



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #24-EXE-4

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: APRIL 25, 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: VAN RENSALIER 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:

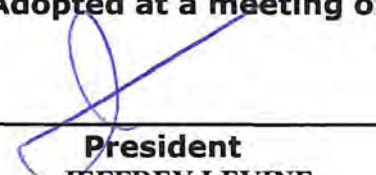
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting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

Second by COMMISSIONER: SANCHEZ Time: 10:22 a.m.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u> X </u>	_____	_____	_____
COTTON, R.	<u> X </u>	_____	_____	_____
SANCHEZ, R.	<u> X </u>	_____	_____	_____
KOLODZIEJ, J.	<u> X </u>	_____	_____	_____
FRIEND, G.	<u> X </u>	_____	_____	_____
DEPADUA, C.	<u> X </u>	_____	_____	_____
LEVINE, J.	<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 APRIL 25, 2024.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 24-050

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CONSULTING SERVICES FOR STAFFING AND RECRUITMENT**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 24-PA-01, "Consulting Services for Staffing and Recruitment" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from five (5) professional (or provider of extraordinary un-specifiable services) providers; and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for

responses for the Project, and a copy of PVWC's Memo including the Evaluation Matrix Summary is attached hereto as **Exhibit A**; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC Evaluation Matrix Summary, the firm of **Industrial Staffing Services, Inc. DBA Equiliem**, of East Brunswick, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received February 20, 2024 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$300,000.00 for the Awardee for services related to the Project, 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 B**; and

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

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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.

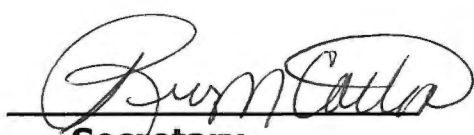
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

**PASSAIC VALLEY WATER COMMISISON
INTEROFFICE MEMORANDUM**

DATE: April 12, 2024
TO: J. Mueller
FROM: L. Bresemann
CC: S. Cohen
RE: Project No. 24-PA-01
Staffing & Recruiting

After receiving permission from the Board to solicit proposals, we received 5 submissions for the above-referenced project on February 20, 2024. I assigned five employees to the evaluating committee. The evaluations were completed today. Based on these evaluations, I recommend that we award this project to Equiliem, who scored the highest in the evaluations. Please see the results below:

Reviewer	Above & Beyond Talent Acquisition	Actalent	Equiliem	Radgov	The Good Job Company
1	305	435	875	500	450
2	770	490	920	540	735
3	395	290	780	445	395
4	570	625	715	285	379
5	455	240	550	355	560
Average Score	2495	2080	3840	2125	2519

EVALUATION AND RANKING METHODOLOGY

The methodology for evaluation and ranking shall include, but not be limited to, the following criteria:

Technical (50%)

1. Overall background, qualifications, skills and experience and specialized relevant experiences of the:
 - Firm
 - Project Manager
 - Project Team
2. Consultant client references for similar work.
3. Consultant's capacity to meet the requirements of the scope of work.

Managerial (45%)

1. Responsiveness of the proposal to the requested scope of work.
2. Firms' proper completion and execution of all required forms and attachments required for submittal of competitive bid proposal.
3. Other factors demonstrated to be in the best interests of PVWC (extended effort, added concepts for optional items, detail in proposal).

Price (5%)

1. Cost.

Ranking

PVWC will rank and score each criterion listed above using a sliding scale of 1 to 10 with 1 being the lowest (worst) score and 10 being the highest (best) score.

PVWC reserves the right to reject any or all proposals or to waive any informalities contained therein.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____ in the _____ of _____, County of _____; and State of _____;

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **24-PA-01** entitled "**CONSULTING SERVICES FOR STAFFING AND RECRUITMENT**" 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 & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated _____, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E **not to exceed \$300,000.00.**

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
President

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

RESOLUTION NO. 24-051

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-B-15 ENTITLED
"PATERSON AND PROSPECT PARK – CONCRETE RESTORATION"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, on April 23, 2024, seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-15 entitled "Paterson and Prospect Park – Concrete Restoration; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of D & L Paving Contractors, Inc. of Nutley, New Jersey (the "Awardee") with respect to said bid, in the amount of \$495,000.00 for a period of two (2) years; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of the said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

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

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto 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:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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FRIEND, G.	<u> X </u>	___	___	___
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Paterson & Prospect Park - Concrete Restoration

Contract # 24-B-15

Bid Tabulation Evaluation

Bid Opening Date: April 23, 2024 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
D & L Paving Contractors, Inc.	Certified Check	\$495,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
DLS Contracting	Certified Check	\$602,700.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20 K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
AA Berms	Certified Check	\$698,250.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20 K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Conquest	Certified Check	\$749,750.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> X		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Railroad Construction	Certified Check	\$1,108,250.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Zuccaro	Certified Check	\$1,514,500.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20 K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Michael Fitzpatrick	Certified Check	\$2,959,950.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 24-B-15
"Paterson and Prospect Park - Concrete Restoration"
D & L Paving Contractors, Inc.

Amount of Project or Contract:

NTE \$495,000.00

1. Acct: # 001-0901-419-95-05
CAPITAL/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
CAPITAL/2024-2026

Other comments: Two (2) Year Contract Extension Commencing April 2024

Date of Certification: April 24, 2024

Amount Certified: \$495,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-052

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-B-16 ENTITLED
"CLIFTON, PASSAIC, LODI AND NORTH ARLINGTON –
CONCRETE RESTORATION"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, on April 23, 2024, eight (8) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-16 entitled "Clifton, Passaic, Lodi and North Arlington – Concrete Restoration; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of D & L Paving Contractors, Inc., of Nutley, New Jersey (the "Awardee") with respect to said bid, in the amount of \$495,000.00 for a period of two (2) years; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of the said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

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

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto 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:11-1 et seq. and N.J.S.A. 19:44A-

20.7, and in accordance with said Response, as set forth hereinabove; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

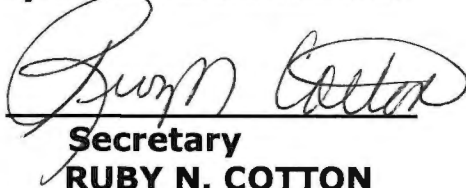
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Clifton, Passaic, Lodi & North Arlington - Concrete Restoration

Contract # 24-B-16

Bid Tabulation Evaluation

Bid Opening Date: April 23, 2024 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
D & L Paving Contractors, Inc.	Certified Check	\$495,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
CCM Contracting	Certified Check	\$513,000.00	<input type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20 K		<input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
DLS Contracting	Certified Check	\$602,700.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
AA Berms	Certified Check	\$679,450.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Conquest	Certified Check	\$692,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Railroad Construction	Certified Check	\$1,108,250.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
Zuccaro	Certified Check	\$1,429,500.00	<input checked="" type="checkbox"/> Business Registration Cert.
	Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input checked="" type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO

Title: Clifton, Passaic, Lodi & North Arlington - Concrete Restoration

Contract # 24-B-16

Bid Tabulation Evaluation

Bid Opening Date: April 23, 2024 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Mike Fitzpatrick	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed 20K	\$2,959,950.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety

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: Contract No. 24-B-16
"Clifton, Passaic, Lodi, and North Arlington -
Concrete Restoration"
D & L Paving Contractors, Inc.

Amount of Project or Contract:

NTE \$495,000.00

1. Acct: # 001-0901-419-95-05
CAPITAL/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
CAPITAL/2024-2026

Other comments: Two (2) Year Contract Extension Commencing April 2024

Date of Certification: April 24, 2024

Amount Certified: \$495,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-053

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE ONE (1) HIGH DENSITY STORAGE
SYSTEM UNDER NJ STATE CONTRACT**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSALIER**

WHEREAS, the Commission needs to procure one (1) High Density Storage System under New Jersey State Contract #A81729 for the Storeroom for the Distribution Department; and

WHEREAS, the New Jersey State Contract (the "State Contract") shall be used for the procurement of one (1) High Density Storage System needed to store parts and appurtenances for 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 storage system from Premier Business Solutions of Mountainside, New Jersey (the "Awardee") under the NJ State Contract, in the amount of \$93,493.92, 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 State Contract for procurement of the above-referenced storage system 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

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KO LODZIEJ, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DE PADUA, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </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 April 25, 2024.

LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Passaic Valley Water Commission
 800 Union Boulevard
 Totowa, NJ 07512

PRICE QUOTATION

Date: March 25, 2024

Name: Michael Marotta, CPWM

Dept: part storage department - Clifton

ITEM	QUANTITY	DESCRIPTION	PRICE	TOTAL
1	1	high density system with metal storage shelving and pull out drawers as per attached layout (3) movable ranges , rails, decking	list price	\$155,336.00
		(36) sections 36" w x 24" d x 76" h Each section has: (3) 6" d drawers with dividers (1) 3" d drawers with dividers (6) adjustable shelves includes direct freight and installation ships in 5-6 weeks ships in 8 weeks	discount 53%	\$82,328.08
	1	cage with slide and hing doors, laminate countertop	NET sub total	\$73,007.92
2	1	freight		included
3	1	installation includes reconfiguration of area, pallet rack /cabinets unload and reload of material/parts by other		\$20,486.00
		NJ State contract # A81729 NOTE: please make Purchase Order out to; Premier Business Solutions, Inc. 1091 Bristol Road Mountainside, NJ 07092	Total =	\$93,493.92



THANK YOU



sample photo

50% deposit , 25% before order ships and balance due at completion

If customer delays installation, balance is due 45 days after local area delivery. Storage charges will incur at this time. Subject to our credit approval, this quotation is made for immediate acceptance and is subject to change without notice. Deliveries are subject to delays from fire, strikes, other causes beyond our control. We reserve the right to correct clerical errors

Payment Options: We accept Visa/MasterCard/American Express . Leasing Options Available

Please sign and return to signify your acceptance.

