



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #24-EXE-9

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: SEPTEMBER 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: DEPADUA offers the following Resolution for adoption:

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

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

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

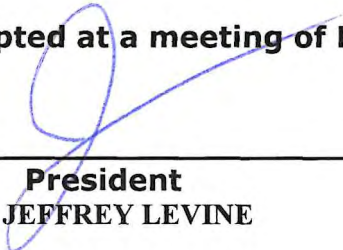
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting 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: 10:42 a.m.

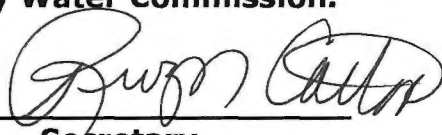
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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>	___	___	___
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.

RESOLUTION # 24-095

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-V-01
ENTITLED "PITCHER FILTER AND CARTRIDGE REPLACEMENT
PROCUREMENT UNDER PVWC'S LEAD SERVICE LINE
REPLACEMENT PROGRAM"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

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

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on August 6, 2024, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-V-01 entitled "Pitcher Filter and Cartridge Replacement Procurement Under PVWC's Lead Service Line Replacement Program"; and

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

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

WHEREAS, the responsible responsive bid submitted for this contract was that of Ferguson Waterworks of Howell, New Jersey (the "Awardee") with respect to said bid, in the amount of \$96,810.00; and

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

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

1. That for Contract No. 24-V-01 entitled "Pitcher Filter and Cartridge Replacement Procurement Under PVWC's Lead Service Line Replacement Program" in the total amount of \$96,810.00 in connection with the above-described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 24-V-01 as set forth hereinabove.

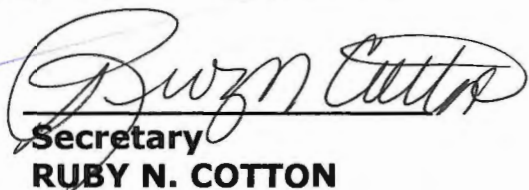
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

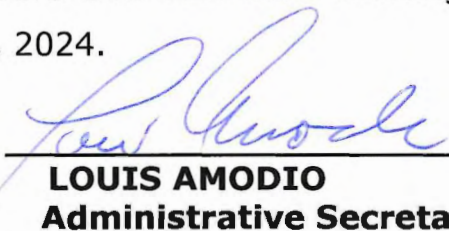


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Pitcher Filter & Cartridge Replacement Procurement Under PVWC's Lead Service Line Replacement Program

Contract # 24-V-01

Bid Tabulation Evaluation

Bid Opening Date: August 6, 2024 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferguson Waterworks 507 Oak Glen Road Howell, NJ 07731	<input type="checkbox"/> Certified Check	\$96,810.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
TruePani, Inc. 9041 Executive Park Drive Suite #125 Knowville, TN 37923	<input type="checkbox"/> Certified Check	\$153,000.00	<input type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 24-V-01
"Pitcher Filter & Cartridge Replacement"
Ferguson Waterworks

Amount of Project or Contract:

\$96,810.00 - Contract 24-V-01

1. Acct: # 001-0901-419-95-46
CAPITAL/LEAD SERVICE REPLACEMENTS
2. Specific Appropriation to which expenditures will be charged:
2024/2025

Other comments: One Year Commencing in September 2024

Date of Certification: September 25, 2024

Amount Certified: \$96,810.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-096

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT 24-C-03 ENTITLED
"PAYMENT SERVICE PROVIDER"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has embarked on a project to procure a new Payment Service Provider to deliver significantly increased business functionality, improve responsiveness to customers, introduce substantial business improvements, and result in technology that can be embraced by PVWC's workforce and our customers; and

WHEREAS, the procurement process for the new system was conducted in accordance with the State of New Jersey Competitive Contracting Process (N.J.S.A. 40A:15-4.1 et seq.); and

WHEREAS, following previous authorization by PVWC, and 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, on June 27, 2024, PVWC received five (5) proposals for Contract No. 24-C-03 "Competitive Contracting Procurement of Payment Service Provider" (the "Contract"); and

WHEREAS, PVWC's Technical Advisory Committee, along with the assistance of CGI Technologies and Solutions, Inc., "CGI" the consultant retained by PVWC for this Project, reviewed the bid proposal packages utilizing the previously weighted evaluation criteria set forth in the Contract, and two(2) responders were shortlisted for

further review, and to respond to PVWC's requests for questions and provide demonstrations of their services regarding their bid proposals; and

WHEREAS, following evaluation of demonstrations, the most responsive bid proposal submitted for this Contract, price and other factors considered, was that of Paymentus Corporation "Paymentus" of Charlotte North Carolina (the "Awardee"); and

WHEREAS, PVWC is desirous of awarding a three (3) year contract to Paymentus for these services; and

WHEREAS, PVWC has determined that based on the current usage of electronic payments that has been increasing steadily, the cost for Paymentus' services, in accordance with their proposal over a period of three years, shall result in a cost of \$600,000.00 per year for a total Not-to-Exceed of \$1,800,000.00; and

WHEREAS, the Director of Purchasing has submitted a memo, which includes the evaluation matrix, recommending award of Contract 24-C-03 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 attached hereto as **Exhibit B**.

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid proposals and qualifications of bidders therefor; and

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-20.5, 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

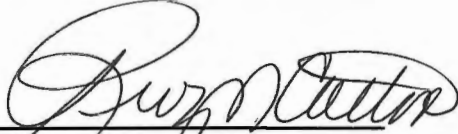
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

DATE: September 16, 2024
 TO: J. Mueller
 FROM: L. Bresemann
 RE: Contract No.: 24-C-03
 Entitled "Payment Service Provider"

After receiving permission from the Board to solicit proposals, we received five (5) submissions for the above-referenced project. Seven people were assigned to the evaluating committee, and were assisted by CGI Technologies and Solutions, Inc. Based on the review of the proposals by CGI, two firms who best met our criteria were shortlisted for further evaluation. Each of the two firms selected gave presentations to the evaluating committee where they were able to highlight their skills and provide answers to a set of questions prepared by the evaluating committee. Based on the proposals and the presentations, the evaluation committee arrived at the weighted scores listed below. Based on those scores, it is recommended that Paymentus Corporation be awarded this project at a cost not-to-exceed \$1,800,000.

Reviewer	Paymentus	Invoice Cloud.
1	1000	590
2	970	490
3	965	790
4	850	660
5	1000	560
6	930	820
7	820	725
Cost	Echecks/ACH \$.037 Qualified Credit/Debit Cards & Digital Wallets \$1.57	ACH .35 + 2% Credit/Debit .35 + a separate vendor fee
Average Score	6535	4635

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

RESOLUTION NO. 24-097

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-V-02 ENTITLED
"FURNISH AND DELIVER TAPPING SLEEVES, VALVES,
AND CURB BOXES"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on September 17, 2024, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-V-02 entitled "Furnish and Deliver Tapping Sleeves, Valves, and Curb Boxes"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Ferguson Waterworks, of Howell, New Jersey (the "Awardee") with respect to said bid, in the amount of \$2,125,306.39 for a period of one (1) year; 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 Contract No. 24-V-02 "Furnish and Deliver Tapping Sleeves, Valves, and Curb Boxes"; in the total

amount set forth hereinabove in connection with the above-described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and

2. That 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 September 25, 2024.

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: FURNISH AND DELIVER TAPPING SLEEVES, VALVES AND CURB BOXES

Contract # 24-V-02

Bid Tabulation Evaluation

Bid Opening Date: Tuesday, September 17, 2024 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferguson Waterworks 507 Oak Glen Road Howell, NJ 07731	<input type="checkbox"/> Certified Check	\$2,125,306.39	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
Capitol Supply Construction Products 149 Old Turnpike Road Wayne, NJ 07470	<input type="checkbox"/> Certified Check	\$2,333,305.00	<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Other Consent of Surety
Brent Material Company 325 Columbia Turnpike, Suite 308 Florham Park, NJ 07932	<input type="checkbox"/> Certified Check	\$2,341,817.26	<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> EEO
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> EEO
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<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-V-02
"Furnish and Deliver Tapping Sleeves, Valves &
Curb Boxes"
Ferguson Waterworks

Amount of Project or Contract:

\$2,125,306.39 - Contract 24-V-02

1. Acct: # 001-0000-131-01-00
Inventory
2. Specific Appropriation to which expenditures will be charged:
Capital: 2024/2025

Other comments: One Year Commencing in September 2024

Date of Certification: September 25, 2024

Amount Certified: \$2,125,306.39

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-098

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD CONTRACT NO. 24-B-25 ENTITLED

**"LITTLE FALLS WATER TREATMENT PLANT
ACTIFLO SYSTEM REHABILITATION"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on September 5, 2024, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-25 entitled "Little Falls Water Treatment Plant Actiflo System Rehabilitation"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Coppola Services, Inc. of Ringwood, New Jersey (the "Awardee") with respect to said bid, in the amount of \$2,300,000.00 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.

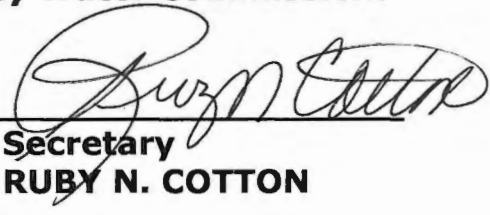
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
COTTON, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, 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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Little Falls Water Treatment Plant Actiflo System Rehabilitation

Contract # 24-B-25

Bid Tabulation Evaluation

Bid Opening Date: Thursday, September 5, 2024 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Coppola Services Inc. 28 Executive Parkway Ringwood, N 07456	<input type="checkbox"/> Certified Check	\$2,300,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
Spectraserv, Inc. 75 Jacobus Avenue Kearny, NJ 07032	<input type="checkbox"/> Certified Check	\$3,325,000.00	<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<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-25
"Little Falls Water Treatment Plant Actiflo
System Rehabilitation"
Coppola Services

Amount of Project or Contract:

\$2,300,000.00 - Contract 24-B-25

1. Acct: # 001-0901-419-95-35
CAPITAL/Actiflo
2. Specific Appropriation to which expenditures will be charged:
Capital: 2024-2026

Other comments: Two Year Commencing in September 2024

Date of Certification: September 25, 2024

Amount Certified: \$2,300,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**099RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION NO. 24-099**

DATE OF ADOPTION: SEPTEMBER 25, 2024

**RESOLUTION APPROVING AGREEMENT WITH BLUE TRITON BRANDS,
INC. FOR BOTTLED WATER IN EMERGENCIES**

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, during emergencies that affect drinking water, PVWC has, in certain circumstances, voluntarily provided bottled water to customers; and

WHEREAS, PVWC is desirous of contracting with a bottled water provider to ensure the consistent supply of bottled water during emergencies; and

WHEREAS, PVWC has identified a supplier of bottled water whose price is substantially lower than PVWC has previously paid to procure bottled water during emergencies; and

WHEREAS, the value of the contract is anticipated to be below the bidding threshold.

NOW THEREFORE, BE IT RESOLVED by PVWC in the County of Passaic, New Jersey:

- 1) PVWC shall enter into a Memorandum of Understanding ("MOU") with Triton Brands, Inc. a copy of which is attached hereto as **Exhibit A**.
- 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.

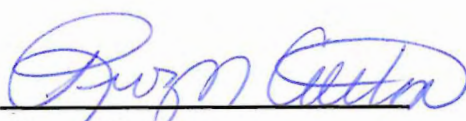
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

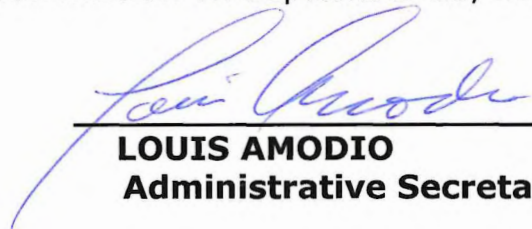


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Between

Passaic Valley Water Commission

and

BlueTriton Brands, Inc.

This Memorandum of Understanding (“MOU”) is between Passaic Valley Water Commission, hereinafter called “PVWC , “, and BlueTriton Brands, Inc., hereinafter called “BlueTriton.”

I. PURPOSE AND SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to disasters in the instance that PVWC, requests assistance for bottled water from BlueTriton.

BlueTriton may act as a source in the event of disasters which require delivered bottled water to ABC Company, and will use all reasonable endeavors to satisfy the request of PVWC for delivered bottled water should transportation routes be accessible and should it have the resources available to do so at the time of the request without adversely affecting BlueTriton’ ability to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers.

While every emergency / disaster situation is different, the parties understand that BlueTriton generally would prioritize needs, and prepare to seek to support and deliver, along the following lines:

FEMA / State EMAs

Red Cross / AmeriCares / other charitable organizations

Local hospitals

Other customers and consumers who rely on our business

II. BACKGROUND

Definition of Disaster – BlueTriton and PVWC, agree to define “disaster” to mean the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring

emergency action to avert danger or damage, epidemic, extreme public health emergency, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.

III. RESPONSIBILITIES UNDER THIS MOU

PVWC, shall notify BlueTriton as soon as possible if delivered bottled water is needed and relates to emergencies resulting from a disaster as outlined in the Water Service Proposal dated September 19, 2024, and which is annexed hereto.

We recommend keeping at least a 24-hour supply on hand at all times. This will serve as an additional precaution, and will allow for PVWC, to begin immediate water distribution in the event of an emergency.

IV. BLUETRITON RESPONSIBILITIES UNDER THIS MOU

BlueTriton shall undertake the following activities.

BlueTriton may act as a source for delivered bottled water for disaster-related services so long as doing so will not adversely affect the ability of BlueTriton to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers. It will use all reasonable endeavors to satisfy the request of PVWC, for delivered bottled water should it have the resources available to do so at the time of the request in accordance with the previous sentence.

The parties are responsible for designating one or more points of contact. As of the date this MOU is signed, the points of contact for BlueTriton are:

Primary: Sales Manager
Name: Ed Basso
Contact Info: 203-515-0382
Email: Edward.basso@waters.nestle.com

If the primary point of contact for BlueTriton is unavailable, secondary contact is:

Title: Customer Service Center
Name:
Contact Info: 1-800-274-5482
Email: routesalesupport@bluetriton.com

The points of contact for PVWC, are:

Primary: Chief Operations Officer
Name: Mike Marotta
Contact Info: 973-768-4655
Email: mmarotta@pwwc.com

If the primary point of contact for PVWC, is unavailable, secondary contacts are:

Title: Supervisor of Water Distribution
Name: Debbie Davis
Contact Info: 973-277-1794
Email: ddavis@pwwc.com

Title: Buyer
Name: Lisa Bresemann
Contact Info: 973-340-4315
Email: lbresemann@pwwc.com

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Any services provided by BlueTriton will be performed in a manner that is in the best interest of PVWC, and BlueTriton, with each party understanding that BlueTriton will assist PVWC, during a disaster as stated in Section I above.

VI. FUNDING

PVWC agrees to pay for delivery of bottled water for response services. This commodity must be billed at BlueTriton' previous days' Time and/or Materials (T&M) customer rates as determined by BlueTriton. As it has in the past, BlueTriton may donate delivered bottled water in the event of a disaster.

VII. LIABILITY

BlueTriton shall not be liable to PVWC or any third party for any damages resulting from the inability of BlueTriton to satisfy the request of PVWC, for delivered bottled water.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the authorized signatures of PVWC, and BlueTriton and shall cover a term of twelve (12) months unless modified in writing by mutual consent of both parties or terminated by either party upon a 30-day advance written notice to the other.

PVWC, and BlueTriton indicate agreement with this MOU by their signatures.

Passaic Valley Water Commission

BlueTriton Brands, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Ready Refresh By Blue Triton Brands
Water Service Proposal

September 19th 2024

Product	PRICE
16.9oz. Pure Life, Case Of 24 Bottles	4.40
1-Gallon Pure Life, Case Of Six	9.87
Delivery Fee, Per Location	9.99
NJ State Tax (With Tax Exempt Certificate)	0.00

RESOLUTION NO. 24-100

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
(25LJJFA29) WITH USGS**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey (USGS") has submitted correspondence dated August 13, 2024 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with the Passaic Valley Water Commission ("PVWC") for the USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2025, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, monitoring and data collection includes utilization of a continuous-record discharge gauging station with data collection platform (for the Passaic River at Little Falls, New Jersey); continuous-record annual peak stage only with data collection platform (for Passaic River above Beatties Dam at Little Falls, New Jersey) to monitor minimum passing flow; and continuous-record 6 parameter water-quality monitor with data collection platform water temperature, specific conductance, dissolved oxygen, percent saturation, pH, and turbidity (for tap water at Main Avenue at Clifton, New Jersey); and

WHEREAS, monitoring and data collection for the water quality parameters set forth in the Correspondence and Agreement will assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the

treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in the amount not to exceed \$57,050.00; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; all of whom have recommended the Agreement for acceptance in their respective capacities; and

WHEREAS, the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by entering into said Agreement, as authorized under the Uniform Shared Services and Consolidation Action, 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 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 the United States of America, the State of New Jersey, County or Municipality, or any board, body, office, agency or authority thereof, or any subdivisions thereof; and

WHEREAS, the USGS located in Lawrenceville, New Jersey, and PVWC are such entities; and

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

WHEREAS, 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**.

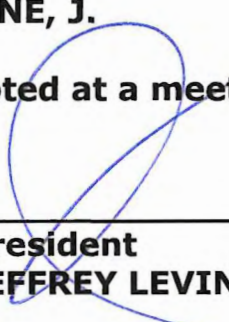
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. The PVWC hereby authorizes and awards the Shared Services Agreement (25LJJFA29) with USGS for the period continuing through September 30, 2025; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$57,050.00 as set forth hereinabove; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.


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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

August 13, 2024

Ms. Wendy Simone
Water Superintendent
Passaic Valley Water Commission
800 Union Blvd.
Totowa, NJ 07512

Dear Ms. Simone:

Attached is our standard joint-funding agreement 25LJJFA29 between the U.S. Geological Survey New Jersey Water Science Center and Passaic Valley Water Commission for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$57,050 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$62,850. Please sign and return a fully-executed copy to Nancy Gibbs at ngibbs@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason Shvanda at (609) 771-3991 or email jshvanda@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy Oden
Director, New Jersey Water Science Center

Enclosure
25LJJFA29

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000103
Agreement #: 25LJFA29
Project #:
GC25LJ000010000/0030100
TIN #: 22-6002470

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,800 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$57,050 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000103
Agreement #: 25LJFA29
Project #:
GC25LI000010000/0030100
TIN #: 22-6002470

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jason Shvanda
Supv. Hydrologist, SW
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3991
Fax: (609) 771-3915
Email: jshvanda@usgs.gov

Customer Technical Point of Contact

Name: Wendy Simone
Water Superintendent
Address: 800 Union Blvd.
Totowa, NJ 07512
Telephone: (973) 340-4306
Fax: (n/a)
Email: wsimone@pwwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Lisa Bresemann
Address: 1525 Main Ave PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4315
Fax: (n/a)
Email: Lbresemann@pwwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By TIMOTHY ODEN
Digitally signed by TIMOTHY ODEN
Date: 2024.08.13 12:28:59 -04'00'
Name: Timothy Oden
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2025 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
 IN COOPERATION WITH THE
 US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP)

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389500	Passaic River at Little Falls NJ *DCP funded by Passaic Flood Warning System (USACE-NY)	\$16,020	\$5,800	\$10,220
Total		\$16,020	\$5,800	\$10,220

Continuous-Record Annual Peak Stage Only with Data Collection Platform (DCP)

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389492	Passaic River above Beatties Dam, at Little Falls NJ (w/ 2 discharge measurements/year to monitor min passing flow *DCP funded by NJDEP)	\$7,420	\$0	\$7,420
Total		\$7,420	\$0	\$7,420

Continuous-Record 6-Parameter Water-Quality Monitor with Data Collection Platform (DCP)
Water Temp, Specific Conductance, Dissolved Oxygen, Percent Saturation, pH, Turbidity

Station Number	Station Name	Total Cost	USGS Match	PVWC
405307074090201	Tap Water at Main Avenue at Clifton NJ *Data only available to cooperator, not to general public	\$39,410	\$0	\$39,410
Total		\$39,410	\$0	\$39,410

PROJECT TOTAL	\$ 62,850
Funding Breakdown:	
USGS Matching Funds	\$ 5,800
PVWC	\$ 57,050

PROJECT EXPENSES	
Labor	\$24,800
Supplies, Equipment, Travel, Other	\$1,090
Lab (NWQL)	\$0
Instrumentation (HIF)	\$10,795
Total Direct Cost	\$36,685
Total Indirect Cost (Overhead)	\$26,165
TOTAL	\$62,850

Data Availability

Data are available on the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data analyzed, quality-assured and approved for publication to the USGS National Water Information System Web Interface (NWISWeb) at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service, go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS gage of interest reaches or exceeds a preset threshold.

