes a provision whereby PVWC may elect to extend the contract time up to an additional two years, for a total contract duration of not more than five (5) years, including extensions, with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

**WHEREAS**, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the contract and made a part hereof as **Exhibit A**; 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.

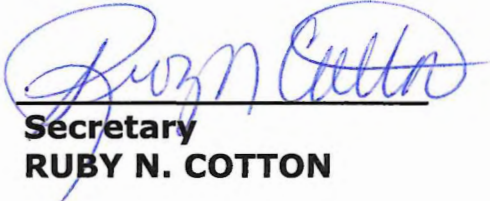
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

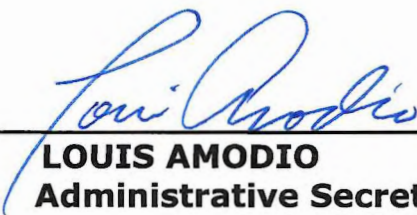
  
 \_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**EXHIBIT A**

**Bresemann, Lisa**

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**From:** Sandy Wells <swells@polydyneinc.com>  
**Sent:** Tuesday, January 9, 2024 10:57 AM  
**To:** Bresemann, Lisa  
**Cc:** Frank Capoccia; Tim Terry; Rebecca Beasley; Randal Vickery; Pam McDermitt; Peggy Locke; Tatiana Kelso  
**Subject:** RE: Contract 23-V-12 - Flocculation Aid Dry Polymner

Good morning,

Polydyne Inc. is pleased to accept an extension of the current contract with the Commission for an additional year, maintaining the existing pricing. We appreciate your ongoing business and the enduring partnership.

Should you require further assistance, please do not hesitate to reach out to me.

Best regards,

**Sandy Wells**  
Sr. Bid Specialist



Polydyne Inc.  
1 Chemical Plant Road  
Riceboro, GA 31323

Office: 912.880.2089  
Main: 800.848.7659  
[swells@snf.com](mailto:swells@snf.com)  
[Polydyne.snf.com](http://Polydyne.snf.com)

**From:** Bresemann, Lisa <lbresemann@PVWC.com>  
**Sent:** Monday, January 8, 2024 6:36 PM  
**To:** Sandy Wells <swells@polydyneinc.com>  
**Subject:** Contract 23-V-12 - Flocculation Aid Dry Polymner

Sandy,

Please be advised that the above-referenced contract is due to expire in April. Would Polydyne be interested in extending this contract for a one-year period?

Regards,

*Lisa Bresemann*  
**Purchasing Agent**  
**Passaic Valley Water Commission**  
[lbresemann@pvwc.com](mailto:lbresemann@pvwc.com)  
p: 973.340.4315  
f. 973.340.4314



"Great things in business are never done by one person. They're done by a team of people." – Steve Jobs



**EXHIBIT B**

**CONTRACT EXTENSION**  
**WITH**  
**PASSAIC VALLEY WATER COMMISSION**  
**FOR**

**CONTRACT 23-V-13**  
**FURNISH AND DELIVER LIQUID FERRIC SULFATE**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_ by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and Kemira Water Solutions, Inc., with its' principal office at 4321 W. 6<sup>th</sup> Street, in City of Lawrence, County of Douglas, and State of Kansas, hereinafter designated as "Vendor".

**WITNESSETH:** That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

**ARTICLE I - Scope of the Work**

The Vendor hereby agrees to perform all of the Work indicated, specified, or required by the Contract, or which can be reasonably inferred therefrom, all in accordance with the requirements and provisions of the Contract which include the following: (a) all of the "Bidding Documents" that preceded this Contract including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of this Contract, the Procurement General Conditions, Technical Specifications, Drawings (if any), Appendices, and Addenda, (b) this signed Contract, and (c) the Vendor's Bid Submission, including but not limited to its completed Form of Proposal, representations, and other forms.

**ARTICLE II - Time of Completion and Contract Extension**

The period of the Contract shall be three hundred and sixty-five (365) consecutive calendar days commencing upon the date of the issuance of the executed contract. All Work performed under this Contract shall be completed within the time periods provided for in the applicable provisions of the Contract Documents.

In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract: or to extend the Contract Time by two 1-year periods (or one 2-year period) or any combination thereof, for a total Contract duration of not more than 4 years, including extensions; all as may be mutually agreed to between the Contractor and the Commission.

The Vendor shall be required to maintain and extend as needed all Insurance required to be procured by the Vendor pursuant to the Contract Documents throughout the duration of the Contract.

In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Vendor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Vendor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Vendor of the duration of the extended time frame.

**ARTICLE III – OMITTED**

**ARTICLE IV - The Contract Sum**

Based on the unit prices and lump sums set forth in the Vendor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

Five Million One Hundred Thousand Forty-Eight Dollars and Zero Cents

(\$5,148,000.00) (hereinafter "Contract Price").

**ARTICLE V – No Waiver**

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Vendor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Vendor under this Contract is not a waiver of a breach of any other covenant or duty of the Vendor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Vendor, even when the Commission is aware that the Vendor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

**ARTICLE VI - Additional Provisions**

*Severability.* If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the

provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

*No Assignment.* Vendor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

*Applicable Law & Venue.* This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

*Special Limitation on Certain Remedies.* Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Vendor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for Vendor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year as first written above.

**Passaic Valley Water Commission**

\_\_\_\_\_  
**President**

Attest:

\_\_\_\_\_  
**PVWC - Secretary**

\_\_\_\_\_  
**(Witness)**

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

**Kemira Water Solutions, Inc.**

\_\_\_\_\_  
**(Vendor)**

Attest:

\_\_\_\_\_  
**(Witness)**

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

**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 Extension – 23-V-13  
Furnish and Deliver Ferric Sulfate  
Kemira Water Solutions, Inc.

Amount of Project or Contract:

\$5,148,000.00– Contract 23-V-13

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

Other comments: One Year Commencing in March 2024

Date of Certification: March 27, 2024

Amount Certified: \$5,148,000.00

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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION # 24-039**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO PROCURE RENEWAL OF MAINTENANCE  
CONTRACT FOR PVWC'S PHONE/IVR SYSTEM  
AND UPGRADES UNDER STATE CONTRACT #T1316 11-X-21415**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSA LIER**

**WHEREAS**, under the current New Jersey State Contract T1316 11-x-21415 (herein the "State Contract") PVWC requires renewal of its current contract with NEC Corporation of America for continued maintenance of PVWC's phone/IVR system; and

**WHEREAS**, the previous maintenance contract with NEC Corporation of America is due for renewal by February 1, 2024 for a period of 36-months to provide PVWC with assurance of continuity of service; and

**WHEREAS**, the current system is at the end-of-life and PVWC desires to upgrade the current system under the State Contract; and

**WHEREAS**, a copy of the Director of IT memorandum dated February 12, 2024, recommending the 3-year renewal, is attached hereto as **EXHIBIT A**; and

**WHEREAS**, a copy of the Quote for 3-Year Renewal to be paid annually includes NEC Corporation of America's breakdown of applications, upgrades and related fees, for a total of \$394,006.79 is attached hereto as **EXHIBIT B**; 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**, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced



memorandums and concur with the recommendation of the IT Department; and

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

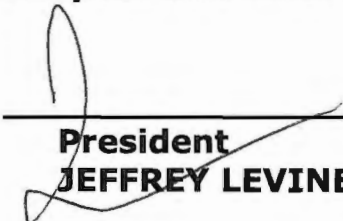
**NOW, THEREFORE, BE IT RESOLVED**, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

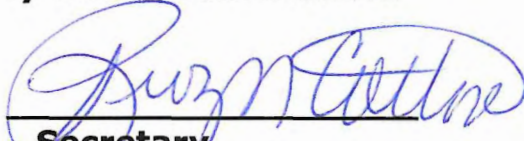
1. That PVWC hereby awards a 3-year contract for the renewal of the maintenance of PVWC's proprietary phone system to the Awardee in connection with the above-described goods and services in the total amount of \$394,006.79 and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

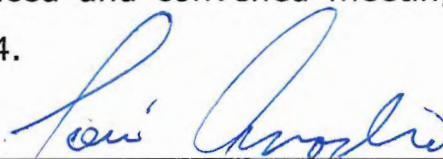
  
\_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.



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

**PASSAIC VALLEY WATER COMMISSION**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**EXHIBIT A**

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

**To:** L. Bresemann  
**From:** L. Ducheine  
**cc:** J. Mueller  
**Date:** February 12<sup>th</sup>, 2024  
**Re:** Recommendation to renew the NEC 3-year service contract + Systems upgrades

The IT Department recommends a 3-year maintenance contract with NEC corporation. The vendor will provide upgrade services for the current system.

According to the vendor provided NJ State Contract Line-Item pricing for hardware, services, and support procurement specific to upgrades the costs are:

Maintenance	Year one - 2/1/2024 to 1/31/2025	\$60,372.00
	Year two - 2/1/2025 to 1/31/2026	\$64,994.00
	Year three - 2/1/2026 to 1/31/2027	\$64,994.00
Upgrades + Migration	Onetime fee	\$83,755.85
RightFax	Onetime fee	\$23,435.79
System upgrade + Training	Onetime fee	\$96,455.15
Total =		\$394,006.79

The NEC Voice Systems SV9300 platform is at end of life, it will be migrated to the newer SV9500 Enterprise SE platform at; costing \$83,755.85. The Enghouse Interactive Contact Center (EICC) and QMS Call Recording systems are two releases behind the current version. NEC will provide upgrades to the current version for each platform; costing \$96,455.15. There is a codependency between the EICC and QMS solutions, both solutions need to be upgraded at the same time. NEC is also providing the following in addition to the upgrades:

- Deploy Post Call Survey.
- Update licensing to include 5 additional inbound Voice, 5 QMS Screen Recording and Agent Evaluation upgrade from Call recording only.
- QMS and Post Call Survey Training – 8 hours.