By:

John Bilavsky

John Bilavsky

Premier Business Solutions, Inc.
 1091 Bristol Rd., Mountainside, NJ 07092
 Tel: 888-609-8812
 Federal ID # 13-3818317

Accepted By: _____

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:

Description of Project or Contract: NJ State Contract – Premier Business Solutions
Contract #A81729

Amount of Project or Contract:

\$93,493.92

1. Acct: # 001-0901-419-95-01
CAPITAL/Furniture & Fixtures
2. Specific Appropriation to which expenditures will be charged:
Capital 2024

Other comments: One Time Purchase Under NJ State Contract #A81729

Date of Certification: April 24, 2024

Amount Certified: \$93,493.92

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-054

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE THE SALE OF ITS SURPLUS PERSONAL
PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ON-LINE
AUCTION WEBSITE**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") is the owner of certain miscellaneous materials, vehicles, and equipment ("Surplus Personal Property") which PVWC has determined are no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of Surplus Personal Property no longer needed for public use through the use of an on-line auction service; and

WHEREAS, in accordance with N.J.S.A. 40A:11-36, a Public Notice (legal newspaper advertisement) informing the public as to the nature of the Surplus Personal Property being sold and how to obtain more information on the sale, will be published (and placed on PVWC's website), within the required time frames, and a copy of the Public Notice (with a general description of the Surplus Personal Property to be included in the auction) is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, pursuant to the Passaic County Cooperative Contract, PVWC will utilize the on-line services of GovDeals, Inc., 100 Capitol Commerce Blvd., Montgomery, AL 36117, Phone: (866) 377-1494; Fax: (334) 387-0519 located at www.GovDeals.com for conducting the sales; and

WHEREAS, the terms and conditions of the agreement entered into between GovDeals and PVWC, along with the agreed-to compensation to GovDeals, are available at www.GovDeals.com and a copy of the said agreement is on file and available for inspection at the office of the Administrative Secretary of PVWC; and

WHEREAS, the scheduled date and time for the auction, with items and/or groups of items as applicable, shall be as set forth in the Public Notice; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, sales shall be held not less than seven (7) days, nor more than fourteen (14) days after the latest publication of the Public Notice; and

WHEREAS, all sales will be made to the highest bidder, all sales shall be final, and all Surplus Personal Property will be sold "As Is-Where Is", free from any guarantee or warranty; and

WHEREAS, all Surplus Personal Property purchased will be required to be removed by the successful bidder(s) from PVWC's premises within ten (10) business days of the close of the auction, and any and all Surplus Personal Property not sold at the auction (or removed by the successful bidders within the stipulated time frame) shall subsequently be properly disposed of by PVWC personnel; and

WHEREAS, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids.

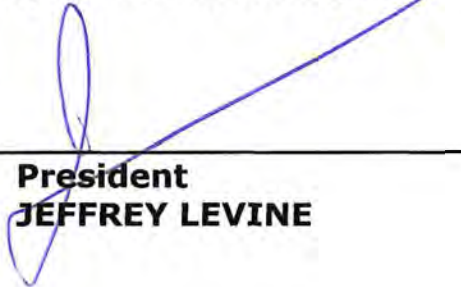
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. PVWC is hereby authorized to sell the Surplus Personal Property as generally described and set forth in the Public Notice attached hereto as **Exhibit A**, utilizing the on-line auction website entitled www.GovDeals.com; and
2. Said Public Notice shall be published in a newspaper circulating in the member municipalities of PVWC no earlier than seven (7) days nor no later than fourteen (14) days prior to said sale; and
3. That the appropriate officials and employees of the Commission are hereby authorized 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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

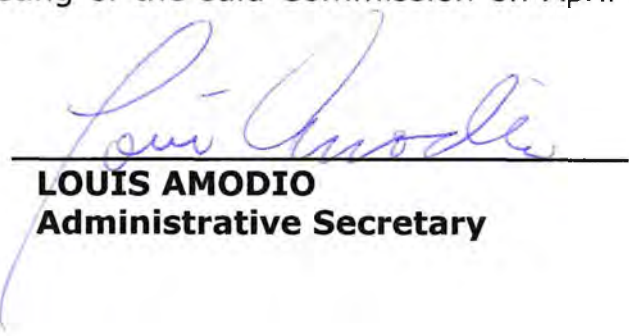


Secretary
RUBY N. COTTON

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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

SCHEDULE OF SURPLUS PROPERTY

List of Auction Items

Vehicles:

2005 Trailer	VIN# 4JASL18235G111383
2007 Trailer	VIN# 5LVBV10157A013148
2010 Dodge Avenger	VIN# 1B3CC4FDOAN197926

Construction Equipment:

1991 Case 621 ZF	Serial# 44526198
Vermeer Vac-Tron AIR833 SDT	Serial# 5HZBF1923ELFE2152
Wacker Tow Light	
1990 Case 888 Excavator.	Serial CGG0015538

RESOLUTION # 24-055

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 22-V-18
"FURNISH AND DELIVER POLYALUMINUM CHLORIDE"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, under Contract 22-V-18 "Furnish and Deliver Polyaluminum Chloride" (the "Contract"), USALCO, LLC of Baltimore, Maryland (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 May 25, 2022, under Resolution No. 22-059; 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 2-year contract, which is otherwise scheduled to end on May 24, 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, market research was conducted to ensure that the price per dry ton was fair and reasonable; 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 May 24, 2024 and ending on May 23, 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 not-to-exceed \$430,771.25; and

WHEREAS, a copy of the Vendor's correspondence (dated March 13, 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.

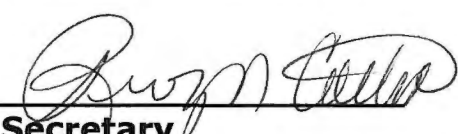
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	<u>X</u>	---	---	---
COTTON, R.	<u>X</u>	---	---	---
SANCHEZ, R.	<u>X</u>	---	---	---
KO LODZIEJ, J.	<u>X</u>	---	---	---
DE PADUA, C.	<u>X</u>	---	---	---
FRIEND, G.	<u>X</u>	---	---	---
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

CONTRACT EXTENSION
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT 22-V-18
FURNISH AND DELIVER POLYALUMINUM CHLORIDE

THIS AGREEMENT, made and entered into this 24th day of April in the year Two Thousand and Twenty-Four by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and USALCO, LLC with its' principal office at 2601 Cannery Avenue, in the City of Baltimore, and State of Maryland, 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 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 Contractor shall be required to maintain and extend as needed all Insurance required to be procured

by the Contractor 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 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:

Four Hundred Thirty Thousand Seven Hundred Seven-One Dollars and Twenty-Five Cents

(\$430,771.25) (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.

Passaic Valley Water Commission

President

Attest:

PVWC - Secretary

(Witness)

Date: _____

USALCO, LLC

(Contractor)

Attest:

(Witness)

Date: _____

EXHIBIT B

Bresemann, Lisa

From: Melanie Rock <mrock@usalco.com>
Sent: Monday, March 11, 2024 3:22 PM
To: Bresemann, Lisa
Subject: Renewal: Passaic Valley Water - NJ - Contract 22-V-18 - DeIPAC 2000 USALCO

Good afternoon, Lisa.

Thank you for doing business with us over the last term. Per the bid/contract, we are interested in renewing this contract for one year at the same terms, conditions, and pricing. I'm showing the effective date to be 5/25/2024.

Please let us know if you accept our request and we can move forward with the execution of an amendment. Feel free to let me know if you have any questions.

Best Regards,



Melanie Rock
Director of Contracts and Bids

2601 Cannery Avenue | Baltimore, MD 21226
P : 410.354.0100 x2406 | mrock@usalco.com
Learn more by visiting usalco.com

This email message and any attachments are confidential information of USALCO. The information is intended to be conveyed only to the designated recipient(s) of the message. If you are not an intended recipient, please notify the sender immediately and delete the message from your email system. Unauthorized use, dissemination, distribution, or reproduction of this message by other than the intended recipient is strictly prohibited and may be unlawful. If you have any concerns, please contact us at info@usalco.com

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 – 22-V-18
Furnish and Deliver Polyaluminum Chloride
USALCO, LLC

Amount of Project or Contract:

\$430,771.25– Contract Extension 22-V-18

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 April 2024

Date of Certification: April 24, 2024

Amount Certified: \$430,771.25

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-056

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 22-V-17
"FURNISH AND DELIVER HYDROGEN PEROXIDE"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSALIER**

WHEREAS, under Contract 22-V-17 "Furnish and Deliver Hydrogen Peroxide" (the "Contract"), Brenntag Northeast, LLC. of Reading, Pennsylvania (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 May 25, 2022, under Resolution No. 22-058; 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 2-year contract, which is otherwise scheduled to end on May 24, 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, market research was conducted to ensure that the price per gallon was fair and reasonable; 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 May 25, 2024 and ending on May 24, 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 \$46,500.00; 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 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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

CONTRACT EXTENSION
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT 22-V-17
FURNISH AND DELIVER HYDROGEN PEROXIDE

THIS AGREEMENT, made and entered into this 24th day of April in the year Two Thousand and Twenty-Four by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and Brenntag Northeast, LLC with its' principal office at 81 W. Huller Lane, in the City of Reading, County of Berks, and State of Pennsylvania, 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 seven hundred and thirty (730) 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 Contractor shall be required to maintain and extend as needed all Insurance required to be procured

by the Contractor 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 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:

Forty-Six Thousand Dollars and Zero Cents

(\$46,500.00) (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.

Passaic Valley Water Commission

President

Attest:

PVWC - Secretary

(Witness)

Date: _____

Brenntag Northeast, LLC

(Contractor)

Attest:

(Witness)

Date: _____

EXHIBIT B

Bresemann, Lisa

From: Kirsten J. O'Donnell/Northeast/Brenntag <Kirsten.O'Donnell@brenntag.com>
Sent: Wednesday, January 10, 2024 4:13 PM
To: Bresemann, Lisa
Cc: Kirsten J. O'Donnell/Northeast/Brenntag
Subject: RE: 22-V-17 Hydrogen Peroxide

Good afternoon

Brenntag would like to extend the Hydrogen Peroxide Contract 22-V-17 for an additional year (05/25/24-05/24/25) @ \$1.86/gallon

Thank you!