USGS National Water Dashboard—A new mobile tool provides easily accessible, real-time information that can help minimize the loss of life and property by providing advance flood warning to communities. The USGS National Water Dashboard, or NWD, is a cutting-edge interactive map that brings together real-time water, weather and National Weather Service flood forecast information at your fingertips on a desktop, smartphone or other mobile device.

Information from the NWD can help your agency stay informed for forecasting, response and recovery efforts. The tool can be used by forecasters and local emergency managers as they issue flood and evacuation warnings, verify safe evacuation routes and coordinate emergency response efforts. During a drought, the tool can help state resource managers identify areas where water supplies are at risk. To use the service, go to <https://dashboard.waterdata.usgs.gov/app/nwd/?aoi=state-nj>.

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: Shared Services Agreement
"United States Geographical Survey "USGS"

Amount of Project or Contract:

\$57,050.00 – Agreement No. 25LJJFA29

1. Acct: # 001-3501-425-72-21
CONTRACTORS/USGS
2. Specific Appropriation to which expenditures will be charged:
Budget: 2024-2025

Other comments: One Year Commencing on October 1, 2024

Date of Certification: September 25, 2024

Amount Certified: \$57,050.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-101

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
(25LJJFA30) WITH USGS**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey (USGS”) has submitted correspondence dated August 13, 2024 with referenced attachments (the “Correspondence”), along with a Shared Services Agreement (the “Agreement”) with the Passaic Valley Water Commission (“PVWC”) for the USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2025, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, concentrations of turbidity, total chlorophyll-a, and phycocyanin will be measured hourly on the Passaic Rive downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey, and the said sensors will be operated and maintained to record chlorophyll-a and phycocyanin concentrations hourly from the two (2) locations and a turbity at three (3) locations along a cross-section of the river; and water samples will be collected every six (6) weeks during the routine inspections; and samples collected will be sent to the USGS National Water Quality Laboratory for analysis and comparison with real time monitor data; and

WHEREAS, monitoring and data collection for the water quality parameters set forth in the Correspondence and Agreement will assist

PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in the amount not to exceed \$61,455.00; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; all of whom have recommended the Agreement for acceptance in their respective capacities; and

WHEREAS, the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by entering into said Agreement, as authorized under the Uniform Shared Services and Consolidation Action, 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 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 the United States of America, the State of New Jersey, County or Municipality, or any board, body, office, agency or authority thereof, or any subdivisions thereof; and

WHEREAS, the USGS located in Lawrenceville, New Jersey, and PVWC are such entities; and

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

WHEREAS, 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**.

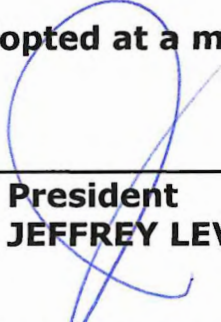
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. The PVWC hereby authorizes and awards the Shared Services Agreement (25LJJFA30) with USGS for the period continuing through September 30, 2025; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$61,455.00 as set forth hereinabove; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

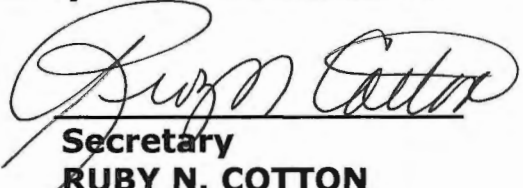
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

August 13, 2024

Ms. Wendy Simone
Water Superintendent
Passaic Valley Water Commission
800 Union Blvd.
Totowa, NJ 07512

Dear Ms. Simone:

Attached is our standard joint-funding agreement 25LJFA30 between the U.S. Geological Survey New Jersey Water Science Center and Passaic Valley Water Commission for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$61,455 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$67,255. Please sign and return a fully-executed copy to Nancy Gibbs at ngibbs@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Lawrence Feinson at (609) 771-3987 or email lfeinso@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy Oden
Director, New Jersey Water Science Center

Enclosure
25LJFA30

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,800 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$61,455 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000103
Agreement #: 25LJFA30
Project #: GC25LJ000030100
TIN #: 22-6002470

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Lawrence Feinson
Supervisory Hydrologist
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3987
Fax: (609) 771-3915
Email: lsfeinso@usgs.gov

Customer Technical Point of Contact

Name: Wendy Simone
Water Superintendent
Address: 800 Union Blvd.
Totowa, NJ 07512
Telephone: (973) 340-4306
Fax: (n/a)
Email: wsimone@pvwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Lisa Bresemann
Address: 1525 Main Ave PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4315
Fax: (n/a)
Email: Lbresemann@pvwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By TIMOTHY ODEN Digitally signed by TIMOTHY ODEN
Date: 2024.08.13 12:29:59 -04'00'
Name: Timothy Oden
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2025 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
IN COOPERATION WITH THE
US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

CONTINUOUS MONITORING FOR TOTAL CHLOROPHYLL-a, PHYCOCYANIN, AND
TURBIDITY AT PASSAIC RIVER BELOW TWO BRIDGES, NEW JERSEY

Problem

Demands on water resources in New Jersey require the availability of high-quality water for multiple uses. Numerous sources of pollution have deteriorated the quality of water resources within the State. Water resources planning must address these and other problems to ensure a water supply of high quality to meet future water needs. To assist in the management of these resources, continuous monitoring of water-quality conditions provides the necessary information on the quality of water resources. Continuous monitoring of turbidity, chlorophyll-a, and phycocyanin in combination with existing continuous monitoring of dissolved oxygen and pH improve the identification of algal blooms, which, in turn, lead to degraded water quality downstream of the monitoring location. When the algal biomass is too great, the health of other aquatic biota may be adversely affected. Excessive algae concentrations of certain classes, such as blue-green, also create taste, odor, and water clarity issues for the production of drinking water. Water resource managers, when made aware of incipient algal blooms, may change or blend the source waters to obtain optimal water quality for water treatment.

Objective and Scope

To provide a continuous record of turbidity, chlorophyll-a, and phycocyanin concentrations in the Passaic River downstream from the confluence with the Pompton River at Two Bridges, New Jersey. The status of turbidity, chlorophyll-a as a measure of phytoplankton biomass, and phycocyanin concentrations will be monitored for the purpose of planning and managing water resources in the Passaic River.

Approach

Concentrations of turbidity, total chlorophyll-a, and phycocyanin will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Turbidity and chlorophyll-a/phycocyanin sensors will be operated at the existing monitoring station. The sensors will be operated and maintained to record chlorophyll-a and phycocyanin in relative fluorescence units (RFU) hourly from two locations and turbidity at 3 locations along a cross section of the river for the period October 1, 2024 through September 30, 2025.

Water samples will be collected during routine inspections (approximately every 8 weeks), every fouling check (approximately every 4 weeks between routine inspections), and up to an additional 8 times per year depending on conditions for a total of 20 samples per year per intake. Chlorophyll-a samples will be sent to the USGS National Water Quality Laboratory (NWQL) for analysis of total chlorophyll-a and total Pheophytin-a. Phycocyanin samples will be sent to a USGS NWQL contact lab for analysis of phycocyanin. The laboratory analyses will be used for verification of the continuous monitor data and will be available for future regression analysis and modeling if requested.

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Turbidity (at 3 intakes) at the USGS Two Bridges Water-Quality Monitor

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$15,705	\$0	\$15,705
Total		\$15,705	\$0	\$15,705

Continuous-Record Chlorophyll & Phycocyanin (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$51,550	\$5,800	\$45,750
Total		\$51,550	\$5,800	\$45,750

Budget Total	\$ 67,255
USGS matching funds	\$ 5,800
Total Cost to PVWC—Water-Quality Monitoring	\$ 61,455

PROJECT EXPENSES	
Labor	\$25,510
Supplies, Equipment, Travel, Other	\$880
Lab (NWQL)	\$5,620
Instrumentation (HIF)	\$8,245
Total Direct Cost	\$40,255
Total Indirect Cost (Overhead)	\$27,000
TOTAL	\$67,255

Data Availability

Data are available on the New Jersey Water Science Center’s website at <http://nj.usgs.gov>. Data analyzed, quality-assured and approved for publication to the USGS National Water Information System Web Interface (NWISWeb) at: <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service, go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS gage of interest reaches or exceeds a preset threshold.

USGS National Water Dashboard—A new mobile tool provides easily accessible, real-time information

that can help minimize the loss of life and property by providing advance flood warning to communities. The USGS National Water Dashboard, or NWD, is a cutting-edge interactive map that brings together real-time water, weather and National Weather Service flood forecast information at your fingertips on a desktop, smartphone or other mobile device.

Information from the NWD can help your agency stay informed for forecasting, response and recovery efforts. The tool can be used by forecasters and local emergency managers as they issue flood and evacuation warnings, verify safe evacuation routes and coordinate emergency response efforts. During a drought, the tool can help state resource managers identify areas where water supplies are at risk. To use the service, go to <https://dashboard.waterdata.usgs.gov/app/nwd/?aoi=state-nj>.

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: Shared Services Agreement
"United States Geographical Survey "USGS"

Amount of Project or Contract:

\$61,455.00 – Agreement No. 25LJJFA30

1. Acct: # 001-3501-425-72-21
CONTRACTORS/USGS
2. Specific Appropriation to which expenditures will be charged:
Budget: 2024-2025

Other comments: One Year Commencing on October 1, 2024

Date of Certification: September 25, 2024

Amount Certified: \$61,455.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-102

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE FOUR (4)
2025 KENWORTH MODEL T480 TRUCKS**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission needs to procure four (4) 2025 Kenworth Model T480 Trucks to be used by the Distribution Department to replace a four (4) dump trucks that are in disrepair and beyond their useful life; and

WHEREAS, the Sourcewell Purchasing Cooperative, Group # 060920-KTC, ID 56223 (the "Co-op") shall be used for the procurement of said trucks; and

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

WHEREAS, PVWC has elected to procure the above-referenced trucks from Gabrielli Truck Sales in Ridgefield Park, New Jersey (the "Awardee") under the "Co-op", in the amount of \$636,011.28 a copy of the quotation for the trucks is attached hereto as **Exhibit A**; and

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

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


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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

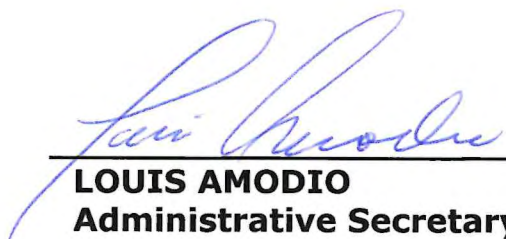


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



2306 Route 130 N Dayton, NJ 08810

Bill To:

MIKE MAROTTA
PASSAIC VALLEY
WATER COMMISSION
1525 MAIN AVE CLIFTON NJ 07011

Comments:

As per attached specifications
Q4 ALLOCATION NON CDL SINGLE AXLE DUMP

Quote

Date: 9/5/2024

Quote ID#: 20240905PVNC-1

Contract Name: Sourcewell

Contract #: 060920-KTC

Customer Sourcewell ID: 56223

Quote Valid Until: 10/5/2024

Prepared By: Colin Keim

Cell: 862-266-3904

Email: Ckeim@gabriellitruck.com

Description	Amount
2025 KENWORTH T280 4X2 NON CDL AS PER ATTACHED SPECIFICATIONS	
Sourcewell Member Locally Added Items/Equipment These Item Included: Motor Vehicle Paperwork, Floor Mats, Diesel Fuel, DEF Fluid, Dealer Prep & Detail Vehicle for Delivery, Inspections-Safety & Emissions, PTO-Transmission & Engine Parameter Settings-ECM Programming, and Sourcewell Allowable Body Equipment Fee/Upcharge of 5%	
81BEAU BBFL 10 - 26/32 SMOOTH SIDE DUMP BODY 10' LONG X 88" INSIDE WIDTH X 26" SIDES X 32" TAILGATE 3/16" AR450 STEEL FLOOR 1/8" AR500 STEEL SIDES & STEEL FRONT 3/16" AR450 STEEL TAILGATE - 1 PANEL - STRAIGHT - AIR ACTIVATED STEEL LONGSILLS - FORMED 3/16" AR450 FRONT AND REAR CORNER POSTS 24" DEEP X FULL WIDTH CABSHIELD BODY PAINTED "BLACK" CONSPICUITY TAPE TO LOWER DUMP BODY RAILS & TAILGATE VIBECO DUMP BODY VIBRATOR MOUNTED ON UNDERSIDE OF BODY - 3,500 LBS. OF FORCE MAILHOT G4 90-4.25-3 DOUBLE ACTING TRUNNION MOUNT HOIST - 20 TON CAPACITY (1) BODY PROP HOT SHIFT PTO & GEAR PUMP FOR ALLISON AUTOMATIC TRANSMISSION - NON DUMP PUMP 25 GALLON ALUMINUM SIDE MOUNT OIL TANK WITH BALL VALVE IN CAB TOWER CONTROLS FOR DUMP BODY UP/DOWN - AIR CONTROLS STEEL FIXED LADDER DRIVER SIDE FRONT - INSIDE STEPS (3) COAL CHUTES IN TAILGATE SAFETY SPIN LOCKS ON TAILGATE 8" BOLT ON APRON SHOVEL HOLDER MOUNTED ON FRONT OF BODY OAK SIDE BOARDS - PAINTED - BLACK 1/2 STEEL X 1/2 RUBBER STONE/MUD SHIELDS RUBBER MUDFLAPS AT REAR 97 DB BACKUP ALARM (2) BUYERS LED STOP/TURN/TAIL & AMBER WARNING LIGHTS RECESSED IN REAR CORNER POSTS (2) AMBER LED WARNING LIGHTS RECESSED IN CABSHIELD FRONT 15 TON SWIVAL TYPE PINTLE HOOK MOUNTED ON 3/4" HITCH PLATE WITH "D" RINGS FOR SAFETY CHAINS & 7 POLE TRAILER LIGHT PLUG w/ELECTRIC BRAKE CONTROLLER REMOUNT OEM ELECTRIC TO REARS AERO ELECTRIC TARPING SYSTEM WITH ALUMINUM TARP ARMS & SOLID VINYL TARP	\$ 159,002.82
DELIVERY TO PASSAIC VALLEY WATER COMMISSION FACILITY	
Additional Options and Extended Warranties available upon request	
TOTAL	\$ 159,002.82

X4

Signature: _____

Date: _____

Print Name: _____

Title: _____

Terms and Conditions:

This Quotation is valid for the build quarter noted on this quotation.

Chassis will only be allocated upon receipt of a signed purchase order.

If a Purchase order is received after allocation is sold out the entity will be notified and given option to cancel the order or pay the difference. This quotation is subject to the addition of any Federal, State or Local Government requirements. Due to current market conditions and the supply shortages any additional surcharges enforced by the chassis or body manufacture shall be paid in full or the entity will have the option to cancel the purchase order.

Remit Purchase Order To : 239 Bergen Turnpike Ridgefield Park, NJ 07660



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: Procure Four 2025 Kenworth Model T480 Trucks
Sourcewell Purchasing Cooperative
Group #060920-KTC, ID 56223

Amount of Project or Contract:

\$747,969.84 – Cost per Truck is \$186,992.46

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

Other comments: One Time Purchase of Four Trucks for Distribution Dept.

Date of Certification: September 25, 2024

Amount Certified: \$747,969.84

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-103

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1,
PROJECT NO. 23-PT-02 ENTITLED "PROFESSIONAL ENGINEERING
SERVICES FOR CORROSION
CONTROL, MICROBIOLOGICAL TREATMENT AND PILOTING PFAS
TREATMENT"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Contract No. 23-PT-02 entitled "Professional Engineering Services for Corrosion Control, Microbiological Treatment and Piloting PFAS Treatment" (the "Project") under Resolution 23-161 to Cornwell Engineering ("Cornwell") of Newport News, Virginia at PVWC's Commission Meeting on November 29, 2023, commencing December 5, 2023 and expiring on December 4, 2024; all in accordance with N.J.S.A. 40A:11-15, and in an amount not to exceed \$550,000.00; and

WHEREAS, Cornwell has been preparing pilot testing for PFAS Treatment, and other related duties; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to continue to study PFAS breakthrough and support and extend the contract to February 1, 2025 to allow the necessary time to provide these services and increase the Contract Price with an additional increase of \$270,000.00 which brings the total adjusted Contract Price up to \$820,000.00; and

WHEREAS, the Water Superintendent has determined costs associated with ongoing professional services to be reasonable and has recommended additional costs related thereto, be approved, as described in the memorandum and attached hereto and made a part hereof as **Exhibit A**; 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 authorizes Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

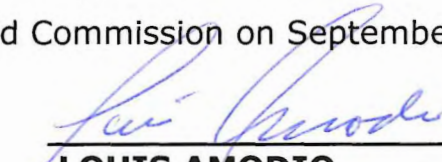


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



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

Executive Director
James Mueller

COMMISSIONERS

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

To: Commissioners **Date: 8/5/2024**
From: Wendy Simone, Water Superintendent
CC: James Mueller, PVWC
Lisa Bresemann, PVWC
Re: Project 23-PT-02 Professional Engineering Services for Corrosion Control, Microbial Treatment, and Piloting PFAS Treatment

Cornwell originally prepared a budget for a longer project duration for the initial pilot study task (pilot comparison of products from 4 vendors), but PVWC asked for preparation of a 26-week budget for the initial budget with the intention that additional budget be added later for additional duration of the current pilot study as well as funding for the additional tasks outlined in the workplan that have not yet been budgeted. The current purchase order (PO 233939) expires December 4, 2024, and includes \$550,000 to cover 6 months of pilot testing and one RSSCT study, both of which compare GAC products from 4 vendors, along with Microbial and Corrosion Control and other tasks.

The current pilot studies started 01/29/2024. Due to the additional time needed to study PFAS breakthrough, the project needs to be extended for another 6 mo. until February 1, 2025, and the budget needs to be increased to provide the additional funds needed for 6 more months of pilot study labor and expenses.

