

RESOLUTION # 25-031

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**PROCUREMENT OF NEPTUNE METERS, PRO-CODERS, AND
E-CODERS UNDER THE MORRIS COUNTY COOPERATIVE
PRICING COUNCIL, MCCPC #47**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, PVWC seeks to procure 9,000 R900 meters, 7,200 Pro-Coders, 24 E-Coders and 24 Mach Meters to upgrade their customer's meters which are outdated and have outlived their useful life to improve the services PVWC provides to its customers; and

WHEREAS, the Morris County Cooperative Pricing Council, Contract Number MCCPC #47, (the "Cooperative"), as described on Quotation Number 18598 attached hereto as **Exhibit A**, is for the procurement of said equipment needed to complete these upgrades; 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 Rio Supply, Inc., of Sicklerville, New Jersey (the "Awardee") under the State Contract, in the amount of \$2,036,398.00.00. A copy of a memorandum dated February 18, 2025, from the Director of the Distribution Department, is attached hereto and made a part hereof as **Exhibit B**; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and 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 Distribution Department;

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 Neptune Meters and Radios 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
COTTON, R.	<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>
RIZZI, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSA LIER, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

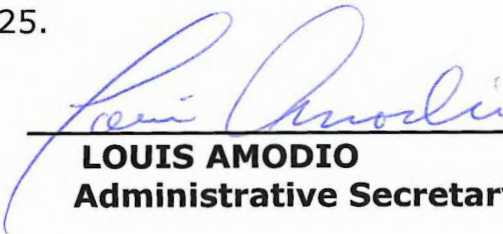


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



RIO Supply, Inc.
100 Allied Pkwy
Sicklerville, NJ 08081
www.riosupply.com

QUOTATION

ADDRESS	SHIP TO	QUOTATION # 18598
PVWC	PVWC	DATE 01/03/2025
Passaic Valley Water	Passaic Valley Water	
Commission	Commission	
1525 Main Avenue	1525 Main Avenue	
Clifton, NJ 07011	Clifton, NJ 07011	

PART #	DESCRIPTION	QTY	PRICE (EA)	TOTAL
.13341-200	R900 v4 Enhanced- Wall	8,000	106.00	848,000.00
.13342-200	r900 v4 Enhanced- PIT w/ 6' Antenna	1,000	126.00	126,000.00
ED2B11RPEF11	5/8" X 3/4" T-10, PRO-CODER, INSIDE, CUFT	5,000	108.50	542,500.00
ED2F11RPEF11	1" T-10 C/I 302 PRO-CODER CUFT WITH	1,000	198.00	198,000.00
ED2C11RPEF11	3/4" T-10, PRO-CODER, INSIDE, CUFT	700	152.00	106,400.00
ED2A11RPEF11	5/8" T-10, PRO-CODER, INSIDE, CUFT	500	108.50	54,250.00
EU3A1F1	3" MACH 10 (12" LL), E-CODER, GALLONS	8	2,060.50	16,484.00
EU3B1F1	3" MACH 10 (17"LL), E-CODER, CUFT	8	2,115.89	16,927.12
EU3C1F1	4" MACH 10 (14" LL), E-CODER, CUBIC FEET	8	2,929.90	23,439.20
EU3D1F1	4 FLG 20 LEN ULTRA/MACH STANDALONE C/F	8	3,009.58	24,076.64
EU3E1F1	6" MACH 10 ULTRASONIC METER (18" LL), E-CODER, CUBIC FEET	8	4,958.77	39,670.16
EU3F1F1	6" MACH 10 ULTRASONIC METER, STANDALONE, CUBIC FEET	8	5,081.36	40,650.88

MCCPC #47

Contact Us:	TOTAL	\$2,036,398.00
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Bryan Burdalski
(609) 410-5219
bryan@wbutilitiesales.com

Matthew Phillips
(856) 889-1119

Thank You For Your Business!

All Quotes Valid for 14 Days _ Customer is Responsible for Sales Tax and Shipping Charges _ All Sales Are Final

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B



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

COMMISSIONERS

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

Executive Director
James Mueller

PURCHASE MEMORANDUM

TO: Lisa Bresemann

FROM: Michael Marotta, Chief Operating Officer

DATE: February 18, 2025

SUBJECT: Purchase Memo


Lisa,

The following above quotation #18598 is for Passaic Valley Water Commission Meter Department. This will be a blanket order for 2025 for Residential and Commercial meters and radios.

PART #	DESCRIPTION	QTY	PRICE (EA)	TOTAL
.13341-200	R900 v4 Enhanced- Wall	8,000	106.00	848,000.00
.13342-200	r900 v4 Enhanced- PIT w/ 6' Antenna	1,000	126.00	126,000.00
ED2B11RPEF11	5/8" X 3/4" T-10, PRO-CODER, INSIDE, CUFT	5,000	108.50	542,500.00
ED2F11RPEF11	1" T-10 C/I 302 PRO-CODER CUFT WITH	1,000	198.00	198,000.00
ED2C11RPEF11	3/4" T-10, PRO-CODER, INSIDE, CUFT	700	152.00	106,400.00
ED2A11RPEF11	5/8" T-10, PRO-CODER, INSIDE, CUFT	500	108.50	54,250.00
EU3A1F1	3" MACH 10 (12" LL), E-CODER, GALLONS	8	2,060.50	20,605.00
EU3B1F1	3" MACH 10 (17"LL), E-CODER, CUFT	8	2,115.89	16,927.12
EU3C1F1	4" MACH 10 (14" LL), E-CODER, CUBIC FEET	8	2,929.90	23,439.00
EU3D1F1	4 FLG 20 LEN ULTRA/MACH STANDALONE C/F	8	3,009.58	24,076.64
EU3E1F1	6" MACH 10 ULTRASONIC METER (18" LL), E-CODER, CUBIC FEET	8	4,958.77	39,670.16
EU3F1F1	6" MACH 10 ULTRASONIC METER, STANDALONE, CUBIC FEET	8	5,081.36	40,650.88

TOTAL \$2,036,398.00

Michael Marotta


Chief Operating Officer

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: **Procurement of Meters, Pro-Coders, E-Coders from Rio Supply Under the MCCPC #47**

Amount of Project or Contract: **\$2,036,398.00**

1. Specific Appropriation to which expenditures will be charged:

Account: # 001-0000-131- 01-00 CAPITAL / Inventory
Capital - 2025

Other comments: Procurement Under Morris County Cooperative Pricing Council

Date of Certification: March 26,2025

Amount Certified: \$2,036,398.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-032

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE THE RENEWAL OF CISCO PLANT
SCADA 3-YEAR SMARTNET RENEWAL SERVICES UNDER THE
NEW JERSEY COOPERATIVE PURCHASING ALLIANCE CONTRACT
NO. AR3227, SUBCONTRACT NO. 21-TELE-01506**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, PVWC utilizes CISCO Plant SCADA SmartNet which provides PVWC with technical support and warranties; incident management; security support and product alert, so PVWC can conduct business safely and securely. This software must be renewed annually; and

WHEREAS, the PVWC seeks to procure the software renewal using the New Jersey Cooperative Purchasing Alliance (the "Co-op"), Contract #AR3227, Subcontract #21-TELE-01506, as described on Quotation Number 25753660, which is attached hereto as **EXHIBIT A**; 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 \$347,722.48, a copy of a memorandum dated January 29, 2025, from the Director of the IT Department, 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 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 Purchasing Cooperative for procurement of the above-referenced licenses and support 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President



RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Pricing Proposal
Quotation #: 25753660
Created On: 1/22/2025
Valid Until: 2/28/2025

NJ-City of Passaic Valley Water Commission

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

Account Executive

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 Catalyst 9300 48-port mGig data only, Network Advantage Cisco Systems - Part#: C9300X-48TX-A Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	8	\$7,411.82	\$59,294.56
2 SNTC-8X5XNBD Catalyst 9300 48-port mGig data only, Ne Cisco Systems - Part#: CON-SNT-C9300XZ4 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Note: Duration: 36 months	8	\$2,253.57	\$18,028.56
3 C9300 DNA Advantage, 48-Port, 3 Year Term License Cisco Systems - Part#: C9300-DNA-A-48-3Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	8	\$2,006.77	\$16,054.16
4 Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28 Cisco Systems - Part#: C9300X-NM-8Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	8	\$1,357.36	\$10,858.88
5 715W AC 80+ platinum Config 1 SecondaryPower Supply Cisco Systems - Part#: PWR-C1-715WAC-P/2 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	8	\$665.37	\$5,322.96
6 Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage Cisco Systems - Part#: C9500-24Y4C-A Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	5	\$12,106.83	\$60,534.15

7	SNTC-8X5XNBD Catalyst 9500 24-port 25/100G only, Adv Cisco Systems - Part#: CON-SNT-C95024YA Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Note: Duration: 36 months	5	\$4,051.69	\$20,258.45
8	Cisco Catalyst 9500 DNA Advantage 3 Year License Cisco Systems - Part#: C9500-DNA-L-A-3Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	5	\$3,779.32	\$18,896.60
9	650W AC Config 4 Power Supply front to back cooling Cisco Systems - Part#: C9K-PWR-650WAC-R/2 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	5	\$1,198.46	\$5,992.30
10	Cisco Firepower 2110 NGFW Appliance, 1U Cisco Systems - Part#: FPR2110-NGFW-K9 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506	2	\$4,447.61	\$8,895.22
11	SNTC-24X7X4 Cisco Firepower 2110 NGFW Appliance, 1U Cisco Systems - Part#: CON-SNTP-FPR21FWN Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Note: Duration: 12 months	2	\$1,371.37	\$2,742.74
12	Cisco FPR2110 Threat Defense Threat, Malware and URL 1Y Subs Cisco Systems - Part#: L-FPR2110T-TMC-1Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Note: 12 Months	2	\$2,100.94	\$4,201.88
13	SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-IR101K9K Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 1/7/2025 – 2/28/2026	1	\$124.35	\$124.35
14	FPR TD Mid-Range Cisco Systems - Part#: L-FPR2110T-TMC-1Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 8/15/2025 – 2/28/2026	2	\$2,285.25	\$4,570.50
15	SNTC 24X7X4 Cisco Systems - Part#: CON-SNTP-IR101K9K Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 4/13/2025 – 2/28/2026	30	\$153.18	\$4,595.40
16	SOLN SUPP 8X5XNBD Cisco Systems - Part#: CON-SSSNT-FPR21GFN	2	\$696.61	\$1,393.22

Contract Name: NASPO Data Communications
Contract #: AR3227
Subcontract #: 21-TELE-01506
Coverage Term: 11/15/2025 – 2/28/2026

17	Software Subscriptions Cisco Systems - Part#: C9500-DNA-L-A-1R Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	1	\$2,930.90	\$2,930.90
18	FPR TD Mid-Range Cisco Systems - Part#: L-FPR2130T-TMC-1Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 8/15/2025 – 2/28/2026	2	\$6,232.48	\$12,464.96
19	Software Subscriptions Cisco Systems - Part#: C9500-DNA-L-A-1R Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	1	\$2,930.90	\$2,930.90
20	SOLN SUPP 8X5XNBD Cisco Systems - Part#: CON-SSSNT-FPR21FWN Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 10/5/2025 – 2/28/2026	2	\$531.47	\$1,062.94
21	CX LEVEL 1 24X7X4 Cisco Systems - Part#: CON-L14HR-C95024YA Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	6	\$3,001.49	\$18,008.94
22	SOLN SUPP 8X5XNBD Cisco Systems - Part#: CON-SSSNT-FCM1600K Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 10/15/2025 – 2/28/2026	1	\$1,525.99	\$1,525.99
23	CX LEVEL 1 SW SUB Cisco Systems - Part#: CON-L1SWT-C9524QA Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 3/23/2025 – 2/28/2026	3	\$566.71	\$1,700.13
24	SOLN SUPP 8X5XNBD Cisco Systems - Part#: CON-SSSNT-FPR2130W Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 10/13/2025 – 2/28/2026	2	\$1,412.15	\$2,824.30
25	CX LEVEL 1 SW SUB	6	\$364.72	\$2,188.32

Cisco Systems - Part#: CON-L1SWT-C9524YCA
Contract Name: NASPO Data Communications
Contract #: AR3227
Subcontract #: 21-TELE-01506
Coverage Term: 2/18/2025 – 2/28/2026

26	Software Subscriptions Cisco Systems - Part#: C9500-DNA-L-A-1R Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	1	\$2,930.90	\$2,930.90
27	Software Subscriptions Cisco Systems - Part#: C9500-DNA-A-1M Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 3/23/2025 – 2/28/2026	1	\$4,757.25	\$4,757.25
28	Software Subscriptions Cisco Systems - Part#: C9500-DNA-L-A-1R Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	1	\$2,930.90	\$2,930.90
29	SNTC 24X7X4 Cisco Systems - Part#: CON-SNTP-IE32008E Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/14/2025 – 2/28/2026	20	\$491.29	\$9,825.80
30	Software Subscriptions Cisco Systems - Part#: C9500-DNA-L-A-1R Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	1	\$2,930.90	\$2,930.90
31	CX LEVEL 1 24X7X4 Cisco Systems - Part#: CON-L14HR-C9500Q24 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 3/23/2025 – 2/28/2026	3	\$3,818.98	\$11,456.94
32	AnyConnect Subscription License Cisco Systems - Part#: L-AC-APX-1Y-S2 Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 8/15/2025 – 2/28/2026	100	\$3.21	\$321.00
33	SNTC 24X7X4 Cisco Systems - Part#: CON-SNTP-IR101K9K Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 12/23/2025 – 2/28/2026	10	\$32.35	\$323.50

34	Software Subscriptions Cisco Systems - Part#: C9500-DNA-L-A-1R Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 2/18/2025 – 2/28/2026	1	\$2,930.90	\$2,930.90
35	Software Subscriptions Cisco Systems - Part#: C9500-DNA-A-1M Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 3/23/2025 – 2/28/2026	1	\$4,757.25	\$4,757.25
36	FPR TD Mid-Range Cisco Systems - Part#: L-FPR2120T-TMC-1Y Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 8/15/2025 – 2/28/2026	2	\$4,154.99	\$8,309.98
37	SNTC 24X7X4 Cisco Systems - Part#: CON-SNTP-E401016S Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 10/21/2025 – 2/28/2026	10	\$408.86	\$4,088.60
38	Software Subscriptions Cisco Systems - Part#: C9500-DNA-A-1M Contract Name: NASPO Data Communications Contract #: AR3227 Subcontract #: 21-TELE-01506 Coverage Term: 3/23/2025 – 2/28/2026	1	\$4,757.25	\$4,757.25
			Total	\$347,722.48

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

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 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 above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: January 29, 2025

Re: Recommendation to approve CISCO Plant SCADA 3-Year SmartNet Renewal

The Department of Information Technology recommends the Commission approve Plant SCADA 3-year SmartNet renewal. SmartNet is a support service form the Original Equipment Manufacturer providing:

- Industry leading technical support.
- Simplification of incident management.
- Security and product alerts
- Provided directly by CISCO, instead of relying on CISCO certified partners.
- It focuses on technical support and hardware warranties.