(Please note that my email address has changed. While emails will still be received at the old address, please update your records to reflect my new email address: Kirsten.O'Donnell@brenntag.com)

Kirsten O'Donnell
Municipal Bid Coordinator
Brenntag Northeast LLC



Brenntag Northeast LLC
81 W. Huller Lane
Reading PA 19605

Mobile: +1484-818-1687
E-Mail: Kirsten.O'donnell@brenntag.com
www.brenntag.com
[LinkedIn](#) · [Facebook](#) · [Twitter](#) · [YouTube](#)

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Monday, January 8, 2024 7:05 PM
To: Kirsten J. O'Donnell/Northeast/Brenntag <Kirsten.O'Donnell@brenntag.com>
Subject: 22-V-17 Hydrogen Peroxide

This Message Is From an External Sender

This message came from outside your organization.

Dear Kirsten,

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

Regards,

Lisa Bresemann
Purchasing Agent
Passaic Valley Water Commission
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 – 22-V-17
Furnish and Deliver Hydrogen Peroxide
Brenntag Northeast, LLC

Amount of Project or Contract:

\$46,500.00– Contract Extension 22-V-17

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 April 2024

Date of Certification: April 24, 2024

Amount Certified: \$46,500.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-057

**PASSAIC VALLEY WATER COMMISSION
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT WITH BRICK
TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR
ANALYTICAL LABORATORY SERVICES**

DATE OF ADOPTION: APRIL 25, 2024

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, the Passaic Valley Water Commission (the "PVWC") has authorized procurement of analytical laboratory services for Metals, Inorganics, Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's), MIB and Geosmin, and Chlorates, ("Laboratory Services") through a shared services agreement with the Brick Township Municipal Utilities Authority (the "Authority"); and

WHEREAS, a copy of a memorandum from PVWC's Laboratory Manager dated April 2, 2022 with attached correspondence from the Authority dated January 10, 2024, along with other relevant correspondence, are attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, Laboratory Services shall be provided by the Authority in accordance with the form of shared services agreement including Technical Specification Sections 02100, 02101, 02102 and 02103 (including agreed to modifications requested by the Authority, reviewed and agreed to by PVWC, and subsequently incorporated therein) attached hereto as **Appendix A** (collectively the "Shared Services Agreement"), and a copy of the Shared Services Agreement is attached hereto and made a part hereof as **Exhibit B**; and

WHEREAS, goods and services provided by the Authority and payment for same shall be in accordance with the Agreement with reimbursement to be on a take-and-pay basis, not to exceed a total of \$150,000.00 over the 2-year Term of the Agreement; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or Municipality, or any board, body, office, agency, or authority thereof, or any subdivision thereof; and PVWC and the Authority are such entities; and

WHEREAS, PVWC and the Authority have determined that the public health, safety, and welfare of the customers of PVWC and customers of the Authority can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Laboratory Services; and

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

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement with the Authority in connection with Laboratory Services; all as set forth hereinabove in a total amount not to exceed \$150,000; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intentions of this Resolution and the Shared Services Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u>X</u>	---	---	---
COTTON, R.	<u>X</u>	---	---	---
SANCHEZ, R.	<u>X</u>	---	---	---
KOLODZIEJ, J.	<u>X</u>	---	---	---
DEPADUA, C.	<u>X</u>	---	---	---
FRIEND, G.	<u>X</u>	---	---	---
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Executive Director
James Mueller

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

COMMISSIONERS

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

To: Commissioners **Date: 1/16/2024**
From: Wendy Simone, Water Superintendent
CC: James Mueller, PVWC
Lisa Breseman, PVWC
Re: Brick Township Municipal Utilities Authority Contract Renewal

Brick Township Municipal Utilities typically provides Passaic Valley Water Commission with a two-year service contract for mainly lead and copper analytical analysis. I've attached a spreadsheet of the cost and the analysis that they provide.

PVWC is presently working on getting the ICP-MS instrument back online so these procedures can be performed in house. Until the ICP-MS is back in service we will need Brick Township's help to complete these analyses.

Brick Township Municipal has been a trusted partner of PVWC for many years and has provided PVWC with exceptional services.

Brick Utilities Laboratory
2024 Analyses Prices

January 9, 2024

DRINKING WATER PARAMETERS

COST

Pricing:

Trihalomethanes (THMs)	\$70 per sample
Volatile Organic Compounds (VOCs)	\$90 per sample
Primary Inorganics	\$200 per sample
Secondary Parameters	\$300 per sample
Total Iron	\$18 per sample
Dissolved Iron	\$21 per sample
Total Manganese	\$18 per sample
Dissolved Manganese	\$21 per sample
Lead	\$18 per sample
Copper	\$18 per sample
Sodium	\$18 per sample
Bromate	\$60 per sample
Chlorate	\$60 per sample

Brick Utilities can manage the following analyses which will be hand delivered to the NJDEP certified laboratory Henderson Labs:

Cyanide (part of Inorganics)

MBAS (part of Secondary)

These parameters will be analyzed by a New Jersey State Certified Laboratory.

Please note:

Dissolved Iron and Manganese will need to be filtered before they are brought to the lab


Rush Samples:

Less than 14 calendar days: 2X the analysis price

Less than 7 calendar day: 3X the analysis price

Shipments, Pickups, and Deliveries:

Brick Utilities Laboratory no longer provides courier service to its clients. Clients may deliver samples or ship them to the lab but will do so at their expense.

Submitted By: 
Jennifer Bilello
Laboratory Supervisor
Brick Utilities

Brick Utilities Laboratory
2024 Analyses Prices

January 9, 2024

DRINKING WATER PARAMETERS

COST

Pricing:

Total Organic Carbon (TOC)	\$25 per sample
Dissolved Organic Carbon (DOC)	\$25 per sample
Chloride	\$15 per sample
Fluoride	\$15 per sample
Sulfate	\$15 per sample
Bromide	\$60 per sample
Nitrate	\$20 per sample
Nitrite	\$15 per sample
Orthophosphate via EPA 300.0 method (ppm)	\$15 per sample
Orthophosphate via SM 4500-P E (ppb)	\$20 per sample

Please note:

DOC will need to be filtered before they are brought to the lab
Bromide is analyzed by EPA method 300.1

Rush Samples:

Less than 14 calendar days: 2X the analysis price
Less than 7 calendar day: 3X the analysis price

Shipments, Pickups, and Deliveries:

Brick Utilities Laboratory no longer provides courier service to its clients. Clients may deliver samples or ship them to the lab but will do so at their expense.

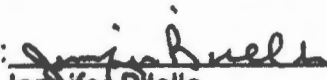
Submitted By: 
Jennifer Bilello
Laboratory Supervisor
Brick Utilities

EXHIBIT B

SHARED SERVICES AGREEMENT

Between

THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

And

PASSAIC VALLEY WATER COMMISSION

**For Analytical laboratory Services for Metals, Inorganics,
Volatile Organic Compounds (VOC's), Haloacetic Acids (HAA's),
Methyl Isoborneol (MIB), and Geosmin, and Chlorates**

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission" and/or "PVWC", and the Brick Township Municipal Utilities Authority having its principal office located at 1551 Highway 88 West, Brick, New Jersey 08724, which entity is a public body of the State of New Jersey, hereinafter referred to as "Authority" and/or "Contractor" (Commission and Authority are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission has decided to contract for Laboratory Services as set forth in the Technical Specifications Section 02100 entitled "Analytical Laboratory Services for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Lead, Copper, Primary Inorganics, Secondary Regulated Contaminants Using NJDEP Approved Methods", Technical Specifications Section 02101 entitled "Analytical Laboratory Services for Volatile Organic Compounds Using USEPA Method 524.2 and Haloacetic Acids Using EPA Method 552.2", Technical Specifications Section 02102 entitled "Analytical Laboratory Services for Methyl Isoborneol (MIB) and Geosmin", and Technical Specifications Section 02103 entitled "Analytical Laboratory Services for Analysis of Water Samples for Chlorate" (collectively referred to herein as the "Laboratory Services"), a copy of each of which is attached hereto as Appendix A to this Exhibit B, and made a part hereof, and the Authority is willing and able to provide the Laboratory Services to the Commission; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof, or any subdivision thereof; and PVWC and the Authority are such entities; and

WHEREAS, PVWC and the Authority have determined that the public health, safety, and welfare of the Customers of PVWC and Customers of the Authority can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Laboratory Services; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with any "agency or authority", inter alia, or subdivisions thereof, and PVWC and the Authority are such entities;

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Authority and the Commission, each for itself, its successors and assigns, if any, do mutually covenant, promise and agree as follows:

**ARTICLE I
DEFINITIONS**

SECTION 101 Definitions

The following definitions shall apply to and are used in this Agreement:

"Agreement" shall mean the shared services agreement by and between the Authority and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which the administrative offices of the Authority or the Commission are authorized or obligated by law to be closed.

"Effective Date of the Agreement" The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of any Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body having competent jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the Authority

and the Authority's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.

- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Services" shall mean the Services to be provided by the Authority as set forth in Article II.

"Term of the Agreement" (also referred to herein as "Term") shall mean the Term of the Agreement as set forth in Article III of this Agreement.

SECTION 102 Miscellaneous

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the words: "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree", "agreements", "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", unless the context specifies otherwise. Any consent or approval required of one of the Parties may be given by an authorized representative of that same Party and any notice or document required to be delivered to one of the Parties shall be delivered to an authorized representative of that same Party. All references to Articles, Sections, and Schedules shall, unless the context specifies otherwise, refer to this Agreement.

**ARTICLE II
SCOPE OF SERVICES**

SECTION 201 Services

As of the Effective Date of the Agreement, and during the Term of this Agreement, the Authority shall provide the Services as set forth herein.