Consequently, the following changes are requested for PO 233939:

- Change expiration date to February 1, 2025
- Add \$270,000 to budget, thereby increasing the total to \$550,000 + \$270,000 = \$820,000

Sincerely,

Wendy Simone
Water Superintendent, PVWC

EXHIBIT B

RESOLUTION # 24-104

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO EXTEND CONTRACT NO. 23-PA-02 ENTITLED "PHASE 2 - PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN ENTERPRISE DASHBOARD MANAGEMENT SYSTEM"

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Contract No. 24-PA-02 entitled "Phase 2 - Professional Services for Development of an Enterprise Dashboard Management System" (the "Project") under Resolution 23-125 to Hazen & Sawyer ("Hazen") of Iselin, New Jersey at PVWC's Commission Meeting on September 27, 2023, commencing October 18, 2023 and expiring on October 17, 2024; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$500,000.00; and

WHEREAS, Hazen has, and continues to, provide professional services related to the Project consistently, reliably, efficiently, and effectively on an as-needed basis with the Contract commencing on October 18, 2023; and

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

WHEREAS, the PVWC seeks to extend the Project thereby setting a new expiration date of March 17, 2025, for the reasons set forth in memorandum prepared by Executive Director James Mueller, which is attached hereto as **Exhibit A**; and

WHEREAS, it is recommended that PVWC provide Hazen with a non-compensatory time extension to the existing contract from October 17, 2024 to March 17, 2025; and

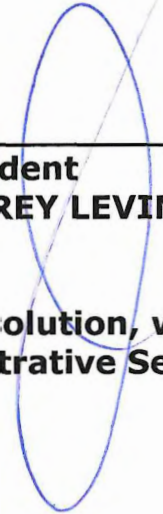
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

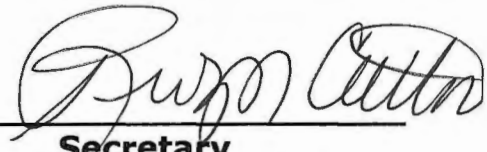
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, 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

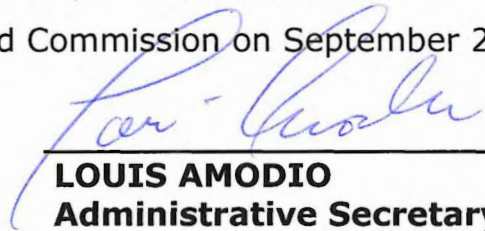


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



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CLIFTON, NEW JERSEY 07011 • (973) 340-4300
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Ruby N. Cotton, Secretary, Paterson
Carmen DePadua, Commissioner, Paterson
Gerald Friend, Commissioner, Clifton
Ronald Van Rensalier, Commissioner, Passaic

Executive Director
James Mueller

Date: September 12, 2024

To: Commissioner, Rigo Sanchez
Special Projects Committee Chairperson

CC: Commissioner, Ruby Cotton
Special Projects Committee

Commissioner, Joseph Kolodziej
Special Projects Committee

From: James Mueller,
Executive Director

Subject: Recommendation for an extension of time for Contract No. 23-PA-02
Phase 2 – Professional Services for Development of an Enterprise Dashboard Management System

Background:

Hazen and Sawyer (Hazen), as part of scope of services under Project No. 23-PA-02, is supporting PVWC in developing and implementing the Phase 2 Enterprise Dashboard Management System for four target departments: Laboratory, Customer Service, Distribution, and Purification through four technical tasks:

- i. Develop Requirements:** Gather and document business and technical requirements for the enterprise business intelligence (BI) system, ensuring alignment with IT infrastructure and the needs of the target PVWC departments and end users.
- ii. Develop Data System:** Establish the foundation of the BI data system to automatically convey data from PVWC's original source systems to the Power BI Data Model in a secure and efficient manner. Set up the development environment, create a BI data warehouse, connect original source systems, design the BI Data Model, and develop extract-transform-load (ETL) processes.
- iii. Develop Display Layer:** Build the interactive visual interface and reporting capability of the BI system. Gather user feedback and refine the dashboard pages to meet the needs of end users.
- iv. Deployment and Support:** Set up the PVWC Dashboard so that it refreshes automatically in Power BI web service and can be accessed by users via the web. Develop a User Guide and provide PVWC staff training to promote effective use and adoption of the system.

Recommendation:

Extension of the contract completion date by a total of 151 consecutive calendar days to March 17, 2025.

JUSTIFICATION FOR EXTENSION OF CONTRACT TIME

An extension of contract time is needed for two primary reasons:

1) IT Setup and System Access

The Enterprise BI Dashboard Project being developed is the first of its kind for PVWC, requiring the development of new processes and protocols, particularly that which provides an external consultant with system access and appropriate permissions and credentials. Securing the necessary system and data source access, along with configuring the development environment, necessitated the creation and alignment of new procedures, which required more extensive coordination and time than initially anticipated. The IT setup involved configuring the development environment and remote access, establishing the ETL method and tools, evaluating and procuring Power BI licenses, configuring the enterprise data warehouse and Power BI Desktop, and setting up the PVWC Power BI tenant and license assignments. Originally this was estimated to take two months, however these tasks ultimately required five months due to the need to collaborate with IT in developing and implementing these new processes. Furthermore, additional delays were incurred due to source system updates e.g. LIMS version 6.7 to version 7.2 upgrade, and pending upgrades from NEC/Touchpoint to Avaya Enghouse.

2) Stakeholder Engagement and Consensus Building

Continuous PVWC department involvement ensures the Enterprise BI Dashboard is both technically sound and highly relevant to PVWC users. Due to heavy workloads and competing needs, some departmental reviews and feedback has taken longer than anticipated.

Due to the issues above, it is requested that the completion date for the contract be extended to March 17, 2025 from the original completion date of October 17, 2024, a total of 151 consecutive calendar days extension.

Contract Summary:

Contract/Project Description: Project No. 23-PA-02

Phase 2 – Professional Services for Development of an Enterprise Dashboard Management System

Original Bid Amount: \$500,000.00

Proposed Contract Amount: \$500,000 (No Change)

Original Contract Start Date: October 18, 2023

Original Contract Completion Date: October 17, 2024

Previous Time Extensions Granted: None

Extension of Time being Requested: March 17, 2025

RESOLUTION # 24-105

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT NO. 23-V-02 ENTITLED "HOT MIX ASPHALT"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Award Contract No. 23-V-02 entitled "Hot Mix Asphalt" (the "Contract") to Tilcon New York, Inc. of Parsippany, New Jersey at PVWC's Commission Meeting on April 26, 2023 (PVWC Resolution 23-048), not to exceed \$178,714.00 and with said Contract expiring on April 25, 2025; and

WHEREAS, Proposed Change Order No. 1 is required to procure additional quantities for bituminous material under this contract to accommodate PVWC's increased demands as described in **Exhibit A**, with a total increase of \$35,000.00 (19.5% increase) which brings the total adjusted Contract Price up to \$213,714.00; 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 authorizes and awards a Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are


necessary to implement the terms and intentions of this Resolution;
and

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

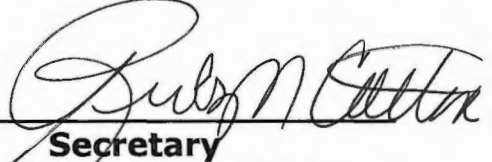
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

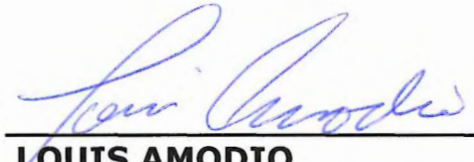


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



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CLIFTON FAX # (973) 340-4321

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Ruby N. Caffon, Secretary, Paterson
Carmen DePadua, Commissioner, Paterson
Gerald Friend, Commissioner, Clifton
Ronald Van Renssaler, Commissioner, Passaic

Executive Director
James Mueller

MEMORANDUM

TO: Lisa Bresemann
FROM: Michael Marotta, Chief Operating Officer
DATE: August 29, 2024
SUBJECT: Contract 23-V-02 Asphalt

Lisa,

The following cause of going thru money so fast for asphalt is due to our restoration of our service work on roads.

Passaic Valley has established an in-house paving and concrete restoration crew to cut back on contractor cost and wait time for restoration. The paving crew follows as the jobs are completed with asphalt, so we limit the complaints from towns. We had a backlog of asphalt restoration which would lead me to believe that is the cause to make us go over the amount.

Michael Marotta

A handwritten signature in black ink, appearing to read "Michael Marotta", with a long horizontal stroke extending to the right.

Chief Operating Officer

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. 23-V-02– Change Order No. 1
“Hot Mix Asphalt”
Tilcon New York, Inc.

Amount of Project or Contract:

Project No. 23-V-02
Increase of \$35,000.00
Not to Exceed \$213,714.00

1. Acct: # 001-3002-424-43-05
R & M Materials/Street Resurface
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2024/2025

Other comments: Change Order Number 1 – Increase of \$35,000.00
for a New Not-to-Exceed of \$213,714.00

Date of Certification: September 25, 2024

Amount Certified: \$213,714.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-106

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
"SHARED SERVICE AGREEMENT FOR RECEIVING/DISPOSING
OF LIQUID RESIDUALS"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC entered into a Shared Service Agreement with the Passaic Valley Sewerage Commission ("PVSC") entitled "Shared Service Agreement for Receiving and Disposing Liquid Residuals" (the "Agreement") at PVWC's Commission Meeting on October 26, 2022 (PVWC Resolution 22-098), not to exceed \$3,488,400.00 and with said Agreement expiring on October 25, 2025; and

WHEREAS, Proposed Change Order No. 1 is required to pay additional quantities for the receiving and disposing of liquid residuals under this Agreement to accommodate PVWC's increased demands as described in **Exhibit A**, with a total increase of \$1,800,000.00) which brings the total adjusted Contract Price up to \$5,288,400.00; 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 authorizes and awards a Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and

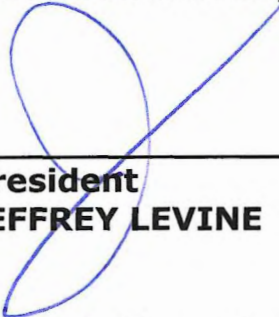
such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

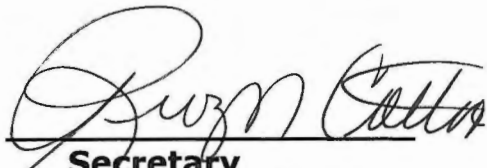
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

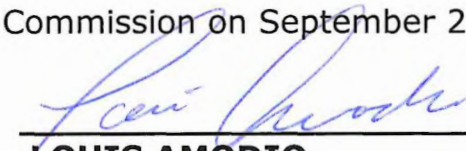


Secretary
RUBY N. COTTON

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CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



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Carmen DePadua, Commissioner, Paterson
Gerald Friend, Commissioner, Clifton
Ronald Van Rensalier, Commissioner, Passaic

Executive Director
James Mueller

To: Commissioners
From: Wendy Simone, Water Superintendent, Lab Manager
Cc: Lisa Bresemann, Purchasing Agent
Re: Sewer Use Permit Contract

The Resolution 22-098 for \$3,488,400.00 (3years (10/22-10/25) was under budgeted. This contract should match the contract that exists for our residual hauling. The quantity and cost for the residual hauling contract for 2020,2021,2022 was:

(2020) 36,000,000 Gallons at 0.0477 = \$1,717,200

(2021) 36,000,000 Gallons at 0.0497 = \$1,789,200

(2022) 36,000,000 Gallons at 0.0517 = \$1,861,200

The residual hauling contract was extended in November 2023 to:

36,000,000 Gallons at \$0.537 = \$1,933,200 Per Year

The contract for PVSC was awarded on 10/26/22 for 3 years not to exceed \$3,488,400 = \$1,162,800 Per Year.

PVWC underbudgeted by \$1,744,200.

The next contract should follow the residual hauling contract and be written in Gallons used * cost which equals the dollar amount not to exceed.

EX: 36,000,000 Gallons at 0.04845 = \$1,744,200 Per Year.

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: Shared Service Agreement for
Receiving/Disposing of Liquid Residuals
Passaic Valley Sewerage Commission
Tilcon New York, Inc.

Amount of Project or Contract:

Initial Amount: \$3,488,400.00

Increase of \$1,800,000.00

Not to Exceed \$5,288,400.00

1. Acct: # 001-1002-421-74-02
Residual/Mgt/Hauling
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2024/2025

Other comments: Change Order Number 1 – Increase of \$1,800,000.00
for a New Not-to-Exceed of \$5,288,400.00. Agreement
expires October 25, 2025.

Date of Certification: September 25, 2024

Amount Certified: \$5,288,400.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-107

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-B-02 ENTITLED
"NEW ROOFS AND MISCELLANEOUS REPAIRS FOR VARIOUS
BUILDINGS AT PVWC LFWTP, 800 UNION BOULEVARD,
BOROUGH OF TOTOWA, NEW JERSEY"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on Augst 20, 2024, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-02 entitled "New Roofs and Miscellaneous Repairs for Various Buildings at PVWC LFWTP, 800 Union Boulevard, Borough of Totowa, New Jersey"; 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 low bidder withdrew his bid, which was disproportionately lower than the other two bids due to honest, human error in the low bidders computations, it has been determined that the next lowest responsive and responsible bid was submitted by Detwiler Roofing, LLC of East Earl, Pennsylvania (the "Contractor"), in the amount of \$1,193,600.00; 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:

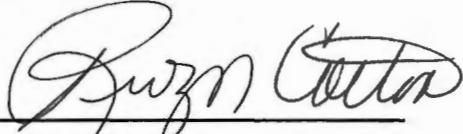
1. 1 That PVWC hereby awards Contract No. 24-B-02 entitled "New Roofs and Miscellaneous Repairs for Various Buildings at PVWC LFWTP, 800 Union Boulevard, Borough of Totowa, New Jersey"; in the total amount set forth hereinabove in connection with the above-described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
2. That 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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: NEW ROOFS AND MISCELLANEOUS REPAIRS FOR VARIOUS BUILDINGS AT PVWC LFWTP

Contract # 24-B-02

Bid Tabulation Evaluation

Bid Opening Date: Tuesday, August 20, 2024 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Detwiler Roofing, LLC 1578 Main Street East Earl, PA 17519	<input type="checkbox"/> Certified Check	\$1,193,600.00	<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. EEO
Northeast Roof Maintenance, Inc. 649 Catherine Street Perth Amboy, NJ 08861	<input type="checkbox"/> Certified Check	\$1,302,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check	\$1,407,500.00	<input type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. EEO
Phelps Construction Group 315 Wooton Street, Unit K Boonton, NJ 07005	<input type="checkbox"/> Certified Check	\$2,139,589.43	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> Public Works Cont. Cert. EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert. EEO
	<input type="checkbox"/> Certified Check		<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert. EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert. EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert. 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-02
"New Roofs and Miscellaneous Repairs for Various Buildings at PVWC LFWTP, 800 Union Blvd., Borough of Totowa, NJ"
Detwiler Roofing

Amount of Project or Contract:

\$1,193,600.00 - Contract 24-B-02

1. Acct: # 001-0901-419-95-09
CAPITAL/Bldgs/Structures-LF
2. Specific Appropriation to which expenditures will be charged:
Capital – 2024 to 2025

Other comments: One Year Commencing in September 2024

Date of Certification: September 25, 2024

Amount Certified: \$1,193,600.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-108

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE ONE (1)
GAS CHROMATOGRAPH/MASS SPECTROMETRY SYSTEM FROM
AGILENT UNDER NJ STATE CONTRACT**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the PVWC seeks to replace one (1) Gas Chromatograph/Mass Spectrometry System as the unit they currently have has become obsolete and is beyond its useful life; and

WHEREAS, NJ State Contract, Contract Number 17-FLEET-01042, (the "Co-op"), as described on Quotation No. 4983677 dated September 5, 2024, see **EXHIBIT A**, is for the procurement of One (1) Gas Chromatograph/Mass Spectrometry System; and

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

WHEREAS, PVWC has elected to procure the above-referenced services from Agilent Technologies (the "Awardee") under the Co-op, in the amount of \$144,912.40, a copy of a memorandum dated September 10, 2024, from the Water Superintendent is attached hereto as **Exhibit B**: and

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

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

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Water Superintendent;

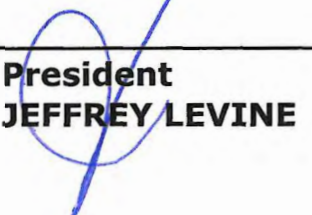
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
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

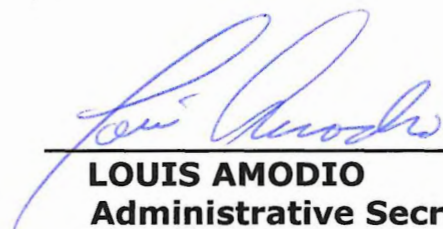


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

Eric Sinke
 Chemist
 Laboratory
 Passaic Valley Water Commission
 800 Union Blvd
 TOTOWA NJ 07512-2211

Quote No.	Create Date	Delivery Time	Page
4983677	09/05/2024	2 Weeks	1 of 5
Contact	Phone no.	Valid to	
Addy Nikow	302 636 8278	11/04/2024	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	G3542A	1.000 EA	30,136.00 USD	10,095.57-	20,040.43
	8890 Mainframe MS Ready S/SL With the following configuration: Ship-to Country : USA Installation (44K) Introduction (44L) Special discount of 33.50 % is applied.				
2000	G7077CA	1.000 EA	102,874.00 USD	34,462.80-	68,411.20
	5977C Inert Plus MSD Turbo EI Bundle With the following configuration: Ship-to Country : USA ADD CHEMSTATION DA W/ CS FAM GC/MSD INERTPLUS EI FOR 8890 GC Installation (44K) Introduction (44L) 1 Year SW Update/Phone Assist (44W) Special discount of 33.50 % is applied.				
3000	G8160A	1.000 EA	71,055.00 USD	23,803.43-	47,251.57
	Teledyne Tekmar Atomx XYZ automated sample preparation system for solids and liquids. 84 vial capacity. Built in purge and trap. Includes software, #9 trap, cables, 5mL fritted glassware and water reservoir. With the following configuration: Ship-to Country : USA Installation (44K)				

Quotation

Eric Sinke
 Chemist
 Laboratory
 Passaic Valley Water Commission
 800 Union Blvd
 TOTOWA NJ 07512-2211

Quote No.	Create Date	Delivery Time	Page
4963677	09/05/2024	2 Weeks	2 of 5
Contact		Phone no.	Valid to
Addy Nikow		302 636 8278	11/04/2024
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
Introduction (44L)					
Special discount of 33.50 % is applied.					
4000	G1530-61200	1.000 EA	502.00 USD		502.00
Cable, Y-Remote Start Stop, NON APG					
5000	G3870-20448	1.000 EA	201.00 USD		201.00
EXTRACTOR LENS, 6MM DIAMETER					
6000	G1033C	1.000 EA	8,260.00 USD	2,773.80-	5,506.20
Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_r1) with 139K compounds					
Special discount of 33.50 % is applied.					