The SMARTnet support schema helps us to identify problems much more quickly. We are able to resolve them before they significantly affect business continuity. With this level of support, device replacement and access to firmware updates are included maximize our SCADA environment reliability

The total renewal cost is itemized, from the attached file [SHI Quote-25753660.pdf](#), in following table:

Product	Coverage	Qty.	Price
Lines 1-5 (Qty 8) Cisco C9300X-48TX-A switches with DNA Advantage, Network Modules, Redundant Power Supplies and 3 Year Cisco Smartnet Contract (For Witness Location, Plant, Remote, DN, and Security Networks)	3 years	40	\$109,559.12
Lines 6-9 (QTY 5) Cisco C9500-24Y4C-A with DNA Advantage, Redundant Power Supplies and 3 Year Cisco Smartnet Contract (For Witness Location, Plant, Remote, DN, and Security Networks)	3 years	20	\$105,681.50
Lines 10-12 (QTY 2) Cisco Firepower 2110 Next Gen Firewalls, with 1 Year Smartnet and Cisco Threat Defense Threat, Malware and URL for 1 Year (Replacement MGMT Network Firewalls, Current are Desktop Type, Not Enterprise)	3 years	6	\$15,839.84
Line 13-38 -Smartnet Renewal of prior Cisco assets as shown within the attached excel document as collateral. (Plant SCADA Maintenance Renewal for SmartNet)	3 years	211	\$116,642.02
		Total =	\$347,722.48

The requested approval ensures that relevant applications and hardware are supported and licensed for 3 years. The Information Technology Dept. recommends that the Board approves the renewal and licensing funds request. These maintenance items are essential for the reliable operation of our SCADA environment.

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 a 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
Contract No. AR3227,
Subcontract #21-TELE-01506
SHI Quotation # 25753660**

Amount of Project or Contract: \$347,722.48– SHI Corp.

1. Acct: # 001-0901-419-95-02 CAPITAL/Prepaid Service Contracts
2. Specific Appropriation to which expenditures will be charged:
Capital - 2025, 2026, 2027 – 3 Years

Other comments: Renewal

Date of Certification: March 26, 2025

Amount Certified: \$347,722.48

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-033

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) BOBCAT TL923 FORKLIFT
UNDER THE BERGEN COUNTY COOPERATIVE BID # 22-09**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) Bobcat TL923 Forklift to replace the forklift currently being used at the Little Falls Water Treatment Plant, which is at the end of its useful life; and

WHEREAS, the Bergen County Cooperative, Bid #22-09, (the "Cooperative") shall be used for the procurement of said Bobcat TL923 Forklift; 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 Forklift from Bobcat of North Jersey of Totowa, New Jersey (the "Awardee") under the Cooperative, with the cost of the forklift being \$142,794.90; a copy of the quotation number AT1038491 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 Forklift 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

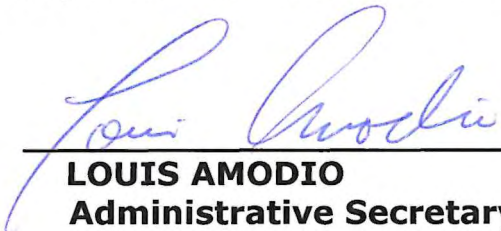


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Replacement for Fork Lift (LFWTP)



Quotation Number: AT1038491
Quote Sent Date: Mar 03, 2025
Expiration Date: Apr 02, 2025
Prepared By: Anthony Tudda
Phone: +12015090744
Email: anthony.tudda@njbobcat.com

Customer
Passaic Valley Water Commission
1525 MAIN AVE
CLIFTON, NJ, 07011-2195
Phone: +1 973 768 4655

Contact
Mike Marotta
Phone: +1 973 768 4655
Email: mmarotta@pvwc.com

Dealer
Bobcat of North Jersey, Totowa, NJ
201 MALTESE DRIVE

Item Name	Item Number	Quantity	Price Each	Total
Bobcat TL923	M2841	1	136,898.10	136,898.10
Standard Equipment:				
135 HP Tier 4 Non DPF Turbocharged Engine				
Attachment Control Device (7 pin)				
Auto Boom Suspension & Boom Float				
Automatic Parking Brake with Slope Assist				
Auxiliary Hydraulics w/ Coupler Release Block				
Back-up Alarm				
Bobcat Standard 5" Display				
Bobcat TLS Hydraulic Coupler Attachment Mounting System				
Boom Stop				
Eco Mode				
Enclosed Cab With Heat/Air Conditioning:				
Parking Brake; Front, Rear, And Roof Washer/Wipers; Dome				
Light; Power Port; Heated Air Suspension Seat, Seat Mounted				
Joystick With Integrated Arm Rest; ACD Keypad ; Retractable				
Seat Belt; Tilt And Telescoping Steering; Radio Ready; Sun				
Visor				
Front/Four-Wheel/Crab/Semi-Crab Steering				
Hitch:				
Rear Pin Type				
Hydrostatic Transmission With Electronic Gearbox				
4 speeds, Advanced Attachment Control, & Flex Drive (Engine				
Speed Lever)				
Instrumentation:				
Hourmeter, RPM, System Voltage; Engine Temperature and				
Fuel Gauges; Warning Lights				
Palletfork, w/back	7329891	1	1,830.60	1,830.60
Bucket, 96 Light Matl including BOCE	7338655	1	4,066.20	4,066.20
Total for Bobcat TL923				142,794.90
Quote Total - USD				142,794.90
Dealer P.D.I.				0.00
Freight Charges				0.00
Destination Charges				0.00
Sales total before Taxes				142,794.90
Taxes				0.00
Quote Total - USD				142,794.90

Customer acceptance:	
Quotation Number:: AT1038491	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Bobcat of North Jersey**
Under Bergen County Cooperative Bid #22-09

Amount of Project or Contract: \$142,794.90

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

Other comments: Single Purchase Under Bergen County Cooperative Bid #22-09
One (1) Bobcat TL923 Forklift
Price: \$142,794.90

Date of Certification: March 26, 2025

Certified: \$142,794.90

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION NO. 25-034

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE TWO (2) 2025 F-250 4X4 SUPER CAB 8'
BOX 164" WB SRW XL (X2B) PICKUP TRUCKS
FROM THE NEW JERSEY COOPERATIVE PRICING ALLIANCE**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure two (2) 2025 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B) Pickup Trucks to replace vehicles in the Maintenance and Engineering Departments that are at the end of their useful life; and

WHEREAS, the New Jersey Cooperative Pricing Alliance #BC-BID-24-43/CO-OP #CK04, (the "Cooperative") shall be used for the procurement of said Pickup 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 All American Ford of Paramus of Paramus, New Jersey (the "Awardee") under the Cooperative, with the cost of each vehicle being \$61,007.56 for a total amount of \$122,015.12, a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Pickup 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President



RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Prepared for: , PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE
CLIFTON, NJ 07011
Office: 973-340-4300
End User FIN Code: QR865

Qty: 2 \$61,007.56 Total \$ 122,015.12

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)
Price Level: 525



Client Proposal

Prepared by:
Joseph Green
Office: 201-525-2590
Email: JGreen@allamericanford.net
Quote ID: NJCPAPVW05
Date: 03/06/2025



All American Ford of Paramus | 375 Route 17, Paramus, New Jersey, 076522905
Office: 201-262-4900 | Fax: 201-262-4507

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2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 325 | Quote ID: NJCPAPVW05

Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,100 lbs.
- Fifth-wheel towing capacity: 13,800 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 68.9"
- Cargo box length feet: 8.0
- Vehicle body width: 80.0"
- Wheelbase: 164.0"
- Front track: 68.3"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 146.3"
- Max interior rear cargo volume: 31.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 14,000 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 254.4"
- Vehicle body height: 81.4"
- Vehicle turning radius: 27.1'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 31.6 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- Auto locking hub control
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Off-road ride suspension
- Premium grade rear shock absorbers
- Premium grade front shock absorbers

Driveability

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

- | | |
|---|--|
| <ul style="list-style-type: none">• 4-wheel disc brakes• 4-wheel antilock (ABS) brakes• Brake assist system• Hill Start Assist• Front anti-roll bar• Rigid axle rear suspension• Hydraulic power-assist steering system• 2-wheel steering system | <ul style="list-style-type: none">• Front and rear ventilated disc brakes• Four channel ABS brakes* Hill Descent Control• Mono-beam rigid axle front suspension• Front coil springs• Leaf spring rear suspension• Re-circulating ball steering |
|---|--|

Body Exterior

- | | |
|--|---|
| <ul style="list-style-type: none">• Trailer wiring harness* Running boards* Tough Bed spray-in pickup bed liner• Pickup bed-rail protectors• Monotone paint• Black side window trim• Black windshield trim• 2 front tow hooks• Rear bumper step• Black grille• Manual extendable trailer mirrors• Black door mirrors• Reverse opening right rear passenger door• LT245/75RS17 AT BSW front and rear tires | <ul style="list-style-type: none">• Dynamic Hitch Assist vehicle to trailer hitching assist• 4 doors• Standard style pickup box• Clearcoat paint* Exterior decal• Black door handles* Chrome front bumper* Chrome rear bumper* Body-coloured front bumper rub strip• Convex spotter in driver and passenger side door mirrors• Turn signal indicator in door mirrors• Reverse opening left rear passenger door• Tailgate• 17 x 7.5-inch front and rear argent steel wheels |
|--|---|

Convenience

- | | |
|---|---|
| <ul style="list-style-type: none">• Power door locks with 2 stage unlocking• All-in-one remote fob and ignition key• Power tailgate/rear door lock• FordPass Connect smart device vehicle start control• Power first-row windows• Fixed rear windshield• Illuminated locking glove box• Rear beverage holders• Instrument panel covered bin• Retained accessory power* Upfitter switches• PRND in IP | <ul style="list-style-type: none">• Keyfob activated front door locks• Auto-locking doors• Cruise control with steering wheel mounted controls• Day/Night rearview mirror• Integrated side steps• Front beverage holders• 8 beverage holders• Illuminated glove box• Dashboard storage• Trip computer• Over the air updates |
|---|---|

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

- Delay-off headlights
 - Variable intermittent front windshield wipers
 - Front reading lights
 - Daytime running lights
 - High mounted center stop light
 - Front fog lights
 - Pickup box cargo light
- DRL preference setting
 - Illuminated entry
 - Variable instrument panel light
 - Cab clearance lights
 - Remote activated perimeter approach lighting
 - Fade interior courtesy lights
 - LED in-box lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
 - Smart device wireless mirroring
 - FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
 - FordPass App mobile app access
 - 2 USB ports

Safety and Security

- Driver front impact airbag
 - Safety Canopy System curtain first and second-row overhead airbags
 - Seat mounted side impact front passenger airbag
 - Rear seat center 3-point seatbelt
 - SecuriLock immobilizer
 - Remote panic alarm
 - AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
 - Cancellable front passenger air bag
 - 6 airbags
 - Front height adjustable seatbelts
 - Ford Security Package (1-year included with activation) security system
 - Rear mounted camera

Dimensions

General Weights			
Curb weight	6,466 lbs.	Rear curb weight	2,627 lbs.
GVWR	10,000 lbs.	Payload	3,457 lbs.
Trailer Weights			
Fifth-wheel towing capacity	13,800 lbs.	Gooseneck towing capacity	14,000 lbs.
Conventional capacity	14,100 lbs.	GCWR	21,000 lbs.
Front Weights			
Front curb weight	3,839 lbs.	GAWR front	4,800 lbs.
Axle capacity front	6,000 lbs.	Spring rating front	4,800 lbs.
Tire/wheel capacity front	6,390 lbs.		
Rear Weights			
GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual listed vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
03/08/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 525 | Quote ID: NJCPAPVW06

Selected Equip & Specs (cont'd)

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft.@4000 RPM
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Alternator

• Alternator amps	190A	• Alternator type	Heavy-duty alternator
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Battery

Battery amps	68Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator
----------	----------

Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler		

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
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Drivetrain

Axle ratio	3.73
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Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

Fuel type	regular unleaded
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Fuel Tank

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

Rear Suspension			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
Steering			
Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		
Exterior			
Front Wheels			
Front wheels diameter	17"	Front wheels width	7.5"
Rear Wheels			
Rear wheels diameter	17"	Rear wheels width	7.5"
Front And Rear Wheels			
Appearance	argent	Material	steel
Front Tires			
Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
• Tread	AT	Type	LT
Width	245mm	Front wheel - RPM	649
Rear Tires			
Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
• Tread	AT	Type	LT
Width	245mm	Rear wheel - RPM	649
Body Exterior			
Trailering			
Towing capability	Trailer towing capability	Towing class	Class V tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
• Towing brake controller	Trailer brake controller	Towing trailer sway	Trailer sway control
Exterior Features			
Box style	Standard style pickup box	• Bed liner	Tough Bed spray-in pickup bed liner
Number of doors	4 doors	• Running boards	Running boards
• Skid plate	2 underbody skid plates	• License plate front bracket	Front license plate bracket
Body			

Pricing and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. Use salesperson for the most current information.

10

Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
03/06/2025

All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905



2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 525 | Quote ID: NJCPAPVW05

Selected Equip & Specs (cont'd)

Power Outlets

12V power outlets	2 12V power outlets	• 120V AC power outlets	1 120V AC power outlet
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Pickup Box

Boxside steps	Integrated side steps
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Rear Windshield

Rear windshield	Fixed rear windshield
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Storage

Number of beverage holders	8 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Illuminated locking glove box
Illuminated glove box	Illuminated glove box	Instrument panel storage	Instrument panel covered bin
Dashboard storage	Dashboard storage		

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
---------------------	---	-----------------------	---

Windows Rear Side

Second-row windows	Power second-row windows
--------------------	--------------------------

Miscellaneous

Trip computer	Trip computer	PRND in IP	PRND in IP
• Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts		

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
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Second-Row Seat Trim

Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
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Steering Wheel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

Security System			
Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Ford Security Package (1-year included with activation) security system		
Cameras			
Rear camera	Rear mounted camera		
Traction Control			
Electronic stability control	AdvanceTrac w/Roll		
Stability Control electronic stability control system with anti-rollover			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$50,635.00
Packages		
600A	Order Code 600A <small>Includes: - Engine: 6.8L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</small>	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <small>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</small>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TBM	Tires: LT245/75R17E BSW A/T <small>Spare may not be the same as road tire.</small>	\$165.00
64A	Wheels: 17" Argent Painted Steel <small>Includes painted hub covers/center ornaments.</small>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <small>Includes center armrest, cupholder, storage and driver's side manual lumbar.</small>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
164WB	164" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i>	Included
	<i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
96V	XL Chrome Package <i>Includes 4 pickup box tie-down plates.</i>	\$325.00
	<i>Includes:</i> <i>- Bright Chrome Hub Covers & Center Ornaments</i> <i>- Chrome Front Bumper</i> <i>- Chrome Rear Step Bumper</i> <i>- Halogen Fog Lamps</i>	
17X	FX4 Off-Road Package <i>Includes:</i> <i>- Hill Descent Control</i> <i>- Off-Road Specifically Tuned Shock Absorbers</i> <i>Includes front/rear.</i> <i>- Transfer Case & Fuel Tank Skid Plates</i> <i>- Unique FX4 Off-Road Box Decal</i>	\$550.00
67D	190 Amp Alternator	Included
66L	LED Box Lighting <i>Includes LED Center High-Mounted Stop Lamp (CHMSL).</i>	\$60.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector.</i>	\$300.00
18B	Platform Running Boards	\$445.00
592	LED Roof Clearance Lights	\$95.00
85S	Tough Bed Spray-In Bedliner <i>Includes Ingate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
52S	Interior Work Surface	\$140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. Use website for the most current information.