- a) The Authority shall utilize whatever procedures, personnel, equipment and other resources as are necessary to properly perform Laboratory Services as set forth in this Exhibit B. The technical and other requirements, and stipulated quantities anticipated for the Term of Agreement, shall be as set forth in Technical Specifications Sections 02100, 02101, 02102, and 02103, each of which is attached hereto and made a part hereof as Appendix A.
- b) The Authority shall designate a qualified individual to handle questions, problems and inquiries relating to the Laboratory Services contemplated under this Agreement for the Commission to contact as needed.
- c) The Authority shall employ sufficient persons, to provide the Laboratory Services for the Term of the Agreement, as contemplated herein.
- d) During normal business hours, questions can be directed to Dr. David Prantis, or his successor, Laboratory Manager of the Commission at 973-237-2045.

ARTICLE III
COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

The Authority shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

SECTION 302 Term of Agreement

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of two (2) years commencing upon the Effective Date of the Agreement.

SECTION 303 Renewal

At least ninety (90) days prior to the end of the Term of the Agreement, the Authority shall notify the Commission whether the Authority is interested in renewing this Agreement as is or with modifications, or whether the Authority does not intend to re-engage with the Commission in this or similar agreement. If the Authority is interested in renewing this Agreement with modifications to the terms, the Authority shall specify in the same notice which terms it wishes to modify. This Agreement shall not automatically renew itself. However, should the Authority fail to serve upon the Commission the notice required by this provision in a timely manner, then the Term of the Agreement shall be extended by the number of days between the deadline required herein and the actual date of service of the notice upon the Commission, if any is served, but in no event longer than ninety (90) days.

ARTICLE IV
RESPONSIBILITIES OF THE AUTHORITY AND COMPENSATION

SECTION 401 Authority Responsibilities

The Authority shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

SECTION 402 Payments to the Authority

The Authority shall invoice the Commission on a monthly basis for actual Laboratory Services provided by the Authority pursuant to this Agreement. The Parties agree that, reimbursement to the Authority under this Agreement shall be based on the applicable unit prices for the various analyses set forth in Appendix A to this Exhibit B for those analyses ordered in writing by the Commission and satisfactorily performed by the Authority in conformance with Appendix A over the duration of the stipulated Term of Agreement set forth in Article III. The total amount subject to reimbursement to the Authority shall not exceed \$240,330.00. The Commission reserves the right to order some, all, or none of the various stipulated quantities at any time, or times, over the Term of the Agreement. The Authority agrees to make all reasonable efforts to coordinate the scheduling and completion of analyses to accommodate the Commission's requirements.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Laboratory Services rendered by the Authority under this Agreement.

ARTICLE V
AFFIRMATIVE ACTION REQUIREMENTS

SECTION 501 Affirmative Action

For purposes of this Section 501, both Parties shall comply with the requirements pertaining to contractor or subcontractor. 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.

SECTION 502 Incorporation of Legal Requirements

In the event that any contractual provisions which are required by law have been omitted, or in the event that this Agreement fails to properly incorporate the Affirmative Action Requirements of State law, then this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement.

ARTICLE VI INSURANCE REQUIREMENTS

SECTION 601 Comprehensive General Liability Insurance

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Authority, or any subcontractor or agent or anyone directly or indirectly employed by the Authority, or any and all of the Authority's subcontractors. The policy limits for such insurance shall be not less than \$3,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Party's policy. Policy limits may be supplemented by an excess liability policy or an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 602 Automobile Liability Insurance

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance of this Agreement. The limits of liability

shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional insured on the other Parties' policy. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 603 Workers Compensation Insurance

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Worker's Compensation Insurance, at the Statutory Limits, indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available insurance, or through self-insurance or joint insurance pools.

SECTION 604 Right to Subrogation

Each insurance policy required as set forth in this Article VI shall provide that neither Party, and neither of the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII
DEFAULT AND REMEDIES**

SECTION 701 Default by Any Party

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the Authority within thirty (30) days after receipt of the invoice. Material obligations directly relating to the health and safety of the public or employees shall require immediate, diligent, and expeditious action by the responsible Party notwithstanding the foregoing.

SECTION 702 Obligation to Perform

Notwithstanding termination pursuant to Article VIII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The Authority's liability for damages shall only occur in the event of the Authority's default.

SECTION 703 Non-Waiver

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.
2. Any payment made by the Commission to the Authority under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the Authority with respect to the Services performed pursuant to this Agreement.
3. Any service provided by the Authority to the Commission under the terms of this Agreement shall not be deemed a waiver of the Authority's rights to seek damages in

the event of a default by the Commission with respect to payment or the Commission's obligations pursuant to this Agreement.

**ARTICLE VIII.
TERMINATION**

SECTION 801 Termination

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

**ARTICLE IX.
EVENT OF FORCE MAJEURE**

SECTION 901 Event of Force Majeure

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. An event of force majeure which terminates the Authority's management and control of their operation would justify termination of this Contract. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the Authority or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE X
INDEMNIFICATION**

SECTION 1001 Indemnification

Each Party shall defend, indemnify and save harmless the other Party, and the other Party's officers, agents and employees and each and every one of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the officers, agents and employees of either the Commission or the Authority) resulting from any negligent act or omission or from the willful misconduct of the other Party or any of its officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE XI
ASSIGNMENT AND DELEGATION**

SECTION 1101 Assignment and Delegation

The Authority shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Commission, which may be withheld for any reason.

The Commission shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Authority, which may be withheld for any reason.

**ARTICLE XII
MISCELLANEOUS**

SECTION 1201 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Union County.

SECTION 1202 Independent Contractor

The Authority is and will perform its Services as an independent contractor for the Commission. Nothing in this Agreement shall be construed so as to render Authority an employee, agent, representative, joint venturer or partner of the Commission, and Authority shall not hold itself out to others in such capacity. Authority shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Commission. Authority shall have no authority to bind the Commission to contracts or to incur any other obligations on behalf of the Commission, and any such contracts or obligations entered into or incurred by Authority shall be void. Nothing in this Agreement shall be construed so as to render Commission an employee, agent, representative, joint venturer or partner of the Authority, and Commission shall not hold itself out to others in such capacity. Commission shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the Authority. Commission shall have no authority to bind the Commission to contracts or to incur any other obligations on behalf of the Authority, and any such contracts or obligations entered into or incurred by Authority shall be void.

SECTION 1203 Confidentiality

During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, (ii) required to be disclosed by law or legal process; or (iii) that a Party is not permitted to treat as confidential under the Open Public Records Act or similar laws.

SECTION 1204 Termination for Convenience

Either Party shall have the right and option to terminate this Agreement upon ninety (90) days written notice to the other Party.

SECTION 1205 Licenses, Permits and Approvals

In the event that any goods to be purchased or services to be provided with respect to this Agreement requires that one, or both, of the Parties possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, the said Party, or Parties, as applicable, shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

SECTION 1206 Authority to Enter Into Agreement

Each party represents that it has the corporate and statutory powers and authorization to enter into this Agreement as its legal and binding obligation, and that there is no pending or threatened litigation by or against it that will, or has the potential to, cause a material adverse impact on that Party's performance obligations under this Agreement.

SECTION 1207 Merger Clause

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

SECTION 1208 Binding Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective legal successors and assigns, if any.

SECTION 1209 Modifications

The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument duly approved and executed by each Party hereto.

SECTION 1210 Severability

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

SECTION 1211 Availability of Funds

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform the said Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

SECTION 1212 Notices

All notices and other communications given by either Party to the other Party shall be in writing and shall be deemed to have been given, if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, or sent by overnight courier, and properly addressed and directed to the Party to receive same at the applicable address set forth in this Agreement. Either Party may designate a change of address, or a different person or entity to which notices shall be given, by delivery of written notice to that effect to the other Party.

SECTION 1213 Filing of Agreement with the Division of Local Governmental Services

A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for informational purposes in accordance with N.J.S.A. 40A:65-4(3)b.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

ATTEST:

[Seal]

By: _____

**BRICK TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY**

By: _____

ATTEST:

[Seal]

By: _____

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

By: _____

JEFFREY LEVINE
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

BE IT REMEMBERED, that on this _____ day of _____, 20__, in the year Two Thousand and _____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JEFFREY LEVINE who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic Valley Water Commission, a Public Body of the State of New Jersey, a Party named in the within instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his name thereto as witness.

Subscribed and sworn to before me,
at _____, New Jersey
the date aforesaid

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF OCEAN :

BE IT REMEMBERED, that on this _____ day of _____, 20__, in the year Two Thousand and _____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the _____ of the Brick Township Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, a Party named in the within instrument; that _____ is the _____ of said Municipal Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Municipal Corporation; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said _____, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Municipal Corporation, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,
at _____, New Jersey
the date aforesaid

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT FOR
ANALYTICAL LABORATORY SERVICES**

**TECHNICAL SPECIFICATIONS
SECTIONS 02100, 02101, 02102 AND 02103**

("LABORATORY SERVICES")

APPENDIX A

SECTION 02100
ANALYTICAL LABORATORY SERVICES
FOR TOTAL IRON, DISSOLVED IRON,
TOTAL MANGANESE, DISSOLVED MANGANESE,
LEAD, COPPER, PRIMARY INORGANICS
SECONDARY REGULATED CONTAMINANTS
USING NJDEP APPROVED METHODS

1.01 GENERAL

- A. Furnish laboratory analysis of Total Lead and/or Total Copper in accordance with NJDEP Approved Methods for each analyte.
- B. Furnish Laboratory analysis of Total Iron and/or Total Manganese in accordance with NJDEP Approved Methods for each analyte.
- C. Furnish Laboratory analysis of Dissolved Iron and/or Dissolved Manganese in accordance with USEPA Approved Methods for each analyte.
- D. Furnish laboratory analysis for Primary and Secondary Regulated Inorganics in accordance with NJDEP Approved Methods for each analyte.
- E. Furnish Laboratory analysis for Bromate using USEPA Method 300.1. Vendor's laboratory MDL must meet the EPA/NJDEP low level requirements.
- F. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Some samples may be obtained from the Commission's source waters whereas other samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- G. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 5.8.405.0. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall work with Dr. David Pranita, Laboratory Manager, to coordinate the details of this electronic file transfer with appropriate representatives, defined by Dr. Pranita, from the LabWorks software provider. This does not exclude the Vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined in this Specification.
- H. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- I. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- J. Technical questions related to this Contract shall be addressed to Wendy Simone, Water Superintendent, at: 973-237-2044 (telephone), or, wsimone@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- K. The period of this Contract shall be as set forth in the Agreement.