NEC is providing installation of RightFax Business Server Software Application License v22.2 with 2 FoIP Enabled Document Delivery Channels and MS Exchange Software Module on a new Customer provided virtual server; at a cost of \$23,435.79.

Given the customer facing nature of the NEC systems, a reliable and stable platform is a prerequisite for providing quality customer service. The IT department recommends the adoption of the proposed Maintenance/upgrade contract.

**PASSAIC VALLEY WATER COMMISSION**

**EXHIBIT B**

February 7, 2024

Lisa Bresemann  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

Customer: C240007918

Dear Ms. Bresemann:

The term of the maintenance agreement on your NEC communications equipment is due for renewal on January 31<sup>st</sup>, 2024. NEC is able to offer a three (3) year term option as part of this renewal to help maintain prices for an additional two (2) year term. The annual renewal for the Year 1 shall be **\$60,372.00** plus tax if applicable, with both Year 2 and Year 3 at **\$64,994.00**, plus tax if applicable. The total of the three (3) year term would be **\$190,360.00** plus tax. Current equipment configurations were obtained during a recent site survey.

The maintenance coverage is outlined below for each year, and subject to adjustment based on any changes in systems during the prior year. Equipment configurations will be obtained prior to each year's upcoming effective date and notification of adjustment will be provided to Passaic Valley Water Commission by NEC at least thirty (30) days prior to the next annual period.

Please accept this letter as notification of the renewal of maintenance coverage effective **February 1, 2024 through January 31, 2027 (3 Years)**. All terms and conditions of the Maintenance Support Services SOW signed and agreed to in December 2015 by both NEC and Passaic Valley Water Commission will remain in effect throughout the term of this renewal. An overview of the coverage is provided below.

An invoice for the first year annual amount will be generated upon your approval and at the start of the renewal term. NEC appreciates your business and we look forward to fulfilling your future communications needs.

Sincerely,

**Kasey Turpin** | Service Solution Specialist  
NEC Corporation of America  
Office: (214) 262-6250  
[kasey.turpin@necam.com](mailto:kasey.turpin@necam.com)

cc: [Robert.Perriello@necam.com](mailto:Robert.Perriello@necam.com)  
[Kevin.Crockett@necam.com](mailto:Kevin.Crockett@necam.com)

**New Jersey State Contract# T1316-11-x-21415**

3929 W. John Carpenter Freeway ■ Irving, TX 75063 ■ 214-262-6000 ■ [www.necam.com](http://www.necam.com)

**NEC Summary to Passaic Valley Water Commission  
Recommendation to renew the NEC 3 -year service contract and Systems upgrades  
2/8/24**

**Maintenance:**

<b>Year 1:</b>	<b>2/1/2024 to 1/31/2025</b>	<b>\$60,372.00</b>
<b>Year 2:</b>	<b>2/1/2025 to 1/31/2026</b>	<b>\$64,994.00</b>
<b>Year 3:</b>	<b>2/1/2026 to 1/31/2027</b>	<b>\$64,994.00</b>
<b>Upgrades + Migration :</b>		<b>\$83,755.85</b>
<b>RightFax</b>		<b>\$23,435.79</b>
<b>System upgrade + Training:</b>		<b>\$96,455.15</b>
		<b>Total: \$394,006.79</b>

**NEC Voice Systems: \$83,755.85**

Due to the end of life of the existing SV9300 platform, NEC is providing a migration to a new SV9500 Enterprise SE platform. The SV9500 Enterprise SE platform includes:

- 1.5U 19-inch rack high-availability Appliance Server with Intel® Core CPU
- Geographic redundancy for main CPU backup and remote site survivability
- Conversion of existing SV8300 chassis to UG50 gateways for the re-use of existing PRI and analog station interface cards.
- This project is re-using all existing station equipment.

NEC is providing an in-place software upgrade to NMC application to the latest release.

Unified Communications Enterprise (UCE)

NEC is providing a software migration upgrade of the UCE application to the latest release. The application will be installed on new Customer provided virtual servers.

**Enghouse Interactive Contact Center (EICC) and QMS Call Recording Systems: \$96,455.15**

Currently EICC and QMS are two releases behind current GA version. NEC is providing upgrades to the current GA version for each platform on new Customer provided virtual servers. There is a dependency between EICC and the QMS solutions, both solutions need to be upgraded at the same time.

NEC is also providing the following in addition to the upgrades:

- Deploy Post Call Survey.
- Update licensing to include 5 additional Inbound Voice, 5 QMS Screen Recording and Agent Evaluation uplift from Call Recording only.
- QMS and Post Call Survey Training – 8 hours

**OpenText RightFax: \$23,435.79**

NEC is providing installation of RightFax Business Server Software Application License v22.2 with two (2) FoIP Enabled Document Delivery Channels and MS Exchange Software Module on a new Customer provided virtual server.

New Jersey State Contract# T1316-11-x-21415

**Passaic Valley Water Commission  
Covered Components List and Pricing  
New Jersey State Contract# T1316-11-x-21415**

<b>YEAR ONE</b>			
<b>Covered Systems 2/1/2024-1/31/2025</b>	<b>UOM</b>	<b>QTY</b>	<b>EXTENDED PRICE/TERM</b>
Site: C242145630 - Clifton Admin Bldg	Ea	1	
NEC Maintenance	Ea	1	\$ 7,123.00
SV9300 SWA (9/17/2024-1/31/2025)	Ea	1	\$ 1,387.00
NECommand Premium - SV9300 device	Ea	1	\$ 658.00
NECommand Standard - 4 devices	Ea	1	\$ 1,744.00
XIOX Commview (3/15/2024-1/31/2025)	Ea	1	\$ 2,896.00
Enghouse	Ea	1	\$ 46,564.00
<b>Total Annual Amount</b>			<b>\$ 60,372.00</b>

<b>YEAR TWO</b>			
<b>Covered Systems 2/1/2025-1/31/2026</b>	<b>UOM</b>	<b>QTY</b>	<b>EXTENDED PRICE/TERM</b>
Site: C242145630 - Clifton Admin Bldg	Ea	1	
NEC Maintenance	Ea	1	\$ 7,123.00
SV9300 SWA	Ea	1	\$ 3,883.00
NECommand Premium - SV9300 device	Ea	1	\$ 658.00
NECommand Standard - 4 devices	Ea	1	\$ 1,744.00
XIOX Commview	Ea	1	\$ 3,159.00
Enghouse	Ea	1	\$ 48,427.00
<b>Total Annual Amount</b>			<b>\$ 64,994.00</b>

<b>YEAR THREE</b>			
<b>Covered Systems 2/1/2026-1/31/2027</b>	<b>UOM</b>	<b>QTY</b>	<b>EXTENDED PRICE/TERM</b>
Site: C242145630 - Clifton Admin Bldg	Ea	1	
NEC Maintenance	Ea	1	\$ 7,123.00
SV9300 SWA	Ea	1	\$ 3,883.00
NECommand Premium - SV9300 device	Ea	1	\$ 658.00
NECommand Standard - 4 devices	Ea	1	\$ 1,744.00
XIOX Commview	Ea	1	\$ 3,159.00
Enghouse	Ea	1	\$ 48,427.00
<b>Total Annual Amount</b>			<b>\$ 64,994.00</b>



**PASSAIC VALLEY WATER COMMISSION**

**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: Maintenance Contract  
NEC Corporation of America.

Amount of Project or Contract:

\$394,006.79

1. Acct: # 001-0901-419-95-02  
CAPITAL/Prepaid Service Contracts
2. Specific Appropriation to which expenditures will be charged:  
Capital 2024/2025/2026/2027

Other comments: Three Years Commencing in March 2024

Date of Certification: March 27, 2024

Amount Certified: \$394,006.79

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION # 24-040**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO PROCURE SERVICES TO  
MAINTAIN PVWC'S SCADA SYSTEM UNDER  
NORTH JERSEY WASTE WATER PRICING SYSTEM**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RESALIER**

**WHEREAS**, the PVWC utilizes a SCADA system to satisfy the daily requirements of PVWC's Purification Plant and remote SCADA environments; and

**WHEREAS**, the PVWC seeks to procure services to maintain this essential SCADA system; and

**WHEREAS**, North Jersey Waste Water Pricing System, Contract Number B369-11, (the "Pricing Cooperative"), as described in Quotation Numbers ST\_SQ41822, ST\_SQ41835, ST\_SQ41825, ST\_SQ41832, ST\_41834 and SQ41835, see **EXHIBIT A**, provides a company that can provide the required maintenance services for PVWC's SCADA system; 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 maintenance from Pumping Services, Inc., of Somerset, New Jersey (the "Awardee"), for the period of 1-year, under the Pricing Cooperative, in the amount of \$358,563.60, a copy of a memorandum dated March 15, 2024, from the IT Department, attached hereto 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**; and

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

**WHEREAS**, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the IT Department.

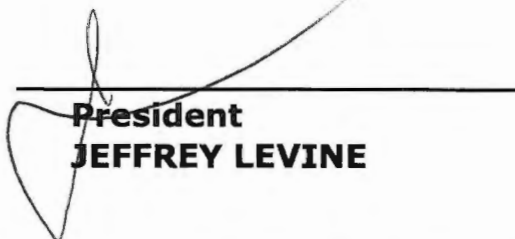
**NOW, THEREFORE, BE IT RESOLVED**, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