Quotation

Eric Sinke
 Chemist
 Laboratory
 Passaic Valley Water Commission
 800 Union Blvd
 TOTOWA NJ 07512-2211

Quote No.	Create Date	Delivery Time	Page
4983677	09/05/2024	2 Weeks	3 of 5
Contact	Phone no.	Valid to	
Addy Nikow	302 636 8278	11/04/2024	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
				Gross Amount	: \$ 213,048.00
				Total Discount	: \$ 71,135.60
				Net Amount	: \$ 141,912.40
				Shipping & Handling	: \$ 3,000.00
				Total	: \$ 144,912.40

Eric Sinke
 Chemist
 Laboratory
 Passaic Valley Water Commission
 800 Union Blvd
 TOTOWA NJ 07512-2211

Quote No.	Create Date	Delivery Time	Page
4983677	09/05/2024	2 Weeks	4 of 5
Contact		Phone no.	Valid to
Addy Nikow		302 636 8278	11/04/2024
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

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To place an order: Visit www.agilent.com/store to place online orders using a purchase order or credit card and track your order status.

Product	Email	FAX
Consumables	cag_sales-NA@agilent.com	302-633-8901
Genomics	orders@agilent.com	512-321-3128
Pathology	customer.service@agilent.com	800-566-3256
Instruments	Lscainstrumentsales@agilent.com	302-633-8953
1-800-227-9770 Option 1		

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit www.agilent.com/store to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
 - All Sales Tax is subject to change at the time of order.
 - Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
 - Payment Terms: Net 30 days from invoice date, subject to credit approval.
 - * Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
 - * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.
- Visit www.agilent.com/chem
- For Training course information and registration including e-Seminars, select **Education**.
 - For Literature, Application notes, and other information, select **Library**.
 - For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select **TechnicalSupport**.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.

Quotation

Eric Sinke
 Chemist
 Laboratory
 Passaic Valley Water Commission
 800 Union Blvd
 TOTOWA NJ 07512-2211

Quote No.	Create Date	Delivery Time	Page																		
4983677	09/05/2024	2 Weeks	5 of 5																		
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<p>To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Product</td> <td style="width: 33%;">Email</td> <td style="width: 33%;">FAX</td> </tr> <tr> <td>Consumables</td> <td>cag_sales-NA@agilent.com</td> <td>302-633-8901</td> </tr> <tr> <td>Genomics</td> <td>orders@agilent.com</td> <td>512-321-3128</td> </tr> <tr> <td>Pathology</td> <td>customer.service@agilent.com</td> <td>800-566-3256</td> </tr> <tr> <td>Instruments</td> <td>Lscainstrumentsales@agilent.com</td> <td>302-633-8953</td> </tr> <tr> <td colspan="3">1-800-227-9770 Option 1</td> </tr> </table>				Product	Email	FAX	Consumables	cag_sales-NA@agilent.com	302-633-8901	Genomics	orders@agilent.com	512-321-3128	Pathology	customer.service@agilent.com	800-566-3256	Instruments	Lscainstrumentsales@agilent.com	302-633-8953	1-800-227-9770 Option 1		
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Instruments	Lscainstrumentsales@agilent.com	302-633-8953																			
1-800-227-9770 Option 1																					

The sale of Agilent Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any Supplemental Terms or Occasional Reseller Terms of Sale or other applicable terms referenced herein. The sale of Microplates Products shall be subject to Microplates Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. The sale of Microplates Tooling Products shall be subject to Microplates Tooling Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. All of the above "Terms" as applicable. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will take precedence for those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Products and Services availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B



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

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

To: Commissioners
From: Wendy Simone, Water Superintendent / Lab Manager
CC: James Mueller, PVWC
Lisa Breseman, PVWC
Re: GC/MS

Date: 9/10/24

Attached is the NJ Contract with Agilent's contract number and provided quote.

This GC/MS is needed to supplement/replace our current GC /MS system which is 11 years old and no longer supported by Agilent for service. The typical manufacturer support for a new instrument is approximately 7 years.

PVWC is certified by the NJDEP following USEPA Method 524.2 Volatile Organic Analysis by GC/MS. It is used to analyze Regulated Volatile Organic Compounds and Trihalomethanes throughout our water system and for client samples.

Sincerely,

Wendy Simone
Water Superintendent, PVWC

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Procure One (1) Gas Chromatograph/Mass Spectrometry System Under NJ State Contract
Agilent Technologies

Amount of Project or Contract:

\$144,912.40 – NJ State Contract

1. Acct: # 001-0901-419-95-26
CAPITAL/Lab Equipment
2. Specific Appropriation to which expenditures will be charged:
Capital – 2024

Other comments: One Time Purchase

Date of Certification: September 25, 2024

Amount Certified: \$144,912.40

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-109

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-PD-01 ENTITLED
"DISTRIBUTION SPECIALTY MANAGEMENT SYSTEMS"**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 24-PD-01 entitled "Distribution Specialty Management Systems" (hereinafter the "Project"); and

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

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

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

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

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

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

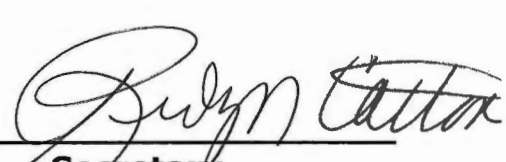
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

APPENDIX C

FORM OF AGREEMENT

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Prana Water Consulting, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 34 Evanston Avenue, West Milford, New Jersey 07480.

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

related to **Project Number 24-PD-01** entitled **Distribution Specialty Project Management Services** (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated September 13, 2024, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRANA WATER CONSULTING

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
JEFFREY LEVINE
President

EXHIBIT B

RESOLUTION # 24-110

RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1, PROJECT NO. 23-PE-06 ENTITLED "ENGINEERING SERVICES FOR REVIEW OF DEVELOPER SITE PLANS, ASSISTANCE WITH MANAGEMENT OF COMMISSION'S MASTER PERMIT WITH THE NJDEP & IMPLEMENTING DRAINAGE IMPROVEMENTS AT THE NEW STREET RESERVOIR FOR FLOOD MITIGATION" WITH H2M

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Contract No. 23-PE-06 entitled "Engineering Services for Review of Developer Site Plans, Assistance with Management of Commission's Master Permit with the NJDEP & Implementing Drainage Improvements at the New Street Reservoir for Flood Mitigation" (the "Project") under Resolution 23-190 to H2M Architects and Engineers ("H2M") of Parsippany, New Jersey at PVWC's Commission Meeting on December 20, 2023, commencing January 11, 2024 and expiring on January 10, 2025; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$250,000.00; and

WHEREAS, H2M has been performing program management support for developing the Commission's Water Main Replacement Program which includes performing extensive hydrant flow testing for model calibration and updating the Commission's hydraulic model; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to continue support for the duration of said contract and increase the Contract Price with an additional increase of \$215,000.00 which brings the total adjusted Contract Price up to \$465,000.00; and

WHEREAS, the Chief Engineer has determined costs associated with ongoing program management services to be reasonable and has recommended additional costs related thereto, be approved, as described in the memorandum and attached hereto and made a part hereof as **Exhibit A**; 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 authorizes Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions

provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, R.	—	—	—	<u>X</u>
COTTON, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
KOŁODZIEJ, 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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 18, 2024

To: J. Mueller

From: P. Porcaro

cc: C. Vozzella, A. Wells, J. Alesandrelli, L. Bresemann, Y. Weiss

Re: Resolution No. 24-110: Change Order No. 1, Project No. 23-PE-06 Entitled "Engineering Services for Review of Developer Site Plans, Assistance with Management of Commission's Master Permit with the NJDEP & Implementing Drainage Improvements at the New Street Reservoir for Flood Mitigation"

Contract 23-PE-06 entitled "Engineering Services for Review of Developer Site Plans, Assistance with Management of Commission's Master Permit with the NJDEP & Implementing Drainage Improvements at the New Street Reservoir for Flood Mitigation" was awarded to H2M Architects and Engineers (H2M), of Parsippany, New Jersey at PVWC's December 20, 2023 Commission Meeting (Resolution No. 23-190) with a not to exceed amount of \$250,000.00.

H2M has been performing program management support for developing the Commission's Water Main Replacement Program, incorporating short-term projects currently in planning and design from the Commission's design firms and long-term projects into the GIS planning tools. Work includes performing extensive hydrant flow testing, moving around and analyzing pressure recorders throughout the Commission's system, analyzing the Commission's remote SCADA data for model calibration and updating the Commission's hydraulic model.

Proposed Change Order No. 1 increases the Contract Price by an additional \$215,000.00 which brings the total adjusted Contract Price to \$265,000.00.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 23-PE-06 – Change Order No. 1
“Engineering Services for Review of Developer
Site Plans, Assistance with Management of
Commission’s Master Permit with the NJDEP and
Implementing Drainage Improvements at the New
Street Reservoir for Flood Mitigation”
H2M Architects and Engineers

Amount of Project or Contract:

Project No. 23-PE-06
Increase of \$215,000.00
Not to Exceed \$465,000.00

1. Acct: # 001-0301-413-31-01
Professional Services/Engineering
2. Specific Appropriation to which expenditures will be charged:
Budget - 2024

Other comments: Change Order Number 1 – Increase of \$215,000.00
for a New Not-to-Exceed of \$465,000.00

Date of Certification: September 25, 2024

Amount Certified: \$465,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-111

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO PROCURE THE REPLACEMENT OF SERVER EQUIPMENT FOR THE PVWC'S ENGINEERING DEPARTMENT USING CONTRACT NO. CK04, SUBCONTRACT NO. 24-38 UNDER THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission's Engineering Department requires the replacement of its server equipment which was determined to be at the end of its useful life as the equipment has been in operation for more than 10 years and has begun to malfunction on a frequent basis; and

WHEREAS, State Contract Numbers CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance (the "Co-op"), as described on Quotation Number 25183470, which is attached hereto as **Exhibit A**, is for the procurement of said equipment; and

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

WHEREAS, PVWC has elected to procure the above-referenced server equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$116,331.12, a copy of a memorandum dated September 18, 2024 from the Chief Engineer, which is attached hereto as **Exhibit B**; and

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

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

WHEREAS, the Executive Director, the Director of IT, Director of Purchasing, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Chief Engineer;

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

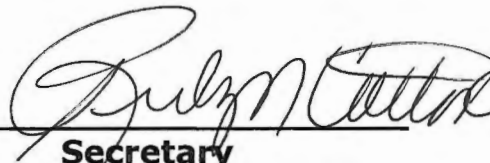
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

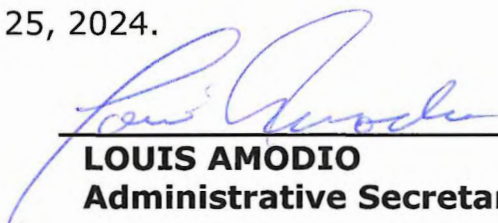


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Pricing Proposal
 Quotation #: 25183470
 Created On: 8/12/2024
 Valid Until: 10/31/2024

NJ-City of Passaic Valley Water Commission

Inside Account Manager

Eric Coan
 1525 Main Avenue
 Clifton, NJ 07011
 United States
 Phone: 973-340-4376
 Fax:
 Email: ecoan@pvwc.com

Michael Santos
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 732-564-8275
 Fax:
 Email: michael_santos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 7.6TB 2.5in Enter Value 6G SATA Samsung SSD Cisco Systems - Part#: UCS-SD76T6S1X-EV= Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	12	\$3,699.30	\$44,391.60
2 32GB RDIMM DRx4 3200 (8Gb) Cisco Systems - Part#: UCS-MR-X32G2RW= Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	72	\$999.16	\$71,939.52
		Total	\$116,331.12

Additional Comments

[Cisco's Terms and Conditions](#) apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer. Please see the following links to Cisco's [Security and Trust Center](#), [Trust Portal](#), [Online Privacy Statement](#), as well as [Customer Master Data Protection Agreement](#) which all are incorporated by reference into the EULA.

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

[Cisco's General Terms and Conditions](#) apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer."

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 18, 2024

To: J. Mueller

From: P. Porcaro

cc: C. Vozzella, A. Wells, J. Alesandrelli, L. Breseman, Y. Weiss, L. Ducheine

Re: Resolution No. 24-111: Procure the Replacement of Server Equipment for the PVWC's Engineering Department Using Contract No. CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance

The Engineering Department requires the replacement of its server equipment which was determined to be at the end of its useful life. The server began to malfunction on August 2, 2024 and hard drive issues has caused this server to be inaccessible for as long as four hours per day. This equipment is more than 10 years old and is a critical Department asset. This equipment will be procured through SHI Corporation (SHI), of Somerset, New Jersey in amount of \$116,331.12 plus \$5,520.00 to hire an outside contractor to assist the IT Department with the installation of said equipment for a grand total of \$121,851.12.

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: **New Jersey Cooperative Purchasing Alliance
Contact No. CK04
Subcontract #24-38
Quotation # 25183470**

Amount of Project or Contract: \$116,331.12 – SHI Corp.

1. Acct: # 001-0901-419-95-07 CAPITAL/Computer & Software
2. Specific Appropriation to which expenditures will be charged:
Capital - 2024/2025

Other comments: New Server Equipment for Engineering

Date of Certification: September 25, 2024

Amount Certified: \$116,331.12

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-112

RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR CONTRACT 22-B-07 ENTITLED "WATER TRANSMISSION MAIN IMPROVEMENTS TO THE INDUSTRIAL LOOP"

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Contract No. 22-B-07 entitled "Water Transmission Main Improvements to the Industrial Loop" (the "Contract") was awarded to Grade Construction of Paterson, New Jersey ("Grade") of Fair Lawn, New Jersey (the "Contractor") at PVWC's Commission Meeting dated May 11, 2022 (PVWC Resolution 22-053) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$6,199,555.39; and

WHEREAS, Change Order No. 1 covered the unexpected removal of 6-inches thick of concrete subbase and additional test pitting used to investigate unknown subsurface conditions for removal and stockpiling of abandoned PSE&G gas mains that obstructed the work area which increased the total adjusted Contract Price by \$122,175.90, bringing the revised not to exceed to a total of \$6,321,731.29; and

WHEREAS, Change Order No. 2 covered out-of-scope work due to unexpected subsurface conditions which included unexpected removal of and stockpiling of abandoned PSE&G gas mains that are obstructing the work area, removal of buried concrete valve chamber, removal of concrete saddle around 48-inch inlet line to Levine Reservoir, repairs to damaged unmarked electrical conduit, replacement of storm inlet and additional test pitting which further increased the total adjusted Contract Price by \$141,180.87, bringing the revised not to exceed to a total of \$6,462,912.16; and

WHEREAS, Proposed Change Order No. 3 is to cover out-of-scope work which includes the installation of yard fencing to protect materials stored onsite due to issues that the Contractor was having with the homeless

encampment, procurement and installation of stop logs at the Levine Reservoir for isolation of the inlet line to the reservoir and relocation of the storm sewer system on 21st Avenue which further increases the total adjusted Contract Price by \$289,962.40, as recommended in the correspondences from the Resident Engineer, Remington & Vernick Engineers on September 18, 2024 is attached hereto as **Exhibit A**, bringing the revised not to exceed to a total of \$6,752,874.56 (total increase of 8.9% to the original price); and

WHEREAS, the Chief Engineer has reviewed Remington & Vernick Engineers Proposal and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, as described in the memorandum and attached hereto and made a part hereof as **Exhibit B**; and

WHEREAS, the additional work and unexpected delays due to NJDOT permitting issues will require time extension to the existing contract to **April 30, 2025**; 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 approves Change Order No. 3 and awards the changes to the scope of Work as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

September 18, 2024

Patrick Porcaro, P.E., Director of Engineering
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

**Re: Passaic Valley Water Commission
Contract #22-B-7, Water Transmission Main Improvements to the Industrial Loop
Change Order #3
RVE #3797X030**

Dear Mr. Porcaro:

As per our previous conversations, attached please find the proposed Change Order #3 for the above-mentioned project. The Change encompasses several scope modifications caused by unanticipated field conditions and unforeseen events during the course of construction of the project to date. These items are proposed changes from Grade Construction that RVE has reviewed and recommends for Commission approval.

An item-by-item description of the changes follows (Supplemental Item S-1 through S-13 were the subject of the previous Change Orders #1 and #2). Please note that there are several other Proposed Change Orders (PCO's) that have been submitted by Grade, mostly relating to claims for costs incurred by the delays at 21st Street and Totowa Avenue. These claims were not reviewed as a part of this Change Order; they will be negotiated with Grade at a later date.

1. Supplemental Item S-14 – Temporary Fencing at Storage Yard

During the delay in work in 2023 and 2024, an encampment of unhoused people was discovered to have been established in the yard that Grade utilized to store pipe and materials. The encampment was removed in May 2024 as part of a combined action with the City of Paterson, and a decision was made to install temporary fencing at the site to prevent future access to the project material. Grade obtained a quote for the fencing from a vendor.

Included as a part of their proposed Change Order (PCO-015), the cost of the fencing as approved by RVE and PVWC totals \$3,395.00. RVE concurs with this value and recommends inclusion of same in C.O. #3.

2. Supplemental Item S-15 – Stop Logs at Levine Reservoir

During initial work at the Levine Reservoir site, it was discovered that the inlet/outlet pipe was encased in a very large block of concrete. Grade initially tried to chip away some of the concrete to expose the pipe for a line stop installation; however, PVWC became concerned with the impact of the use of vibratory equipment on the main.

It was decided to investigate alternate means of isolating the pipe, channels were found at the inlet structure for stop log installation. At the request of the Commission, Grade provided a quote for procuring the stop logs and cleaning and preparing the inlet structure channels to accept the stop logs. Successful installation of the stop logs will eliminate the need for the designed line stop at this location; the credit from the elimination of the line stop will essentially offset the extra cost of the stop log and inlet work.

Included as a part of their proposed Change Order (PCO-017), the cost of the work at the reservoir inlet is estimated by Grade at a maximum of \$122,016, This cost includes six (6) days of work by a diving subcontractor to clean the inlet channels and perform any needed repairs. At the request of the Commission, Grade has provided a daily rate for the subcontractor; payment will only be made for days the subcontractor is actually on site working. RVE concurs with this value and recommends inclusion of same in C.O. #3. The credit for the unnecessary line stop will be reflected in the Final Quantities Change Order at the end of the project.

3. Supplemental Item S-16 – Sewer Manhole Relocation at Spring Street and 21st Avenue

During the course of work on the 48” main installation, an existing storm sewer line at manhole structure was found to be laid very close to the water main (much closer than was anticipated in design) near the SW corner of the intersection of 21st Ave. and Spring Street. Because of this proximity, the disturbance for the water main replacement would interfere with the MH; therefore, it was decided to relocate the MH (which serves the storm inlets at the intersection of 21st and Spring) away from the 48” main trench.

In addition, a brick manhole was found to be in disrepair near the SE corner of the intersection; further damage to the MH was deemed to be inevitable due to its proximity to the water main. The decision was made to replace the MH with a precast concrete unit. This work was done in consultation with the City of Paterson, which owns the sewer system.

Included as a part of their proposed Change Order (PCO-020), the cost of the manhole relocation as approved by RVE and PVWC totals \$24,130.49. RVE concurs with this value (which was approved by PVWC during initial review of the PCO) and recommends inclusion of same in C.O. #3.

4. Supplemental Item S-17 – Re-Route Sewer Line in Spring Street

During excavation of the existing 48” main, near the crossing of the 24” high pressure main in Spring Street, it was discovered that there was almost no vertical separation of the two mains (this was the same excavation that caused the 24” break in June). It was decided to lower the new 48” main to achieve some separation; however, this realignment conflicted with an unmarked 12” combined sewer line near the center line of Spring Street. The sewer line carries flow from one residential home and some storm drainage from Route 80.