1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

- A. The following information shall be submitted by the Vendor with the Proposal:
- B. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.

- C. Vendor's most recent Method Detection Limit (MDL) studies for each analyte included under this Contract.
- D. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- E. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- F. Documentation of an approved Quality Assurance Program (QAP) describing:
 - 1. Quality Assurance (QA) Policies
 - 2. QAP Organization and Responsibility
 - 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and
 - 4. Storage
 - 5. Sample Custody Procedures
 - 6. Analytical Procedures
 - 7. Calibration Procedures & Frequency
 - 8. Preventative Maintenance
 - 9. QA Checks and Routines to Assess Precision, Accuracy and MDLs
 - 10. Data Reduction, Validation and Reporting
 - 11. Corrective Action
 - 12. Performance Systems and Audits
 - 13. QA Reports to Management
 - 14. Complaints

1.03 SHIPMENTS, PICKUPS AND DELIVERIES

- A. The Vendor shall provide all sample containers, including: formal chain-of-custody forms, labels, sample bottles with preservatives as necessary, packing materials including ice packs, and shipping containers. The Vendor shall be responsible for disposal of entire contents of sample containers.
- B. The Vendor shall be responsible for disposal of entire contents of sample containers.
- C. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of the month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping
- D. The Vendor shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. At the Vendor's discretion, the Vendor may opt to pick up samples at the Commission location in lieu of shipping. If the Commission does not provide the required notice of changes to the shipping schedule, a rush charge will be applied to all samples that must be analyzed within 14 calendar days or less due to holding time limitations or regulatory requirements. The shipping costs for any shipping events not identified on the monthly sampling and shipping schedule or shipping events in excess of 2 events per week will be paid by the Commission. In the event that shipped samples are received above acceptable temperature levels due to improper sample shipping preparation, the Commission will pay the costs for shipping of such samples.

1.04 TECHNICAL SPECIFICATIONS

- A. The Vendor shall provide laboratory analysis of all water samples for Total Iron, Dissolved Iron, Total Manganese, Dissolved Manganese, Total Lead, Total Copper, Bromate, all Primary regulated contaminants and/or all Secondary regulated contaminants in accordance with NJDEP-approved test methods for which the Vendor holds NJDEP certification.

- B. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.
- C. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Vendor with the Proposal.
- D. The Vendor shall provide routine sample analysis results to the Commission via electronic mail within the calendar time stipulated below based on the date the Vendor receives the samples.
 - 1. 14 consecutive calendar days for all Iron, Lead, Copper, Primary or Secondary analyses;
 - 2. 7 consecutive calendar days for all Manganese analyses.
- E. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Dr. David Prantis, Laboratory Manager, 800 Union Blvd., Totowa, NJ 07512, within 48 hours of the electronic mail reporting.
- F. Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
 - 1. Report Title
 - 2. Purchase Order Number
 - 3. Vendor Contact Information
 - 4. Report Number
 - 5. Commission Contact Information
 - 6. Sample Identification
 - 7. Sample Collection Date/Time
 - 8. Sample Prep/Analysis Date/Time & Analyst Initials
 - 9. Test Method & Notation identifying any method deviations
 - 10. Test Result
 - 11. Test Reporting Units
 - 12. Method Reporting Limit (MRL)
 - 13. Signature and Title of the person(s) authorized to release final results
 - 14. Notation of results whose values are reported outside of quantification limits
- G. Hard copy sample reports shall include Quality Control information including MRL checks, matrix spike, matrix blank and matrix duplicates (and/or field duplicates). Results below the MRL shall also be reported and noted as being below the MRL. In addition, the Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- H. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms or other instrument printouts.
- I. The Commission reserves the right to verify performance of Vendor utilizing samples of known concentrations of any analytes being reported by Vendor.
- J. A portion of Lead and/or Copper testing may be required on a "Rush" basis. Rush requests must be completed, including all reporting described above, within five (5) working days of sample receipt by Vendor.
- K. Vendor shall bear full responsibility for any and all costs, fines and penalties associated with incorrect or late reporting of the required test results to the New Jersey Department of Environmental Protection. The Commission shall bear full responsibility for any and all costs, fines, and penalties associated with samples arriving to Vendor late (less than 2 weeks from the NJDEP reporting deadline and less than 1 week from the NJDEP reporting deadline for RUSH samples).

1.05 MEASUREMENT AND PAYMENT

- A. Anticipated quantities of analyses are as stipulated in Table 02100-3. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission reserves the right to order some, all, or none of the stipulated quantities listed in Table 02100-3, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- C. The Unit Price submitted shall be considered as complete and including all Work required under this Contract.
- D. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- E. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- F. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 calendar day time schedule.

TABLE 02100-1: Primary Inorganics

1074	Antimony
1005	Arsenic
1010	Barium
1075	Beryllium
1015	Cadmium
1020	Chromium
1024	Cyanide
1025	Fluoride
1035	Mercury
1036	Nickel
1045	Selenium
1085	Thallium

TABLE 02100-2: Secondary Parameters

2905	ABS/LAS
1927	Alkalinity
1002	Aluminum
1017	Chloride
1905	Color
1910	Corrosivity
1916	Hardness (as CaCO ₃)
1028	Iron
1032	Manganese
1920	Odor
1050	Silver
1055	Sulfate
1930	Total Dissolved Solids
1095	Zinc

TABLE 02100-3: Stipulated Quantities (Based on a Two-Year Period)

<i>Description</i>	<i>Stipulated Quantity</i>
Bromate	75
Primary Inorganics (entire set)	50
Secondary Parameters (entire set)	50
Total Iron	500
Soluble Iron	300
Total Manganese	500
Soluble Manganese	300
Lead – routine turnaround time	1,500
Lead – rush turnaround time (5 days)	200
Copper – routine turnaround time	1,500
Copper – rush turnaround time (5 days)	200

END OF SECTION 02100

SECTION 02101
ANALYTICAL LABORATORY SERVICES
FOR VOLATILE ORGANIC COMPOUNDS USING EPA METHOD 524.2
AND HALOACETIC ACIDS USING EPA METHOD 552.2

1.01 GENERAL

- A. Furnish laboratory analysis of Trihalomethanes (THMs) and other Volatile Organic Compounds (VOC's) in accordance with USEPA Method 524.2 "Measurement of Purgeable Organic Compounds in Water by Capillary Column Gas Chromatography/Mass Spectrometry".
- B. Furnish laboratory analysis of Haloacetic Acids (HAAs) in accordance with USEPA Method 552.2 "Determination of Haloacetic Acids in Drinking Water by Liquid-Liquid Extraction, Derivatization and Gas Chromatography with Electron Capture Detection".
- C. Water samples will be collected by staff of the Passaic Valley Water Commission, Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey. Samples may be obtained from intermediate unit treatment processes or finished drinking water sample locations.
- D. The Vendor shall be responsible for generating an appropriate electronic file, such that sample data generated can be electronically transferred and downloaded into PVWC's LIMS System. The current LIMS software version utilized by PVWC is Perkin Elmer Labworks ES Version 5.8. Electronic files shall be generated and delivered to PVWC for each sample set received. The Vendor shall coordinate the details of this electronic file transfer with appropriate representatives from the LabWorks software provider as specified by Dr. David Pranita, PVWC Laboratory Manager. This does not exclude the vendor from delivering hard copy analytical, QA/QC and NJDEP reports as outlined elsewhere in this specification.
- E. Vendor shall be responsible for performing electronic filing of test results on regulatory samples through the NJDEP "E2" reporting system at the request of the Commission.
- F. Vendor shall not subcontract the work described in this Contract to any laboratory that does not meet the requirements applicable to Vendor as laid out herein.
- G. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranita, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranita@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- H. The period of this Contract shall be as set forth in the Agreement.

1.02 INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

- A. The following information shall be submitted by the Vendor with the Proposal:
- B. Vendor's current NJDEP Annual Certified Parameter Listing (ACPL) and Certificate demonstrating that the Vendor is certified under the National Environmental Laboratory Accreditation Program (NELAP), or that the Vendor is certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses in general, and to perform USEPA Methods 524.2 and 552.2 specifically, for all drinking-water contaminants regulated by NJDEP to be analyzed by either of these methods.
- C. Documentation demonstrating Vendor's experience completing VOC and HAA analyses using USEPA Methods 524.2 and 552.2, respectively.
- D. Laboratory's most recent Method Detection Limit (MDL) study data obtained for VOC and HAA contaminants regulated by NJDEP. MDL studies must be conducted according to procedures laid out in Standard Methods for the Examination of Water and Wastewater, 20th Edition (1999).