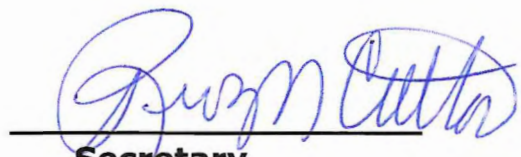
1. That the State Contract for procurement of the above-referenced equipment is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith,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

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

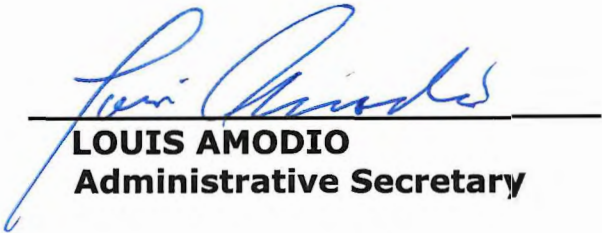
  
\_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**PASSAIC VALLEY WATER COMMISSION**

**EXHIBIT A**





Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com

<b>TO:</b> Eric Coan	<b>FROM:</b> Dave Hull
<b>Company:</b> Passaic Valley Sewerage	<b>Date:</b> 03/11/2024
<b>Fax #:</b> david.hull@psiprocess.com	
<b>RE:</b> QUOTE SQ41822	

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**PSI**  
PROCESS  
Employee Owned

**Pumping Services, Inc.**  
201 Lincoln Boulevard  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com  
Electrical Contractor Bus. Permit #34EB01825300

**Service Quotation**

Quote #	SQ41822
Quote Date	03/11/24
Date Printed	03/11/24
Page	1 of 1

**BILL TO**  
000378  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

**SHIP TO**  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

CONTACT Eric Coan	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-021754 2024-2025 SCADA Maintenance
WRITTEN BY Dave Hull	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
---------------------	----------	-------	-----	-----------

-----> Description Of Service Job A <-----

Install Labor Per Cooperative Contract

-----> Solution Of Service Job A <-----

The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

**NOTE:**

Labor is priced according to cooperative contract # B369-11

This proposal is priced in accordance with the Passaic Valley Cooperative Purchasing system. Contract B369-11 Non-Emergency Support for Performing On-Site Routine Maintenance Tasks

<b>LABPE-C</b> Project Engineer North Jersey Wastewater Co-Op Regular Time	240	211.8500	EA	50,844.00
<b>LABPEOT-C</b> Project Engineer North Jersey Wastewater Co-Op Overtime	144	317.3000	EA	45,691.20

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
96,535.20	0.00	0.00	0.00	0.00	96,535.20

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By \_\_\_\_\_ Purchase Order Number \_\_\_\_\_  
Date: \_\_\_/\_\_\_/\_\_\_  
Print Name \_\_\_\_\_

**Terms and Conditions - Rev. 2004.03.09**

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereinafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/retraking fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such services. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR'S prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR'S failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.



**FAX**

Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com

<b>TO:</b> Eric Coan	<b>FROM:</b> Dave Hull
<b>Company:</b> Passaic Valley Sewerage	<b>Date:</b> 03/11/2024
<b>Fax #:</b> david.hull@psiprocess.com	
<b>RE:</b> QUOTE SQ41825	

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www.psiprocess.com  
Electrical Contractor Bus. Permit #34EB01825300

**Service Quotation**

Quote #	SQ41825
Quote Date	03/11/24
Date Printed	03/11/24
Page	1 of 1

**BILL TO**  
000378  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

**SHIP TO**  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

CONTACT Eric Coan	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-021754
WRITTEN BY Dave Hull	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	2024 - 2025 SCADA Maintenance

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION	SIGN
---------------------	----------	-------	-----	-----------	------

-----> Description Of Service Job A <-----  
Install Labor Per Cooperative Contract  
-----> Solution Of Service Job A <-----

The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

**NOTE:**  
Labor is priced according to cooperative contract # B369-11

This proposal is priced in accordance with the Passaic Valley Cooperative Purchasing system. Contract B369-11 SCADA Consultation

<b>LABPE-C</b>	96	211.8500	EA	20,337.60
Project Engineer North Jersey Wastewater Co-Op Regular Time				

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
20,337.60	0.00	0.00	0.00	0.00	20,337.60

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

\_\_\_\_\_  
Signature Accepted By  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Purchase Order Number  
Date: \_\_\_/\_\_\_/\_\_\_

#### Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/relating fees, transcript costs, the cost of experts' reports, and expert witness fees.

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13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

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17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

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19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

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25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.



Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
[www.psiprocess.com](http://www.psiprocess.com)

<b>TO:</b> Eric Coan	<b>FROM:</b> Dave Hull
<b>Company:</b> Passaic Valley Sewerage	<b>Date:</b> 03/11/2024
<b>Fax #:</b> david.hull@psiprocess.com	
<b>RE:</b> QUOTE SQ41832	

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(732) 469-4540  
[www.psiprocess.com](http://www.psiprocess.com)  
Electrical Contractor Bus. Permit #34EB01825300

**Service Quotation**

Quote #	SQ41832
Quote Date	03/11/24
Date Printed	03/11/24
Page	1 of 1

**BILL TO**  
000378  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

**SHIP TO**  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

CONTACT Eric Coan	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-021754 2024 - 2025 SCADA Maintenance
WRITTEN BY Dave Hull	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
---------------------	----------	-------	-----	-----------

-----> Description Of Service Job A <-----

Install Labor Per Cooperative Contract

-----> Solution Of Service Job A <-----

The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

**NOTE:**

Labor is priced according to cooperative contract # B369-11

This proposal is priced in accordance with the Passaic Valley Cooperative Purchasing system. Contract B369-11

**Remote SCADA Sites Upgrades**

<b>LAB17-C</b> Additional Helper North Jersey Wastewater Co-Op Regular Time	1	133.0000	EA	133.00
<b>LAB18-C</b> Additional Helper North Jersey Wastewater Co-Op Overtime	1	199.5000	EA	199.50
<b>LAB19-C</b> Crew (2) North Jersey Wastewat Co-Op Regular Time	1	307.8000	EA	307.80
<b>LAB20-C</b> Crew (2) North Jersey Wastewat Co-Op Overtime	1	370.5000	EA	370.50

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
1,010.80	0.00	0.00	0.00	0.00	1,010.80

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By \_\_\_\_\_ Purchase Order Number \_\_\_\_\_  
Date: \_\_\_/\_\_\_/\_\_\_  
Print Name \_\_\_\_\_

**Terms and Conditions - Rev. 2004.03.09**

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE");

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/relating fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR's prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.





Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com

<b>TO:</b> Eric Coan	<b>FROM:</b> Dave Hull
<b>Company:</b> Passaic Valley Sewerage	<b>Date:</b> 03/11/2024
<b>Fax #:</b> david.hull@psiprocess.com	
<b>RE:</b> QUOTE SQ41834	

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201 Lincoln Boulevard  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com  
Electrical Contractor Bus. Permit #34EB01825300

**Service Quotation**

Quote #	SQ41834
Quote Date	03/11/24
Date Printed	03/11/24
Page	1 of 1

**BILL TO**  
000378  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

**SHIP TO**  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

CONTACT Eric Coan	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-021754 2024 - 2025 SCADA Maintenance
WRITTEN BY Dave Hull	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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-----> Description Of Service Job A <-----

Install Labor Per Cooperative Contract

-----> Solution Of Service Job A <-----

The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

**NOTE:**

Labor is priced according to cooperative contract # B369-11

This proposal is priced in accordance with the Passaic Valley Cooperative Purchasing system. Contract B369-11

Plant SCADA Sites Upgrades

<b>LAB17-C</b> Additional Helper North Jersey Wastewater Co-Op Regular Time	1	133.0000	EA	133.00
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**Acceptance of Proposal:**

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Signature Accepted By \_\_\_\_\_ Purchase Order Number \_\_\_\_\_  
Date: \_\_\_/\_\_\_/\_\_\_  
Print Name \_\_\_\_\_

#### Terms and Conditions - Rev. 2004.03.09

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8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have jurisdiction in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/retracing fees, transcript costs, the cost of experts' reports, and expert witness fees.

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13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

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16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR'S prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

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19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE'S possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended use, and LESSEE'S right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR'S right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR'S then prevailing rates.



Pumping Services, Inc.  
201 Lincoln Blvd.  
Middlesex, NJ 08846  
(732) 469-4540  
www.psiprocess.com

<b>TO:</b> Eric Coan	<b>FROM:</b> Dave Hull
<b>Company:</b> Passaic Valley Sewerage	<b>Date:</b> 03/11/2024
<b>Fax #:</b> david.hull@psiprocess.com	
<b>RE:</b> QUOTE SQ41835	

Need the Acrobat Reader?  
Visit <http://www.adobe.com> and click on the 'Get Acrobat Rea



**PSI**  
PROCESS  
*Employee Owned*

**Pumping Services, Inc.**

201 Lincoln Boulevard  
Middlesex, NJ 08846  
(732) 469-4540

**Service Quotation**

www.psiprocess.com

Electrical Contractor Bus. Permit #34EB01825300

Quote #	SQ41835
Quote Date	03/11/24
Date Printed	03/11/24
Page	1 of 1

**BILL TO**

000378  
Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

**SHIP TO**

Passaic Valley Sewerage  
600 Wilson Avenue  
Newark, NJ 07105

CONTACT Eric Coan	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-021754 2024 - 2025 SCADA Maintenance
WRITTEN BY Dave Hull	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
---------------------	----------	-------	-----	-----------

-----> Description Of Service Job A <-----  
Install Labor Per Cooperative Contract

-----> Solution Of Service Job A <-----

The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

**NOTE:**

Labor is priced according to cooperative contract # B369-11

This proposal is priced in accordance with the Passaic Valley Cooperative Purchasing system. Contract B369-11

Allowance for Purchasing Miscellaneous Items

\*\* Does Not Include Annual Software Maintenance & Licensing \*\*

<b>*PART</b>	1	75000.0000	EA	75,000.00
List Pric Mark-up				

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
75,000.00	0.00	0.00	0.00	0.00	75,000.00

**Acceptance of Proposal:**

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By \_\_\_\_\_ Purchase Order Number \_\_\_\_\_  
 Print Name \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**Terms and Conditions - Rev. 2004.03.09**

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/retraking fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR's prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.