Passaic Valley Water Commission
Contract #22-B-7, Water Transmission Main Improvements to the Industrial Loop
Change Order #3
Page 3

In order to lower the sewer line, approximately 108 LF of sewer and two new manholes will be installed to relocate the line to the east of its current location; There is sufficient vertical drop in the line to lower it enough to get under the realigned 48" main. This work was done in consultation with the City of Paterson, which owns the sewer system.

Included as a part of their proposed Change Order (PCO-021), the cost of the sewer relocation as approved by RVE and PVWC totals \$140,420.68. RVE concurs with this value (which was approved by PVWC during initial review of the PCO) and recommends inclusion of same in C.O. #3.

The total recommended Change Order amount is \$289,962.40. When added to the value of C.O. #1 (\$122,175.90) and C.O. #2 (\$141,180.31), this represents a total increase to date in the Contract Value of 8.93% (an updated Change Order Log for the project is attached for your reference). RVE recommends approval of this C.O. at the Commission's meeting on September 25, 2024. If you have any questions regarding this matter, please do not hesitate to contact the undersigned at 609-760-0543. Thank you.

Sincerely,
REMINGTON & VERNICK ENGINEERS



Mark A. Hubal, P.E., BCEE

Enclosures

cc: Jaroslaw Adamkiewicz, PVWC
Alexandra Wells, PVWC
Stephanie Cuthbert, RVE
Gregory Sullivan, RVE
Gabriel Parent, RVE

T:\2020 Forward - WATER & WASTEWATER PROJECTS\NJ Passaic\Passaic Valley Water Commission\3797X030 - Levine Industrial Loop\Construction\Change Orders\CO 3 Supporting Documents\3797X030 CO#3 to PVWC - 20240918.doc



CONTRACTOR:
 GRADE CONSTRUCTION
 110 PENNSYLVANIA AVENUE
 PATERSON, NJ 07503
 973-925-4021

09/13/24

CHANGE ORDER #3

NAME OF PROJECT:
 WATER TRANSMISSION MAIN IMPROVEMENTS TO THE INDUSTRIAL LOOP
PROJECT NUMBER:
 3797X030
CLIENT:
 PASSAIC VALLEY WATER COMMISSION

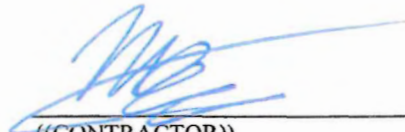
REASON FOR CHANGE: STORAGE YARD TEMP. FENCING, STOP LOGS AT LEVINE RESERVOIR, SEWER MANHOLE RELOCATION 21 ST. AND SPRING ST., RE-ROUTE SEWER LINE IN SPRING STREET

TYPE OF CHANGE	ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S14	PCO-13 STORAGE YARD TEMPORARY FENCING	1	LS	\$3,395.00	\$3,395.00
	S15	PCO-17 STOP LOGS AT LEVINE RESERVOIR	1	LS	\$122,016.23	\$122,016.23
	S16	SEWER MANHOLE RELOCATION AT 21 STREET AND SPRING STREET	1	LS	\$24,130.49	\$24,130.49
	S17	RE-ROUTE SEWER LINE IN SPRING STREET	1	LS	\$140,420.68	\$140,420.68
					SUBTOTAL	\$289,962.40
EXTRA					\$0.00	\$0.00
					SUBTOTAL	\$0.00
REDUCTION					\$0.00	\$0.00
					SUBTOTAL	\$0.00

<u>PREVIOUS CHANGE ORDERS</u>			<u>CURRENT CHANGE ORDER</u>	
No.	AMOUNT	REASON FOR CHANGE		
1	\$122,175.90	6" OF CONCRETE SUBBASE REMOVAL UNDER 21ST STREET		
2	\$141,180.31	UNANTICIPATED FIELD CONDITIONS AND REGULATORY AGENCY REQUIREMENTS	0	
			+ SUPPLEMENTAL	\$289,962.40
			+ EXTRA	\$0.00
			-REDUCTION	\$0.00
			NET CONTRACT CHANGE THIS CHANGE ORDER	\$289,962.40

<u>OVERALL CHANGE ORDER SUMMARY</u>	
ORIGINAL CONTRACT AMOUNT:	\$ 6,199,555.39
AMENDED CONTRACT AMOUNT:	\$ 6,752,874.00
TOTAL CONTRACT CHANGE (AMOUNT):	\$553,318.61
TOTAL CONTRACT CHANGE:	8.93%

ACCEPTED BY:



((CONTRACTOR)) 9/18/24
Date

Gregory Sullivan

Chief Inspector 9/18/2024
Date

M. A. Hill

Municipal Engineer/Project Manager 9/18/24
Date

APPROVED BY:

Client Date

**PASSAIC VALLEY WATER COMMISSION
22-B-7 INDUSTRIAL LOOP IMPROVEMENTS**

CHANGE ORDER LOG

PCO #	ITEM DESCRIPTION	Date Submitted by Grade	Proposed Amount	RVE Response	Final Amount	CO #1 4/13/2023	CO #2 1/12/2024	CO #3 (Pending)	Notes
1	Roadway Concrete Removal	03/20/23	\$ 58,410.00	Approved - track on T&M basis	\$ 58,410.00	\$ 58,410.00			
2	Test Pit Increase - 270 CY	03/27/23	\$ 63,765.90	Approved - add 270 CY	\$ 63,765.90	\$ 63,765.90			
	Additional Test Pit Increase - 300 CY			Approved - add 300 CY			\$ 70,851.00		
3	No record of PCO								
4	No record of PCO								
5	Router License and Warrantee	07/28/23	\$ 3,762.00	Removed extended warrantee	\$ 2,737.35		\$ 2,737.35		
6	No record of PCO								
7	Repair to Damaged Unmarked Electrical Conduit	09/05/23	\$ 7,904.68	Approved	\$ 7,904.68		\$ 7,904.68		
	Delay for Issue w/ Service Line		\$ 4,447.43	Modified value for delay; Approved	\$ 731.90		\$ 731.90		
	Delay Regarding Issue with 6" Valve in 21st Street		\$ 851.02	Approved	\$ 851.02		\$ 851.02		
8	Totowa Avenue Inlet Replacement	09/06/23	\$ 10,839.08	Approved	\$ 10,839.08		\$ 10,839.08		
9	NJDOT Delay	09/22/23	\$ 154,144.57	Held until later in project	Pending				
10	Totowa Avenue Delay	10/17/23		Held until later in project	Pending				No PCO form - NJDOT claim form received; marked as "\$20k - \$250k"
11	Extra Cost for 51" x 16" Tapping Sleeve and Valve	11/27/23	\$ 25,200.00	Denial Recommended	\$ -				E-mail direction from Jaro to deny 12/14/23
12	Garrison Line Stop Dis- and Re-assembly	11/28/23	\$ 7,864.50	Approved	\$ 7,864.50		\$ 7,864.50		
13	Interim Chamber Storage	11/28/23	\$ 27,948.07	Denial Recommended	\$ -				
14	No record of PCO								
15	Yard Fencing	05/08/24	\$ 3,395.00	Approved	\$ 3,395.00			\$ 3,395.00	
16	Cleaning and Sanitizing of 48" Main	05/31/24	\$ 17,373.90	Denial Recommended					
17	Stop Logs at Reservoir	07/17/24	\$ 122,016.23	Returned by RVE for Daily Rate; recommend Approval for days spent	\$ 122,016.23			\$ 122,016.23	
	Quantity Reduction for 48" Line Stop at Reservoir		\$ (146,694.71)	Line Stop Deemed Unnecessary due to Stop Logs	\$ (146,694.71)				Held for future C.O.
18	Butt Straps w/ Coupler Piece	07/19/24	\$ 30,958.41	Denied	\$ -				
19	Butt Straps w/o Coupler Piece	07/19/24	\$ 15,725.36	Denied	\$ -				
20	Sewer MH Relocation - Spring and 21st	07/19/24	\$ 13,887.37	Modified to include MH at south side of intersection; approved	\$ 24,130.49			\$ 24,130.49	
21	Re-route sewer line in Spring Street	08/06/24	\$ 140,420.68	Approved	\$ 140,420.68			\$ 140,420.68	
22	No record of PCO								
23	No record of PCO								

24	Hydrant Riser	08/29/24	\$ 2,976.73	Denied	\$ -				
Extra Items Approved under Unanticipate Work Allowance (PCO #7):									
	Removal of Existing Abandoned Gas Main on 21st Street		\$ 4,235.45				\$ 4,235.45		
	Removal of Buried Concrete Valve Chamber in 21st Street		\$ 2,765.11				\$ 2,765.11		
	Removal of Concrete Around 48" Pipeline at Levine Reservoir		\$ 22,592.76				\$ 22,592.20		math error - should be \$22,593.32
	Furnish and Install 8-inch Gate Valve		\$ 3,254.58				\$ 3,254.58		
	Securing of Road Plate on 21st Street After Long-Term Shifting		\$ 6,553.44				\$ 6,553.44		

\$ 122,175.90 \$ 141,180.31 \$ 289,962.40

Federal Rent A Fence

Phone: (800) 260-8301 • Fax: (856) 719-8006

www.federalrentafence.com

Fence Proposal

PO BOX 266 (127 HADDON AVE) WEST BERLIN, NJ 08091(sales@federalrentafence.com)

Customer: Grade Construction	Job site: Paterson, NJ
--	----------------------------------

Customer Contact	Estimate Date	Prepared by	Estimated Install Date	Contract Length	Terms	Ship From
Matthew Spencer	5/7/24	Joe Orthey	TBD	1 Year	NET 30	West Berlin NJ

#	Order Qty	ITEM	Unit Price	Amount
1	350'	Y Panels on Stands	\$8.50	Per Ft
2	35	Sandbags	\$12.00	Each
3			\$3,395.00	
4			+Tax	
5				
6				
7				
8				
9				
10				
11				
12		Please Add \$0.65 per Ft for any core drill in Asphalt/ Handcarry		
13		Quote based on approximates. Actual footage and total to be /measured upon completion and billed accordingly.		
14		\$750.00 Minimum Trip charges may apply for all trips beyond original installation and final removal		
15		Quote Valid for 5 Days, unless noted		
16		JOB IS <u> X </u> IS NOT <u> </u> PREVAILING WAGE		
17		ACCEPTED _____ DATE _____		
		PRINT NAME _____		

Price includes installation, one trip for removal and rental good for up to the time indicated.

All Prices are based on standard FRAF specs unless otherwise noted.

Please add sales tax where applicable. Fuel Surcharge at 4%, 25\$ min, or 75\$ max

THERE IS NO RETAINAGE ON TEMPORARY FENCE



PCO #017

Grade
110 Pennsylvania Avenue
Paterson, New Jersey 07501
Phone: 973-925-4021
Fax: 973-782-5958

Project: 22-152 - Water Transmission Main Improvements Industrial Loop
Paterson, New Jersey 07503

Prime Contract Potential Change Order #017: Reservoir Plan Change - Stoplogs - REV 1

TO:	Passaic Valley Water Comission Passaic Valley Water Comission PO Box 11393 Newark, New Jersey 07101-4393	FROM:	Grade Construction 110 Pennsylvania Avenue Paterson, New Jersey 07501
PCO NUMBER/REVISION:	017 / 0	CONTRACT:	1 -
REQUEST RECEIVED FROM:	Mark A. Hubal, PE, BCEE (Remington & Vernick)	CREATED BY:	Matthew Spencer (Grade Construction)
STATUS:	Pending - In Review	CREATED DATE:	7/17/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Unit/Quantity Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$89,051.79

POTENTIAL CHANGE ORDER TITLE: Reservoir Plan Change - Stoplogs - REV 1

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #021 - Reservoir Plan Change - Stoplogs - REV 1

REV 1:

PVWC is requesting a pricing quote from Grade for the purchase and installation of timber stoplogs at the Levine Reservoir inlet. If successful, the stoplogs will eliminate the need for a line stop at the inlet.

Terms and Conditions:

- Lead Time: approximately 3 weeks.
- We are re-using the existing steel channels located in concrete structure for installation of the timber stoplogs. The integrity of the steel channels and the subsurface concrete are unknown at this time. Furthermore, the width of the steel channels that will hold the stoplogs must be a consistent width of 60 inches from the top to the bottom of the entire steel channels. At this time we can not confirm this.
- We are using timber stop logs with tongue and groove. This is not an engineered/ manufactured timber stop log but a typical tongue and groove timber product. There will be no guarantees of water stoppage/ sealing.
- We cannot guarantee this work due to the unforeseen, age of the concrete structure, existing steel channels, and other associated items, etc.
- Rehabilitation and securing to the existing steel channels, rehabilitation to the concrete structure and other associated items in need of rehabilitation and other associated items are not included.
- It is unknown at this time if there is accumulated debris at the bottom of concrete structure. If in the event there is this would be billed additional as a T&M Basis.
- Lowering and replenishing of the reservoir is not included.
- This proposal is strictly for installation of timber stoplogs.

ATTACHMENTS:

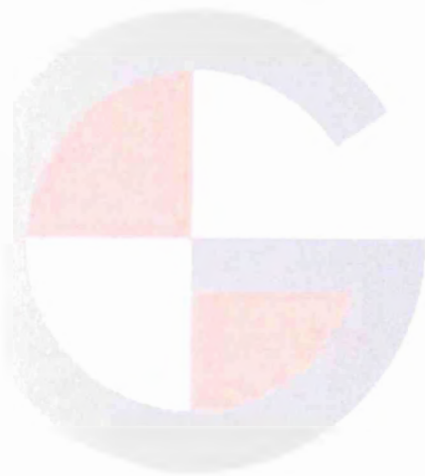
[Request for PCO - Reservoir Inlet Stoplogs.msg](#) , [Levine - Inlet Reservoir Detail.pdf](#)

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1		Reservoir Stoplogs	1.0	Is	\$89,051.79	\$89,051.79



PCO #017

	Grand Total:	\$89,051.79
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GRADE
CONSTRUCTION

Mark A. Hubal, PE, BCEE (Remington & Vernick)
 2059 Springdale Road
 Cherry Hill, New Jersey 08003

Passaic Valley Water Commission
 Passaic Valley Water Commission PO Box 11393
 Newark, New Jersey 07101-4393

Grade Construction
 110 Pennsylvania Avenue
 Paterson, New Jersey 07501

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Grade



Job Number: 22-152
 Job Name: Water Main
 PM: Matt Spencer
 Task: Timber Stoplogs Proposal Rev 1

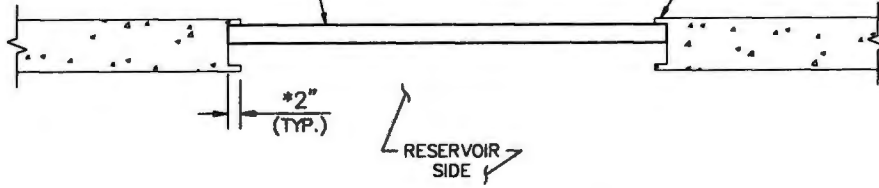
110 Pennsylvania Avenue, Paterson, NJ 07503
 P: 973.925.4021 F: 973.782.5958

T&M SUMMARY

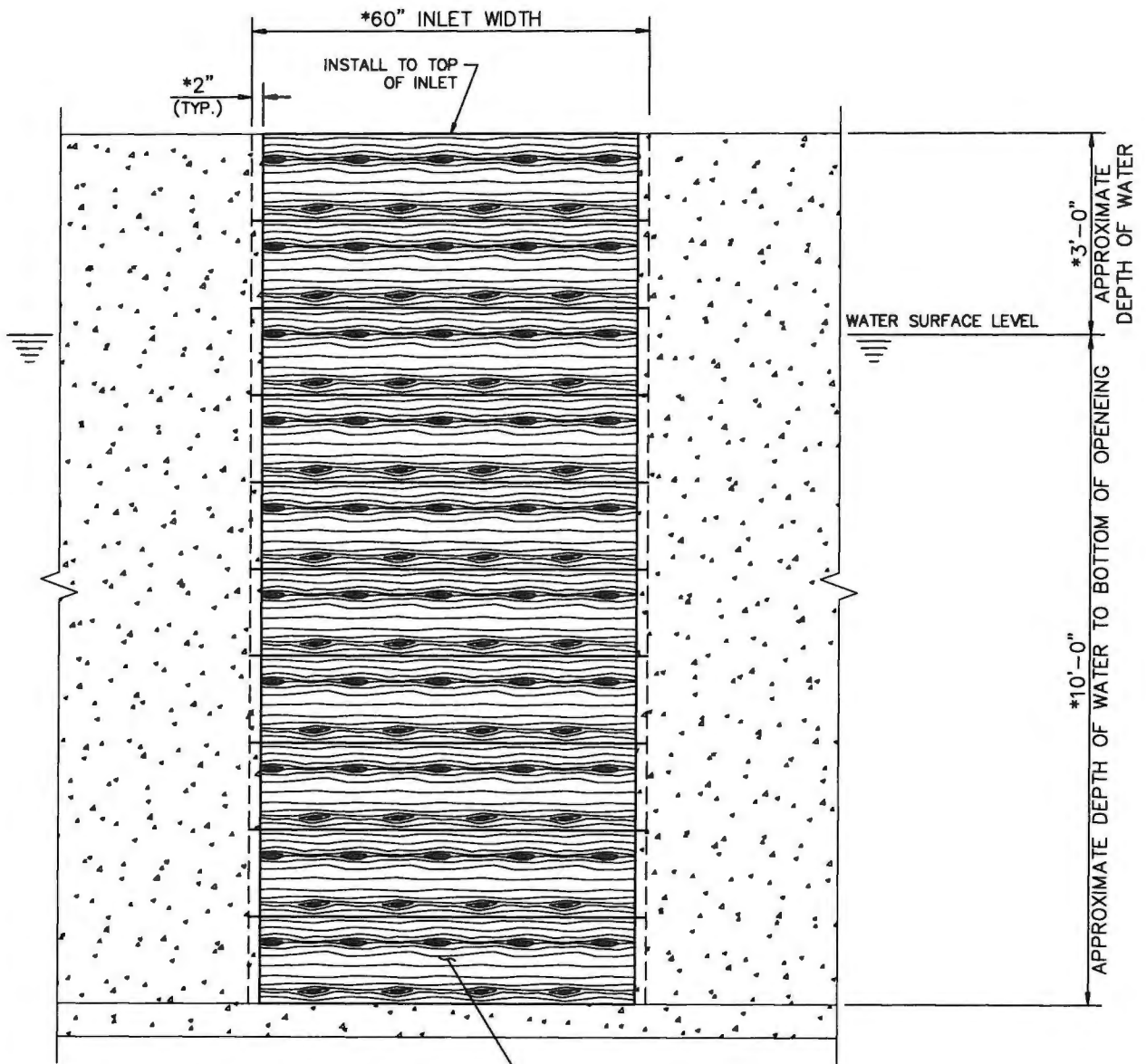
1	Labor	\$	19,708.21	
2	Equipment	\$	1,424.25	
3	Material	\$	8,240.00	
	<i>Subtotal</i>	\$	29,372.46	
4	Overhead (10%)	\$	2,937.25	
	<i>Subtotal</i>	\$	32,309.71	
5	Profit (10%)	\$	3,230.97	
6	<i>Subtotal</i>	\$	35,540.68	
7	Subcontractors	\$	49,300.00	
8	Profit on Subs (5%)	\$	2,465.00	
9	<i>Subtotal</i>	\$	87,305.68	(lines 6+7+8)
10	Bond (2%)	\$	1,746.11	
	GRAND TOTAL	\$	89,051.79	

INSTALL WATERTIGHT 3" THICK, 59.5" LENGTH TONGUE AND GROOVE HORIZONTAL STOPLOG. PROVIDE MEANS OF LOWERING AND RAISING LOGS (ROPE/EYEBOLTS)

EXISTING 5.5" CHANNEL (TYP. BOTH SIDES) TO BE SCRAPED OF DEPOSITS AND CLEANED



PLAN



INSTALL WATERTIGHT 3" THICK, 59.5" LENGTH TONGUE AND GROOVE HORIZONTAL STOPLOG. PROVIDE MEANS OF LOWERING AND RAISING LOGS (ROPE/EYEBOLTS) - (TYP. ±10)

ELEVATION

OUTFALL STRUCTURE DETAIL

N.T.S.