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As Configured Vehicle (cont'd)

Code	Description	MSRP
66S	Upfitter Switches (6) <small>Located in overhead console.</small>	\$230.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
153	Front License Plate Bracket <small>Standard in states requiring 2 license plates and optional to all others.</small>	N/C
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty <small>Requires valid FIN code.</small> <small>Ford is increasing the 5-year 100,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</small>	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
UPFIT	EQUIPMENT TO BE INSTALLED: <small>8' WESTERN PRO PLUS SNOW PLOW W/ DEFLECTOR KIT : + \$7,595.00 FRONT & REAR AMBER STROBES (2 IN FRONT GRILL, 1 IN EACH TAILLIGHT HOUSING : + \$1,245.00 BACK RACK : + \$350.00 LED LOW PROFILE AMBER STROBE MOUNTED TO TOP CENTER OF BACK RACK : + \$745.00</small>	\$10,135.00
SUBTOTAL		\$64,605.00

Pricing and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

PASSAIC VALLEY WATER COMMISSION

Prepared by: Joseph Green

03/06/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2025 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 525 | Quote ID: NJCPAPVW05

As Configured Vehicle (cont'd)		
Code	Description	MSRP
	Destination Charge	\$2,095.00
TOTAL		\$66,700.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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x

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **All American Ford of Paramus
Under New Jersey Purchasing Alliance
Bid 24-43**

Amount of Project or Contract: \$122,015.12

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

Other comments: Single Purchase Under NJ Purchasing Alliance Bid 24-43
Two (2) 2025 Ford 250 4x4 SD Super Cab
Price: \$61,007.56 each for a total of \$122,015.12

Date of Certification: March 26, 2025

Certified: \$122,015.12

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-035

PASSAIC VALLEY WATER COMMISSION

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

DATE OF ADOPTION: MARCH 26, 2026

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

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

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

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

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

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

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

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

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

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<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>
RIZZI, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSALIER, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

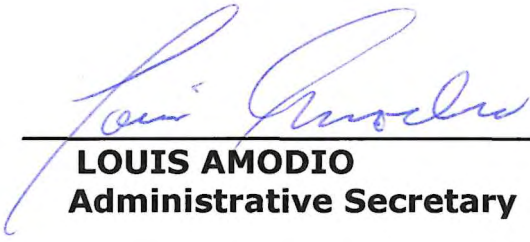


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

SCHEDULE OF SURPLUS PROPERTY

List of Auction Items

Vehicles:

2005 New Hollander Skid Steer
2005 Ingersoll Rand 185 Compressor #34578UDO2201
2012 Dodge Journey VIN# 3C4PDCBG2CT349909
2012 Dodge Journey VIN# 3C4PDCBG4CT349913
2012 Dodge Journey VIN# 3C4PDCBG9CT349910
2012 Dodge Journey VIN# 3C4PDCBG2CT349912
2003 Dump Truck VIN# 1FDXW47S03ED00412
2007 Dump Truck VIN# 1GDE4C1997F422716
2010 Ford Van VIN# 1FTNS24W66HA42080
2011 Ford Escape VIN# 1FMCV9DG2BKB40786

Computer Equipment

Lot of Non-Functioning Servers (Dell)

- This lot includes a variety of non-functioning Dell Servers, without RAM, HDDs, CPUs, etc. These appliances are sold as-is and does not include any digital services, such as software maintenance, support, etc.
 - o Q:10 Dell Servers – Chassis / Scrap Only (No MBs, RAM, HDDs, CPUs, etc.)
 - o Q:2 Dell SANs – Chassis / Scrap Only (No MBs, RAM, HDDs, CPUs, etc.)
 - o Q:4 Custom Workstations w/ GPUs (Non-functional)
 - o Q:1 Custom Workstations w/o GPUs (Non-functional)

Lot of Non-Functioning Networking Appliances (Dell & Cisco)

- This lot includes a variety of non-functioning Dell and Cisco Networking Appliances. These appliances are sold as-is and does not include any digital services, such as software maintenance, support, etc.
 - o Q:2 | CISCO 1000 SERIES (Non-functional, As-Is)
 - o Q:3 | CISCO 2960 - C SERIES PoE (Non-functional, As-Is)
 - o Q:5 | CISCO 3560 (Non-functional, As-Is)

- Q:2 | CISCO 3560 - C SERIES PoE (Non-functional, As-Is)
- Q:1 | CISCO 3560 - CG SERIES (Non-functional, As-Is)
- Q:1 | CISCO 3850 - 12S (Non-functional, As-Is)
- Q:3 | CISCO CATALYST 2960-S (Non-functional, As-Is)
- Q:5 | CISCO SF300-24MP (Non-functional, As-Is)
- Q:10 | DELL EMC S3000 Series Switches (Non-functional, As-Is)
- Q:10 | DELL EMC S4000 Series Switches (Non-functional, As-Is)
- Q:1 | CISCO 1921 ROUTER (Non-functional, As-Is)
- Q:2 | CISCO 2851 ROUTER (Non-functional, As-Is)
- Q:1 | CISCO 3825 ROUTER (Non-functional, As-Is)
- Q:1 | SONIC WALL PRO 2040 (Non-functional, As-Is)
- Q:1 | SONIC WALL NSa 2650 (Non-functional, As-Is)
- Q:1 | CISCO ASA5500 SERIES FIREWALL (Non-functional, As-Is)

**RESOLUTION # 25-036
PASSAIC VALLEY WATER COMMISSION**

RESOLUTION TO AWARD PROJECT NO. 25-PE-01, "FINALIZED REGULATORY REQUIREMENTS AND DESIGN FOR DRAINAGE IMPROVEMENTS AT THE NEW STREET RESERVOIR FOR FLOOD MITIGATION AND PERFORM INSPECTION SERVICES"

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 25-PE-01, "Finalized Regulatory Requirements and Design for Drainage Improvements at the New Street Reservoir for Flood Mitigation and Perform Inspection Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's Evaluation Matrix Summary is attached hereto as **Exhibit A**; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC Evaluation Matrix Summary, the firm of **H2M Architects and Engineers** of Parsippany, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received March 4, 2025 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$225,000.00 for the Awardee for services related

to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the following activities: 1) Perform additional surveying, revisit drainage analysis and complete design following Phase 1 construction activities by PVWC; 2) Finalize stream bank stabilization design; 3) Complete bidding documents, finalize permitting and perform bidding support; 4) Perform inspection services for New Street Drainage Improvements; and

WHEREAS, the Commission has spent about \$240,000 from April 2022 to December 2024 to 1) Conduct survey of areas adjacent to and including New Street Reservoir site; 2) Perform wetland delineations within project area; 3) Design for in-house reconstruction of existing storm sewer system at New Street Reservoir adjacent to Mountain Avenue; 4) Design of proposed improvements for the rehab of CMP along west side of New Street Reservoir / Rifle Camp Road and rehabilitation of the drainage ditch along east side of New Street Reservoir; 5) Handle highly complex regulatory permitting and performing hydrologic studies with various NJDEP divisions, Passaic County, Borough of Woodland Park and Green Acres; and

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

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

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees

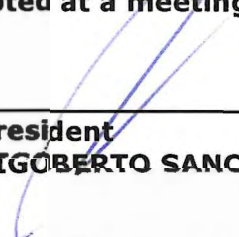
and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

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

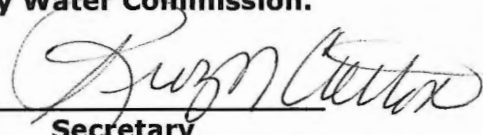
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

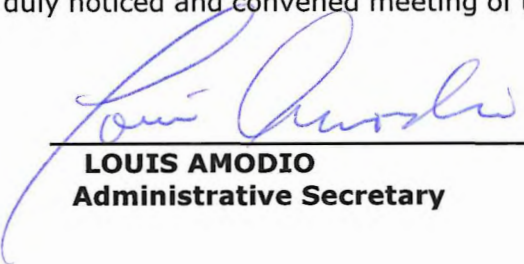


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Evaluation Matrix		
March 17, 2025	500	Total Possible Score

	Boswell Engineering						French & Parrello						H2M Architects and Engineers					
	1		2		3		1		2		3		1		2		3	
Evaluation Criteria	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score	Ranking	Score
Overall Background, Qualifications, Skills, & Experience of Firm and its Staff (25%)	4	100	3	75	4	100	2	50	4	100	4	100	4	100	4	100	5	125
Ability to provide adequate resources for successful implementation and completion of the Project (25%)	3	75	4	100	4	100	4	100	4	100	5	125	4	100	4	100	4	100
References (25%)	3	75	5	125	5	125	3	75	4	100	5	125	3	75	5	125	5	125
Schedule of Hourly Rates and Charges (25%)	3	75	2	50	4	100	2	50	3	75	4	100	3	75	4	100	5	125
Totals	325		350		425		275		375		450		350		425		475	

Average - Boswell	367
Average - FPA	367
Average - H2M	417

EXHIBIT B

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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 24-PE-01** entitled **Professional Services for Finalizing Regulatory Requirements and Design for Drainage Improvements at the New Street Reservoir for Flood Mitigation and Perform Inspection 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 services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated _____, 20__, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In

addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Project No. 25-PE-01
 “Finalized Regulatory Requirement and Design
 For Drainage Improvements at the New Street
 Reservoir for Flood Mitigation and Perform
 Inspection Services”
 H2M Architects and Engineers

Project No. 25-PE-01
Not to Exceed \$225,000.00

1. Acct: # 001-0901-419.95-30
 BUDGET/CAPITAL / Misc Upgrades
2. Specific Appropriation to which expenditures will be charged:
 BUDGET– 2025

Other comments: Professional Service – One Year

Date of Certification: February 26, 2025

Amount Certified: \$225,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 25-037
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD PROJECT NO. 25-PE-02, "PROFESSIONAL
SERVICES FOR PROGRAM MANAGEMENT OF PVWC'S WATER MAIN
REPLACEMENT PROGRAM AND MANAGEMENT OF COMMISSION'S MASTER
PLAN PERMIT WITH NJDEP"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 25-PE-02, "Professional Services for Program Management of PVWC's Water Main Replacement Program and Management of Commission's Master Plan Permit with NJDEP" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from two (2) professional (or provider of extraordinary un-specifiable services) providers; and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's Evaluation Matrix Summary is attached hereto as **Exhibit A**; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC Evaluation Matrix Summary, the firm of **H2M Architects and Engineers** of Parsippany, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received March 4, 2025 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$375,000.00 for the Awardee for services related

to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the following activities: 1) Perform Program Management Services for Commission's Water Main Replacement Program; 2) Provide maintenance of PVWC's Master Permit with the NJDEP; 3) Perform developer site plan reviews and make recommendations for making distribution system improvements; 4) Finalize hydraulic model calibration, updates and develop procedure for maintenance; and

WHEREAS, the Commission has spent about \$830,000 from June 2022 to December 2024 to 1) Develop an Asset Management Plan; 2) Develop various types of calculations to determine pipe criticality and Quality of Service ratings; 3) Populate missing attributes in PVWC's GDB using various historical sources; 4) Perform field testing to be used for model calibration; and

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

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

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

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

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

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

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

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

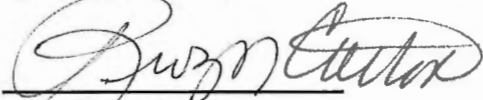
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

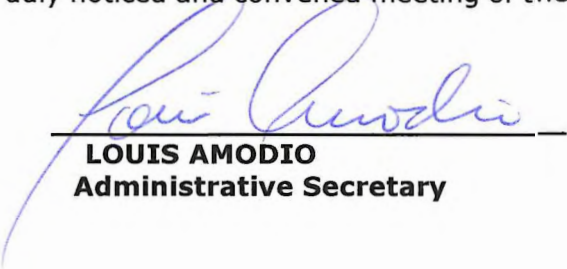


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

EXHIBIT B

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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 24-PE-02 entitled Professional Services Program Management of PVWC'S Water Main Replacement Program and Management of Commission's Master Permit with NJDEP** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and

employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$375,000.00**.

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

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

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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.

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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.

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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.

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

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

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

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

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

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Project No. 25-PE-02
 “Professional Services for Program Management of
 PVWC’s Water Main Replacement Program and
 Management of Commission’s Master Plan Permit
 With NJDEP”
 H2M Architects and Engineers

Project No. 25-PE-02
Not to Exceed \$375,000.00

- 1. Acct: # 001-0901-419.95-14
 CAPITAL / WATER MAIN IMPROVEMENTS

- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL— 2025

Other comments: Professional Service – One Year

Date of Certification: February 26, 2025 Amount Certified: \$375,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-038

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AWARDING PROJECT 25-PE-24 ENTITLED "PROFESSIONAL
ARCHITECTURAL SERVICES FOR PVWC'S CLIFTON FACILITY"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 25-PE-24, "Professional Architectural Services for PVWC's Clifton Facility" (hereinafter the "Project"); and

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

WHEREAS, the firm of Coppa Montalbano Architects, LLC., of Totowa, 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 \$75,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the following activities: 1) Perform architectural services as needed; 2) Lay out office space at Little Falls to accommodate IT, engineering and public works inspector staff; 3) Reconfigure the Clifton administration building; 4) Design detention basin at PVWC's Clifton facility for stormwater control; 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.

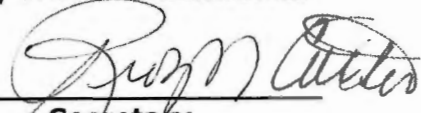
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

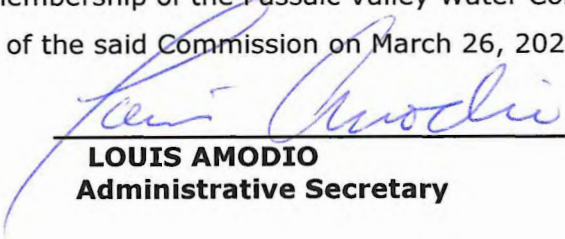


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PE-24** entitled **Professional Architectural Services for PVWC's Facilities** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this

AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$75,000.00**.

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.