**PASSAIC VALLEY WATER COMMISSION**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION**

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

**To:** L. Bresemann  
**From:** L. Ducheine  
**cc:** J. Mueller  
**Date:** March 15<sup>th</sup>, 2024  
**Re:** Recommendation to enter into 1 year SCADA maintenance contract with Pumping Services Inc. (PSI)

The IT Department recommends a 1-year SCADA maintenance contract with Pumping Services Incorporated. The vendor will provide maintenance services for the current system. According to the vendor provided Contract Line-Item pricing, the costs are:

Non-Emergency Support for Performing On-Site Routine Maintenance Tasks.	ST_SQ41822	04/2024 to 05/2025	\$96,535.20
Emergency Support for Troubleshooting SCADA Software and Hardware Malfunctions.	ST_SQ41835		\$75,718.80
SCADA Consultation.	ST_SQ41825		\$20,337.60
Remote SCADA Sites Upgrades.	ST_SQ41832		\$30,324.00
Plant SCADA Sites Upgrades.	ST_SQ41834		\$60,648.00
Allowance for Purchasing Miscellaneous Items	ST_SQ41835		\$75,000.00
		<b>Total =</b>	<b>\$358,563.60</b>

The SCADA operations anticipates two separate efforts to continue delivering it services:

- The first of which is the accommodation of the Capital projects' requirements. Each of these projects will require, close collaboration with the engineering department, comprehensive scope definitions and a tightly scheduled deliverable regimen.
- The second, which is the object of this memo, is of a more tactical nature. It will be addressing the daily operational needs of the SCADA environment, as listed in the table above.

The IT department recommends the approval of this contract, to satisfy some of the daily maintenance requirements of the plant and remote SCADA environments.



## **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: SCADA Services  
Pumping Services Inc. (PSI)

Amount of Project or Contract:

\$358,563.60

1. Acct: # 001-0901-419-95-28  
CAPITAL/SCADA
2. Specific Appropriation to which expenditures will be charged:  
Capital 2024/2025

Other comments: One Years Commencing in March 2024

Date of Certification: March 27, 2024

Amount Certified: \$358,563.60

---

**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 24-041**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO PROCURE ONE (1) HYUNDAI 35D-9F FORKLIFT  
UNDER THE SOURCEWELL COOPERATIVE PRICING AGREEMENT**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VANRENSALIER**

**WHEREAS**, the Commission needs to procure one (1) Hyundai 35D-9F 8,000 pound capacity forklift for the Distribution Department to perform daily task of loading pipes, valves and fittings to the job sites. PVWC is storing larger fittings and requires a forklift that can accommodate these needs; and

**WHEREAS**, Sourcewell Cooperative Pricing Agreement (the "Cooperative Pricing Agreement") shall be used for the procurement of said trucks needed to complete essential work in the Distribution System; 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 truck from Modern Group Ltd. of Bristol, Pennsylvania (the "Awardee") under the Cooperative Pricing Agreement, in the amount of \$66,296.30, a copy of the quotation for one (1) unit 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;

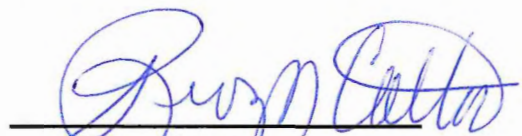
1. That the Cooperative Pricing Agreement for procurement of the above-referenced trucks is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent 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>VAN RENSALIER, R.</b>	<u><b>X</b></u>	—	—	—
<b>COTTON, R.</b>	<u><b>X</b></u>	—	—	—
<b>SANCHEZ, R.</b>	<u><b>X</b></u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u><b>X</b></u>	—	—	—
<b>DEPADUA, C.</b>	—	—	—	<u><b>X</b></u>
<b>FRIEND, G.</b>	<u><b>X</b></u>	—	—	—
<b>LEVINE, J.</b>	—	—	—	<u><b>X</b></u>

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

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

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION**  
1525 MAIN AVENUE • P.O. BOX 230  
CLIFTON, NEW JERSEY 07011 • (973) 340-4300  
CLIFTON FAX # (973) 340-4321

Executive Director  
James Mueller

**COMMISSIONERS**

Jeffrey Levine, President, Paterson  
Rigoberto Sanchez, Vice President, Passaic  
Joseph Kolodziej, Treasurer, Clifton  
Ruby N. Cotton, Secretary, Paterson  
Carmen DePadua, Commissioner, Paterson  
Gerald Friend, Commissioner, Clifton  
Ronald Van Rensalier, Commissioner, Passaic

**PURCHASE MEMORANDUM**

**TO:** Lisa Bresemann  
**FROM:** Michael Marotta, Chief Operating Officer  
**DATE:** March 12, 2024  
**SUBJECT:** New Hyundai Forklift

---

Lisa,

The following Quote #GM02466 is for Passaic Valley Water Commission Distribution Department.

The new Hyundai 8,000lb forklift will be used in the Clifton yard for loading pipes and fittings. The oldest Forklift will be used at the new Point View Storage Building where are keeping the valves that are required to be inside and need a forklift to move in and out of the garage.

PVWC is also storing larger fittings at the Point View location that require a forklift to load them.

**New Forklift Price \$66,296.30**

**Sourcewell contract 091520-HCE**

Michael Marotta

A handwritten signature in black ink, appearing to read "Michael Marotta", written over a horizontal line.

Chief Operating Officer



**Modern Group Ltd.**  
 2501 Durham Road  
 Bristol, PA 19007  
 973-452-1278  
 FAX: 973-409-4250  
 monarqug@moderngroup.com

Back-up alarms, strobe lights and mirrors are available from Modern Group Ltd.

**Investment Proposal**

*Customer:*

Passaic Valley Water Commission  
 1525 Main Ave  
 Clifton, NJ

*Ship to:*

Passaic Valley Water Commission  
 1525 Main Ave  
 Clifton, NJ

*Quote To:*

James Montgomery

*Quote No:*

GM 02466

*Date:*

1/26/2024



**We are pleased to submit the following quotation for your consideration**

**(1) Hyundai 35D-9F 8,000 lb. Capacity - 2-Speed with Kubota Engine, IC Pneumatic Tire Forklift**

<b>Mast</b>	3 Stage Full Free LH 186" OALH 94"
<b>Attachment</b>	Hook Type Side Shifting Fork Positioner with Fork Pocket, Synchronized
<b>Carriage</b>	51.2" Hook Type Carriage with Backrest (Class III)
<b>Forks</b>	60 Inch Forks - 2" x 60" x 4.8"
<b>Hydraulic Hosing</b>	Internal Hosing for 4th Valve
<b>Hydraulic Control Valve</b>	4th Spool Valve with Lever
<b>Overhead Guard</b>	92" Enclosed Cab with Heater and Radio
<b>Operator Seat</b>	Grammer Full Suspension
<b>Tires</b>	Single Solid Drive and Steer Tires
<b>Warning Device Light</b>	Amber LED Strobe
<b>Rear Work Light</b>	LED Rear Flood Light
<b>Hi-Mate Telematics</b>	Without Hi-Mate System
<b>Paint</b>	Without Special Color
<b>Warranty</b>	36 Months / 4,000 hours Standard Warranty

**Standard Equipment**

**Engine:**

Kubota V3800 engine: 74.3hp @ 2,200rpm, EPA / CARB Tier IV Final Compliant

Powertrain:  
2 speed transmission  
Wet disc brakes  
Pneumatic Drive Tires and Steer Tires

Hydraulic system:  
Power steering  
3rd spool valve and lever  
Levers on bonnet  
Adjustable steering handle angle

Electrical system:  
LED Front lights  
LED Rear combination lights  
Rear handle with horn switch (N/A with Cab)

OHG & Others:  
87" height OHG  
Panoramic rear view mirror  
Grammer full suspension seat with orange seat belt  
Pre-cleaner

Other Hyundai Equipment  
Rear View Camera  
Side shifting fork positioner

### **Investment Proposal Price Information**

#### **Sourcewell contract 091520-HCE**

**Truck \$61,676.30**  
**Factory freight, local freight, and dealer prep. \$4,620.00**

**Total Price : \$66,296.30**

Above price does not include applicable sales tax  
Pricing and lease payments cannot be protected and are subject to immediate change based upon the volatility of the marketplace.  
FOB: Delivered  
Delivery: Will Advise.  
Terms: Lease/COD

\*Finance offers are contingent upon credit approval and timely completion of all required documentation. Pricing subject to change prior to commencement. Used equipment subject to availability. All dollar amounts are calculated pre-tax. This proposal is for informational purposes only and is not a commitment by Modern Group or its affiliates to provide equipment or financing. This proposal should not be construed as constituting tax, accounting or legal advice.

The Modern Group Ltd. has assigned its rights, but not its obligations, regarding the purchase of the rental machinery and equipment described below to a qualified intermediary as part of an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.