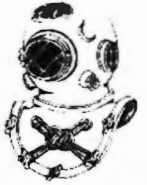
NOTE:

*ALL DIMENSIONS ARE TO BE FIELD VERIFIED PRIOR TO ORDERING OF CONSTRUCTION MATERIALS.

PVWC LEVINE RESERVOIR - MODIFICATION CITY OF PATERSON, PASSAIC COUNTY, NEW JERSEY						
REMINGTON & VERNICK ENGINEERS <small>2059 SPRINGDALE ROAD, CHERRY HILL, NJ 08003 (856) 795-9595, FAX (856) 795-1882, WEB SITE ADDRESS: WWW.RVE.COM Certificate of Authorization: 24 GA 28003300 Excellence • Innovation • Service</small>						
SCALE N.T.S.	DATE 2/2/24	DRAWN BY MJC	DSGN. BY GS	CHK'D. BY GS	DWG. NO. D-1	SHEET NO. 1 OF 1

Dryden Diving Co. Inc.

MARINE CONSTRUCTION



213 RUSSELL MILL ROAD - WOOLWICH TWP., NJ 08085 - (856) 467-1385 FAX (856) 467-5771

Nimanshu Bhanderi
Estimator
Grade Construction
A Civil Construction Company
110 Pennsylvania Avenue
Paterson, NJ 07503
o: 973-925-4021
e: nimanshu@gradeconstruction.net

RE: Water Main - PCO for Inlet Reservoir Stop Logs

Crew:

Standard Crew DPIC, Diver, Tender

1 (8) hr. weekday daily rate		\$6,500.00
Estimated 6 (8) hr. weekdays		\$39,000.00
(6) Days Per Diem per man per day \$400.00	\$400 per man per day x3 men = \$1,200/day sustenance rate	\$7,200.00

Equipment:

Standard dive gear	(Included in daily rate)	
1 Day Water Blaster (3,000 PSI)		\$70.00
2 Days H.D. Hydraulic Rotary Hammer (HD45) \$185.00		\$370.00
2 Days Ten G.P.M. Hydraulic Power Unit \$110.00		\$220.00
2 Days Broco Torch \$80.00		\$160.00
2 Days Welding Machine (burning) \$110.00		\$220.00

Consumables:

Fuel and Tolls (estimated will be charged at cost)	\$500.00
4 bottles O2 \$141.00 ea.	\$564.00
2 Boxes Broco 3/8" burning rods \$213.00 ea.	\$426.00
SDS - Drill Bits (estimated (3) \$40.00 ea. for the project)	\$120.00
4 HILTI Underwater Epoxy for Anchor bolts	\$250.00
<u>Approved hardware to be supplied by Grade Construction</u>	

Materials: Oakum and or thin plastic for sealing any leaks \$200.00

Total ~~\$49,300.00~~

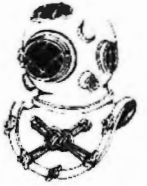
\$9,034.00 per diem rate

These Prices are based on the proposed project scope. Any changes or modifications outside of the proposed scope of work requiring additional tools, materials, or man hours will be charged to the customer.

Equal Opportunity Employer

Dryden Diving Co. Inc.

MARINE CONSTRUCTION



213 RUSSELL MILL ROAD - WOOLWICH TWP., NJ 08085 - (856) 467-1385 FAX (856) 467-5771

Best Regards,

Andrew Yoder
Dryden Diving Co. Inc.
213 Russell Mill Road
Woolwich Twp., NJ 08085
(Office) 856-467-1385
(Fax) 856-467-5771
(Cell) 484-459-6258
(E-mail) andrew@drydendiving.com
www.drydendiving.com

Acceptance of Terms and Conditions

By my signature below, I acknowledge that I have read and accept these terms and conditions. I further represent that I have the authority to accept these terms and conditions on behalf of **Grade Construction**
110 Pennsylvania Avenue
Paterson, NJ 07503

Signature: _____

Date: _____

Printed Name: _____

Dryden Diving _____
Donald Dryden

Date: _____

Equal Opportunity Employer



PCO #020

Grade
 110 Pennsylvania Avenue
 Paterson, New Jersey 07501
 Phone: 973-925-4021
 Fax: 973-782-5958

Project: 22-152 - Water Transmission Main Improvements Industrial Loop
 Paterson, New Jersey 07503

Prime Contract Potential Change Order #020: Manhole and Storm Lines Replacement at Intersection of 21st Ave and Spring St.

TO:	Passaic Valley Water Comission Passaic Valley Water Comission PO Box 11393 Newark, New Jersey 07101-4393	FROM:	Grade Construction 110 Pennsylvania Avenue Paterson, New Jersey 07501
PCO NUMBER/REVISION:	020 / 0	CONTRACT:	1 -
REQUEST RECEIVED FROM:	Mark A. Hubal, PE, BCEE (Remington & Vernick)	CREATED BY:	Matthew Spencer (Grade Construction)
STATUS:	Pending - In Review	CREATED DATE:	7/19/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Unit/Quantity Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$24,130.49

POTENTIAL CHANGE ORDER TITLE: Manhole and Storm Lines Replacement at Intersection of 21st Ave and Spring St.

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Follows)

CE #032 -

In order to resolve the conflict between the existing 8" storm line and the 48-inch water main, PVWC requested a proposed cost from grade for the following scope of work as depicted in Detail B below:

1. New manhole and removal of old manhole.
2. New 8 inch PVC line from Southwest inlet to new manhole.
3. Connect to the existing line from the other inlet in Spring Street at the Southwest corner of 21 and Spring.
4. New line to connect to the collection manhole in the center of 21 and Spring.
5. New manhole and removal of old manhole at the SE of the intersection.

EXCLUDES: Engineering, testing, concrete subbase hammering and removal; relocating any other unknown utilities in conflict;

reconstructing existing catch basins and manholes associated with this work; curb removal and replacement.

ATTACHMENTS:

[PVWC Contract 22-B-7 - Request for PCO Pricing.msg](#)

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	500-00001.0 Clearing and Demo- General.Other	Demolish Existing Manhole; Install New Manhole and Reconnect (3) Existing Pipe Lines. Demolish Existing Manhole; Install New Manhole at SE of Intersection	1.0	ls	\$24,130.49	\$24,130.49
Grand Total:						\$24,130.49



PCO #020



Mark A. Hubal, PE, BCEE (Remington & Vernick)
2059 Springdale Road
Cherry Hill, New Jersey 08003

Passaic Valley Water Commission
Passaic Valley Water Commission PO Box
11393
Newark, New Jersey 07101-4393

Grade Construction
110 Pennsylvania Avenue
Paterson, New Jersey 07501

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Grade

Page 2 of 2

Printed On: 7/29/2024 03:59 PM



110 Pennsylvania Avenue, Paterson, NJ 07503
P: 973.925.4021 F: 973.782.5958

Job Number: 22-152
Job Name: Water Main
PM: Matt Spencer
Task: Demolish Existing Manhole; Install New Manhole And Reconnect (3) Existing Pipe Lines.
Demolish Existing Manhole; Install New Manhole (SE Corner Of Intersection)

T&M SUMMARY

1	Labor	\$	7,343.84
2	Equipment	\$	2,021.79
3	Material	\$	8,388.22
4	Trucking	\$	1,797.67
	<i>Subtotal</i>	\$	19,551.52
5	Overhead (10%)	\$	1,955.15
	<i>Subtotal</i>	\$	21,506.67
6	Profit (10%)	\$	2,150.67
	<i>Subtotal</i>	\$	23,657.34
7	Bond (2%)	\$	473.15
	GRAND TOTAL	\$	24,130.49

Matthew Spencer

From: Mark Hubal <Mark.Hubal@rve.com>
Sent: Wednesday, July 17, 2024 12:57 PM
To: Adamkiewicz, Jaroslaw; awells@PVWC.com; Matthew Spencer; Gregory Sullivan; Stanley Kalucki; Gail Pacifico; Lisa Hartman; Gabriel Parent
Cc: jmueller@pvwc.com; pporcaro@pvwc.com; Stephanie Cuthbert; Ralph Diaco; Joseph Diaco; Youssef Osman; Adalberto Fijor
Subject: PVWC Contract 22-B-7 - Request for PCO Pricing

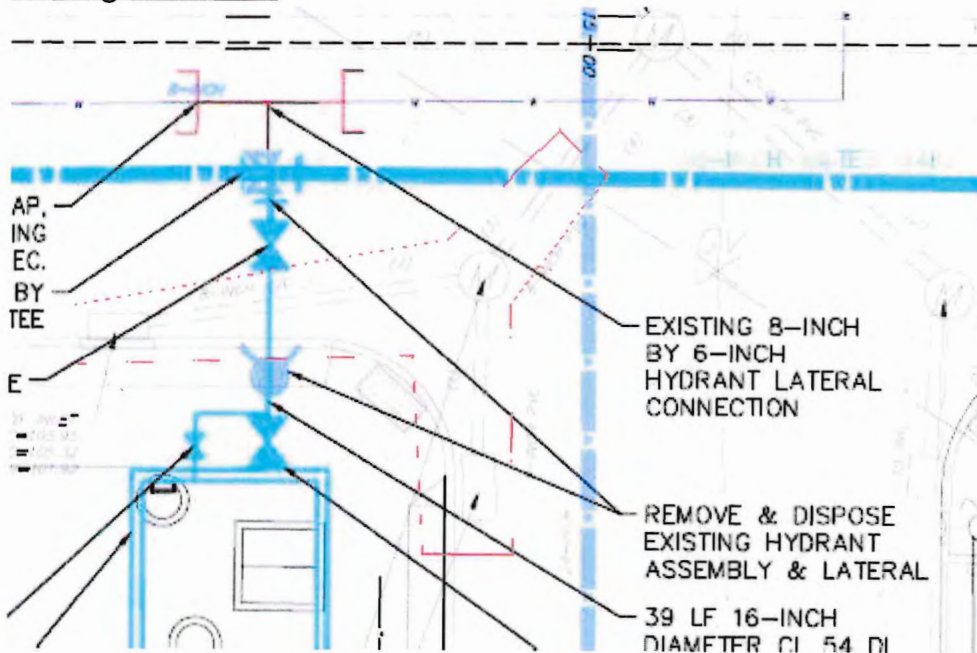
[EXTERNAL EMAIL]

Matt –

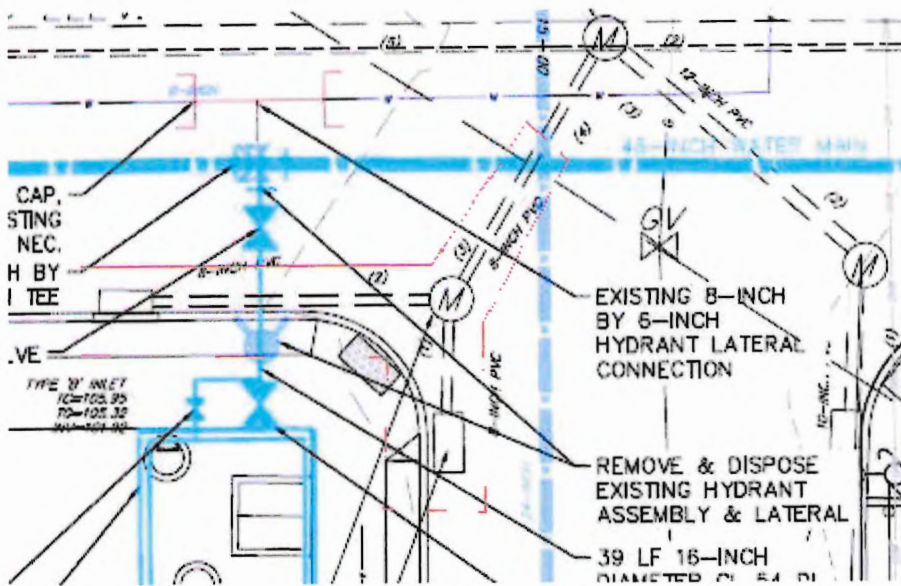
In order to resolve the conflict between the existing 8” storm line and the 48-inch water main, PVWC requests a proposed cost from grade for the following scope of work as depicted in Detail B below:

1. New manhole and removal of old manhole.
2. New 8 inch PVC line from Southwest inlet to new manhole.
3. Connect to the existing line from the other inlet in Spring Street at the Southwest corner of 21 and Spring.\
4. New line to connect to the collection manhole in the center of 21 and Spring.

Existing Conditions:



Proposed Realignment:



Greg has addition field information as to the area of the 24" and 48" crossing, which can be discussed at this afternoon's meeting, near where the storm line crosses. Please give me a call if you have any questions – thanks!

Mark

Mark A. Hubal, PE, BCEE
 Associate
Remington & Vernick Engineers
 2059 Springdale Road
 Cherry Hill, NJ 08003
 Office: 856.795.9595 ext. 1811
 Cell: 609-760-0543
mark.hubal@rve.com



Offices throughout NJ • PA • MD • DE • NC

RVE.com | [LinkedIn](#)

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PCO #021

Grade
 110 Pennsylvania Avenue
 Paterson, New Jersey 07501
 Phone: 973-925-4021
 Fax: 973-782-5958

Project: 22-152 - Water Transmission Main Improvements Industrial Loop
 Paterson, New Jersey 07503

Prime Contract Potential Change Order #021: Re-route Existing Sanitary Sewer Line. Install (1) Standard Manhole & (1) Doghouse Manhole

TO:	Passaic Valley Water Commission Passaic Valley Water Commission PO Box 11393 Newark, New Jersey 07101-4393	FROM:	Grade Construction 110 Pennsylvania Avenue Paterson, New Jersey 07501
PCO NUMBER/REVISION:	021 / 0	CONTRACT:	1 -
REQUEST RECEIVED FROM:	Mark A. Hubal, PE, BCEE (Remington & Vernick)	CREATED BY:	Matthew Spencer (Grade Construction)
STATUS:	Pending - In Review	CREATED DATE:	8/6/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Unit/Quantity Based
SCHEDULE IMPACT:	28 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$140,420.68

POTENTIAL CHANGE ORDER TITLE: Re-route Existing Sanitary Sewer Line. Install (1) Standard Manhole & (1) Doghouse Manhole

CHANGE REASON: Extra Work

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #035 - Re-route Existing Sanitary Sewer Line. Install (1) Standard Manhole & (1) Doghouse Manhole.

EXCLUSIONS:

- Any engineering, value engineering, all testing, video of all lines, jetting of all lines,
- Grout/Flowable fill existing sanitary sewer line. To remain and abandon in place.
- Boots at existing sanitary manhole connections.
- Removal of any existing sanitary lines and dropped pipe at the water main location.
- Rehabilitation to existing manholes and main trunk lines.

CLAIRIFICATIONS:

- The existing 24"x48" egg shaped sanitary trunk line is over approximately 140 years old. The condition of the existing trunk line is unknown. Grade will be held harmless of any trunk line failures due to its age, type and unknown conditions.
- The proposed tie in invert elevation is too low at the doghouse manhole. It is recommended to raise this invert higher than the existing trunk line invert. Please provide an invert elevation.
- This proposal does not include the removal of any concrete subbase under the existing roadway. If encountered, it will be billed as T&M at the agreed upon rates previously.
- Reported lead time for the precast structures is 2-3 weeks

Scope of Work:

- Remove & Dispose <6" Thick, HMA Pavement, Onsite (No Milling)
- Perform Emergency Or Bypass Pumping
- Connection To Existing Precast Structures By Core Drilling
- Install 12" SDR-35 San. Swr. Pipe
- Install Manhole Standard 4' Diameter
- Install Manhole Doghouse
- Install 25M64 HMA Base Course, 6" Thick, Patching Trench By Hand
- Install 9.5M64 HMA Surface Course 2" Thick, Patching Trench By Hand
- Export Excess, Loading, Hauling, & Disposal From Stockpile



PCO #021

ATTACHMENTS:

[3937X030 - SANITARY LINE RELOCATION - SPRING STREET - PLAN D.pdf](#)

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	100-00001.O General Conditions- General.Other	Re-route Existing Sanitary Sewer Line. Install (1) Standard Manhole & (1) Doghouse Manhole.	1.0	ls	\$140,420.68	\$140,420.68
Grand Total:						\$140,420.68



Mark A. Hubal, PE, BCEE (Remington & Vernick)
2059 Springdale Road
Cherry Hill, New Jersey 08003

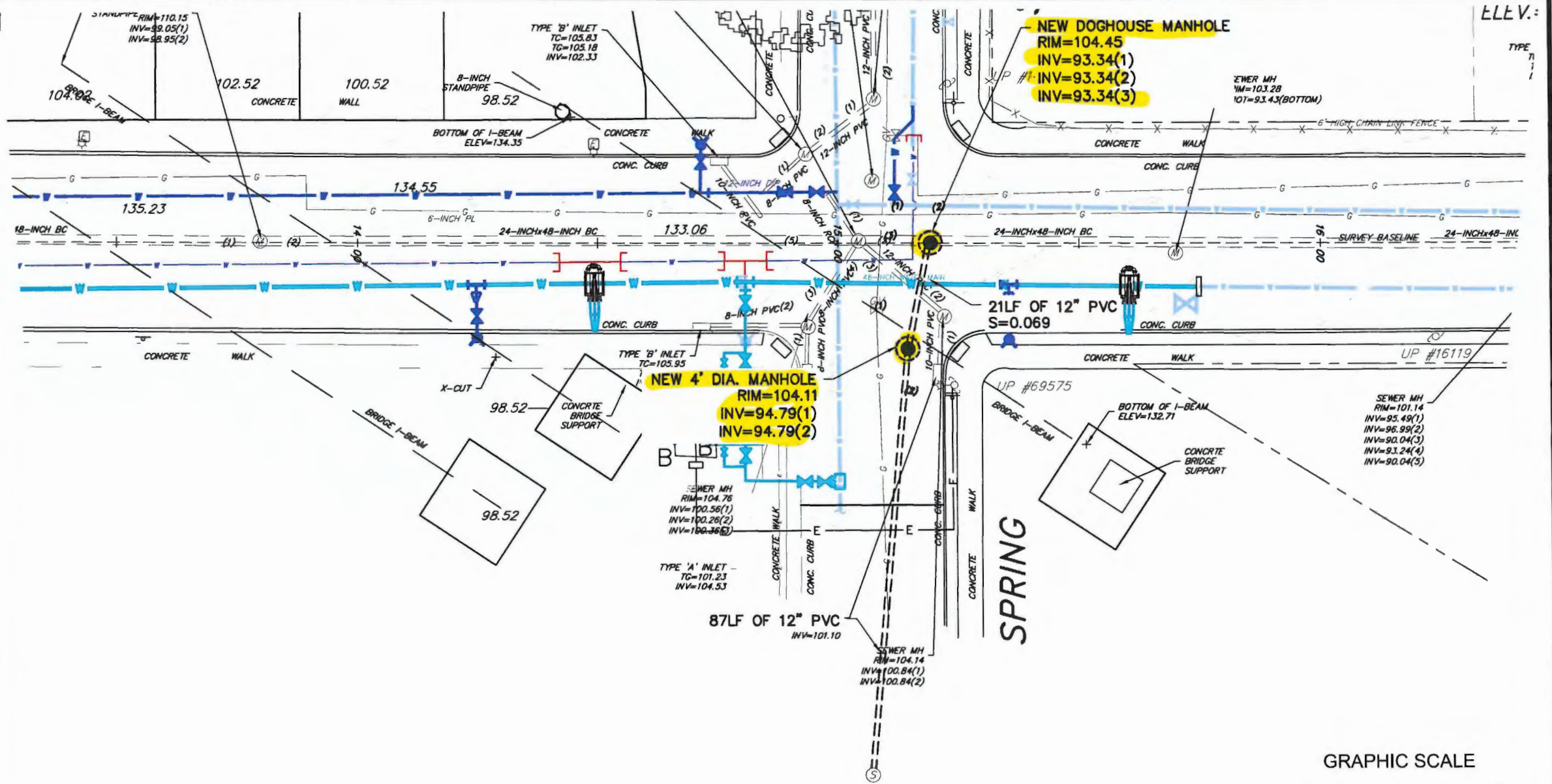
Passaic Valley Water Commission
Passaic Valley Water Commission PO Box
11393
Newark, New Jersey 07101-4393

Grade Construction
110 Pennsylvania Avenue
Paterson, New Jersey 07501

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



SANITARY LINE RELOCATION - PLAN D
SCALE: 1"=20'

ONE HARMON PLAZA, SUITE 600
 SECAUCUS, N.J. 07094
 (201) 624-2137, FAX (201) 624-2136
 WEB SITE ADDRESS : WWW.RVE.COM
 CERTIFICATE OF AUTHORIZATION: 24 GA 28003300

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 18, 2024
To: J. Mueller
From: P. Porcaro
cc: C. Vozzella, A. Wells, L. Bresemann, Y. Weiss
Re: Resolution No. 24-112: Change Order No. 3 for Contract 22-B-07 Entitled "Water Transmission Main Improvements to the Industrial Loop"

Contract 22-B-07 entitled "Water Transmission Main Improvements to the Industrial Loop" was awarded to Grade Construction (Grade), of Fair Lawn, New Jersey at PVWC's May 11, 2022 Commission Meeting (Resolution No. 22-053) with a not to exceed amount of \$6,199,555.39.