- E. Vendor's Organizational Chart that identifies each administrative and laboratory staff member that the Vendor intends to utilize under this Contract. Include documentation to demonstrate each analyst's experience and capabilities in performing the required analyses using the specified analytical method.
- F. Provide an instrument inventory to identify each laboratory instrument used to perform analyses at the Vendor's laboratory that would be used to perform the analyses required under this Contract.
- G. Documentation of an approved Quality Assurance Program (QAP) including:
 1. Quality Assurance (QA) Policies
 2. QAP Organization and Responsibility
 3. QA Objectives, Sample Collection, Preservation, Identification, Handling and Storage
 4. Sample Custody
 5. Analytical Procedures
 6. Calibration Procedures & Frequency
 7. Preventative Maintenance
 8. QA Checks and Routines to Assess Precision, Accuracy and MDLs
 9. Data Reduction, Validation and Reporting
 10. Corrective Action
 11. Performance Systems and Audits
 12. QA Reports to Management
 13. Complaints

1.03 SHIPMENTS, PICKUPS AND DELIVERIES

- A. The Vendor shall provide all sampling and shipping materials, including formal chain-of-custody forms, labels, sample vials with preservatives as necessary, and packing materials including ice packs and shipping containers.
- B. The Vendor shall be responsible for disposal of entire contents of sample containers.
- C. The Commission will provide a sampling and shipping schedule to the Vendor on a monthly basis. The sampling and shipping schedule will specify sample shipment dates, number of samples, and analyses to be performed. The schedule will include no more than 2 sample shipment events per week. The schedule will be provided prior to the first day of each month. The Commission shall notify the vendor of changes to the shipping schedule via email a minimum of 48 hours prior to shipping.
- D. The Vendor shall pay costs for shipping the filled sample containers from the Commission to the Vendor in accordance with the monthly sampling and shipping schedule. The Vendor will accept shipped samples via Fed-Ex and/or UPS. At the Vendor's discretion, the Vendor may opt to pick up samples at the Commission location in lieu of shipping. If the Commission does not provide the required notice of changes to the shipping schedule, a rush charge will be applied to all samples that must be analyzed within 14 consecutive calendar days or less due to holding time limitations or regulatory requirements. The shipping costs for any shipping events not identified on the monthly sampling and shipping schedule or shipping events in excess of 2 events per week will be paid by the Commission. In the event that shipped samples are received above acceptable temperature levels due to improper sample shipping preparation, the Commission will pay the costs for shipping of such samples.

1.04 TECHNICAL SPECIFICATIONS

- A. Vendor shall provide laboratory analysis of all water samples for VOCs (including THMs) and HAAs in accordance with USEPA Methods 524.2 and 552.2, respectively, upon request by PVWC. PVWC requires the use of Methods 524.2 and 552.2 for continuity. Other analytical methods will not be considered acceptable for this Contract.
- B. The Vendor shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses.
- C. The Vendor shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which

quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Vendor with the Proposal.

- D. The Vendor shall provide sample analysis results to the Commission via electronic mail within 48 hours of the end of the analysis holding time, Mondays through Fridays inclusive, excluding Federal Holidays, or within 48 hours of the end of the calendar month, whichever is sooner.
- E. Vendor shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Vendor and mailed US Postal Service Priority Mail (or equivalent) in an opaque sealed envelope addressed to the attention of Mike Psota, PVWC Laboratory, 800 Union Blvd., Totowa, NJ 07512.
- F. Vendor shall accept liability for all fines levied on the Commission by the New Jersey Department of Environmental Protection for reporting errors, delays or failures attributable to Vendor's actions or failure to act. The Commission shall bear full responsibility for any and all costs, fines, and penalties associated with samples arriving to Vendor late (less than 2 weeks from the NJDEP reporting deadline and less than 1 week from the NJDEP reporting deadline for RUSH samples).
- G. Deliverables for Reports and Final Reports shall be submitted by the Vendor to the Commission and shall contain as a minimum each of the following elements:
 - 1. Report Title
 - 2. Purchase Order Number
 - 3. Lab Contact Information
 - 4. Report Number
 - 5. Commission Contact Information
 - 6. Sample Identification
 - 7. Sample Collection Date/Time
 - 8. Sample Extraction/Analysis Date/Time & Analyst Initials
 - 9. Test Method & Notation identifying any method deviations
 - 10. Test Result
 - 11. Test Reporting Units
 - 12. MRL for each analyte
 - 13. Printed Name, Signature and Title of the person(s) authorized to release final results
 - 14. Notation of results whose values are reported outside of quantification limits
- H. Hard copy sample reports shall include all Quality Control information called for by the EPA method being performed. Results below the MRL shall also be reported and noted as being below the MRL.
- I. Vendor shall submit MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
- J. Vendor's Minimum Reporting Limit (MRL) for all analytes reported using EPA Method 524.2 must be no greater than 0.50 µg/L.
- K. The Commission reserves the right to require Vendor to provide the Commission with copies of actual chromatograms of samples submitted by the Commission for analysis. Each such chromatogram must be signed in ink by the analyst.
- L. The Commission reserves the right to verify performance of Vendor through the use of samples of known analyte concentrations.
- M. The following analytes shall be required for each analysis:
 - 1. THMs by EPA Method 524.2:
 - a. Chloroform
 - b. Bromodichloromethane
 - c. Dibromochloromethane
 - d. Bromoform
 - e. Calculated total of the above four trihalomethanes in each sample
 - 2. VOCs by EPA Method 524.2: all compounds listed in Section 1.1 of EPA Method 524.2, rev. 4.1 (1995), except that any compound marked with an asterisk in Section 1.1 of the EPA Method, denoted as "New Compound in Revision 4.0",

may be omitted if Vendor cannot reliably meet Commission's requirements for MDL.

- 3. HAAs by EPA Method 552.2:
 - a. Monobromoacetic acid
 - b. Dibromoacetic acid
 - c. Monochloroacetic acid
 - d. Dichloroacetic acid
 - e. Trichloroacetic acid

1.05 MEASUREMENT AND PAYMENT

- A. Anticipated quantities of analyses are as stipulated in Table 02101-1. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Commission does not anticipate that the analyses will be required on a uniform schedule over the term of this Contract. The Commission reserves the right to order some, all, more, or none of the stipulated quantities listed in Table 02101-1, all at the Commission's sole discretion. Vendor shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred there from, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted by the Vendor shall be considered as having included disposal of sampling containers and said contents, including samples and preserved waste; and for providing all other goods and services necessary to complete the Work of this Contract.
- C. The analysis of a Field Blank being required by EPA Method 524.2 as a component of the Method's Quality Control parameters, Vendor shall analyze each Field Blank submitted by the Commission with one or more Field Samples at no charge to the Commission.
- D. The Unit Price submitted shall be considered as complete and including all Work indicated, specified or required by the Contract Documents or which can be reasonably inferred therefrom.
- E. In the event that sample re-testing and re-analysis is required due to error by the Vendor, its laboratory, or its shipping service provider, or any combination thereof, Vendor shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.
- F. Retests requested by the Commission that are not required due to error by the Vendor shall be billed at standard analytical service rates specified in this agreement.
- G. A "Rush" price will be applied for samples that require analysis and reporting before the standard 14 consecutive calendar day time schedule.

TABLE 02101-1: Stipulated Quantities (Based on a Two-Year Period)

1.	Trihalomethanes (THMs) analyses	500
2.	Volatile Organic Compounds (VOCs) analyses	150
3.	Haloacetic Acids (HAAs) analyses.....	500

END OF SECTION 02101

SECTION 02102
ANALYTICAL LABORATORY SERVICES
FOR METHYL ISOBORNEOL (MIB) AND GEOSMIN

1.01 GENERAL

- A. Furnish laboratory analysis of 2-Methyl Isoborneol (MIB) and Geosmin in accordance with Standard Method 6040D "Solid Phase Micro-extraction" for water samples collected by staff of the Passaic Valley Water Commission's (Commission's) Little Falls Water Treatment Plant, located at 800 Union Boulevard, Totowa, New Jersey, 07512. Some samples may be obtained from the Commission's source-waters whereas other samples may be obtained from finished drinking water sample locations.
- B. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranitis, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranitis@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- C. The period of this Contract shall be as stipulated in the Contract.

1.02 SHIPMENTS, PICKUPS, AND DELIVERIES

- A. Sampling kits shall include: formal chain-of-custody forms, labels, sample bottles, packing materials including ice packs, pre-addressed mailing labels and shipping containers, with instructions for use, so that samples shipped from PVWC will arrive at the Authority's laboratory below the USEPA required temperature limit of 10°C (50°F) in good condition. The Authority shall be responsible for disposal of sample waste and all costs expenses and fees related thereto.
- B. Authority shall utilize a shipping service provider that shall deliver and pick-up samples directly from the designated location at or in the Laboratory at the Little Falls Water Treatment Plant. Authority's shipping service provider shall pick up samples on the same day that the Commission calls for a pickup. Authority's shipping service providers that are unwilling or unable to make all deliveries to and pickups from the Laboratory at the Commission's Little Falls Water Treatment Plant any time during the term of the Contract will not be considered by the Commission to be acceptable. In any and all such events, Authority shall promptly replace said shipping service provider with a shipping service provider acceptable to the Commission and who shall provide required goods and services in conformance with the requirements of the Contract Documents. The Commission reserves the right to change the location for sample pick-up and/or delivery to an alternate location or locations at the Treatment Plant site from time to time during the term of the Contract. In the event that shipped samples are received above acceptable temperature levels due to improper sample shipping preparation, the Commission will pay the costs for shipping of such samples.

1.03 TECHNICAL REQUIREMENTS

- A. Authority shall provide laboratory analysis of all source-waters, partially treated and or finished potable water samples, for both MIB and Geosmin concentration, in accordance with Standard Method 6040D, "Solid Phase Micro-Extraction."
- B. The Authority shall be certified under the National Environmental Laboratory Accreditation Program (NELAP) or certified under the State of New Jersey's Environmental Laboratory Certification Program (ELCP), to perform Safe Drinking Water Act compliance analyses. This certification is to remain in effect during the term of this Contract. The Authority agrees to notify the Commission immediately upon any change to the certification status of Authority's laboratory.
- C. The Authority shall also have adequate documented experience completing MIB and Geosmin analyses using either Standard Method 6040D.
- D. The Authority shall operate under the directives of an approved Quality Assurance Program (QAP). The QAP shall define the performance criteria and support procedures by which quality analytical data are generated and shall be in compliance with the QAP previously submitted by the Authority with the Bid.