## Terms and Conditions

### TERMS AND CONDITIONS OF SALE

This quotation is an offer to enter into a contract based on this quotation. Pricing cannot be protected and is subject to immediate change based upon the volatility of the marketplace. You may accept this offer only by signing the duplicate copy and returning it to us. There are no provisions with respect to this quotation which are not specified herein. If any term or conditions contained in your order are in addition to or are different from the terms and conditions of this quotation, the terms and conditions of this quotation shall govern. If you submit an order with respect to the subject matter of this quotation, whether in writing or orally, this quotation will constitute the entire contract between us with respect to such subject matter. A purchase order is required.

### PRICES

Prices quoted by vendor are subject to change without notice. Vendor's prices in effect at the date of delivery will govern at vendor's option.

### ACCEPTANCE OF ORDERS

All orders are subject to acceptance in writing by an officer of the vendor or by the manager of the vendor at its place of business indicated on the face of its quotation order or invoice form. If not so accepted, an order shall be deemed accepted by vendor upon delivery to the first carrier of the article or articles ordered.

### DELIVERY

Stated or promised delivery dates are estimates only based upon vendor's best judgement and vendor shall not be responsible for deliveries later than promised regardless of the cause. Deliveries are projected from the date of receipt of an order by the vendor, but if articles to be furnished by vendor are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of vendor's receipt of complete manufacturing information, including necessary blueprints and specifications, purchaser's acceptance of vendor's blueprints and specification and the exchange of other information necessary for production. If the furnishing of articles on orders accepted by vendor is hindered or prevented by public authority or by the existence of war or other contingencies, including but not limited to, shortage of materials, fires, labor difficulties, accidents, delay in manufacture or transportation, acts of God, embargoes, inability to ship or substantially increased prices or, freight rates, or other causes beyond vendor's control, the obligation to fill or complete such orders shall be excused at vendor's option.

### TRANSPORTATION

Prices quoted are net F.O.B. point designated in writing by vendor. When no F.O.B. point is designated in writing by vendor, prices for new articles shall be deemed to be net F.O.B. vendor's place of business at which the order for articles are accepted.

### CLAIMS

Vendor's responsibility for the articles shall cease and all risk of loss shall become the purchaser's upon delivery of the articles to the first carrier for shipment to the purchaser or consignee, even though such delivery shall be made prior to the arrival of the articles at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the purchaser or his consignee to the carrier. Vendors shall in no event be responsible for shortages in shipment unless notice of such shortage is given in writing to the vendor within fifteen (15) days after receipt of shipment. Purchaser agrees to hold harmless vendor for any claims, suits, injuries or damages arising from the use of the equipment by purchaser or any of purchaser's employees, agents or contractors. Modern makes no warranties expressed or implied with respect to the equipment purchased here under. Purchaser's warranty rights on new equipment are limited to the terms of the manufacturer's warranty for the equipment. Used equipment offered is subject to prior sale. Warranty for used equipment as shown on proposal.

### PAYMENT

Unless otherwise stated, all prices are net cash. Accounts in arrears more than thirty (30) days will bear interest at the highest lawful rate. Checks or promissory notes, if accepted by vendor, will be considered only as additional evidence of the original indebtedness of the purchaser and not in payment thereof. Unless otherwise precluded by law, security title to the articles sold will remain in vendor until all indebtedness of the purchaser shall have been fully paid in cash. In the event of attachment or execution being levied against the articles, the bankruptcy of the purchaser or any default by the purchaser in payments, vendor may seize the property invoiced and all payments made to the date of such repossession shall be considered as rent for the articles. Purchaser agrees to confess judgement against Vendor in the event of default. In the event that purchaser's check or promissory note is ineffective, vendor shall have the right to use purchaser's credit card to pay for the purchase.

### LAWS GOVERNING

All orders will be governed by the laws of the state where the vendor has its principle executive office.

### HOLD HARMLESS AND INDEMNITY

Modern will not be responsible for any incidental or consequential damages caused by the equipment malfunctioning or by Modern's inability to supply on time the equipment or a replacement. Customer agrees to defend and indemnify Modern against all claims for personal injury, property damage, or death, including claims of customers employees, resulting from the use or possession of the equipment.

### TAXES

In addition to the prices provided for herein, the purchaser shall pay all federal, state, county and municipal taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income.

### PURCHASER TO FURNISH

Performance by the vendor is subject to the purchaser furnishing a satisfactory priority rating certificate, export license, letter of credit, evidence of financial standing, or any other similar papers necessary for the satisfactory completion of such order.

### ASSIGNMENT

Purchaser is hereby notified that Modern Group has assigned its right, but not its obligations, regarding the sale of rental machinery and equipment described herein to a qualified intermediary as part of an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.

### ENTIRE AGREEMENT

The final written expression of agreement of the parties shall be the Offer of Sale when accepted by purchaser, either by submission of a purchase order, return of the Offer of Sale with the order blanks completed, or by instructions to ship, or, in the event there has been no Offer of Sale issued, the terms and conditions contained in the invoice shall be the final written expression of agreement. The foregoing together with any attendant prints and specifications, shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guaranties or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.

### CANCELLATIONS

After acceptance, purchaser can only cancel the order upon written consent of vendor. Special application orders are non-cancelable. If vendor permits cancellation of non special application orders, purchaser agrees to pay a restocking charge. If the canceled order entails in-stock items, a flat restocking charge of 15% of the purchase price will be due. Products purchased specifically for the canceled orders shall be charged in accordance with cancellation charges from vendor's supplier plus a 15% handling charge.

Revised-01/08

**Quote Authorization**

Signed and accepted on behalf of:  
Modern Group Ltd.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signed and accepted on behalf of:  
Passaic Valley Water Commission

Signature: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Quotation prepared by:  
973-452-1278  
1/26/2024

**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: Modern Group Ltd.  
Procure One Hyundai 35D-9F Forklift  
Under Purchasing Cooperative

Amount of Project or Contract:

\$66,296.30

1. Acct: # 001-0901-419-95-04  
CAPITAL/Vehicles
2. Specific Appropriation to which expenditures will be charged:  
Capital 2024/2025

Other comments: Single Purchase: Distribution  
One Hyundai 35-D-9F Forklift  
Sourcewell Purchasing Cooperative  
Contract 091520-HCE

Date of Certification: March 27, 2024

Amount Certified: \$66,296.30

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION NO. 24-042**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD PROJECT NO. 24-PE-02,  
"PROFESSIONAL SERVICES FOR DEVELOPMENT OF  
STANDARD OPERATING PROCEDURES FOR PVWC SECURITY  
PROGRAM"**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSA LIER**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 24-PE-02, "Professional Services for Development of Standard Operating Procedures for PVWC Security Program" (hereinafter the "Project"); and

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

**WHEREAS**, the firm of Gannett Fleming, of Raleigh, North Carolina (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 \$118,996.00 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**.

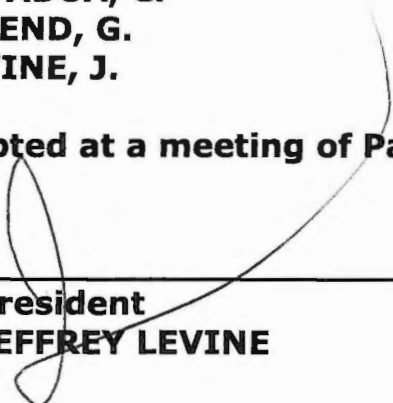
**NOW, THEREFORE, BE IT RESOLVED,** by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

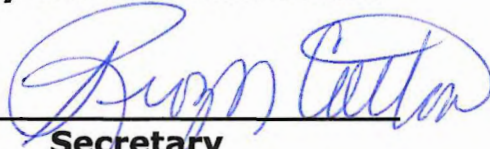
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the 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>VAN RENSA LIER, R.</b>	<u>X</u>	—	—	—
<b>COTTON, R.</b>	<u>X</u>	—	—	—
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>KOLODZIEJ, J.</b>	<u>X</u>	—	—	—
<b>DEPADUA, C.</b>	—	—	—	<u>X</u>
<b>FRIEND, G.</b>	—	<u>X</u>	—	—
<b>LEVINE, J.</b>	—	—	—	<u>X</u>

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

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

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

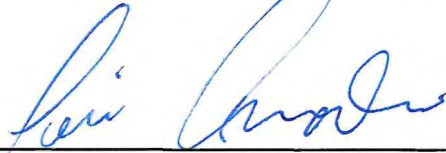
**This Resolution, when adopted, must remain in the custody of the Administrative Secretary.**

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby

**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 March 27, 2024.



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**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 Gannett Fleming, Inc. a professional firm (hereinafter "PROFESSIONAL") having a place of business at 1037 Raymond Boulevard, Suite 1420, Newark, New Jersey 07102.

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

related to **Project Number 24-PE-02** entitled **Professional Services for Development of Standard Operating Procedures for PVWC Security Program** (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 March 14, 2024, 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 \$118,996.00**.

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.

**GANNETT FLEMING, INC.**

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

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

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

**PASSAIC VALLEY WATER COMMISSION**

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

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

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: Project 24-PE-02  
"Professional Services for Development of Standard  
Operating Procedures for PVWC Security Program"  
Gannett Fleming, Inc.