Change Order No. 1 covered the unexpected removal of 6-inches thick of concrete subbase and additional test pitting used to investigate unknown subsurface conditions for removal and stockpiling of abandoned PSE&G gas mains that obstructed the work area which increased the total adjusted Contract Price by \$122,175.90.

Change Order No. 2 covered out-of-scope work due to unexpected subsurface conditions which included unexpected removal of and stockpiling of abandoned PSE&G gas mains that are obstructing the work area, removal of buried concrete valve chamber, removal of concrete saddle around 48-inch inlet line to Levine Reservoir, repairs to damaged unmarked electrical conduit, replacement of storm inlet and additional test pitting which further increased the total adjusted Contract Price by \$141,180.87.

Proposed Change Order No. 3 is to cover out-of-scope work which includes the installation of yard fencing to protect materials stored onsite due to issues that the Contractor was having with the homeless encampment, procurement and installation of stop logs at the Levine Reservoir for isolation of the inlet line to the reservoir and relocation of the storm sewer system on 21st Avenue which further increases the total adjusted Contract Price by \$289,962.40, as recommended in the correspondences from the Resident Engineer, Remington & Vernick Engineers on September 11, 2024 bringing the revised not to exceed to a total of \$6,752,874.56 (total increase of 8.9% to the original price).

The additional work and unexpected delays due to NJDOT permitting issues will require time extension to the existing contract to April 30, 2025.

EXHIBIT C

RESOLUTION # 24-113

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO APPROVE CHANGE ORDER #7 FOR CONTRACT NO. 15-B-25 ENTITLED "WATER STORAGE IMPROVEMENTS PHASE 1 – STANDBY EMERGENCY GENERATORS"

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

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

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

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

WHEREAS, previously approved Change Order No. 4, 5 and 6 were no cost change orders as approved by the Commission on July 27, 2022, October 25, 2023 and March 27, 2024; and

WHEREAS, Proposed Change Order No. 7 is a no cost change order; and

WHEREAS, a copy of the executed Contract Modification Proposal and Acceptance Form, Modification No. 7, describing the changes in the scope of work was signed and sealed by Jacobs

Engineering, signed by PVWC's Chief Engineer and signed by Stone Hill Contracting was submitted to the New Jersey Water Bank on September 17, 2024 and has received final State approval is attached hereto and made a part hereto as **Exhibit A**.

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

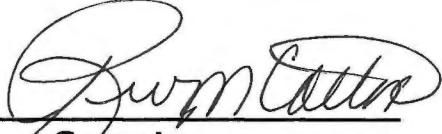
1. That PVWC hereby approves Change Order No. 7 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

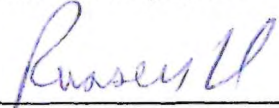
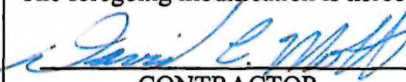

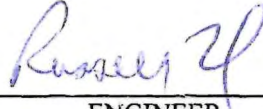
I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

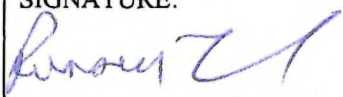
CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE PVWC	2. PROJECT NO. 1605002-025	3. CONTRACT NO. 15-B-25	4. MODIFICATION NO. 7
5. TO (CONTRACTOR) Stone Hill Contractor's Inc 2 52 W. Swamp Rd., Ste. 19 PO Box 1370 • Doylestown, PA 18901 (215)340-1840 • FAX (215) 340-1991		6. PROJECT LOCATION AND DESCRIPTION Water Storage Improvements Phase 1 Standby Emergency Generators, Totowa, NJ	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).			
<u>9/12/24</u> Date	<u>Russell Ford, PE- Vice-President Jacobs</u> Type Name and Title	<u></u> Signature	
8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work: The remaining unit price work identified are unused items necessary for project completion. See Attachment A			
TOTAL COST OF THIS MODIFICATION (\$1,514,493.36)			
The contract time is hereby: <i>increase</i> <i>decrease</i> or <i>remains the same</i> by <u>41</u> calendar days as a result of this modification. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
The foregoing modification is hereby accepted:			
<u></u> CONTRACTOR	<u></u> OWNER	<u></u> ENGINEER (NJPE SEAL)	
BY: <u>David Mott- Principal</u>	BY: <u>Pat Porcaro- Director of Engineering</u>	BY: <u>Russell Ford, Vice President</u>	
DATE: <u>Sept 9, 2024</u>	DATE: <u>9/16/2024</u>	DATE: <u>9/12/24</u>	
APPROVAL:			
_____		_____	
STATE OF NEW JERSEY		DATE	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE PVWC	10. PROJECT NO. 1605002-025	11. CONTRACT NO. 15-B-25	12. MODIFICATION NO. 7
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
<p>See Attachment B</p>			
NET INCREASE \$ <u> \$0.00 </u>		NET DECREASE \$ <u> 1,514,493.36 </u>	
DATE: <i>Sept 9, 2024</i>		TYPE NAME AND TITLE: (Contractor) David Mott- Principal, Stone Hill Contracting Co, Inc.	
		SIGNATURE: <i>David C. Mott</i>	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. PVWC/1605002-025	15. CONTRACT NO. 15-B-25	16. MODIFICATION NO. 7
17. ORIGINAL CONTRACT BID PRICE \$ <u>28,500,000.00</u> TOTAL OF PREVIOUS CHANGE ORDERS \$ <u>990,493.51</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>29,490,493.51</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: See Attachment C		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: N/A		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : No negotiations required. The prices proposed are associated with the Final Change Order to credit out unused unit price items identified in the contract.		
DATE: 7/12/24	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Russell Ford, Vice- President Jacobs	SIGNATURE: 

**Attachment A
 (DESCRIPTION OF CHANGE)**

Issuing Office: Passaic Valley Water Commission
Project Number: 1605002-025
Modification No.: 7

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

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

Item No.	Item Description	Unit Price	Estimated Quantity	Unit	Total Cost
1	(Credit) U1a - Additional Rock Excavation (Min \$40)	\$89.90	200	CY	(\$17,980.00)
2	(Credit) U1b - Additional Fill Required	\$55.10	978.99	CY	(\$53,942.35)
3	(Credit) U1c - Additional Unclassified, Non Contaminated Excavation	\$28.80	693.38	CY	(\$19,969.34)
4	(Credit) U1e - Additional Demolition and Disposal Reinforced Concrete	\$155.00	399.26	CY	(\$61,885.30)
5	(Credit) U1f - Additional Potholes And Test Pits	\$1,840.00	27	EA	(\$49,680.00)
6	(Credit) U2a - Additional 5" PVC Conduit	\$56.50	179	LF	(\$10,113.50)
7	(Credit) U2b - Additional 5" RGS Conduit	\$33.60	500	LF	(\$16,800.00)
8	(Credit) U2c - Additional 4" PVC Conduit	\$30.60	400	LF	(\$12,240.00)
9	(Credit) U2d - Additional 2" PVC Conduit	\$12.56	600	LF	(\$7,536.00)
10	(Credit) U2e - Additional 1" PVC Conduit	\$10.00	1,000	LF	(\$10,000.00)
11	(Credit) U2f - Additional 3/4" PVC Conduit	\$7.80	1,000	LF	(\$7,800.00)
12	(Credit) U2g - Additional 250 KCM EPR 5 KV	\$64.50	900	LF	(\$58,050.00)
13	(Credit) U2h - Additional #4/0 EPR Insulated 35 KV Conductors	\$62.30	900	LF	(\$56,070.00)
14	(Credit) U2i - Additional 10 x 10 x 8 Manholes (\$5K Min)	\$19,500.00	6	EA	(\$117,000.00)

**Attachment A
 (DESCRIPTION OF CHANGE)**

15	(Credit) U2] - Additional 4 x 4 Manholes (\$2K Min)	\$7,900.00	4	EA	(\$31,600.00)
16	(Credit) U3c - Additional 4000 PSI Concrete	\$826.50	383.89	CY	(\$317,285.08)
17	(Credit) U4a - Additional 50' Class 3 Douglass Fir Treated Pole (\$2K)	7,100.00	5	EA	(\$36,254.05)
18	(Credit) U4b - Additional 2/0 Aluminum Conductor	\$39.00	7,531.98	LF	(\$293,747.24)
19	(Credit) U4c - Additional 35 KV Spacer Messenger Ties	\$142.00	100	EA	(\$14,200.00)
20	(Credit) U4d - Additional Add Ab Chance Helical Guying Anchors	\$1,600.00	20	EA	(\$32,000.00)
21	(Credit) U4e - Additional Rohn 5/8" Guy Wire End	\$32.80	1,000.00	LF	(\$32,800.00)
22	(Credit) U4f - Additional. Steel Messenger Cable LEXCO Messenger	\$19.70	1,800.00	LF	(\$35,460.00)
23	(Credit) U7a - F&I Ground Cover Shrubs, Trees, Etc.	\$30,000.00	1	LS	(\$30,000.00)
24	(Credit) U8a - Permit Fees	\$28,422.50	1	LS	(\$28,422.50)
25	(Credit) U9a - Asphalt Price Adjustment	\$10,000.00	1	LS	(\$10,000.00)
26	(Credit) U10a - Fuel Price Adjustment	\$20,000.00	1	LS	(\$20,000.00)
27	(Credit) U11a - 3 Year Maintenance Agreement For Gear	\$250,000.00	1	LS	(\$133,658.00)
28	Contract Time Extension	\$0.00	1	LS	\$0.00
	Total:				(\$1,514,493.36)

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

Issuing Office: Passaic Valley Water Commission
Project Number: 1605002-025
Modification No.: 7

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

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

- 1) **(Credit) U1a - Additional Rock Excavation (Min \$40)**
 - i) A **credit** of the contract for (\$17,980.00)
- 2) **(Credit) U1b - Additional Fill Required**
 - i) A **credit** of the contract for (\$53,942.35)
- 3) **(Credit) U1c - Add'l. Unclassified, Non Contaminated Excavation**
 - i) A **credit** of the contract for (\$19,969.34)
- 4) **(Credit) U1e - Add'l. Demolition and Disposal Reinforced Concrete**
 - i) A **credit** of the contract for (\$61,885.30)
- 5) **(Credit) U1f - Add'l. Potholes And Test Pits**
 - i) A **credit** of the contract for (\$49,680.00)
- 6) **(Credit) U2a - Additional 5" PVC Conduit**
 - i) A **credit** of the contract for (\$10,113.50)
- 7) **(Credit) U2b - Additional 5" RGS Conduit**
 - i) A **credit** of the contract for (\$16,800.00)
- 8) **(Credit) U2c - Additional 4" PVC Conduit**
 - i) A **credit** of the contract for (\$12,240.00)
- 9) **(Credit) U2d - Additional 2" PVC Conduit**
 - i) A **credit** of the contract for (\$7,536.00)

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

- 10) **(Credit) U2e - Additional 1" PVC Conduit**
 - i) A **credit** of the contract for (\$10,000.00)
- 11) **(Credit) U2f - Additional 3/4" PVC Conduit**
 - i) A **credit** of the contract for (\$7,800.00)
- 12) **(Credit) U2g - Additional 250 KCM EPR 5 KV**
 - i) A **credit** of the contract for (\$58,050.00)
- 13) **(Credit) U2h - Additional #4/0 EPR Insulated 35 KV Conductors**
 - i) A **credit** of the contract for (\$56,070.00)
- 14) **(Credit) U2i - Additional 10 x 10 x 8 Manholes (\$5K Min)**
 - i) A **credit** of the contract for (\$117,000.00)
- 15) **(Credit) U2j - Additional 4 x 4 Manholes (\$2K Min)**
 - i) A **credit** of the contract for (\$31,600.00)
- 16) **(Credit) U3c - Additional 4000 PSI Concrete**
 - i) A **credit** of the contract for (\$317,285.08)
- 17) **(Credit) U4a - Add'l. 50' Class 3 Douglass Fir Treated Pole (\$2K)**
 - i) A **credit** of the contract for (\$36,254.05)
- 18) **(Credit) U4b - Add'l. 2/0 Aluminum Conductor**
 - i) A **credit** of the contract for (\$293,747.24)
- 19) **(Credit) U4c - Add'l. 35 KV Spacer Messenger Ties**
 - i) A **credit** of the contract for (\$14,200.00)
- 20) **(Credit) U4d - Add'l. Add Ab Chance Helical Guying Anchors**
 - i) A **credit** of the contract for (\$32,000.00)
- 21) **(Credit) U4e - Add'l. Rohn 5/8" Guy Wire End**
 - i) A **credit** of the contract for (\$32,800.00)
- 22) **(Credit) U4f - Add'l. Steel Messenger Cable LEXCO Messenger**
 - i) A **credit** of the contract for (\$35,460.00)

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

- 23) **(Credit) U7a - F&I Ground Cover Shrubs, Trees, Etc.**
 - i) A **credit** of the contract for (\$30,000.00)
- 24) **(Credit) U8a - Permit Fees**
 - i) A **credit** of the contract for (\$28,422.50)
- 25) **(Credit) U9a - Asphalt Price Adjustment**
 - i) A **credit** of the contract for (\$10,000.00)
- 26) **(Credit) U10a - Fuel Price Adjustment**
 - i) A **credit** of the contract for (\$20,000.00)
- 27) **(Credit) U11a - 3 Year Maintenance Agreement For Gear**
 - i) A **credit** of the contract for (\$133,658.00)
- 28) **Contract Time Extension**
 - i) PVWC Resolution For Contract Extension For Contract No. 15-B-25 Entitled "Water Storage Improvements Phase 1 – Standby Emergency Generators; dated June 26, 2024.
 - ii) This is a zero-dollar cost time extension

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

Issuing Office: Passaic Valley Water Commission
Project Number: 1605002-025
Modification No.: 7

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

1. Change **(Credit)** to the Contract Work to credit back to the contract \$17,980.00 of unused Unit Price Allowance funds for the – Additional Rock Excavation in Unit Price Item U1a - Additional Rock Excavation (600 CY @ \$89.90/CY). This Unit Price Allowance item will not be fully used. This is a **(\$17,980.00) credit** to the contract.
2. Change **(Credit)** to the Contract Work to credit back to the contract \$53,942.35 of unused Unit Price Allowance funds for the – Additional Fill Required in Unit Price Item U1b - Additional Fill Required (1000 CY @ \$55.10/CY). This Unit Price Allowance item will not be fully used. This is a **(\$53,942.35) credit** to the contract.
3. Change **(Credit)** to the Contract Work to credit back to the contract \$19,969.34 of unused Unit Price Allowance funds for the – Additional Unclassified, Non Contaminated Excavation in Unit Price Item U1c - Additional Unclassified, Non Contaminated Excavation (800 CY @ \$28.80/CY). This Unit Price Allowance item will not be fully used. This is a **(\$19,969.34) credit** to the contract.
4. Change **(Credit)** to the Contract Work to credit back to the contract \$61,885.30 of unused Unit Price Allowance funds for the – Additional Demolition and Disposal Reinforced Concrete in Unit Price Item U1e - Additional Demolition and Disposal Reinforced Concrete (400 CY @ \$155.00/CY). This Unit Price Allowance item will not be fully used. This is a **(\$61,885.30) credit** to the contract.
5. Change **(Credit)** to the Contract Work to credit back to the contract \$49,680.00 of unused Unit Price Allowance funds for the – Additional Potholes And Test Pits in Unit Price Item U1f - Additional. Potholes And Test Pits (30 EA @ \$1,840.00/EA). This Unit Price Allowance item will not be fully used. This is a **(\$49,680.00) credit** to the contract.
6. Change **(Credit)** to the Contract Work to credit back to the contract \$10,113.50 of unused Unit Price Allowance funds for the – Additional 5" PVC Conduit in Unit Price Item U2a - Additional 5" PVC Conduit (500 LF @ \$56.50/LF). This Unit Price Allowance item will not be fully used. This is a **(\$10,113.50) credit** to the contract.
7. Change **(Credit)** to the Contract Work to credit back to the contract \$16,800.00 of unused Unit Price Allowance funds for the – Additional 5" RGS Conduit in Unit Price Item U2b - Additional 5" RGS Conduit (500 LF @ \$33.60/LF). This Unit Price Allowance item will not be fully used. This is a **(\$16,800.00) credit** to the contract.