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 25-PE-24
 "Professional Architectural Services for
 PVWC's Clifton Facility"
 Coppa Montalbano Architects, LLC

Project No. 25-PE-24
Not to Exceed \$75,000.00

- 1. Acct: # 001-0901-419.95-08
 CAPITAL/Bldgs/Structures-Clifton
- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL-- 2025

Other comments: Professional Service – One Year

Date of Certification: February 26, 2025 Amount Certified: \$75,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-039

PASSAIC VALLEY WATER COMMISSION

RESOLUTION AWARDDING PROJECT 25-PE-13 ENTITLED "PROFESSIONAL ARCHITECTURAL SERVICES FOR PERFORMING DESIGN AND INSPECTION SERVICES FOR ROOF REPLACEMENT AT LFWTP, CLIFTON, AND RELATED SERVICES"

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 25-PE-13, "Professional Architectural Services for Performing Design and Inspection Services for Roof Replacement at LFWTP, Clifton, and Related Services" (hereinafter the "Project"); and

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

WHEREAS, the firm of Bilow Garret Group, Architects and Planners, PC., of Ridgefield Park, 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 \$100,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the following activities: 1) Conduct inspection services for the roof replacement project, Contract No. 24-B-02 at the LFWTP; 2) Perform design services for rehabilitation of roofs for garage and administration building at Clifton facility; 3) Perform miscellaneous on-call services; 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
COTTON, R.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

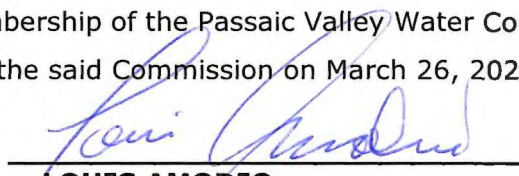


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PE-13** entitled **Professional Architectural Services For Performing Design And Inspection Services For Roof Replacement At LFWTP, Clifton, And Related 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 _____, 20__, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$100,000.00**.

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.

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 25-PE-13
 "Professional Architectural Services for Performing
 Design and Inspection Services for Roof
 Replacement at LFWTP, Clifton, and
 Related Services"
 Bilow Garret Group, Architects and Planners, PC

Project No. 25-PE-13
Not to Exceed \$100,000.00

- 1. Acct: # 001-0901-419.95-09
 CAPITAL/Bldgs/Structures-Little Falls
- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL— 2025

Other comments: Professional Service— One Year

Date of Certification: February 26, 2025 Amount Certified: \$100,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-040

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AWARDING PROJECT 25-PE-18 ENTITLED "PROFESSIONAL SERVICES
FOR THE UPGRADE OF TUBE SETTLERS"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 25-PE-18, "Professional Services for the Upgrade of Tube Settlers" (hereinafter the "Project"); and

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

WHEREAS, the firm of Mott MacDonald, LLC., of Iselin, 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 \$100,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used to complete survey work and conduct design and bidding documents for the tube settler upgrades at the LFWTP; 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:

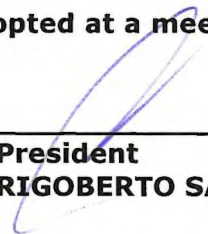
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the 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.

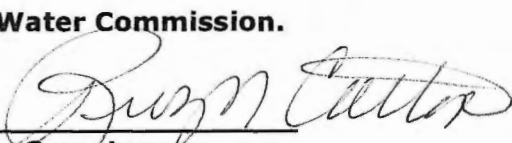
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

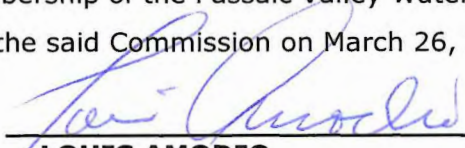


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PE-18** entitled **Professional Services for the Upgrade of Tube Settlers** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this

AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$100,000.00**.

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.

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- D. Workers' Compensation: Statutory
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PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 25-PE-18
 "Professional Services for the Upgrade
 of Tube Settlers"
 Mott MacDonald, LLC

Project No. 25-PE-18
Not to Exceed \$100,000.00

- 1. Acct: # 001-0901-419-95-42
 CAPITAL/Chemical Systems
- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL– 2025

Other comments: Professional Service– One Year

Date of Certification: February 26, 2025 Amount Certified: \$100,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-041

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO PROCURE ONE (1) 2024 FORD F450 CHEMICAL TRUCK UNDER THE SOURCEWELL COOPERATIVE PURCHASING ALLIANCE #060920-NAF

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) 2024 Ford F450 Chemical Truck to be used as a backup to our existing chemical truck to move corrosion control chemical from the Little Falls Water Treatment Plant to our remote facilities; and

WHEREAS, the Sourcewell Cooperative Purchasing Alliance #060920-NAF, (the "Cooperative") shall be used for the procurement of said 2024 Ford F450 Chemical Truck; and

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

WHEREAS, PVWC has elected to procure the above-referenced Truck from Gabrielli Truck Sales of Dayton, New Jersey (the "Awardee") under the Cooperative, with the cost of the vehicle being a total amount of \$97,740.00, a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Chemical Truck 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
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSA LIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President



RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Chemical Truck



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
STK UNIT: EF-1091

Quote

Date: 2/12/2025
Quote ID#: 20250212PVFF-2
Contract Name: RFP
Contract #:

Quote Valid Until: 3/12/2025

Prepared By: Colin Keim
Cell: 862-266-3904
Email: Ckeim@gabriellitruck.com

Description		Amount
2024 FORD F450 REGULAR CAB 4X4 AS PER ATTACHED SPECIFICATIONS		\$ 97,740.00
12' KNAPEIDE PLATFORM		
40" RACK SIDES - 3 PIECE PER SIDE, 2000LB RAILGATE		
Additional Options and Extended Warranties available upon request	TOTAL	\$ 97,740.00

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.
Allocation for Combustion Engine Vehicles will be dependent on Advanced Clean Truck requirements.
If a Purchase order is received after allocation is sold out the entity will be notified and all applicable options will be reviewed. 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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Gabrielli Truck Sales Under
Sourcewell Cooperative Purchasing Alliance
#060920-NAF**

Amount of Project or Contract: \$97,740.00

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

Other comments: Single Purchase Under
Sourcewell Cooperative Purchasing Alliance #060920-NAF
One (1) 2024 Ford 450 4x4 Chemical Truck
Price: \$97,740.00

Date of Certification: March 26, 2025

Certified: \$97,740.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-042

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE ONE (1) 2024 KENWORTH T380 4X2
DUMP TRUCK UNDER SOURCEWELL COOPERATIVE PURCHASING
ALLIANCE #032824-KTC**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) 2024 Kenworth T380 4X2 Dump Truck to replace a dump truck in the Maintenance Department that is at the end of its useful life; and

WHEREAS, the Sourcewell Cooperative Purchasing Alliance #032824-KTC, (the "Cooperative") shall be used for the procurement of said Kenworth T380 4X2 Dump Truck; 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 Dump Truck from Gabrielli Truck Sales of Dayton, New Jersey (the "Awardee") under the Cooperative, with the total cost of the vehicle being \$163,556.01, a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Dump Truck 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
COTTON, R.	<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>
RIZZI, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSALIER, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

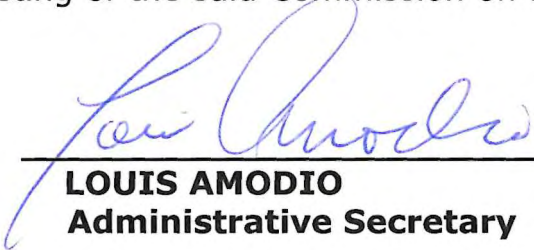


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

Replacement for 2003 Ford F450 Dump Truck



2386 Route 130 N Dayton, NJ 08820

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

Comments:
As per attached specifications

Quote

Date:	2/12/2025
Quote ID#:	20250212PVSA-1
Contract Name:	Sourcewell
Contract #:	012824-KTC
Customer Sourcewell ID:	56223
Quote Valid Until:	3/12/2025

Prepared By: Colin Kelm
Cell: 863-266-2904
Email: Ckelm@gabriellitruck.com

STK UNITS: 164651 OR 164652 2 AVAILABLE	
Description	Amount
2024 KENWORTH T380 4X2 AS PER ATTACHED SPECIFICATIONS	
Sourcewell Member Locally Added Items/Equipment These Item included: 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%	
11' - 80/38 280000 SIDE DUMP BODY 11' LONG X 88" INSIDE WIDTH X 80" SIDES X 36" TAILGATE 3/16" AR400 STEEL FLOOR 1/4" AR400 STEEL SIDES & STEEL FRONT 3/16" AR400 STEEL TAILGATE - 1 PANEL - STRAIGHT - AIR ACTIVATED STEEL LONGSILLS - FORMED 3/16" AR400 FRONT AND REAR CORNER POSTS 24" DEEP X FULL WIDTH CASHIELD BODY PAINTED "BLACK" CONSPICUITY TAPE TO LOWER DUMP BODY RAILS & TAILGATE VIBRO DUMP BODY VIBRATOR MOUNTED ON UNDERSIDE OF BODY - 3,500 LBS. OF FORCE MAYHOT 64 90-4-25-3 DOUBLE ACTING TRUNNION MOUNT HOIST - 20 TON CAPACITY (1) BODY PROP HOT SHFT PTO & GEAR PUMP FOR ALLISON AUTOMATIC TRANSMISSION - NOW DUMP PUMP 25 GALLON ALUMINUM SIDE MOUNT OIL TANK WITH BALL VALVE IN CAB TOWER CONTROLS FOR DUMP BODY UP/DOWN - AIR CONTROLS STEEL ROPE LADDER DRIVER SIDE FRONT - INSIDE STEPS (2) COAL CHUTES IN TAILGATE SAFETY 3RD LOCK 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 LED STOP/TURN/TAI LIGHTS RECESSED IN REAR CORNER POSTS (4) LED AMBER WARNING LIGHTS RECESSED - (2) IN CASHIELD FRONT - (2) IN REAR CORNER POSTS 25 TON TYPE PWYLE HOOK MOUNTED ON 3/4" HITCH PLATE WITH "D" RINGS FOR SAFETY CHAINS TRAILER LIGHT PLUG & ELECTRIC BRAKE CONTROLLER TO EXISTING OEM CIRCUIT ELECTRIC TAMPING SYSTEM WITH ALUMINUM TARP ARMS & SOLID VINYL TARP	\$ 163,556.01
DELIVERY TO PVWC GARAGE	
Additional Options and Standard Warranties available upon request	
TOTAL	\$ 163,556.01

Signature: _____ Date: _____
Print Name: _____ Title: _____

Terms and Conditions:
This Quotation is valid for the build quarter noted on this quotation.
Credits will only be allocated upon receipt of a signed purchase order.
If a Purchase order is received after allocation is set 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 incurred by the clients or body manufacture shall be paid in full or the entity will have the option to cancel the purchase order.

Resist Purchase Order To : 230 Bergen Turnpike Ridgefield Park, NJ 07066

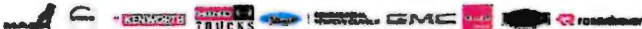


EXHIBIT B

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Gabrielli Truck Sales Under
Sourcewell Cooperative Purchasing Alliance
#032824-KTC**

Amount of Project or Contract: \$163,556.01

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

Other comments: Single Purchase Under the
Sourcewell Cooperative Purchasing Alliance #032824-KTC
One (1) 2024 Kenworth T380 4X2 Dump Truck
Price: \$163,556.01

Date of Certification: March 26, 2025

Certified: \$163,556.01

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-043

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE ONE (1) BOBCAT E60 EXCAVATOR UNDER
BERGEN COUNTY PURCHASING COOPERATIVE #CK-04**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) E60 R2-Series Bobcat Compact Excavator to be used in place of PVWC's current model for paving and mason work when making roadway repairs; and

WHEREAS, the Bergen County Purchasing Cooperative #CK-04, (the "Cooperative") shall be used for the procurement of said E60 R2-Series Bobcat Compact Excavator; 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 Excavator from Bobcat of North Jersey of Totowa in Totowa, New Jersey (the "Awardee") under the Cooperative, with the total cost of the Excavator being \$78,147.40, a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Excavator 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

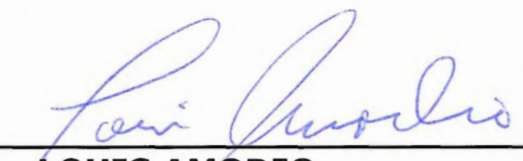


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Quotation Number: AT1017483
Quote Sent Date: Feb 18, 2025
Expiration Date: Mar 20, 2025
Prepared By: Anthony Tudda
Phone: +12015090744
Email: anthony.tudda@njbobcat.com

Customer
Passaic Valley Water Commission
1525 MAIN AVE
CLIFTON, NJ, 07011-2195
Phone: +1 973 768 4655

Contact

Dealer
Bobcat of North Jersey, Totowa, NJ
201 MALTESE DRIVE

Item Name	Item Number	Quantity	Price Each	Total
E60 R2-Series Bobcat Compact Excavator	M3321	1	73,542.40	73,542.40
Serial number: B4GR16585				
Standard Equipment:				
55.7 HP			Horn	
Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF			Hydraulic Joystick Controls	
Auto-Idle			Keyless Start	
Auto-Shift, Two-Speed Travel			LED Work Lights	
Auxiliary Hydraulics with Selectable Flow			Lift Eye	
w/ Arm Mounted Flush Face Quick Couplers			Long Arm	
Canopy:			Rubber Tracks	
Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat			Spark Arrestor	
Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008			Deluxe Instrument Panel	
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000			Vandalism Protection	
Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262			X-Change Attachment Mounting System	
Control Console Locks			Telematics with 2-year Machine IQ Basics Subscription +90-Day Machine IQ Health & Security Trial	
Control Pattern Selector Valve (ISO/STD)			Warranty: 2 years, or 2000 hours whichever occurs first	
Conventional Tail Swing				
Dozer Blade with Float				
Engine/Hydraulic Monitor with Shutdown				
Fingertip Auxiliary Hydraulic Control				
Fingertip Boom Swing Control				
Cab Deluxe Package	M3321-P11-C12	1	13,389.00	13,389.00
Included: Cab Deluxe Package:, Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm				
Hydraulic Clamp - Long Arm - Class IV w/ Diverter Valve	M3321-R08-C15	1	3,987.00	3,987.00
Hydraulic X-Change - Long Arm	M3321-R06-C04	1	2,458.00	2,458.00

Long Arm + Additional Bolt-on Counterweight	M3321-R03-C09	1	1,783.00	1,783.00
12" MX4 XCHG TEETH	7321974	1	1,277.10	1,277.10
24" MX4 XCHG TEETH	7311868	1	1,710.90	1,710.90
Total for E60 R2-Series Bobcat Compact Excavator				98,147.40
Quote Total - USD				98,147.40
Dealer P.D.I.				0.00
Freight Charges				0.00
Destination Charges				0.00
Trade-In				
Bobcat E32				-20,000.00
Sales total before Taxes				78,147.40
Taxes				0.00
Quote Total - USD				78,147.40

Customer acceptance:	
Quotation Number:: AT1017403	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y O / N O

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Bobcat of North Jersey**
Under Bergen County Cooperative Bid #CK-04

Amount of Project or Contract: **\$78,147.40**

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

Other comments: Single Purchase Under the Bergen County Cooperative Bid #CK-04
One (1) Bobcat E60 Excavator
Price: \$78,147.40

Date of Certification: March 26, 2025

Certified: \$78,147.40

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-044

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE TWO (2) 2025 GMC TERRAIN TPB26
SERVICE TRUCKS UNDER EDUCATIONAL SERVICES COMMISSION OF
NEW JERSEY PURCHASING COOPERATIVE #65 MCESCCPS,
BID # 23/24-11**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure two (2) 2025 GMC Terrain TPB26 Service Trucks to be used to replace vehicles in the Laboratory Department that are at the end of their useful life; and