Amount of Project or Contract:

\$118,996.00

1. Acct: # 001-3002-424-72-21  
PURCHASES-Services/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:  
Budget 2024/2025

Other comments:

Date of Certification: March 27, 2024

Amount Certified: \$118,996.00

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb



**RESOLUTION # 24-043**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO APPROVE CHANGE ORDER #6 FOR CONTRACT NO. 15-B-25, "WATER STORAGE IMPROVEMENTS PHASE 1 – STANDBY EMERGENCY GENERATORS"**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSALIER**

**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 and 5 was a no cost change order as approved by the Commission on July 27, 2022 and October 25, 2023; and

**WHEREAS**, Proposed Change Order No. 6 is a no cost change order; and

**WHEREAS**, a copy of the executed Contract Modification Proposal and Acceptance Form, Modification No. 6, 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 March 14, 2024 and has received 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:

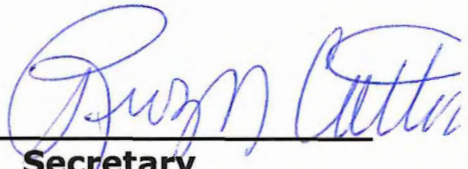
1. That PVWC hereby approves Change Order No. 6 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter 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>VAN RENSA LIER, R.</b>	<u>  X  </u>	___	___	___
<b>COTTON, R.</b>	<u>  X  </u>	___	___	___
<b>SANCHEZ, R.</b>	<u>  X  </u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>  X  </u>	___	___	___
<b>DEPADUA, C.</b>	___	___	___	<u>  X  </u>
<b>FRIEND, G.</b>	<u>  X  </u>	___	___	___
<b>LEVINE, J.</b>	___	___	___	<u>  X  </u>

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

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

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.



---

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

**EXHIBIT A**



**State of New Jersey**

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MAIL CODE 401-03D  
DIVISION OF WATER QUALITY  
MUNICIPAL FINANCE & CONSTRUCTION ELEMENT  
P.O. BOX 420  
TRENTON, NJ 08625-0420  
TEL: # (609) 633-1180 FAX # (609) 292-1381

**PHILIP D. MURPHY**  
*Governor*

**TAHESHA L. WAY**  
*Lt. Governor*

**SHAWN LATOURETTE**  
*Commissioner*

Patrick Porcaro, Chief Engineer  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

**MAR 20, 2024**

Re: New Jersey Water Bank (NJWB)  
Project No. 1605002-025  
Passaic Valley Water Commission (PVWC)  
Water Storage Improvements Phase 1 – Standby Emergency Generators  
Change Order No. 6

Dear Mr. Porcaro:

This office has received the following change order for the referenced project.

The change order has been reviewed and found acceptable. One (1) copy of the change order is enclosed with our stamp of acceptance. Please incorporate the change order into the appropriate set of plans, specifications, or contract documents.

<u>Change Order</u>	<u>Unallowable Amount</u>	<u>Allowable Amount</u>
6	\$-0-	\$-0-

Note: Change Order No. 6 as approved by the NJDEP increases the final contract completion time by 1635 days resulting in a new final contract completion date of June 21, 2024.

The Department has reviewed the change order for compliance with NJWB rules and regulations. Our approval does not relieve you of your responsibility to obtain other applicable approvals that may be required, including but not limited to Federal, State, County, and Local approvals. In addition, our acceptance of this change order should not be considered as an obligation for additional federal or state funds. Where our determination of allowability concurs with that of the loanee, no comment is necessary. Where there is a difference of opinion, the Department's comments can be found in the appendix to this letter.

If you have any questions, please call the Project Engineer, Mr. Jim Keil, at (609) 633-1180.



Very truly yours,

Dave Helfrich, Section Chief – Construction Section  
Bureau of Construction, Payments and Administration

c: Linda Wancho, Jacobs  
Iris Hernandez, MFCE

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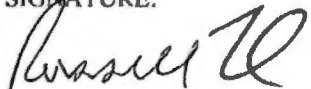
**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

1. ISSUING OFFICE PVWC	2. PROJECT NO. 1605002-025	3. CONTRACT NO. 15-B-25	4. MODIFICATION NO. 6
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).			
_____ 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 checked="" type="checkbox"/> <i>decrease</i> <input type="checkbox"/> or <i>remains the same</i> <input type="checkbox"/> by <u>1635</u> calendar days as a result of this modification.			
The foregoing modification is hereby accepted:			
 _____ CONTRACTOR.		 _____ OWNER	
BY: <u>David Mott- Principal</u>		BY: <u>Pat Porcaro- Director of Engineering</u>	
DATE: <u>March 7, 2024</u>		DATE: <u>3/14/2024</u>	
BY: _____		BY: <u>Russell Ford, Vice President</u>	
DATE: _____		DATE: <u>3/12/24</u>	
APPROVAL: _____		_____ DATE <u>3/20/24</u>	
DAVID HELFRICH SECTION CHIEF, CONSTRUCTION MUN. FINANCE & CONST. ELEMENT NJDEP STATE OF NEW JERSEY			

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

9. ISSUING OFFICE PVWC	10. PROJECT NO. 1605002-025	11. CONTRACT NO. 15-B-25	12. MODIFICATION NO. 6
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: <i>March 7, 2024</i>		TYPE NAME AND TITLE: (Contractor) David Mott- Principal, Stone Hill Contracting Co, Inc.	
CALENDER DAYS INCREASE <u>1635</u> DAYS		SIGNATURE: <i>David C. Mott</i>	

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

14. ISSUING OFFICE & PROJECT NO. PVWC/1605002-025	15. CONTRACT NO. 15-B-25	16. MODIFICATION NO. 6
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 #6.		
DATE: 3/12/24	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Russell Ford, Vice- President Jacobs	SIGNATURE: 



**RESOLUTION # 24-044**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 22-Q-08  
ENTITLED "PROFESSIONAL SERVICES FOR CONDUCTING CONDITION  
ASSESSMENTS ON PVWC'S WATER MAINS" WITH CAROLLO  
ENGINEERS**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSA LIER**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has solicited and awarded for professional services (or extraordinary unspecifiable services) Project No. 22-Q-08 entitled "Professional Services for Conducting Condition Assessments on PVWC's Water Mains" (hereinafter the "Project") under Resolution 23-18 on January 25, 2023, to Carollo Engineers, Inc. ("Carollo") of Ramsey, New Jersey, 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**, Carollo has, and continues to, provide professional services related to the Project consistently, reliably, efficiently, and effectively on an as-needed basis with the Contract commencing on January 25, 2023; and

**WHEREAS**, Carollo is actively planning and will be performing a condition assessment of PVWC's 42-inch transmission main from the Main Pump Station to the New Street Reservoir using Kenwave technology; and

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

**WHEREAS**, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of December 31, 2024; and

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

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That 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>VAN RENSA LIER, R.</b>	<u>  X  </u>	___	___	___
<b>COTTON, R.</b>	<u>  X  </u>	___	___	___
<b>SANCHEZ, R.</b>	<u>  X  </u>	___	___	___
<b>KO LODZIEJ, J.</b>	<u>  X  </u>	___	___	___
<b>DE PADUA, C.</b>	___	___	___	<u>  X  </u>
<b>FRIEND, G.</b>	<u>  X  </u>	___	___	___
<b>LEVINE, J.</b>	___	___	___	<u>  X  </u>

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

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

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION NO. 24-045**

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**2022 AUDIT CORRECTIVE ACTION PLAN CERTIFICATION**

WHEREAS, by Resolution the Commissioners of the Passaic Valley Water Commission have certified that they have received the 2022 annual audit and have personally reviewed the audit, and have specifically reviewed the sections of the annual audit report entitled “General Comments” and “Recommendations” in accordance with N.J.S.A. 40A: 5A-17; and

WHEREAS, the Audit includes Comments and Recommendations requiring action by the Authority; and

WHEREAS, N.J.A.C. 5:31-7.6(i) requires a “corrective action plan, in the form of a resolution, to be adopted by the members of the governing body with respect to Comments and Recommendations made in the audit, shall be filed forthwith the Division within 45 days of receipt of the annual audit”; and

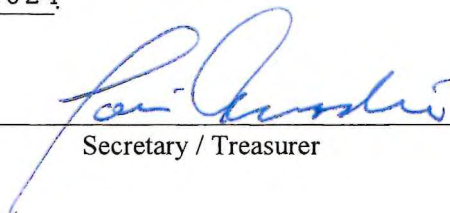
WHEREAS, a corrective action plan addressing these Comments and Recommendations has been prepared by the Commission; and

WHEREAS, the Commissioners of the Passaic Valley Water Commission have reviewed this 2022 Corrective Action Plan (attached hereto).

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission the following:

1. The Commissioners hereby approve and adopt the 2022 Corrective Action Plan.
2. The Secretary of the Authority is hereby directed to promptly submit to the Director of the Division of Local Government Services this Corrective Action Plan, accompanied by a certified true copy of this resolution.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Passaic Valley Water Commission upon a roll call of all Commissioners of the Passaic Valley Water Commission eligible to vote at the meeting held on March 27, 2024

  
\_\_\_\_\_  
Secretary / Treasurer

March 27, 2024  
\_\_\_\_\_  
Date

**CORRECTIVE ACTION**

Name of Authority: Passaic Valley Water Commission

County: Passaic

Audit Year Ending: December 31, 2022

Contact Person: James Mueller, Executive Director

Telephone Number: (973) 340-4300

**Finding 2022-01**

Description: Capital expenditures were made in excess of a budgetary capital line item.

Corrective Action: The Commission will monitor and if necessary, amend their capital budget to prevent this from occurring again.

Implementation: Immediately.

**Finding 2022-02**

Description: Failure in the internal controls for fire line billings.

Corrective Action: The Commission has added an additional monitoring control over all fire line billings.

Implementation: Immediately.