Attachment C

(NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS)

8. Change **(Credit)** to the Contract Work to credit back to the contract \$12,240.00 of unused Unit Price Allowance funds for the – Additional 4" PVC Conduit in U2c - Additional 4" PVC Conduit (400 LF @ \$30.60/LF). This Unit Price Allowance item will not be fully used. This is a **(\$12,240.00) credit** to the contract.
9. Change **(Credit)** to the Contract Work to credit back to the contract \$7,536.00 of unused Unit Price Allowance funds for the – Additional 2" PVC Conduit in U2d - Additional 2" PVC Conduit (600 LF @ \$12.56/LF). This Unit Price Allowance item will not be fully used. This is a **(\$7,536.00) credit** to the contract.
10. Change **(Credit)** to the Contract Work to credit back to the contract \$10,000.00 of unused Unit Price Allowance funds for the – Additional 1" PVC Conduit in U2e - Additional 1" PVC Conduit (1000 LF @ \$10.00/LF). This Unit Price Allowance item will not be fully used. This is a **(\$10,000.00) credit** to the contract.
11. Change **(Credit)** to the Contract Work to credit back to the contract \$7,800.00 of unused Unit Price Allowance funds for the – Additional 3/4" PVC Conduit in U2f - Additional 3/4" PVC Conduit (1000 LF @ \$7.80/LF). This Unit Price Allowance item will not be fully used. This is a **(\$7,800.00) credit** to the contract.
12. Change **(Credit)** to the Contract Work to credit back to the contract \$58,050.00 of unused Unit Price Allowance funds for the – Additional 250 KCM EPR 5 KV in U2g - Additional 250 KCM EPR 5 KV (900 LF @ \$64.50/LF). This Unit Price Allowance item will not be fully used. This is a **(\$58,050.00) credit** to the contract.
13. Change **(Credit)** to the Contract Work to credit back to the contract \$56,070.00 of unused Unit Price Allowance funds for the – Additional #4/0 EPR Insulated 35 KV Conductors in U2h - Additional #4/0 EPR Insulated 35 KV Conductors (900 LF @ \$62.30/LF). This Unit Price Allowance item will not be fully used. This is a **(\$56,070.00) credit** to the contract.
14. Change **(Credit)** to the Contract Work to credit back to the contract \$117,000.00 of unused Unit Price Allowance funds for the – Additional 10 x 10 x 8 Manholes in U2i - Additional 10 x 10 x 8 Manholes (6 EA @ \$19,500/EA). This Unit Price Allowance item will not be fully used. This is a **(\$117,000.00) credit** to the contract.
15. Change **(Credit)** to the Contract Work to credit back to the contract \$31,600.00 of unused Unit Price Allowance funds for the – Additional 4 x 4 Manholes in U2j - Additional 4 x 4 Manholes (4 EA @ \$7,900/EA). This Unit Price Allowance item will not be fully used. This is a **(\$31,600.00) credit** to the contract.
16. Change **(Credit)** to the Contract Work to credit back to the contract \$317,285.08 of unused Unit Price Allowance funds for the – Additional 4000 PSI Concrete in U3c - Additional 4000 PSI Concrete (400 EA @ \$826.50/CY). This Unit Price Allowance item will not be fully used. This is a **(\$317,285.08) credit** to the contract.

Attachment C

(NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS)

17. Change **(Credit)** to the Contract Work to credit back to the contract \$36,254.05 of unused Unit Price Allowance funds for the – Additional 50' Class 3 Douglass Fir Treated Pole in U4a - Additional 50' Class 3 Douglass Fir Treated Pole (22 EA @ \$7,100.00/EA). This Unit Price Allowance item will not be fully used. This is a **(\$36,254.05) credit** to the contract.
18. Change **(Credit)** to the Contract Work to credit back to the contract \$293,747.24 of unused Unit Price Allowance funds for the – Additional 2/0 Aluminum Conductor in Unit Price Item U4b - Additional 2/0 Aluminum Conductor (15,000 LF @ \$39.00/LF). This Unit Price Allowance item will not be fully used. This is a **(\$293,747.24) credit** to the contract.
19. Change **(Credit)** to the Contract Work to credit back to the contract \$14,200.00 of unused Unit Price Allowance funds for the – Additional 35 KV Spacer Messenger Ties in Unit Price Item U4c - Additional 35 KV Spacer Messenger Ties (100 EA @ \$142.00/EA). This Unit Price Allowance item will not be fully used. This is a **(\$14,200.00) credit** to the contract.
20. Change **(Credit)** to the Contract Work to credit back to the contract \$32,000.00 of unused Unit Price Allowance funds for the – Additional Add Ab Chance Helical Guying Anchors in Unit Price Item U4d - Additional Add Ab Chance Helical Guying Anchors (20 EA @ \$1,600.00/EA). This Unit Price Allowance item will not be fully used. This is a **(\$32,000.00) credit** to the contract.
21. Change **(Credit)** to the Contract Work to credit back to the contract \$32,800.00 of unused Unit Price Allowance funds for the – Additional Rohn 5/8" Guy Wire End in Unit Price Item U4e - Additional Rohn 5/8" Guy Wire End (1000 LF @ \$32.80/LF). This Unit Price Allowance item will not be fully used. This is a **(\$32,800.00) credit** to the contract.
22. Change **(Credit)** to the Contract Work to credit back to the contract \$35,460.00 of unused Unit Price Allowance funds for the – Additional Steel Messenger Cable LEXCO Messenger in Unit Price Item U4f - Additional Steel Messenger Cable LEXCO Messenger (1800 LF @ \$19.70/LF). This Unit Price Allowance item will not be fully used. This is a **(\$35,460.00) credit** to the contract.
23. Change **(Credit)** to the Contract Work to credit back to the contract \$30,000.00 of unused Unit Price Allowance funds for the – F&I Ground Cover Shrubs, Trees, Etc. in Unit Price Item U7a - F&I Ground Cover Shrubs, Trees, Etc. (1 LS @ \$30,000.00). This Unit Price Allowance item will not be fully used. This is a **(\$30,000.00) credit** to the contract.
24. Change **(Credit)** to the Contract Work to credit back to the contract \$28,422.50 of unused Unit Price Allowance funds for the – Permit Fees in Unit Price Item U8a - Permit Fees (1 LS @ \$50,000.00). This Unit Price Allowance item will not be fully used. This is a **(\$28,422.50) credit** to the contract.
25. Change **(Credit)** to the Contract Work to credit back to the contract \$10,000.00 of unused Unit Price Allowance funds for the – Asphalt Price Adjustment in Unit Price Item U9a - Asphalt Price Adjustment (1 LS @ \$10,000.00). This Unit Price Allowance item will not be fully used. This is a **(\$10,000.00) credit** to the contract.

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

26. Change **(Credit)** to the Contract Work to credit back to the contract \$20,000.00 of unused Unit Price Allowance funds for the – Fuel Price Adjustment in Unit Price Item U10a - Fuel Price Adjustment (1 LS @ \$20,000.00). This Unit Price Allowance item will not be fully used. This is a **(\$20,000.00) credit** to the contract.
27. Change **(Credit)** to the Contract Work to credit back to the contract \$133,658.00 of unused Unit Price Allowance funds for the – 3 Year Maintenance Agreement For Gear in U11a - 3 Year Maintenance Agreement For Gear (1 LS @ \$250,000.00). This Unit Price Allowance item will not be fully used. This is a **(\$133,658.00) credit** to the contract.
28. A contract time extension is being authorized by the Owner via (Resolution For Contract Extension For Contract No. 15-B-25 Entitled “Water Storage Improvements Phase 1 – Standby Emergency Generators”; dated June 26, 2024) to allow completion of all punch list items and perform all administrative tasks to close out the project. The Final Completion Date is being extended from June 21, 2024 to August 1, 2024 (41 days).

Change Order No. 07
Back-up Documentation

Item No. 28: Contract Time Extension

RESOLUTION # 24-079

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR CONTRACT EXTENSION FOR
CONTRACT NO. 15-B-25 ENTITLED "WATER STORAGE IMPROVEMENTS
PHASE 1-STANDBY EMERGENCY GENERATORS"**

DATE OF ADOPTION: JUNE 26, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, under Contract 15-B-25 entitled "Water Storage Improvements Phase 1 – Standby Emergency Generators" (the "Contract"), was awarded to Stone Hill Contracting Co., Inc., of Doylestown, Pennsylvania (the "Contractor") at PVWC's Commission Meeting dated December 21, 2016 (PVWC Resolution No. 16-151) in accordance with the authorized scope of work with a total adjusted Contract Price of \$29,490,493.51; and

WHEREAS, it is recommended that PVWC provide the Contractor with a non-compensatory time extension to the existing contract from June 21, 2024 to August 1, 2024 to allow contractor to complete all punch list items and perform all final administrative tasks;


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

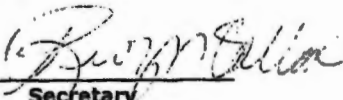
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

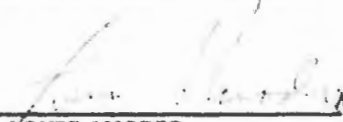


 Secretary
RUBY N. COTTON

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 June 26, 2024.



LOUIS AMODIO
 Administrative Secretary

RESOLUTION # 24-114

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE SCADA CONSULTING SERVICES
THROUGH THE NEW JERSEY PURCHASING ALLIANCE**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the PVWC has several capital projects underway that will place demand on our SCADA environment that exceeds PVWC's internal comprehensive workload; and

WHEREAS, the PVWC seeks to procure services to fulfill SCADA integration design work requirements; and

WHEREAS, New Jersey Purchasing Alliance, Contract Number CK04, Subcontract Number 24-38 (the "State Contract"), as described on Quotation Number 25142236, see **EXHIBIT A**, is for the procurement of said services needed to support these essential infrastructure remediation projects; and

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

WHEREAS, PVWC has elected to procure the above-referenced network equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$176,550.00, a copy of a memorandum dated September 11, 2024, from the IT Department, attached hereto as **Exhibit B**: and

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

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

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

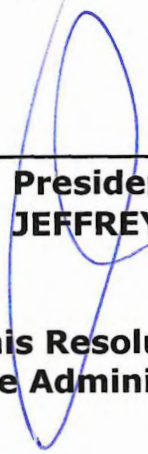
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

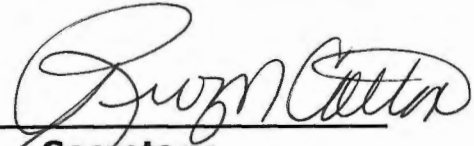
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

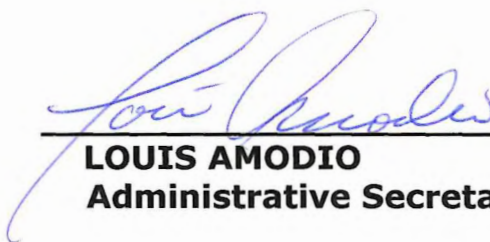


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
 Quotation #: 25142236
 Created On: 7/31/2024
 Valid Until: 8/30/2024

NJ-City of Passaic Valley Water Commission

Account Executive

Eric Coan
 1525 Main Avenue
 Clifton, NJ 07011
 United States
 Phone: 973-340-4376
 Fax:
 Email: ecoan@pvwc.com

John Turba
 300 Davidson Ave,
 Somerset NJ 08873
 Phone: 201-953-0265
 Fax:
 Email: John_Turba@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Engineering Constling Services for One Year Avanceon LP - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$176,550.00	\$176,550.00
		Total	\$176,550.00

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

- 1 Meetings between PVWC and Avanceon in June 2024
- 2 RFI's for the Advanced Levine Project
- 3 Collateral via SharePoint site for the "Two Bridges" Flowmeter
- 4 Collateral via SharePoint site for the Advanced Levine Instrumentation
- 5 Collateral via SharePoint site for the Levine Reservoir
- 6 Collateral via SharePoint site for the Mini-RTU upgrades
- 7 Collateral via SharePoint site for the Morris County VFD Upgrade
- 8 Collateral via SharePoint site for the Residuals Building Upgrade
- 9 Collateral via SharePoint site for the Standard RTUs upgrades

The first step that has already begun is working with PVWC to understand the current priorities based upon the projects that are currently underway. It is important for Avanceon to get up to speed to be able to assist in processing RFI's and reviews that are already underway. Additionally, PVWC and Avanceon seek to course correct process specifications that do not set up PVWC for a successful implementation. Upon review of collateral a consultation package will be delivered to those executing the work outlining requirements in order to meet Passaic Valley's best interests and standardization.

After the immediate needs of PVWC are met based on the current project activities Avanceon seeks to assist in the development and review of future bid specifications to ensure PVWC is delivered a system that adheres to their current control methodologies. Throughout the engagement Avanceon seeks to provide risk mitigation by working with PVWC to provide technical expertise and detect issues in the project paths as early as possible.

The following is a preliminary list of the engagements PVWC is currently looking for Avanceon's assistance with: Engineering Projects:

- ? Residuals Building Upgrade - On-Going, ** Priority
- ? Levine Reservoir (Decommission of Reservoir, Installation of Tanks) - On-Going, ** Priority
- ? "Two Bridges" Flowmeter Installation (60" Bi-Directional Mag Meter) - On-Going, ** Priority
- ? "Advanced Levine" Instrumentation Installation (3 Traffic Boxes with a Variety of Instrumentation) - On-Going, ** Priority
- ? Nosenzo Pond PFAS Treatment System – Future
- ? Morris County VFD Upgrade - On-Going, ** Priority
- ? New Street (Decommission of Reservoir, Installation of Tanks) - Future
- Operations
- ? "FOWC" Filter Ozonated Water Conduit Upgrade - On-Going
- ? Great Notch Corrosion Inhibitor Upgrade (AB to SE Conversion) - Future
- ? ActiFlow Panel View Replacement - On-Going
- ? Ozone RTU Replacement - On-Going Remote SCADA Consolidation \ Upgrade
- ? Mini-RTU Deployment - On-Going, ** Priority
- ? Various Sites Standard RTU Deployment - On-Going, ** Priority
- ? McBride Crossover
- ? East Side Pump Station
- ? Granite Ave Tank
- ? Verona Tanks
- ? Jackson Ave Pump Station
- ? Wanaque South Pump Station SCADA
- ? Iconics Genesis 64 Server Replacement & Consolidation - On-Going, **Priority**
- ? Removal of JMP SCADA Servers
- ? Removal of NSI SCADA Servers

SCOPE OF SERVICES

Consulting Services

Avanceon will provide an experienced automation engineer to lead this engagement who will bring in others as needed to address the project needs. We are providing as a part of this proposal time to review, assess, and advise upon the differing project needs as they arise.

DELIVERABLES

? The deliverables for this engagement will be fluid based upon the differing project needs.

Thank you for choosing SHI International Corp! The pricing offered on this quote p

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: September 11, 2024
Re: Recommendation to retain the services of SHI Corp for SCADA Integrator Services

Please accept this Memorandum as a formal recommendation, from the Department of Information technology, to retain the services of SHI Corp for SCADA Integrator Services. As a result of the Commission's \$800 Mill. capital project initiatives, a stream of large and complex infrastructure remediation projects will be coming online; with the residuals building already in flight. The Residuals and Levine Tanks projects come in at about \$40 Mill. each and the Filter Plant projects at another \$10 Mill.

That is roughly \$100 Mill. worth of capital projects, this year alone, with each project placing specific demands upon our SCADA environment. PVWC does not have the technical depth to handle such comprehensive workloads.

The vendor, SHI inc., will fulfill all SCADA integration design work requirements. The costs associated with each project has not been determined; they are still in the preliminary stages. The vendor's service will be retained through the New Jersey Cooperative Purchasing Alliance, at an initially **estimated cost of \$176,550.00 for a 1-year period**. If required integration work costs exceed the above amount, we will return to the Board for additional funds.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **New Jersey Cooperative Purchasing Alliance
Contact No. CK04
Subcontract #24-38
Quotation # 25142236**

Amount of Project or Contract: \$176,550.00 – SHI Corp.

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

Other comments: One Year

Date of Certification: September 25, 2024

Amount Certified: \$176,550.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-115

**AUTHORIZATION TO APPLY FOR A FOURTH EXTENSION OF THE
SUBRECIPIENT AGREEMENT BETWEEN THE NJDEP AND THE PVWC
IMPLEMENTING THE CDBG-DR PROGRAM FOR THE STANDBY GENERATOR
PROJECT, CONTRACT NO. 15-B-25**

DATE OF ADOPTION: SEPTEMBER 25, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Subrecipient Agreement between the NJ Department of Environmental Protection ("NJDEP") and the PVWC supplies the financing the PVWC needs to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project"),

WHEREAS, the Subrecipient Agreement contains a term deadline which is set to expire on June 23, 2024; and

WHEREAS, the Contractor is in the process of completing punch list items requiring additional time prior to final close out of Project is not expected to reach final completion until after the deadline; and

WHEREAS, if the deadline is not extended, the PVWC risks losing approximately \$141,318.00 in eligible financing under the Subrecipient Agreement (see Memorandum attached hereto as **Exhibit A**); and

WHEREAS, the officials of the PVWC request permission from the Commissioners to request an extension of the Subrecipient Agreement by 6 months, which would extend the term to December 23, 2024; and

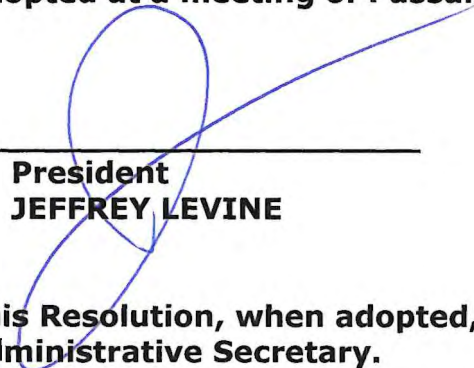
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes the appropriate officials of the PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, to apply to the NJDEP for a fourth extension of the Subrecipient Agreement through to December 23, 2024, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolutions; and
2. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and change order shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

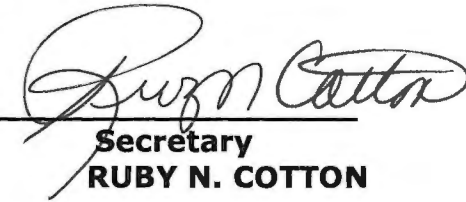
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

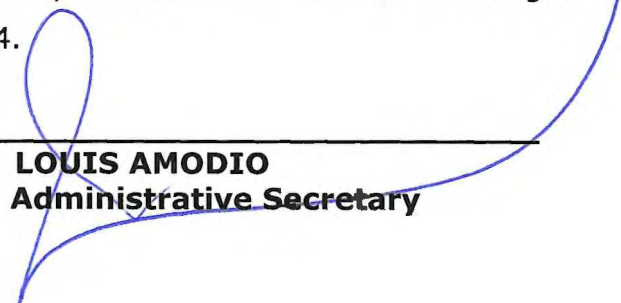


Secretary
RUBY N. COTTON

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 September 25, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 18, 2024

To: J. Mueller

From: P. Porcaro

cc: C. Vozzella, J. Alesandrelli, L. Bresemann, Y. Weiss, Y. Brisman

Re: Resolution No. 24-115: Authorization to Apply for A Fourth Extension of the Subrecipient Agreement between the NJDEP and the PVWC Implementing the CDBG-DR Program for the Standby Generator Project, Contract No. 15-B-25

The Subrecipient Agreement between the NJ Department of Environmental Protection ("NJDEP") and the PVWC supplies the financing the PVWC needs to pay for the construction of the Standby Emergency Generators Project (Contract No. 15-B-25) ("Project"). The Subrecipient Agreement contains a term deadline which is set to expire on June 23, 2024. The Contractor is in the process of completing punch list items requiring additional time prior to final close out of Project is not expected to reach final completion until after the deadline. If the deadline is not extended, the PVWC risks losing approximately \$141,318.00 in eligible financing under the Subrecipient Agreement with a principal forgiveness (about 26%) of about \$36,700. I would like to request permission from the Commissioners to request an extension of the Subrecipient Agreement by 6 months, which would extend the term to December 23, 2024.