WHEREAS, the Educational Services Commission of New Jersey Purchasing Cooperative #65 MCESCCPS, Bid #23/24-11 (the "Cooperative") shall be used for the procurement of said 2025 GMC Terrain TPB26 Service 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 Vehicles from Frank's Truck Center of Lyndhurst, New Jersey (the "Awardee") under the Cooperative, with the cost of each vehicle being \$35,956.66 for a total amount of \$71,913.32, a copy of the quotation for the vehicle is attached hereto as **Exhibit A**; and

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

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

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

1. That the Cooperative Pricing Agreement for procurement of the above-referenced Service 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President



RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



ESCNJ PARTICIPANT
Passaic Valley Water Commission
1525 Main Ave.
Clifton, NJ 07011
Michael Marotta - 973-340-4300 973-768-4655
mmarotta@pvwc.com

ESCNJ VENDOR
Frank's Truck Center
325 Orient Way
Lyndhurst, NJ 07071
(201)939-7708
Guy Montaina
gmontaina@frankstruckcenter.com

NJ State Approved ESCNJ Co-Op #65 MCESCCPS – Cars, Crossovers, Class 1-3 Trucks/Chassis/SUV and Vans
Bid – ESCNJ# 23/24-11

2025 GMC Terrain – Model – TPB26 – Vehicles in Stock – Ready for Delivery

Date of Request – March 10, 2025

Request for Quote Approval Confirmation Number _____

	MSRP
Vehicle Base Price	\$32,000.00
Destination Fee	\$ 1,395.00
Total Base Price	\$33,395.00
Discount Off from Lot – Inventory – 5.7%	\$ 1,903.52
Adjusted Base Vehicle Price	\$31,491.48
Option MSRP	\$ 4,735.00
Discount Off Option Content 9.5%	\$ 449.82
Adjusted Option Price	\$ 4,285.18
Adjusted Base Vehicle Price	\$31,491.48
Adjusted Option Price	\$ 4,285.18
Delivery to Passaic County	\$ 180.00

Total Delivered Contract Price \$35,956.66 Per Unit $\times 2 = \$71,913.32$

2025 GMC Terrain – Model – TPB26 – Vehicles in Stock – Ready for Delivery

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Frank's Truck Center Under
ESC NJ Purchasing Cooperative, #65MCESCCPS**

Amount of Project or Contract: \$71,913.32

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

Other comments: Single Purchase Under
ESC NJ Purchasing Cooperative, #65MCESCCPS
Two (2) 2025 GMC Terrain SUV's, Model TPB26
Price: \$35,956.66 each for a total of \$71,913.32

Date of Certification: March 26, 2025

Certified: \$71,913.32

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-045

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) 2024 FORD TRANSIT 350 HR CARGO VAN UNDER THE
NEW JERSEY PURCHASING ALLIANCE
BID # 24-43, CO-OP #CK04**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) 2024 Ford Transit 350 HR Cargo Van to replace the van currently being used by the Maintenance Department, which is in disrepair and at the end of its useful life; and

WHEREAS, the New Jersey Purchasing Alliance, Bid #24-43, Co-op #CK-04, (the "Cooperative") shall be used for the procurement of said Cargo Van; 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 Van from All American Ford of Paramus of Paramus, New Jersey (the "Awardee") under the Cooperative, with the cost of the Van being \$55,384.80; a copy of the quotation for the 2024 Ford Transit 350 HR Cargo Van 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 Cargo Van 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

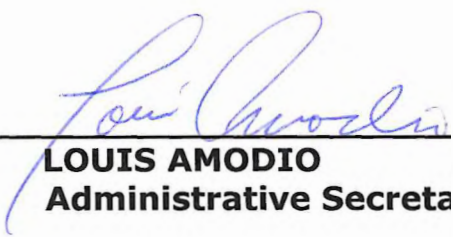


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



PARAMUS FORD, INC.
d/b/a ALL AMERICAN FORD OF PARAMUS

375 ROUTE 17 SOUTH
PARAMUS, NJ 07652
201-262-4900 EXT. 1006
JGREEN@ALLAMERICANFORD.NET

TO: PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE
CLIFTON, NJ 07011

High Top Van



BID #: BC-BID-24-43
CO-OP #: CK04
CONTRACT EXPIRES: 6/18/26

PREPARED BY: KERRI TAYLOR

DATE: 3/7/2025

STOCK #: 24PT1189 | VIN: 1FTBW1X80RKB80073 - VEHICLE IN STOCK


DESCRIPTION	MSRP	DISCOUNT	PRICE
2024 FORD TRANSIT 350 HR CARGO RWD EXTERIOR: OXFORD WHITE INTERIOR: DARK PALAZZO GRAY VINYL 148" WHEELBASE 3.5L PFDI V6 (GAS) 10-SPEED TRANSMISSION PREFERRED EQUIPMENT PKG.101A 4.10 LIMITED SLIP AXLE REAR COMPARTMENT LIGHTING FRONT LICENSE PLATE BRACKET EXTERIOR UPGRADE PKG - SRW .FRONT FOG LAMPS .SRW - STEEL W/SILVER COVER .WIPER ACTIVATED HEADLAMPS 9500# GVWR PACKAGE 2WAY DRV/PASS PALAZZO VINYL B-PILLAR ASSIST HANDLE 50 STATE EMISSIONS REVERSE SENSING SYSTEM KEYLESS ENTRY PAD HD TRAILER TOW PACKAGE LONG-ARM PWR HEAT MIRRORS	\$ 58,920.00	\$3,535.20	\$ 55,384.80

ELEC AIR TEMP CONTROL SYNC 4 AM/FM BLUETOOTH VEHICLE MAINTENANCE MONITOR HIGH RES REAR VIEW CAMERA EXTENDED FUEL TANK (31GAL) D-PILLAR ASSIST HANDLES FRONT OVERHEAD SHELF UPFITTER PACKAGE .MODIFIED VEHICLE WIRING SYS .DUAL BATTERIES (70 AMP-HR) .LARGE CENTER CONSOLE .AUXILIARY FUSE PANEL TRAILER BRAKE CONTROLLER 2 ADDITIONAL KEYS HALOGEN HEADLAMPS LOAD AREA PROTECTION PKG .VINYL F/R FLOOR COVERING E-85 FLEX FUEL CAPABLE			
SUBTOTAL	\$ 58,920.00	\$3,535.20	\$ 55,384.80
TOTAL:			\$ 55,384.80

DELIVERY TO PASSAIC COUNTY	\$ 325.00
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THANK YOU FOR YOUR BUSINESS!

' KAN-004621 NJ 9-NORMAL, HB, 704621, RL202 7950 120241203 ULC U W 026969 1PTWNLXBO RKB80073 NB



VEHICLE DESCRIPTION

TRANSIT

2024 350 HR CARGO RWD
148" WHEELBASE
3.6L PDI V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
DARK PALAZZO GRAY VINYL

ford.com

RK B80073

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- AUXILIARY FUEL POINT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- FULL SIZE SPARE TIRE/WHEEL
- TIE-DOWN ANCHOR DELAY
- WIPERS - RAIN-SENSING

INTERIOR

- AIR CONDITIONING
- ASSIST HANDLES - A-PILLAR
- CENTER CONSOLE
- INTERIOR LIGHTING - LED
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING - TILT/TELESCOPIC
- TACHOMETER

FUNCTIONAL

- AUTO HIGH-BEAM HEADLAMPS
- ELECTRONIC PWR ASST STEER
- FORWARD COLLISION WARNING
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PPE-COLLISION ASSIST WAIVER
- REAR VIEW CAMERA
- W/ TRAILER HITCH ASSIST
- SELECTABLE DRIVE MODES
- SIDE-WIND STABILIZATION

SAFETY/SECURITY

- 3 POINT SAFETY BELTS
- ADVANCETRAC™ WITH ESC
- AIRBAGS (FRONT, SIDE AND SAFETY CANOPY) SYSTEM
- BRAKES - WHEEL DISC WABS
- SECURLOCK® ANTI-THIEF SYS
- SOS POST-CRASH ALERT SYS™
- THE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 MILE / 50,000 MILE
- 5YR/60,000 MILE POWERTRAIN
- 5YR/60,000 MILE ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)	(MSRP)	PRICE INFORMATION	(MSRP)
OPTIONAL EQUIPMENT/OTHER				
PREFERRED EQUIPMENT PKG 101A			455.00	562,710.00
4-Wheel Limited Slip Axle	NO CHARGE	75.00		4,115.00
REAR COMPARTMENT LIGHTING	NO CHARGE	75.00		
FRONT LICENSE PLATE BRACKET	NO CHARGE	535.00		
EXTERIOR UPGRADE PKG - SHW				
FRONT FOG LAMPS	NO CHARGE	45.00		
SHW - STEEL W/ SILVER COVER	NO CHARGE	25.00		
WABER ACTIVATED HEADLAMPS	NO CHARGE	295.00		
SHW DOWN PACKAGE	NO CHARGE	95.00		
SHW COMPASS PALAZZO VINYL	NO CHARGE	485.00		
B-PILLAR ASSIST HANDLE	NO CHARGE	220.00		
50 STATE EMISSIONS	NO CHARGE	930.00		
REVERSE SENSING SYSTEM	NO CHARGE	45.00		
KEYLESS ENTRY PAD	NO CHARGE	265.00		
NO TRAILER TOW PACKAGE	NO CHARGE	60.00		
LONG-ARM PWR HEAT MIRRORS	NO CHARGE	75.00		
ELEC AIR TEMP CONTROL	NO CHARGE	610.00		
SYNCH 4 AM/FM BLUETOOTH	NO CHARGE			
VEHICLE MAINTENANCE MONITOR	NO CHARGE			
HIGH RES REAR VIEW CAMERA	NO CHARGE			
EXTENDED FUEL TANK (31 GAL)	NO CHARGE			
D-PILLAR ASSIST HANDLES	NO CHARGE			
FRONT OVERHEAD SHELF	NO CHARGE			
UPFITTER PACKAGE	NO CHARGE			
MODIFIED VEHICLE WIRING SYS	NO CHARGE			
DUAL BATTERIES (70 AMP-HR)	NO CHARGE			
LARGE CENTER CONSOLE	NO CHARGE			
AUXILIARY FUEL PANE	NO CHARGE			
TRAILER BRAKE CONTROLLER	NO CHARGE			
2 ADDITIONAL KEYS	NO CHARGE			

CV41

CONVOY

13-J336 QY 80

TOTAL MSRP \$58,920.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance

Ford Credit

ORDER INFORMATION

ORDER NUMBER RL202 N RD 2X 450 004621 11 39 24

California Air Resources Board

Flexible Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)

A+ C D

Cleaner

Smog Rating (tailpipe only)

A+ A D

Cleaner

Using alternative fuels may change scores.

Vehicle emissions are a complex combination of vehicle design and engine factors, as well as the California Air Resources Board's use of the vehicle's measured emissions.

CALIFORNIA

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score **Not Rated**

Based on the combined ratings of frontal, side and rollover.

Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash **Driver Passenger** ★ ★ ★ ★

Based on the risk of injury in a frontal impact.

Should ONLY be compared to other vehicles of similar size and weight.

Side Crash **Front seat Rear seat** Not Rated Not Rated


Based on the risk of injury in a side impact.

Rollover **Not Rated**

Based on the risk of rollover in a single-vehicle crash.


Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FTBW1X0RKB0073



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, or vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

connecting safety Start Stop for help



www.ford.com/passenger-vehicle

2471189

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **All American Ford of Paramus Under
New Jersey Cooperative Purchasing Alliance
Bid 24-43, Co-Op # CK04**

Amount of Project or Contract: \$55,384.80

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

Other comments: Single Purchase Under NJ Cooperative Purchasing Alliance Bid 24-43
One (1) 2024 Ford Transit 350 HR Cargo Van
Price: \$55,384.80

Date of Certification: March 26, 2025

Certified: \$55,384.80

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-046

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
TWO (2) 2024 GMC 3500 SIERRA SERVICE BODY TRUCKS
UNDER THE ESCNJ PURCHASING COOPERATIVE
65MCESCCPS, BID # 23/24-11**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure two (2) 2024 GMC Sierra Service Body Trucks to replace the two service body trucks currently being used by the Maintenance Department, which are in disrepair and at the end of their useful life; and

WHEREAS, the ESCNJ Purchasing Cooperative 65MCESCCPS, Bid #23/24-11, (the "Cooperative") shall be used for the procurement of said Service Body 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 Frank's Truck Center of Lyndhurst, New Jersey (the "Awardee") under the Cooperative, with the cost of each truck being \$80,494.32 for a total price of \$160,988.64; a copy of the quotation for the two (2) 2024 GMC Sierra Service Body 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 Service Body 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.

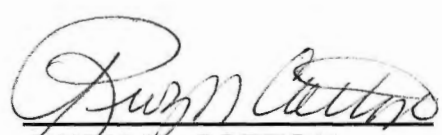
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

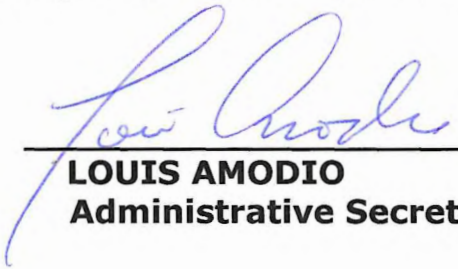


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

80+87



ESCNJ PARTICIPANT
Passaic Valley Water Commission
1525 Main Ave.
Clifton, NJ 07011
Michael Marotta - 973-340-4300 973-768-4655
mmarotta@pvwc.com

ESCNJ VENDOR
Frank's Truck Center
325 Orient Way
Lyndhurst, NJ 07071
(201)939-7708
Guy Montaina
gmontaina@frankstruckcenter.com

NJ State Approved ESCNJ Co-Op #65 MCESCCPS – Cars, Crossovers, Class 1-3 Trucks/Chassis/SUV and Vans
Bid – ESCNJ# 23/24-11

2024 GMC TK30903 – 3500 Sierra Regular Cab Pick Up 4x4 142 Inch Wheelbase – 1SA PRO Package – 8 Foot Pickup Bed

Date of Request – March 10, 2025

Vehicles in Stock – See Below – Two (2) are in Stock available.