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**RESOLUTION # 24-046**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO EXTEND CONTRACT NO. 23-V-12  
"FURNISH AND DELIVER FLOCCULATION AID DRY POLYMER"**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSA LIER**

**WHEREAS**, under Contract 23-V-12 "Furnish and Deliver Flocculation Aid Dry Polymer "(the "Contract"), Polydyne Inc., of Riceboro, Georgia (the "Contractor") provided, and continues to provide, goods and services under this 1-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing April 26, 2023, under Resolution No. 23-050; and

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

**WHEREAS**, pursuant to the LPCL, this 1-year contract, which is otherwise scheduled to end on April 25, 2024, includes a provision whereby PVWC may elect to extend the contract time up to an additional two years, for a total contract duration of not more than five (5) years, including extensions, with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

**WHEREAS**, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the contract and made a part hereof as **Exhibit A**; and

**WHEREAS**, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning April 26, 2024 and ending on April 25, 2025; and

**WHEREAS**, the unit quantities stipulated under the original 2-year Contract are hereby reestablished for this 1-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change to the unit prices with the one-year total contract amount of \$300,000.00 and

**WHEREAS**, a copy of the Vendor's correspondence (dated January 9 2024) agreeing to a 1-year extension of the Contract (under the terms and conditions of the Contract Documents), is 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 said certificate is included herewith and made a part hereof as **Exhibit C**.

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

1. That PVWC hereby authorizes and awards a contract extension 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

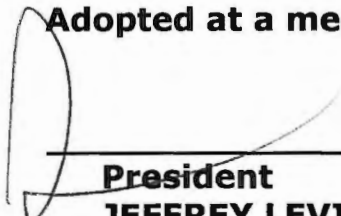
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

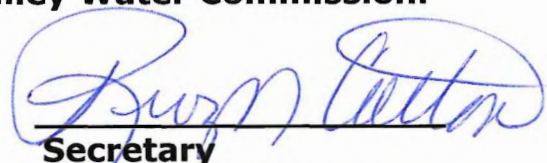
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

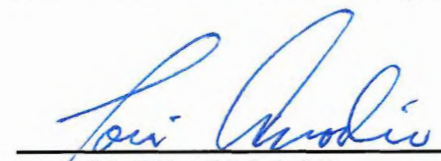
  
 \_\_\_\_\_  
**President**  
**JEFFREY LEVINE**

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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



**EXHIBIT A**

**CONTRACT EXTENSION**  
**WITH**  
**PASSAIC VALLEY WATER COMMISSION**  
**FOR**

**CONTRACT 23-V-12**  
**FURNISH AND DELIVER FLOCCULATION AID DRY POLYMER**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and \_\_\_\_\_ by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and Polydyne, Jnc., with its' principal office at One Chemical Plant Road in the City of Riceboro, County of Liberty, and State of Georgia hereinafter designated as "Vendor".

**WITNESSETH:** That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

**ARTICLE I - Scope of the Work**

The Vendor hereby agrees to perform all of the Work indicated, specified, or required by the Contract, or which can be reasonably inferred therefrom, all in accordance with the requirements and provisions of the Contract which include the following: (a) all of the "Bidding Documents" that preceded this Contract including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of this Contract, the Procurement General Conditions, Technical Specifications, Drawings (if any), Appendices, and Addenda, (b) this signed Contract, and (c) the Vendor's Bid Submission, including but not limited to its completed Form of Proposal, representations, and other forms.

**ARTICLE II - Time of Completion and Contract Extension**

The period of the Contract shall be three hundred and sixty-five (365) consecutive calendar days commencing upon the date of the issuance of the executed contract. All Work performed under this Contract shall be completed within the time periods provided for in the applicable provisions of the Contract Documents.

In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract: or to extend the Contract Time by two 1-year periods (or one 2-year period) or any combination thereof, for a total Contract duration of not more than 4 years, including extensions; all as may be mutually agreed to between the Contractor and the Commission.

The Vendor shall be required to maintain and extend as needed all Insurance required to be procured by the Vendor pursuant to the Contract Documents throughout the duration of the Contract.

In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Vendor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Vendor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Vendor of the duration of the extended time frame.

**ARTICLE III – OMITTED**

**ARTICLE IV - The Contract Sum**

Based on the unit prices and lump sums set forth in the Vendor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

Three Hundred Thousand Dollars and Zero Cents

(\$300,000.00) (hereinafter "Contract Price").

**ARTICLE V – No Waiver**

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Vendor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Vendor under this Contract is not a waiver of a breach of any other covenant or duty of the Vendor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Vendor, even when the Commission is aware that the Vendor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

**ARTICLE VI - Additional Provisions**

*Severability.* If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the

provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

*No Assignment.* Vendor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

*Applicable Law & Venue.* This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

*Special Limitation on Certain Remedies.* Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Vendor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for Vendor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as first written above.

Passaic Valley Water Commission

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
PVWC - Secretary

\_\_\_\_\_  
(Witness)

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

Polydyne, Inc.

\_\_\_\_\_  
(Vendor)

Attest:

\_\_\_\_\_  
(Witness)

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

**EXHIBIT B**

**Bresemann, Lisa**

---

**From:** Sandy Wells <swells@polydyneinc.com>  
**Sent:** Tuesday, January 9, 2024 10:57 AM  
**To:** Bresemann, Lisa  
**Cc:** Frank Capoccia; Tim Terry; Rebecca Beasley; Randal Vickery; Pam McDermitt; Peggy Locke; Tatiana Kelso  
**Subject:** RE: Contract 23-V-12 - Flocculation Aid Dry Polymner

Good morning,

Polydyne Inc. is pleased to accept an extension of the current contract with the Commission for an additional year, maintaining the existing pricing. We appreciate your ongoing business and the enduring partnership.

Should you require further assistance, please do not hesitate to reach out to me.

Best regards,

**Sandy Wells**  
Sr. Bid Specialist



Polydyne Inc.  
1 Chemical Plant Road  
Riceboro, GA 31323

Office: 912.880.2089  
Main: 800.848.7659  
[swells@snf.com](mailto:swells@snf.com)  
[Polydyne.snf.com](http://Polydyne.snf.com)

**From:** Bresemann, Lisa <lbresemann@PVWC.com>  
**Sent:** Monday, January 8, 2024 6:36 PM  
**To:** Sandy Wells <swells@polydyneinc.com>  
**Subject:** Contract 23-V-12 - Flocculation Aid Dry Polymner

Sandy,

Please be advised that the above-referenced contract is due to expire in April. Would Polydyne be interested in extending this contract for a one-year period?

Regards,

*Lisa Bresemann*  
**Purchasing Agent**  
**Passaic Valley Water Commission**  
[lbresemann@pvwc.com](mailto:lbresemann@pvwc.com)  
p: 973.340.4315  
f: 973.340.4314



"Great things in business are never done by one person. They're done by a team of people." – Steve Jobs

**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 Extension – 23-V-12  
Furnish and Deliver Flocculation Aid Dry Polymer  
Polydyne, Inc.

Amount of Project or Contract:

\$300,000.00– Contract 23-V-12

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

Other comments: One Year Commencing in March 2024

Date of Certification: March 27, 2024

Amount Certified: \$300,000.00

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**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION NO. 24-047**

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION BETWEEN PASSAIC VALLEY WATER COMMISSION  
AND COUNTY OF PASSAIC TO GRANT ACCESS FOR PURPOSES  
OF SURVEYING PASSAIC COUNTY PARK PROPERTY IN  
WOODLAND PARK**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSAIER**

**WHEREAS**, PVWC requests access to Rifle Camp Park in Woodland Park owned by Passaic County, as further described below, for the purpose of conducting a land survey; and

**WHEREAS**, this land survey will allow the Commission to conduct hydrological analyses required by Passaic County and the NJDEP Land Use Program for planning flood mitigation measures at the New Street Reservoir; and

**WHEREAS**, Passaic County and PVWC shall enter into an agreement (the "Agreement") to indemnify and hold the County harmless for any and all damage caused to PVWC or PVWC's agents by surveying activities conducted on said property (**Exhibit A**); and

**WHEREAS**, the Agreement has been reviewed by General Counsel and the Director of Engineering and is recommended for acceptance.

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

1. That the Agreement with the County is hereby authorized and approved; and
2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of

this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.


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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

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

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

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**EXHIBIT A**

**ACCESS AGREEMENT BETWEEN  
PASSAIC VALLEY WATER  
COMMISSION  
1525 MAIN ST  
CLIFTON, NJ 07013**

**AND**

**COUNTY OF PASSAIC, NEW JERSEY  
401 GRAND STREET, ROOM 205  
PATERSON, NJ 07505**

This Access Agreement (the "Agreement") is entered into by and between Passaic Valley Water Commission ("PVWC"), a Public Utility, and the County of Passaic, New Jersey ("Passaic County"), collectively the Parties.

**WHEREAS** PVWC requests access to certain property owned by Passaic County, as further described below, for the purpose of conducting a land survey; and

**WHEREAS**, PVWC has engaged Geod, a professional land surveyor, to conduct the land survey; and

**WHEREAS**, the property for which access is being requested is known as Rifle Camp Park located at:

Rifle Camp Park  
387 Rifle Camp Road  
Borough of Woodland Park  
Passaic County, New  
Jersey Block:  
Lot:

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the sufficiency of which are acknowledged, PVWC and Passaic County agree as follows:

1. Passaic County grants PVWC and its contractor, Geod, the right of access and entry onto the above-described property known as Rifle Camp Park, Woodland Park, for the purpose of performing a land survey.
2. To the fullest extent permitted by law, PVWC and its contractor agrees to, indemnify, and hold harmless Passaic County and their directors, officers, employees, and agents, from any and all liabilities, claims, causes of action, lawsuits, judgments, damages, losses, costs, and expenses of any kind, which arise out of the access granted herein, except to the extent such liabilities or losses are attributable solely to the gross negligence or willful misconduct of Passaic County and/or their directors, officers, employees, agents.
3. This Agreement shall be construed and enforced under New Jersey law, without respect to its choice of law rules. If any dispute arises regarding the interpretation or application of this Agreement, the parties will use reasonable efforts to resolve it amicably before commencing litigation.