- E. The Authority shall provide sample analysis results to the Commission via electronic mail within 48 hours of sample receipt by the Authority's laboratory, Mondays through Fridays inclusive, excluding Federal Holidays. From time to time, and on a case-by-case basis, at the sole discretion of the Commission, Authority may be permitted to extend this required turn-around time for samples to a total of no more than 5 days. However, the Authority shall not extend said turn-around time without prior written approval from the Commission for each and every such request.
- F. Authority shall follow-up each electronic transmission with a hard copy certified, signed and dated by the Authority and mailed US Postal Service First Class in an opaque sealed envelope addressed to the attention of Andrea Giallorenzo, Senior Chemist, Passaic Valley Water Commission, 800 Union Boulevard, Totowa, New Jersey 07512.
- G. The Authority shall analyze up to a total of 12 samples per shipment within the 48-hour turn-around basis as described above.
- H. Deliverables for Reports shall be as follows:
 - 1. Final Reports shall be submitted by the Authority to PVWC and shall contain as a minimum each of the following elements:
 - a) Report Title
 - b) Purchase Order Number
 - c) Lab Contact Information
 - d) Report Number
 - e) Commission Contact Information
 - f) Sample Identification
 - g) Sample Collection Date/Time
 - h) Sample Preparation Date/Time and Analyst Identification
 - i) Sample Analysis Date/Time and Analyst Identification
 - j) Test Method and Notation identifying any method deviations
 - k) Test Result
 - l) Test Reporting Units
 - m) Minimum Reporting Limits for each analyte
 - n) Signature and Title of the person(s) authorized to release final results
 - o) Notation of results whose values are reported outside of quantification limits
 - 2. Hard copy sample reports shall include Quality Control information such as MDLs, matrix spike, matrix blank and matrix duplicates, and all other Quality Control data collected as required by Standard Method 6040D plus associated chapters. Results below the MDL shall also be reported and noted as being below the MDL.
 - 3. The Authority shall submit multi-point MDL studies data of content and form acceptable to the Commission on an annual basis for the duration of the Contract, including any and all approved extensions thereto.
 - 4. The Commission reserves the right to require Authority to provide the Commission with copies of actual chromatograms, for potential future identification of any other major peaks that may be considered as contributory to taste-and-odor in the source of finished waters.

1.04 MEASUREMENT AND PAYMENT

- A. Anticipated quantities of analyses are as stipulated in the Agreement and outlined in the sample matrix table included in Table 1 entitled "MIB/Geosmin Sample Matrix – 24-Month Testing Schedule" as specified herein, and a copy of Table 1 is attached hereto and made a part hereof. The Commission reserves the right to adjust the number and frequency of samples on an as-required basis. The Authority shall provide all goods and services as specified or required by the Contract Documents, or which can be reasonably inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price set forth in the Agreement shall be considered as having included sampling kits with formal chain of custody forms, labeling, sample bottles, packing materials and ice packs; furnishing and shipping empty containers to the Commission and

shipping samples to the Authority for testing; handling, analyses including 48-hour analysis turn-around as specified elsewhere herein, and disposal of all waste from sampling, preservation and analysis; and providing all other goods and services necessary to complete the Work of this Contract. All shipping shall be included in said Unit Price and shall include postage (US Postal Service First Class, or approved equal), pickup and delivery service with all deliveries and pickups to be directly to and from the designated location in or at the Commission's Laboratory in the Control Building at the Commission's Little Falls Water Treatment Plant.

- C. The Unit Price shall be considered as complete and including all Work required under this Contract. Each analysis shall consist of one combined MIB and Geosmin analysis, and the quantities stipulated in the Agreement are based on the anticipated total number of combined analyses. For example, one combined analysis for both MIB and Geosmin is counted as one analysis. In the event that sample re-testing and re-analysis is required due to error by the Authority, its laboratory, or its shipping service provider, or any combination thereof, Authority shall perform any and all required re-testing and re-analysis and shall bear any and all related costs for same.

END OF SECTION 02102

TABLE 1: MIB/GEOSMIN SAMPLE MATRIX–24-MONTH TESTING SCHEDULE

24-Month Testing Schedule	Untreated Water			Partially Treated Water			Finished Water				Total Samples per Month
	101	612	100	Clarifier Train Effluent	Ozone Contactor Effluent	Filter Effluent	LFWTP	Wanaque North	Mixed Supply	Distribution System Sample	
SEPTEMBER	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
OCTOBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
NOVEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
DECEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
JANUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
FEBRUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MARCH	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
APRIL	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MAY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
JUNE	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
JULY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
AUGUST	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
SEPTEMBER	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
OCTOBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
NOVEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
DECEMBER	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
JANUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
FEBRUARY	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MARCH	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
APRIL	-	-	1/mo	-	-	-	1/mo	1/mo	-	1/mo	4
MAY	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
JUNE	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
JULY	1/mo	1/mo	1/wk=4	1/mo	1/mo	1/mo	1/wk=4	1/wk=4	1/mo	1/wk=4	22
AUGUST	1/mo	1/mo	1/wk=5	1/mo	1/mo	1/mo	1/wk=5	1/wk=5	1/mo	1/wk=5	26
										Total:	296

Notes: 1. Actual starting month for Table 1 will be based on the actual commencement date of the Contract and may shift based on said Contract commencement date. In such case, total samples per each subsequent month beyond the last month listed in Table 1 will be the same as the total samples per month stipulated for the corresponding month of the prior year. This will also apply for any and all approved extensions to the Contract.

2. Sampling locations designated in Table 1 under the heading "Raw Unfinished Water" for Commission designation 101, 612, and 100 refer to Little Falls Water Treatment Plant Head-gate; Pompton River at Wanaque South Pump Station; and at Little Falls Water Treatment Plant intake, respectively.

SECTION 02103
ANALYTICAL LABORATORY SERVICES
FOR ANALYSIS OF WATER SAMPLES FOR CHLORATE

1.01 GENERAL

- A. The Authority shall perform laboratory determination of Chlorate in water samples for PVWC.
- B. The Authority shall furnish laboratory analysis of all water samples (typically finished or partially treated drinking water) for chlorate content, in accordance with EPA Method 300.0, Method 300.1 or equivalent method recognized by the NJDEP.
- C. The Authority's laboratory shall be, and maintain, its New Jersey Department of Environmental Protection (NJDEP) certified laboratory status and certified by NJDEP to perform testing in water for Chlorate. Alternative certification by the USEPA to perform water testing under the UCMR-3 program is also satisfactory.
- D. Authority's pricing shall remain in effect for the duration of the Contract. The number of samples is estimated to be up to twenty (20) per year during the term of this Contract. Reimbursement to the Authority will be on a "take and pay" basis where PVWC reserves the right to order all, same, or none of the stipulated quantities set forth herein.
- E. Technical questions related to this Contract should be addressed to either of the following Commission contacts: Dr. Pranitis, Laboratory Manager, at: 973-237-2045 (telephone), 973-237-2025 (facsimile), dpranitis@pvwc.com (e-mail); or Mike Psota, Senior Chemist, at: 973-237-2048 (telephone), 973-237-2025 (facsimile) or mpsota@pvwc.com (email).
- F. The period of this Contract shall be as set forth in the Agreement.

1.02 SHIPMENTS, PICKUPS AND DELIVERIES

- A. The Authority shall provide sample collection containers, associated sampling materials and instructions, and shipping materials for PVWC to use for this Work.
- B. PVWC will deliver samples to the Authority's laboratory at Authority's expense, using Authority's specified means of shipping. Authority may pick up the samples at PVWC's facility at PVWC's Little Falls Water Treatment plant, Totowa, NJ at the Authority's discretion. In any case all holding times and temperatures specified in the quoted method must be maintained. In the event that shipped samples are received above acceptable temperature levels due to improper sample shipping preparation, the Commission will pay the costs for shipping of such samples.
- C. The Vendor shall be responsible for disposal of sample container, preserved sample and any associated waste products generated during analysis, and all other contents of sample container.

1.03 TECHNICAL SPECIFICATIONS

- A. Deliverables for Reports shall be delivered to the Commission as follows:
 - 1. Final Signed Reports including associated quality control data shall be submitted by the Vendor to the Commission, to the attention of David Pranitis, 800 Union Blvd, Totowa, New Jersey, 07512, and shall contain as a minimum each of the following elements:

- a) Report Title
 - b) Purchase Order Number
 - c) Lab Contact Information
 - d) Report Number
 - e) Client Contact Information
 - f) Sample Identification
 - g) Sample Collection Date/Time
 - h) Sample Analysis Date/Time & Analyst Initials
 - i) Test Method & Notation identifying any method deviations
 - j) Test Result
 - k) Test Reporting Units
 - l) Test MRL
 - m) Associated Quality Control data
 - n) Signature and Title of the person(s) authorized to release final results.
- B. All deliverables shall be delivered to the Commission by no later than the 14th calendar day from the delivery date of the sample(s) to the Vendor, inclusive of weekends and holidays. This can be achieved via electronic mail or facsimile delivery with follow up hard copy delivered by the 21st day.
- C. Invoices shall be submitted by the Vendor to the Commission at P.O. Box 230, Clifton, New Jersey, 07011, attention: Accounts Payable.
- D. Vendor shall not be permitted to subcontract the quoted work out to any other laboratory without prior written permission from PVWC. Vendor shall only subcontract to a laboratory that is an NJDEP-certified Laboratory and certified to conduct the analysis requested. Vendor shall provide proof of certification for subcontract Laboratory for the time period under which the subcontracted Laboratory will be analyzing samples for PVWC. Sample turn-around time as stipulated shall be met and required deliverables as follows shall be provided to PVWC.

1.04 MEASUREMENT AND PAYMENT

- A. PVWC reserves the right to adjust the number and frequency of samples on an as-required basis. Vendor shall provide all goods and services as specified or required by the request for price quote, or which can be reasonably inferred therefrom, for the duration of the Contract, including any and all approved extensions thereto.
- B. The Unit Price submitted by the Vendor shall be considered as having included all items discussed in this document including any quality control analyses that may be required by the quoted method.