	MSRP
Base Price	\$49,400.00
Destination Charge	\$ 1,995.00
Total Base Plus Destination	\$51,395.00
Discount – 3.4%	\$ 1,747.43
Base Adjusted	\$49,647.57
Options	\$ 4,750.00
Discount – 9.5%	\$ 451.25
Options Adjusted	\$ 4,298.75
Unpublished Option	
Filler Kit – Required for Service Body	\$ 490.00
Base Adjusted	\$49,647.57
Options Adjusted	\$ 4,298.75
Filler Kit – Part for Service Body	\$ 490.00
Delivery Charge Passaic County	\$ 180.00
Total Delivered Contract Price	\$54,616.32
Cliffside Body – Quote – BK03072025A	\$25,878.00
Total Amount Complete Unit	\$80,494.32 Per Unit
Total Amount Completed – Two (2) Units	\$160,988.64

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Frank's Truck Center Under
ESCNJ Purchasing Cooperative, #65MCESCCPS
Bid – 23/24-11**

Amount of Project or Contract: \$160,988.64

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

Other comments: Single Purchase Under
ESCNJ Purchasing Cooperative, 65MCESCCPS, Bid 23/24/11
Two (2) 2024 GMC 3500 Sierra Service Body Trucks
Price: \$80,494.32 each for a total of \$160,988.64

Date of Certification: March 26, 2025

Certified: \$160,988.64

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-047

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) 2026 F-750 DIESEL FLAT BED TRUCK UNDER THE
NEW JERSEY COOPERATIVE PURCHASING ALLIANCE
BID # 24-06, CO-OP #CK04**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) 2026 Ford F-750 Diesel Flat Bed Truck to replace the Flat Bed Truck currently being used by the Maintenance Department, which is almost 30 years old and in disrepair and at the end of its useful life; and

WHEREAS, the New Jersey Purchasing Alliance, Bid #24-06, CO-OP #CK-04, (the "Cooperative") shall be used for the procurement of said Flat Bed Truck; 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 All American Ford of Paramus of Paramus, New Jersey (the "Awardee") under the Cooperative, with the cost of the truck being \$102,804.55; a copy of the quotation number NJCPAPVW01 for the 2026 Ford F-750 Diesel Flat Bed Truck 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 Flat Bed Truck 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President




RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Prepared for: , PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE
PASSAIC, NJ 07011
Office: 973-340-4300
End User FIN Code: QR885

Replacement for Truck# 98
\$102,804.55
1996 International Flat Bed

2026 F-750 Diesel Regular Cab Base (F7D)
Price Level: 615

Gabrielli Truck wants \$149,782.50

Client Proposal

Prepared by:
Joseph Green
Office: 201-525-2590
Email: JGreen@allamericanford.net
Quote ID: NJCPAPVW01
Date: 02/24/2025



All American Ford of Paramus | 375 Route 17, Paramus, New Jersey, 076522905
Office: 201-262-4900 | Fax: 201-262-4507

Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

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2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

Selected Equip & Specs

Dimensions

- GCWR: 50,000 lbs.
- Rear brake diameter: 15.0"
- Vehicle body length: 332.0"
- Vehicle body height: 95.2"
- Turning radius (to curb): 28.1'
- Rear track: 72.6"
- Rear tire outside width: 96.0"
- Frame section modulus: 14.2 cu.in.
- Frame rail depth: 10.1"
- Frame rail thickness: .3"
- Front bumper to front axle: 39.0"
- Leg room first-row: 41.4"
- Hip room first-row: 67.6"
- Front brake diameter: 15.0"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- Wheelbase: 212.0"
- Front track: 83.8"
- Cab to axle: 138.0"
- Axle to end of frame: 81.0"
- Frame yield strength (psi): 120000.0
- Frame rail width: 3.6"
- Frame rail section: 9.5"
- Headroom first-row: 40.7"
- Shoulder room first-row: 68.0"

Powertrain

- Compression ignition system
- Engine cylinders: V-8
- Torque: 825 lb.-ft. @ 1500 RPM
- Radiator
- Auxiliary power take-off
- RNDM shift indicator
- TorqShift 10-speed automatic
- Recommended fuel: diesel
- Standard rear differential
- 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 300HP
- Horsepower: 300 HP @ 2500 RPM
- Engine block heater
- Engine retarder system
- Fuel/water separator
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- Standard grade rear shock absorbers
- Standard grade front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill start assist
- Leaf spring front suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: \$15 | Quote ID: NJCPAPVW01

Selected Equip & Specs (cont'd)

- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Side assist steps
- Clearcoat paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Convex spotter in driver and passenger side door mirrors
- Power extendable trailer mirrors
- Turn signal indicator in door mirrors
- Driver side mirror clearance lights
- English measure truck 279/82R22.5 AS BSW front and rear tires
- White front wheels
- White rear wheels
- Disc rear wheel
- 2 doors
- Monotone paint
- Black door handles
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- Video-feed rearview mirror
- Exterior mirror mounted clearance lights
- Black door mirrors
- Passenger side mirror clearance lights
- 22.5 x 8.25-inch front and dual rear wheels
- Steel front wheels
- Steel rear wheels

Convenience

- Power door locks with 2 stage unlocking
- Auto-locking doors
- Power first-row windows
- Fixed rear windshield
- Standard glove box
- Driver and passenger door bins
- Dashboard storage
- Uplifter switches
- Steering column lever gearshift location
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Driver foot rest
- Front beverage holders
- 2 beverage holders
- Instrument panel bin
- Trip computer
- Dual electric horn

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Supplemental in-cabin heater
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

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2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: \$15 | Quote ID: NJCPAPVW01

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 3
- Front seat armrest storage
- Folding driver seat back
- 4 driver seats way-direction
- 40-20-40 benchfront seat
- Mid passenger seat back
- Manual fore/aft
- Front seat center armrest
- 40-20-40 bench front seat
- Mid driver seat back
- Manual fore/aft
- Folding passenger seat back
- 4 passenger seats way-direction
- Vinyl front seat upholstery

Entertainment Features

- 1 total number of 1st row displays
- AM/FM
- AM radio
- Seek scan
- External memory control
- Speakers number: 4
- Wireless audio streaming
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Driver information center
- Oil pressure gauge
- Voltmeter
- Transmission fluid temperature gauge
- Diesel exhaust fluid (def) gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Trip odometer
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Oil temperature gauge
- Engine hour meter
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- Speed sensitive wipers
- Front reading lights
- Daytime running lights
- Delay interior courtesy lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 1 USB port
- 4G LTE Embedded Modem mobile hotspot internet access

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Selected Equip & Specs (cont'd)			
• Frame rail depth	18.1"	• Frame rail width	3.8"
• Frame rail thickness	.3"	Frame rail section	9.5"
Front bumper to front axle	39.0"		
Headroom			
Headroom first-row	40.7"		
Legroom			
Leg room first-row	41.4"		
Shoulder Room			
Shoulder room first-row	58.0"		
Hip Room			
Hip room first-row	67.6"		
Powertrain			
Engine			
• Engine 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 300HP		Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head
Engine Specs			
Displacement	6.7L	cc	405.9 cu.in.
Bore	3.9"	Stroke	4.25"
Compression ratio	16.2	• Governed RPM	3300 RPM
Engine Power			
• Horsepower	300 HP@2500 RPM	• Torque	825 lb.-ft.@1500 RPM
Alternator			
• Alternator amps	240A	Alternator type	Heavy-duty alternator
Battery			
• Battery type	Three lead acid battery	• Battery rating	2700CCA
Battery step	Battery step	Battery location	Battery location forward right
Battery run down protection	Battery run down		
Engine Extras			
• Block heater	Engine block heater	Radiator	Radiator

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

Selected Equip & Specs (cont'd)

Fuel/water separator	Fuel/water separator	Auxiliary power take-off	Auxiliary power take-off
Engine retarder	Engine retarder system	Shift indicator	RNDM shift indicator
Transmission			
Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission
Speed limiter	75 mph speed limiter	Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission	First gear ratio	4.615
Second gear ratio	2.919	Third gear ratio	2.132
Fourth gear ratio	1.773	Fifth gear ratio	1.519
Sixth gear ratio	1.277	Reverse gear ratio	4.695
Seventh gear ratio	1	Eighth gear ratio	0.851
Ninth gear ratio	0.687	Tenth gear ratio	0.632
Stall ratio	1.97	Selectable mode transmission	Tow/Haul Mode
Sequential shift control	Sequential shift control	selectable mode transmission	
PTO transmission provision	PTO transmission provision	Transmission oil cooler	Transmission oil cooler
Drive Type			
Drive type	Rear-wheel drive		
Drivetrain			
* Axle ratio	5.57	Axle speed	Single axle speed
Exhaust			
Tailpipe	Aluminized steel single exhaust	Additional muffler type	horizontal
Additional muffler location	right	Additional tailpipe type	horizontal
Additional tailpipe location	right		
Fuel			
Fuel type	diesel		
Fuel Tank			
Front left fuel tank shape	rectangular	Front left fuel tank capacity	50.01 US gallons
DEF capacity	8.00 gal.		
Drive Feature			
Traction control	Low-speed ABS traction control	Differential	Standard rear differential

Fuel Economy and Emissions

Emissions	
Emissions	Federal emissions

Suspension and Handling

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

Selected Equip & Specs (cont'd)

Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Front wheel - RPM	497		
Rear Tires			
Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Rear wheel - RPM	497		

Body Exterior

Exterior Features			
Number of doors	2 doors	Side steps	Side assist steps
Front splash guards	Front splash guards	• Rear splash guards	Rear splash guard holders
Frame			
Clean CA frame	Clean CA frame		
Body			
Body panels	Composite and galvanized steel body panels		
Mirrors			
Convex spotter	Convex spotter in driver and passenger side door mirrors	• Turn signal in door mirrors	Turn signal indicator in door mirrors
• Video rearview mirror	Video-feed rearview mirror		
Spare Tire			
• Spare tire	Steel wheel		
Tires			
Front tires LT load rating	H	Rear tires LT load rating	H
Wheels			
Front wheel type	Disc front wheel	Dual rear wheels	Dual rear wheels
Number of front wheel studs	10 front wheel studs	Number of rear wheel studs	10 rear wheel studs

Convenience

Door Locks			
• Door locks unlocking	Power door locks with 2 stage	• Keyfob door locks	Keyfob activated door locks
• Auto door locks	Auto-locking doors		
Cruise Control			

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 015 | Quote ID: NJCPAPVW01

Selected Equip & Specs (cont'd)

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
Steering Wheel			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic wheel	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		
Seats and Trim			
Seat Capacity			
• Seating capacity	3		
Front Seats			
• Front seat type	40-20-40 bench front seat	• Front seat type	40-20-40 benchfront seat
Driver seat back	Folding driver seat back	• Driver seat back type	Mid driver seat back
Driver seats way-direction	4 driver seats way-direction	Driver seat fore/aft	Manual fore/aft
• Passenger seat back	Folding passenger seat back	• Passenger seat back type	Mid passenger seat back
• Passenger seats way-direction	4 passenger seats way-direction	Passenger seat fore/aft	Manual fore/aft
• Armrests front center	Front seat center armrest	• Armrests front storage	Front seat armrest storage
Front Seat Trim			
Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Carpet front seatback upholstery
Gearshifter Material			
Gearshifter material	Urethane gear shifter material		
Entertainment Features			
Displays			
• Number of first-row displays	1 total number of 1st row displays		
Radio Features			
Aux input jack	Auxiliary input jack	External memory	External memory control
Seek scan	Seek scan		
Speakers			
Speakers	Standard grade speakers	• Speakers number	4
Audio Features			
Steering mounted audio control	Steering wheel	Wireless streaming	Wireless audio streaming
mounted audio controls			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

Instrumentation			
Trip odometer	Trip odometer	Instrumentation display display	Analog instrumentation display
Instrumentation Displays			
• Speedometer	Redundant digital speedometer	Driver information center	Driver information center
Clock	In-radio display clock		
Instrumentation Gauges			
Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Oil temperature gauge	Oil temperature gauge	Transmission temperature gauge	Transmission fluid temperature gauge
• Voltmeter	Voltmeter	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
• Gauge cluster display size (Inches)	8.00	Engine hour meter	Engine hour meter
DEF fluid gauge	Diesel exhaust fluid (def) gauge		
Instrumentation Warnings			
Oil pressure warning	Oil pressure warning	Low fuel warning	Low fuel warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Service interval warning	Service interval indicator
Transmission fluid temperature warning	Transmission fluid temp warning	Low diesel exhaust fluid (DEF) warning	Low diesel exhaust fluid (DEF) warning
Glass			
Tinted windows	Light tinted windows		
Headlights			
Headlights	Halogen headlights	Headlight type	Reflector headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights		
Front Windshield			
Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
Interior Lighting			
• Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		
Lights			
Running lights	Daytime running lights	Interior courtesy lights	Delay interior courtesy lights
Clearance lights	Cab clearance lights		

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 816 | Quote ID: NJCPAPVW01

Selected Equip & Specs (cont'd)

Technology and Telematics

Connectivity

Handsfree connectivity Bluetooth handsfree wireless device

Internet Access

Internet access 4G LTE Embedded Modem mobile hotspot internet access

USB Ports

USB ports 1 USB port

Safety and Security

Security System

• Remote panic alarm Remote panic alarm Vehicle tracker Vehicle tracker

Cameras

• Rear camera Rear mounted camera

Traction Control

Electronic stability control system Electronic stability control system

Parking Sensors

• Back up alarm Back-up alarm

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$81,195.00
Engines		
99E	6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM Torque: 825 ft.lbs. @ 1500 rpm. 825 lb.-ft. torque @ 1500 RPM.	\$1,995.00
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt <i>Includes removable grille cover.</i>	\$155.00
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes towhaul.</i>	STD
Front Wheels & Tires		
643	Wheels, Front 22.5" x 8.25" White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5" x 8.25" White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
60Z	Wheel, Spare 22.5" x 8.25" White Powder Coated Steel, 10-Hole - Quantity (One only)	\$145.00
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD

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As Configured Vehicle (cont'd)		
Code	Description	MSRP
Brakes		
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <small>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, On-Scene lever control, right of driver and hand operated park brake lever.</small>	STD
Front Axle and Suspension		
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap <small>2-leaf, 62" x 3.15". Also includes: standard duty, dual, double acting shock absorbers.</small>	\$305.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <small>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</small>	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap <small>For 19,000 lb. and 21,000 lb. rear axles. Includes 4,500 lb auxiliary rubber spring.</small>	STD
961	Shock Absorbers, Rear - Double Acting	\$165.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X5D	5.57 Axle Ratio	N/C
Wheelbase		
212WB	212" Wheelbase/138" CA/81" AF/332" OAL	\$515.00
Frame		
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <small>1,701,600 RBAI Heat treated alloy steel. 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</small>	\$365.00

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <small>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</small>	STD
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
17A	Extra Heavy Duty Alternator - 12-Volt, 240 Amps	\$410.00
55M	Jump Start Stud - Remote Mounted	\$90.00
63D	Battery - Three 900 CCA, 2700 Total, Includes Steel Battery Box <small>12Volt, Motorcraft.</small>	\$250.00
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <small>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</small>	\$135.00
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00
962	Daytime Running Lamps (Not Configurable)	\$25.00
16V	Voltmeter <small>Available in message center.</small>	\$100.00
Seats		
88Y	40/20/40 Fixed Driver & Fixed Passenger w/Unique 20% Fold-Down Console - Vinyl	\$420.00
Cab Interior		
600A	Preferred Equipment Package 600A <small>Includes:</small>	N/C

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/24/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2026 F-750 Diesel Regular Cab Base (F7D)

Price Level: 615 | Quote ID: NJCPAPVW01

As Configured Vehicle (cont'd)		
Code	Description	MSRP
	Destination Charge	\$2,495.00
TOTAL		\$112,610.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **All American Ford of Paramus Under
New Jersey Cooperative Purchasing Alliance
Bid 24-06, Co-Op # CK04**

Amount of Project or Contract: \$102,804.55

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

Other comments: Single Purchase Under NJ Cooperative Purchasing Alliance
Bid 24-06, Co-Op #CK04