4. All notices to be given pursuant to this Agreement shall be provided by email or U.S. mail.

If to Passaic County:  
Matthew Jordan, Esq.  
County Counsel  
401 Grand Street  
Paterson, NJ 07505  
County of Passaic Office:  
973-881-4466

If to Passaic Valley Water Commission:  
Jaroslaw Adamkiewicz  
Senior Engineer  
1525 Main St  
Clifton, NJ 07013  
973-340-4372  
jadamkiewicz@pvwc.com

5. This Agreement shall be effective on the last date on which this Agreement is signed by the parties (the "Effective Date") and shall expire one (1) year from its Effective Date. The parties may extend the Expiration Date of this Agreement in writing. If any party seeks to extend the Expiration Date it shall provide notice to the other party thirty (30) calendar days in advance of the Expiration Date.

6. This Agreement may be amended or modified only by written agreement signed by all Parties.

7. No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. This Agreement constitutes the entire understanding and contract between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below.

*Passaic Valley Water Commission*

*County of Passaic New Jersey*

By: 

By: \_\_\_\_\_

Printed Name: Jaroslaw Adamkiewicz

Printed Name: Nadege Allwaters, Esq.

Title: Senior Engineer

Title: County Counsel

Date: 3-19-24

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

**RESOLUTION NUMBER: 24-048**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AUTHORIZATION TO SETTLE CLAIMS  
ON CONTRACT NO. 15-B-25**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RON VAN RENSALIER**

**WHEREAS**, Stone Hill Contracting Co., Inc. ("SHC") submitted Payment Application No. 52 for the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project") which seeks early release of \$1,307,071.17 in retainage ("Excess Retainage"), leaving a balance of \$50,000.00 in retainage pending final completion and acceptance of the Project; and

**WHEREAS**, Jacobs Engineering recommends either payment of the Excess Retainage or the Excess Retainage minus \$175,000 for potential liquidated damages; and

**WHEREAS**, the PVWC considered Jacobs' recommendation and opted to propose a settlement agreement with SHC whereby the PVWC would release the entire Excess Retainage to SHC and waive any claim for liquidate damages in exchange for a release by SHC to PVWC for any alleged claims including claims for delay damages; and

**WHEREAS**, the PVWC presented said proposed settlement agreement to SHC and SHC agreed to it (see a true copy of the Settlement Agreement on Retainage executed by SHC (Mott) on February 28, 2024 attached hereto as **Exhibit 1**) and

**WHEREAS**, the attached Settlement Agreement on Retainage is subject to the approval of the NJDEP and the Commissioners; and

**WHEREAS**, the officers of the PVWC respectfully seek the Commissioners' consent to entry into the Settlement Agreement on Retainage; and

**WHEREAS**, the 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 2** and made a part hereof;

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

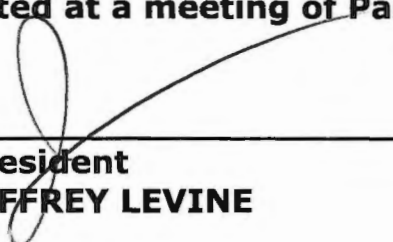
1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, to make payment to SHC in the amount of \$1,307,071.17 as per their Payment Application No. 52 as soon as the NJDEP adds their approval to same, and issue a change order authorizing the early release of retainage if necessary, and to apply to the NJDEP for reimbursement of the aforementioned payment under the Subrecipient Agreement for this Project, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolutions; and
2. 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 change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

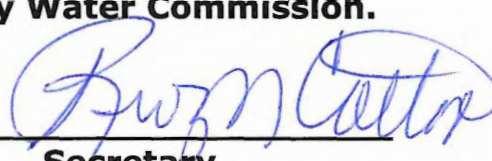
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

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

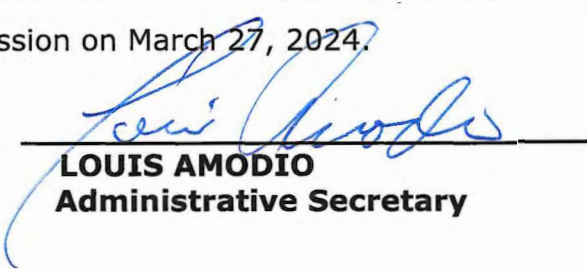
  
\_\_\_\_\_  
**Secretary**  
**RUBY N. COTTON**



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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 27, 2024.

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

**AUTHORIZATION TO SETTLE CLAIMS  
ON CONTRACT NO. 15-B-25**

**PORPOSED SETTLEMENT AGREEMENT ON RETAINAGE  
SIGNED BY SHC (MOTT) ON FEBRUARY 28, 2024**

**EXHIBIT 1**

**AUTHORIZATION TO SETTLE CLAIMS  
ON CONTRACT NO. 15-B-25**

**CERTIFICATION OF AVAILABILTY OF FUNDS**

**EXHIBIT 2**

**CONFIDENTIAL**

**Settlement on the Release of Retainage**

This "Settlement on the Release of Retainage" (hereinafter "Settlement") is made between the following:

Passaic Valley Water Commission ("PVWC")

- and -

Stone Hill Contracting Co., Inc. ("SHC")

**1. Background Information to Settlement.** The following is an integral part of the Settlement, and not a mere recital:

- a. The PVWC and SHC are parties to a construction contract referred to as "Water Storage Improvements, Phase I, Standby Emergency Generators, Contract No.: 15-P-25" ("Project"). The PVWC is the Owner, SHC is the Contractor, and CH2M (n/k/a Jacobs) is the Project Engineer. The Project is still ongoing as of the date of this Settlement.
- b. On July 14, 2023, SHC achieved substantial completion of the Project ("Substantial Completion").
- c. On January 8, 2024, SHC submitted a request for release of all but \$50,000 of retainage, which comes to a total of \$1,307,071.17.
- d. The Contract provides that retainage is not to be released until completion and acceptance of the work, which is scheduled to occur in or about June or July 2024 (NJEDA-DCBG-DR Administrative Manual, ¶ 19 at 108). However, retainage may be released ahead of final completion "[i]f delayed due to valid circumstances and the work is usable for its intended purpose by the owner." *Id.*
- e. The PVWC believes that it may have a claim against SHC for liquidated damages.
- f. SHC believes that it may have a claim against the PVWC for delay damages.
- g. Upon consideration of the issues, including the cost-savings in avoiding litigation, the Parties agree to the following terms of settlement:

**2. Payment Terms.** The PVWC shall release to SHC \$1,307,071.17 in retainage earned by SHC during the course of this Project within thirty (30) days of approval of this

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: **Stone Hill Contracting Co., Inc. for  
PVWC Contract 15-B-25**

Release of retainage (iBank Funded): \$1,307,071.17

1. Acct: # 001-0901-419-95-24 Capital/Reservoir Covers

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

Other comments:

Date of Certification: March 20, 2024



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**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:yw

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**RESOLUTION: 24-049**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: MARCH 27, 2024**

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

**WHEREAS**, prior to May 16, 2023, laboratory functions and water treatment operations were the responsibility of separate departments each with its own department head; and

**WHEREAS**, upon the recommendation of the Executive Director, the responsibility of supervising the laboratory along with oversight of the operations of the Little Falls Water Treatment Plant was consolidated under the current Water Superintendent; and

**WHEREAS**, the opportunity to integrate the laboratory functions and water treatment operations under the Water Superintendent title was unique due to the current Water Superintendent's extensive service and institutional knowledge within PVWC totaling almost thirty-five (35) years; and

**WHEREAS**, in recognition of the increased duties and responsibilities of the Water Superintendent, on May 24, 2023, the PVWC Board of Commissioners increased the salary range for the Water Superintendent title from \$147,000 - \$186,500 to \$180,000 - \$231,500; and

**WHEREAS**, for the purposes of succession planning and PVWC's future, it is necessary to recruit qualified and experienced candidates who hold the T4 license in the State of New Jersey for the title of Water Superintendent; and

**WHEREAS**, those future employees may not share the responsibility of supervising the laboratory and therefore, the prior salary range remains appropriate for certain applications of the Water Superintendent title.

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

1. There shall be two (2) local uses of the Water Superintendent title:

- a. Water Superintendent with Laboratory Supervision
- b. Water Superintendent

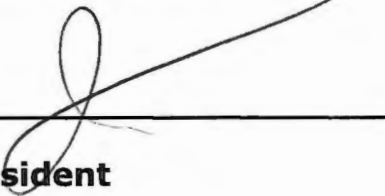
2. If PVWC elects to use the Water Superintendent title ("b") to promote or recruit T4 licensed candidates as part of a succession planning strategy, the applicable salary range will be the prior Water Superintendent range of \$147,000 - \$186,500.

3. 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.

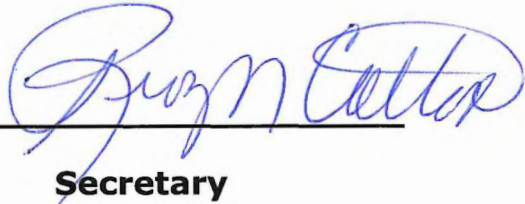
**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<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 RENSALIER, 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**

**JEFFREY LEVINE**

  
 \_\_\_\_\_  
**Secretary**

**RUBY N. COTTON**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy 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 March 27, 2024.

  
 \_\_\_\_\_  
**LOUIS AMODIO**

**Administrative Secretary**