END OF SECTION 02103

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES FOR ANALYTICAL
LABORATORY SERVICES**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

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: Shared Service Agreement
Brick Township Municipal Utilities Authority

Amount of Project or Contract:

NTE \$150,000.00

1. Acct: # 001-3502-425-70-03
PURCHASES/Lab Water Analysis
2. Specific Appropriation to which expenditures will be charged:
Budget/2024- 2026

Other comments: Shared Service Agreement – Water Analysis

Date of Certification: April 24, 2024

Amount Certified: \$150,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-058

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 22-B-2
"TANK INTEGRITY TESTING"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, under Contract 22-B-2 "Tank Integrity Testing" (the "Contract"), TTI Environmental, Inc. of Moorestown, 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 May 25, 2022, under Resolution No. 22-057; 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 2-year contract, which is otherwise scheduled to end on May 24, 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 2-year period of time beginning May 25, 2024 and ending on May 24, 2026; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby reestablished for this 2-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 two-year total contract amount of \$109,137.00; and

WHEREAS, a copy of the Vendor's correspondence (dated March 13, 2024) agreeing to a 2-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:

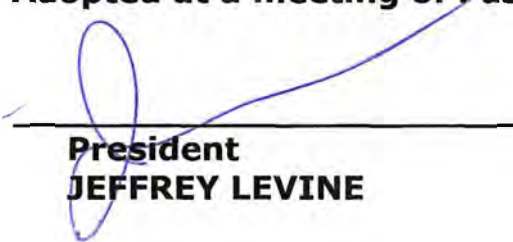
1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in 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.

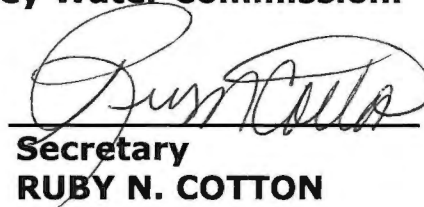
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

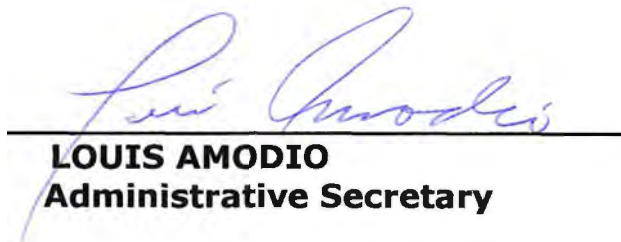


Secretary
RUBY N. COTTON

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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

CONTRACT EXTENSION
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT 22-B-2
TANK INTEGRITY TESTING

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 "Commission" and TTI Environmental, Inc., with its' principal office at 1253 North Church Street, in the Township of Moorestown, County of Burlington, 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, equipment and labor necessary to perform all of the work described in the Technical Specifications and Plans (if any), or which can be reasonably inferred therefrom, except such as may be hereinafter specifically excluded for the contract listed above; all in accordance with the requirements and provisions of the Contract Documents which include the following: (a) all of the "Bidding Documents" including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of Contract, the Supplementary Conditions (if any), General Conditions, Performance Bond (if any), One Year Maintenance Bond (if any), Technical Specifications, Drawings (if any), and Addenda, (b) this signed Contract, and (c) the Contractor's Bid Submission, including but not limited to its completed Form of Proposal, Performance Bond and other forms.

ARTICLE II - Time of Completion and Contract Extension

- (a) The work to be completed under this Contract shall be commenced within thirty (30) days after the Effective Date of the Contract or as specified in the Notice to Proceed.
- (b) The period of the Contract shall be seven hundred thirty (730) 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.
- (c) 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.

- (d) The Contractor shall be required to maintain and extend as needed all Insurance required to be procured by the Contractor pursuant to the Contract Documents throughout the duration of the Contract.
- (e) 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 Contract Documents.

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:

One Hundred and Nine Thousand One Hundred Thirty-Seven Dollars and Zero Cents

(\$109,137.00) (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.

The various rights, remedies, options, and elections of the Commission shall be cumulative, and in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Commission, all of which rights are remedies are fully reserved unless specifically waived. The failure of the Commission to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Commission for recovery of damages or otherwise, in the event of default by the Contractor.

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.

Passaic Valley Water Commission

President

Attest:

PVWC - Secretary

(Witness)

Date:

TTI ENVIRONMENTAL, INC.

(Contractor)

Attest:

(Witness)

Date

EXHIBIT B

Bresemann, Lisa




From: Karen Buniak <karenb@ttienv.com>
Sent: Thursday, March 14, 2024 10:23 AM
To: Bresemann, Lisa
Subject: RE: Contract 22-B-2 - Tank Integrity Testing

Hi Lisa:

TTI would be welcome a contract extension of two years.

Thank you,

Karen Buniak, F. SAME
Vice President, Business Development
TTI ENVIRONMENTAL, INC.
1253 North Church Street, Moorestown, NJ 08057

p 856-840-8800 x 14 | f 856-840-8815 | c 609-220-6417 | www.ttienv.com |   



Providing Environmental Solutions since 1985

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Wednesday, March 13, 2024 12:39 PM
To: Karen Buniak <karenb@ttienv.com>
Subject: Contract 22-B-2 - Tank Integrity Testing

*****CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.***

Karen,

The above-referenced contract is due to expire on May 25, 2024. We are permitted to offer an extension of this contract by two 1-year periods or one 2-year period. As such, I am inquiring as to whether you would be agreeable to extending this contract for a period of two years? As we have previously discussed, there is no performance bond necessary.

Thank you for your attention in this matter.

Regards,

Lisa Bresemann
Purchasing Agent
Passaic Valley Water Commission
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
Contract 22-B-02 Tank Integrity Testing
TTI Environmental, Inc.

Amount of Project or Contract:

NTE \$109,137.00

1. Acct: # 001-2002-423-45-05
OUTSIDE CONTRACTORS/Chemical Storage Integrity Test
2. Specific Appropriation to which expenditures will be charged:
Budget/2024- 2026

Other comments: Two (2) Year Contract Extension Commencing April 2024

Date of Certification: April 24, 2024

Amount Certified: \$109,137.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-059

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 22-P-80
"ELECTRONIC AND CREDIT CARD PAYMENTS"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSALIER**

WHEREAS, Project No. 22-P-80 entitled "Electronic and Credit Card Payments" (the "PROJECT"), was awarded to CARDChoice Merchant Services, LLC. (CARDChoice) of Fairfield, New Jersey (the "AWARDEE") at PVWC's Commission Meeting of April 26, 2023, with a reimbursement to be on a Take-and-Pay, Time-and Materials basis, not to exceed \$332,500 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; 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, CARDChoice has, and continues to, provide professional services related to the Project consistently, reliably, effectively and efficiently, and continuation of these services is necessary for CARDChoice to continue assisting PVWC in their daily billing payment processing operations; and

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

WHEREAS, a copy of the Vendor's correspondence (dated March 18, 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

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u> X </u>	___	___	___
COTTON, R.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___
KOLODZIEJ, J.	<u> X </u>	___	___	___
DEPADUA, C.	<u> X </u>	___	___	___
FRIEND, G.	<u> X </u>	___	___	___
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

CONTRACT EXTENSION OF ONE YEAR

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 2024 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 CARDChoice Merchant Services, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 9 Law Drive, Fairfield, New Jersey 07004.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number 22-P-80 entitled "Electronic and Credit Card Payments" (hereinafter the "PROJECT"); and

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

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE

without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the QUALIFICATIONS not to exceed \$332,500.00.

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
- F. Environment Liability (not applicable)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CARDCHOICE MERCHANT SERVICES, LLC

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

EXHIBIT B

Bresemann, Lisa

From: Ray McGrogan <rmcgrogan@cardchoice.com>
Sent: Monday, March 18, 2024 12:42 PM
To: Bresemann, Lisa
Cc: Kelly, Lindsay; Steve Kleinberg
Subject: Re: Extension of Agreement - 22-P-80

Hello Lisa,
Yes, we are good with extending the contract for one year. Thank you.

Ray McGrogan

President / CEO

CardChoice International

Tel: (866) 350-3200 Ext-2248

9 Law Drive | Fairfield | NJ | 07004

rmcgrogan@cardchoice.com | www.cardchoice.com

[To schedule a meeting please click here](#)

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Monday, March 18, 2024 12:39 PM
To: Ray McGrogan <rmcgrogan@cardchoice.com>
Cc: Kelly, Lindsay <lkelly@PVWC.com>
Subject: Extension of Agreement - 22-P-80

Good afternoon Ray,

As you are aware, our contract with CARDChoice is coming to an end. We would like to know if you are possibly amenable to extending this contract for a period of one year. If you are agreeable to this, kindly indicate this in writing as soon as possible.

Regards,

Lisa Bresemann

Purchasing Agent

Passaic Valley Water Commission

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- Contract No. 22-P-80
"Electronic & Credit Card Payments"
CARDChoice Merchant Services, LLC

Amount of Project or Contract:

NTE \$332,500.00

1. Acct: # 001-0601-416-72-25
Credit Card Fees
2. Specific Appropriation to which expenditures will be charged:
Budget/2024-2025

Other comments: One (1) Year Contract Extension Commencing April 2024

Date of Certification: April 24, 2024

Amount Certified: \$332,500.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION #24-060

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACTS FOR
"PROFESSIONAL LEGAL SERVICES"**

DATE OF ADOPTION: APRIL 25, 2024

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, the Passaic Valley Water Commission ("PVWC") has previously solicited law firms to provide professional services (or extraordinary unspecifiable Services); and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, by way of Resolution on July 23, 2023, PVWC awarded legal contracts; and

WHEREAS, as stated in said Resolution, PVWC retains the authority to retain additional outside professional legal counsel should such need be determined; and

WHEREAS, PVWC has determined that there is a need to retain an additional law firm with collection experience to assist with collecting delinquent accounts.

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

1. That PVWC hereby awards the law firm of Celentano, Stadtmauer & Walentowicz, LLP with a Contract for Project No. 23-PL-04, at the following rates: (a) If the firm collects without instituting litigation - 15% of the amount collected, with a cap of \$5,000.00 per claim; (b) If a lawsuit is filed - 25% of amount collected, with a cap of \$20,000.00, plus disbursements.

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u> X </u>	___	___	___
COTTON, R.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___
KOLODZIEJ, J.	<u> X </u>	___	___	___
DEPADUA, C.	<u> X </u>	___	___	___
FRIEND, G.	<u> X </u>	___	___	___
LEVINE, J.	<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 April 25, 2024.



LOUIS AMODIO
Administrative Secretary