One (1) 2026 F-750 Diesel Flat Bed Truck
Price: \$102,804.55

Date of Certification: March 26, 2025

Certified: \$102,804.55

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-048

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) 2025 FORD F-550 RACK TRUCK UNDER THE
NEW JERSEY COOPERATIVE PURCHASING ALLIANCE
BID # 24-06, CO-OP #CK04**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) 2025 Ford F-550 Rack Truck to replace the Rack Truck currently being used by the Maintenance Department, which is in disrepair and at the end of its useful life; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance, Bid #24-06, CO-OP #CK-04, (the "Cooperative") shall be used for the procurement of said Rack Truck; 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 All American Ford of Paramus of Paramus, New Jersey (the "Awardee") under the Cooperative, with the cost of the truck being \$115,367.90; a copy of the quotation number NJCPAPVW04 for the 2025 Ford F-550 Rack Truck 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 Rack Truck 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

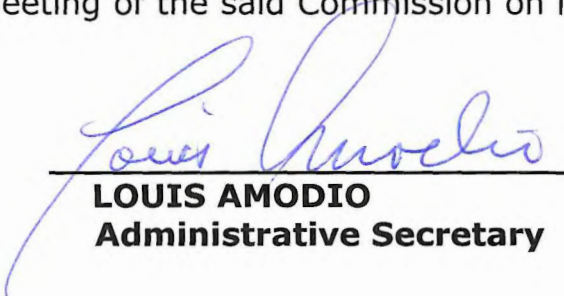


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Prepared for: , PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE
CLIFTON, NJ 07011
Office: 973-340-4300
End User FIN Code: QR865

Rack
9'

2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)
Price Level: 520



Client Proposal

Prepared by:
Joseph Green
Office: 201-525-2590
Email: JGreen@allamericanford.net
Quote ID: NJCPAPVW04
Date: 02/28/2025



All American Ford of Paramus | 375 Route 17, Paramus, New Jersey, 076522905
Office: 201-262-4900 | Fax: 201-262-4507

Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/28/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 520 | Quote ID: NJCPAPVW04

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2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 520 | Quote ID: NJCPAPVW04

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- Fifth-wheel towing capacity: 29,300 lbs.
- Front brake diameter: 15.4"
- Vehicle body length: 277.4"
- Vehicle body height: 82.5"
- Vehicle turning radius: 27.1'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 146.3"
- Max interior rear cargo volume: 31.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 39,000 lbs.
- Gooseneck towing capacity: 29,400 lbs.
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 192.0"
- Front track: 74.8"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 31.6 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- Compression ignition system
- Engine cylinders: V-8
- Torque: 950 lb.-ft.@1800 RPM
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- Recommended fuel: diesel
- Electronic transfer case shift
- Auto locking hub control
- Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP
- Horsepower: 330 HP@2200 RPM
- Engine block heater
- Engine retarder system
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- Mechanical limited slip differential

Fuel Economy and Emissions

- Diesel secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
 - 4-wheel antilock (ABS) brakes
 - Brake assist system
 - Mono-beam rigid axle front suspension
 - Front coil springs
 - Rear anti-roll bar
 - Hydraulic power-assist steering system
 - 2-wheel steering system
- Front and rear ventilated disc brakes
 - Four channel ABS brakes
 - Hill Start Assist
 - Front anti-roll bar
 - * Rigid axle rear suspension
 - Leaf spring rear suspension
 - Re-circulating ball steering

Body Exterior

- Trailer wiring harness
 - 4 doors
 - Monotone paint
 - Black side window trim
 - Black windshield trim
 - 2 front tow hooks
 - * Black grille with chrome accents
 - Manual extendable trailer mirrors
 - Black door mirrors
 - Reverse opening right rear passenger door
 - 19.5 x 6-inch front and dual rear argent steel wheels
- * Running boards
 - Clearcoat paint
 - Black fender flares
 - Black door handles
 - * Chrome front bumper
 - * Body-coloured front bumper rub strip
 - Convex spotter in driver and passenger side door mirrors
 - Turn signal indicator in door mirrors
 - Reverse opening left rear passenger door
 - LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
 - All-in-one remote fob and ignition key
 - Cruise control with steering wheel mounted controls
 - Day/Night rearview mirror
 - * Rear window defroster
 - Front beverage holders
 - 8 beverage holders
 - Illuminated glove box
 - Dashboard storage
 - Trip computer
 - Over the air updates
- Keyfob activated front door locks
 - Auto-locking doors
 - * FordPass Connect smart device and keyfob vehicle start control
 - Power first-row windows
 - * Power rear windshield
 - Illuminated locking glove box
 - Rear beverage holders
 - Instrument panel covered bin
 - Retained accessory power
 - Upfitter switches
 - PRND in IP

Comfort

- Manual climate control
 - Rear under seat climate control ducts
 - Cloth headliner material
- Cabin air filter
 - * Supplemental in-cabin heater
 - Full headliner coverage

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2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 520 | Quote ID: NJCPAPVW04

Selected Equip & Specs (cont'd)

- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Diesel exhaust fluid (def) gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Turbo/supercharger boost gauge
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights

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Selected Equip & Specs (cont'd)

- Cab clearance lights
 - Remote activated perimeter approach lighting
 - Fade interior courtesy lights
- High mounted center stop light
 - Front fog lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
 - Smart device wireless mirroring
 - FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
 - FordPass App mobile app access
 - 2 USB ports

Safety and Security

- Driver front impact airbag
 - Safety Canopy System curtain first and second-row overhead airbags
 - Seat mounted side impact front passenger airbag
 - Front height adjustable seatbelts
 - Ford Security Package (1-year included with activation) security system
 - Lane Departure Warning
 - Rear mounted camera
- Seat mounted side impact driver airbag
 - Cancellable front passenger air bag
 - 6 airbags
 - SecuriLock immobilizer
 - Remote panic alarm
 - Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights			
• Curb weight	8,132 lbs.	• Rear curb weight	3,250 lbs.
• GVWR	19,550 lbs.	• Payload	11,230 lbs.
Trailer Weights			
• Fifth-wheel towing capacity	29,300 lbs.	• Gooseneck towing capacity	29,400 lbs.
Conventional capacity	18,500 lbs.	• GCWR	39,000 lbs.
Front Weights			
• Front curb weight	4,882 lbs.	• GAWR front	7,000 lbs.
Axle capacity front	7,000 lbs.	• Spring rating front	7,000 lbs.
Tire/wheel capacity front	7,500 lbs.		
Rear Weights			
• GAWR rear	14,706 lbs.	• Axle capacity rear	14,706 lbs.
• Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

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2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 520 | Quote ID: NJCPAPVW04

Selected Equip & Specs (cont'd)

<i>Off Road</i>			
Min ground clearance	8.6"		
<i>Exterior Measurements</i>			
Vehicle body length	277.4"	Vehicle body width	80.0"
Vehicle body height	82.5"	Wheelbase	192.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	29.6"	Rear frame height unloaded	34.8"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	27.1'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	146.3"		
<i>Interior Measurements</i>			
Max interior rear cargo volume	31.6 cu.ft.	Interior rear cargo volume with seats folded	31.6 cu.ft.
<i>Interior Volume</i>			
Total passenger volume	116.0 cu.ft.		
<i>Headroom</i>			
Headroom first-row	40.8"	Headroom second-row	40.3"
<i>Legroom</i>			
Leg room first-row	43.9"	Leg room second-row	33.5"
<i>Shoulder Room</i>			
Shoulder room first-row	66.7"	Shoulder room second-row	65.8"
<i>Hip Room</i>			
Hip room first-row	62.5"	Hip room second-row	64.7"
Powertrain			
<i>Engine</i>			
• Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	• Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
• Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head
<i>Engine Specs</i>			
• Displacement	6.7L	• cc	405.9 cu.in.

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Selected Equip & Specs (cont'd)

• Bore	3.9"	• Stroke	4.25"
• Compression ratio	15.2	SAEJ1349	AUG2004 compliant
Engine Power			
• Horsepower	330 HP@2200 RPM	• Torque	950 lb.-ft.@1800 RPM
Alternator			
• Alternator amps	250A	• Alternator type	Dual alternator
• Alternator rating	160A		
Battery			
Battery amps	68Ah	• Battery type	Dual lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection
Engine Extras			
• Block heater	Engine block heater	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off	• Engine retarder	Engine retarder system
Transmission			
Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
• Axle ratio	4.3		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			

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Selected Equip & Specs (cont'd)

• Fuel type		diesel	
Fuel Tank			
• DEF capacity	7.20 gal.	Fuel tank capacity	40.00 gal.
Drive Feature			
• Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift
Provisions			
• Provisions	Snow plow provisions		

Fuel Economy and Emissions

Fuel Economy	
• Secondary fuel type	Diesel secondary fuel type
Emissions	
Emissions	Federal emissions

Suspension and Handling

Suspension			
Suspension	Firm ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

<i>Brakes</i>			
Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes
<i>Brake Assistance</i>			
Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
<i>Front Suspension</i>			
Front anti-roll	Front anti-roll bar	Suspension ride type front Mono-beam rigid axle front suspension	
<i>Front Spring</i>			
• HD front springs	Heavy-duty front springs	Springs front	Front coil springs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

<i>Rear Spring</i>			
Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs
<i>Rear Suspension</i>			
Rear anti-roll	Rear anti-roll bar	Suspension type rear	Leaf spring rear suspension
• Suspension ride type rear suspension	Rigid axle rear suspension		
<i>Steering</i>			
Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		
Exterior			
<i>Front Wheels</i>			
Front wheels diameter	19.5"	Front wheels width	6"
<i>Rear Wheels</i>			
Rear wheels diameter	19.5"	Rear wheels width	6"
<i>Front And Rear Wheels</i>			
Appearance	argent	Material	steel
<i>Front Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Front wheel - RPM	647
<i>Rear Tires</i>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
• Tread	AT	Type	LT
Width	225mm	• Rear wheel - RPM	645
Body Exterior			
<i>Trailering</i>			
Towing wiring harness	Trailer wiring harness	• Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		
<i>Exterior Features</i>			
Number of doors	4 doors	• Running boards	Running boards
• Skid plate	1 underbody skid plate	Front splash guards	Front splash guards

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Selected Equip & Specs (cont'd)

• License plate front bracket		Front license plate bracket	
Body			
Body panels		Aluminum body panels with side impact beams	
Mirrors			
Convex spotter		Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors
			Turn signal indicator in door mirrors
Tires			
Front tires LT load rating		G	Rear tires LT load rating
			G
Wheels			
Dual rear wheels		Dual rear wheels	
Convenience			
Door Locks			
Door locks		Power door locks with 2 stage unlocking	Keyfob door locks
All-in-one key		All-in-one remote fob and ignition key	Keyfob activated front door locks
			Auto door locks
			Auto-locking doors
Cruise Control			
Cruise control		Cruise control with steering wheel mounted controls	
Key Fob Controls			
• Fob remote vehicle controls		FordPass Connect smart device and keyfob vehicle start control	
Rear View Mirror			
Day/Night rearview mirror		Day/Night rearview mirror	
Exterior Mirrors			
Door mirrors		Power door mirrors	Folding door mirrors
Heated door mirrors		Heated driver and passenger side door mirrors	Manual folding door mirrors
Front Side Windows			
First-row windows		Power first-row windows	
Overhead Console			
Overhead console		Full overhead console	Overhead console storage
			Overhead console storage
Passenger Visor			
Visor passenger mirror		Passenger visor mirror	
Power Outlets			

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Selected Equip & Specs (cont'd)

12V power outlets	2 12V power outlets	* 120V AC power outlets	1 120V AC power outlet
Rear Windshield			
* Rear window defroster	Rear window defroster	* Rear windshield	Power rear windshield
Storage			
Number of beverage holders	8 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Illuminated locking glove box
Illuminated glove box	Illuminated glove box	Instrument panel storage bin	Instrument panel covered bin
Dashboard storage	Dashboard storage		
Windows Feature			
One-touch up window touch up windows	Driver and passenger one-touch up windows	One-touch down window touch down windows	Driver and passenger one-touch down windows
Windows Rear Side			
Second-row windows	Power second-row windows		
Miscellaneous			
Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		
Comfort			
Climate Control			
Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts	* Supplemental in-cabin heater	Supplemental in-cabin heater
Headliner			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
Floor Trim			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
Second-Row Seat Trim			
Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
Steering Wheel			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic wheel	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		
Seats and Trim			

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Selected Equip & Specs (cont'd)

Front Windshield			
Wipers	Variable intermittent front windshield wipers		
Interior Lighting			
Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		
Lights			
Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
* Fog lights	Front fog lights	Clearance lights	Cab clearance lights
* High mount stop light	High mounted center stop light	Perimeter approach lighting	Remote activated perimeter approach lighting
Technology and Telematics			
Connectivity			
Handsfree connectivity	SYNC 4 handsfree wireless device	Smart device integration mirroring	Smart device wireless
Emergency SOS system via mobile device	SYNC 4 911 Assist emergency SOS system via mobile device		
Internet Access			
Internet access	FordPass Connect 5G mobile hotspot internet access		
USB Ports			
USB ports	2 USB ports		
Safety and Security			
Airbags			
Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Cancellable front passenger air bag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags
Seatbelts			
Height adjustable seatbelts	Front height adjustable seatbelts		
Security System			
Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Ford Security Package (1-year included with activation) security system		

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Selected Equip & Specs (cont'd)

Active Driving Assistance			
Lane departure	Lane Departure Warning	Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
Cameras			
* Rear camera	Rear mounted camera		



As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X5H	Base Vehicle Price (X5H)	\$61,305.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Ford is restricting sales of 6.7L diesel (99T) with payload plus upgrade package 2 (68H) to customers for registration outside of California. Additionally, Ford is restricting sales of 6.7L diesel (99T) with payload plus upgrade package 1 (68M) to customers for registration in California only. <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Battery	\$10,495.00
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
68H	GVWR: 19,550 lb Payload Plus Upgrade Package 2 Late availability. Ford is restricting sales of this option on 6.7L diesel (99T) to customers for registration outside of California. <i>Includes upgraded frame, upgraded rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00

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As Configured Vehicle (cont'd)

Code	Description	MSRP
Wheels & Tires		
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
192WB	192" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> <i>- SYNC 4 Communication & Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.</i>	Included
96V	XL Chrome Package <i>Includes:</i> <i>- Chrome Front Bumper</i> <i>- Bright Grille</i> <i>- Privacy Glass w/Power Sliding Rear Glass</i> <i>- Rear Window Defroster</i> <i>- Remote Start</i> <i>- Halogen Fog Lamps</i>	\$225.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply: see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>	\$250.00
535	High Capacity Trailer Tow Package <i>Includes trailer brake wiring kit, increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>	\$580.00
41H	Engine Block Heater	\$190.00

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As Configured Vehicle (cont'd)

Code	Description	MSRP
41P	Transfer Case Skid Plates	\$100.00
86M	Dual 68 AH/65 AGM Battery	Included
67B	410 Amp Dual Alternators <small>Includes 250 Amp + 160 Amp.</small>	Included
18B	Platform Running Boards	\$445.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
872	Rear View Camera & Prep Kit <small>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</small>	\$415.00
52B	Trailer Brake Controller	\$300.00
52S	Interior Work Surface	\$140.00
41A	Rapid-Heat Supplemental Cab Heater <small>Includes: - 410 Amp Dual Alternators Includes 250 Amp + 160 Amp.</small>	\$250.00
43C	120V/400W Outlet <small>Includes 1 in-dash mounted outlet.</small>	\$175.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <small>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</small>	N/C
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Prepared for:

PASSAIC VALLEY WATER COMMISSION

Prepared by: Joseph Green

02/28/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 520 | Quote ID: NJCPAPVW04

As Configured Vehicle (cont'd)		
Code	Description	MSRP
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
UPFIT	UPFIT TO BE INSTALLED:	\$40,985.00

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As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>KNAPHEIDE 9' LANDSCAPER BODY</p> <p>*OUTSIDE DIMENSIONS ARE: 9' LONG, 94" WIDE (INSIDE WIDTH 90")</p> <p>*10GA. STEEL FLOOR</p> <p>*14GA. STEEL SIDE CONSTRUCTION 40" HIGH</p> <p>*RECESSED SHOCK RESISTANT RUBBER MOUNTED LIGHTING</p> <p>*50" WIDE SIDE DOOR AT FRONT CORNER ON RIGHT SIDE OF BODY</p> <p>*STEP AND GRAB HANDLE FOR ACCESS TO SIDE DOOR</p> <p>*EASY ACCESS TO ALL DOOR HANDLES FROM GROUND LEVEL</p> <p>*40" BARN DOORS IN REAR, TOP MESH, BOTTOM SOLID</p> <p>*BACK UP ALARM</p> <p>*INSTALLED AND PAINTED WHITE TO MATCH CAB</p> <p>KNAP PACK 94 X 24 X 63</p> <p>*OVERALL WIDTH: 94"</p> <p>*COMPARTMENT HEIGHT: 63"</p> <p>*COMPARTMENT WIDTH: 24"</p> <p>*COMPARTMENT DEPTH: 14"</p> <p>*FLOOR WIDTH: 54"</p> <p>*BODY SHELL: 14 Ga. Galvanneal STEEL</p> <p>*INSTALLED AND PAINTED WHITE TO MATCH BODY</p> <p>RUGBY MODEL SR-4016ED DOUBLE ACTING ELECTRIC/HYDRAULIC HOIST</p> <p>*CONTROLLER WILL BE LOOSE IN CAB WITH 2' LEAD</p> <p>*CLASS 40 HOIST, 5.5" BORE, 16" STROKE, 2" DIAMETER ROD</p> <p>*10.6T CAPACITY 9' BODY</p> <p>*POWER UNIT CABLE FOR HOIST</p> <p>FULL PLATE COMBO HITCH WITH 2 5/16" BALL AND ICC BUMPER 10 TON CAPACITY PLUG, 7 PRONG FLAT TRAILER</p> <p>DONOVAN 5000XGL SEMI AUTOMATIC TARP SYSTEM</p> <p>*GROUND LEVEL CRANK</p> <p>*CHAIN GUARD</p> <p>*UNDER BODY SPRING DESIGN</p> <p>*14' TARP</p> <p>(2) 4.5" AMBER LED STROBES IN FRONT GRILL</p> <p>(2) BUYERS 6.5" OVAL AMBER LED STROBES IN BOXES AT THE REAR OF BODY</p> <p>(2) BUYERS LED WORK LIGHTS INSTALLED. LOCATION TBD</p> <p>AIMS 3000 WATT PURE SINE WAVE POWER INVERTER MOUNTED IN UNDERBODY BOX</p> <p>*3000 watts continuous power, 6000 watts peak power</p> <p>*115 volt AC three-prong outlets</p> <p>*GFCI Red Fault LED Indicator</p> <p>*GFCI Reset Pushbutton</p> <p>*Bicolor Power/Fault LED Indicator</p> <p>*ON/OFF Switch</p> <p>*DC Input Voltage Indicator</p> <p>*2 Batteries and battery boxes</p> <p>*Cole Hersee smart isolator and fuses</p> <p>36" X 18" X 18" ALUMINUM UNDERBODY TOOLBOX MOUNTED ON THE CURB SIDE OF TRUCK</p> <p>ADDITIONAL GFCI OUTLET 120VAC</p> <p>LOCATION ONE EACH SIDE OF THE BODY AT THE REAR</p> <p>WIRED TO AN ILLUMINATED ON/OFF SWITCH MOUNTED ON THE DASH</p> <p>**NOTE MAX NUMBER OF OUTLETS ALLOWED IS 2 BEFORE A BREAKER BOX IS REQUIRED**</p> <p>ZEIBART UNDERCOATING</p>	
SUBTOTAL		\$117,775.00
Destination Charge		\$1,995.00
TOTAL		\$119,770.00

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/28/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2025 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 520 | Quote ID: NJCPAPVW04

As Configured Vehicle (cont'd)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Pricing Summary - Single Vehicle

			MSRP
Vehicle Pricing			
Base Vehicle Price			\$61,305.00
Options			\$15,485.00
Colors			\$0.00
Upfitting			\$40,985.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,995.00
Subtotal			\$119,770.00
Pre-Tax Adjustments			
Code	Description		MSRP
NJCPADISC	NJCPA BID #BC-BID-24-06 CO-OP #CK04 - FACTORY ORDER BASE DISCOUNT (6%)		-\$3,798.00
NJCPADISC	NJCPA BID #BC-BID-24-06 CO-OP #CK04 - FACTORY ORDER OPTIONS DISCOUNT (6%)		-\$929.10
Subtotal			\$115,042.90
Post-Tax Adjustments			
Code	Description		MSRP
DELIVERY	DELIVERY TO PASSAIC COUNTY (OPTIONAL)		\$325.00
Subtotal			\$115,367.90
Total			\$115,367.90

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **All American Ford of Paramus Under
New Jersey Cooperative Purchasing Alliance
Bid 24-06, Co-Op # CK04**

Amount of Project or Contract: \$115,367.90

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

Other comments: Single Purchase Under NJ Cooperative Purchasing Alliance
Bid 24-06, Co-Op #CK04
One (1) 2025 Ford F-550 Rack Truck

Date of Certification: March 26, 2025

Certified: \$115,367.90

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-049

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) 2025 FORD F-550 AERIAL TRUCK UNDER THE
NEW JERSEY COOPERATIVE PURCHASING ALLIANCE
BID # 24-06, CO-OP #CK04**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission needs to procure one (1) 2025 Ford F-550 Aerial Truck to replace the Aerial Truck currently being used by the Maintenance Department, which is in disrepair and at the end of its useful life; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance, Bid #24-06, CO-OP #CK-04, (the "Cooperative") shall be used for the procurement of said Aerial Truck; 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 All American Ford of Paramus of Paramus, New Jersey (the "Awardee") under the Cooperative, with the cost of the truck being \$144,868.60; a copy of the quotation number NJCPAPVW02 for the 2025 Ford F-550 Aerial Truck 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 Aerial Truck 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

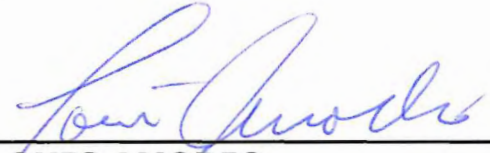


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Prepared for: , PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE
CLIFTON, NJ 07011
Office: 973-340-4300
End User FIN Code: QR865

Replace Truck #89

Aerial

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)
Price Level: 520



Client Proposal

Prepared by:
Joseph Green
Office: 201-525-2590
Email: JGreen@allamericanford.net
Quote ID: NJCPAPVW02
Date: 02/25/2025



All American Ford of Paramus | 375 Route 17, Paramus, New Jersey, 076522905
Office: 201-262-4900 | Fax: 201-262-4507

Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/25/2025



All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520 | Quote ID: NJCPAPVW02

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Pricing Summary - Single Vehicle	20



Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
 - Fifth-wheel towing capacity: 29,700 lbs.
 - Front brake diameter: 15.4"
 - Vehicle body length: 254.8"
 - Vehicle body height: 82.4"
 - Vehicle turning radius: 24.2'
 - Rear track: 74.0"
 - Rear tire outside width: 93.9"
 - Frame section modulus: 12.7 cu.in.
 - Frame rail width: 34.2"
 - Front bumper to back of cab: 123.7"
 - Max interior rear cargo volume: 11.6 cu.ft.
 - Headroom first-row: 40.8"
 - Shoulder room first-row: 66.7"
- GCWR: 39,000 lbs.
 - Gooseneck towing capacity: 29,900 lbs.
 - Rear brake diameter: 15.8"
 - Vehicle body width: 80.0"
 - Wheelbase: 169.0"
 - Front track: 74.8"
 - Cab to axle: 84.0"
 - Axle to end of frame: 47.2"
 - Frame yield strength (psi): 50000.0
 - Front bumper to front axle: 38.3"
 - Interior rear cargo volume: 11.6 cu.ft.
 - Total passenger volume: 64.6 cu.ft.
 - Leg room first-row: 43.9"
 - Hip room first-row: 62.5"

Powertrain

- Compression Ignition system
 - Engine cylinders: V-8
 - Torque: 950 lb.-ft.@1800 RPM
 - Radiator
 - Auxiliary power take-off
 - Part-time 4WD
 - Recommended fuel: diesel
 - Electronic transfer case shift
 - Auto locking hub control
- Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP
 - Horsepower: 330 HP@2200 RPM
 - Engine block heater
 - Engine retarder system
 - 10-speed automatic
 - Four-wheel drive
 - Driveline managed traction control
 - Mechanical limited slip differential

Fuel Economy and Emissions

- Diesel secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
 - Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
 - 4-wheel antilock (ABS) brakes
 - Brake assist system
- Front and rear ventilated disc brakes
 - Four channel ABS brakes
 - Hill Start Assist

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Selected Equip & Specs (cont'd)

- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front anti-roll bar
- Rigid axle rear suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 2 doors
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille with chrome accents
- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6-inch front and dual rear argent steel wheels
- Running boards
- Clearcoat paint
- Black fender flares
- Black door handles
- Chrome front bumper
- Body-coloured front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- FordPass Connect smart device and keyfob vehicle start control
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND In IP

Comfort

- Manual climate control
- Supplemental In-cabin heater
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 3
- 40-20-40 split-bench front seat

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Selected Equip & Specs (cont'd)

- Driver seat with 4-way directional controls
 - Height adjustable front seat head restraints
 - Split-bench front seat
 - Front seat armrest storage
 - Manual driver seat fore/aft control
 - Manual passenger seat fore/aft control
 - Vinyl front seat upholstery
- Front passenger seat with 4-way directional controls
 - Manual front seat head restraint control
 - Front seat center armrest
 - Manual reclining driver seat
 - Manual reclining passenger seat
 - Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
 - Primary touchscreen display
 - AM/FM
 - AM radio
 - Seek scan
 - Standard grade speakers
 - Steering wheel mounted audio controls
 - Speed sensitive volume
 - Fixed audio antenna
- 8 inch primary display
 - AM/FM stereo radio
 - In-vehicle audio
 - FM radio
 - SYNC 4 external memory control
 - Speakers number: 4
 - SYNC 4 voice activated audio controls
 - Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
 - Trip odometer
 - Compass
 - Driver information center
 - Engine/electric motor temperature gauge
 - Transmission fluid temperature gauge
 - Diesel exhaust fluid (def) gauge
 - Light tinted windows
 - Halogen headlights
 - Multiple enclosed headlights
 - DRL preference setting
 - Illuminated entry
 - Variable instrument panel light
 - Cab clearance lights
 - Remote activated perimeter approach lighting
 - Fade interior courtesy lights
- Configurable instrumentation gauges
 - In-radio display clock
 - Exterior temperature display
 - Tachometer
 - Turbo/supercharger boost gauge
 - Engine hour meter
 - Gauge cluster display size (inches): 4.20
 - Reflector headlights
 - Autolamp auto on/off headlight control
 - Delay-off headlights
 - Variable intermittent front windshield wipers
 - Front reading lights
 - Daytime running lights
 - High mounted center stop light
 - Front fog lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
 - Smart device wireless mirroring
- SYNC 4 handsfree wireless device connectivity
 - FordPass App mobile app access

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520 | Quote ID: NJCPAPVW02

Selected Equip & Specs (cont'd)

- FordPass Connect 5G mobile hotspot internet access
- 2 USB ports

Safety and Security

- Driver front impact airbag
 - Safety Canopy System curtain first-row overhead airbags
 - Seat mounted side impact front passenger airbag
 - Front height adjustable seatbelts
 - Ford Security Package (1-year included with activation) security system
 - Lane Departure Warning
 - Rear mounted camera
- Seat mounted side impact driver airbag
 - Cancellable front passenger air bag
 - 6 airbags
 - SecuriLock immobilizer
 - Remote panic alarm
 - Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights

• Curb weight	7,686 lbs.	• Rear curb weight	3,063 lbs.
• GVWR	19,550 lbs.	• Payload	11,660 lbs.

Trailer Weights

• Fifth-wheel towing capacity	29,700 lbs.	• Gooseneck towing capacity	29,900 lbs.
Conventional capacity	18,500 lbs.	• GCWR	39,000 lbs.

Front Weights

• Front curb weight	4,623 lbs.	• GAWR front	7,000 lbs.
Axle capacity front	7,000 lbs.	• Spring rating front	7,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

• GAWR rear	14,706 lbs.	• Axle capacity rear	14,706 lbs.
• Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"
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Exterior Measurements

Vehicle body length	254.8"	Vehicle body width	80.0"
Vehicle body height	82.4"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.5"
Front track	74.8"	Rear track	74.0"

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Selected Equip & Specs (cont'd)

Vehicle turning radius	24.2"	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		
Interior Measurements			
Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
Interior Volume			
Total passenger volume	64.6 cu.ft.		
Headroom			
Headroom first-row	40.8"		
Legroom			
Leg room first-row	43.9"		
Shoulder Room			
Shoulder room first-row	66.7"		
Hip Room			
Hip room first-row	62.5"		
Powertrain			
Engine			
• Engine	Powerstroke 6.7L V-8 diesel direct Injection, DEVCT intercooled turbo, diesel, engine with 330HP	• Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
• Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head
Engine Specs			
• Displacement	6.7L	• cc	405.9 cu.in.
• Bore	3.9"	• Stroke	4.25"
• Compression ratio	15.2	SAEJ1349	AUG2004 compliant
Engine Power			
• Horsepower	330 HP@2200 RPM	• Torque	950 lb.-ft.@1800 RPM
Alternator			
• Alternator amps	250A	• Alternator type	Dual alternator
• Alternator rating	160A		

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Prepared for:
PASSAIC VALLEY WATER COMMISSION
Prepared by: Joseph Green
02/25/2025

All American Ford of Paramus | 375 Route 17 Paramus New Jersey | 076522905



2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520 | Quote ID: NJCPAPVW02

Selected Equip & Specs (cont'd)

Battery

Battery amps	68Ah	* Battery type	Dual lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

* Block heater	Engine block heater	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off	* Engine retarder	Engine retarder system

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
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Drivetrain

* Axle ratio	4.3
--------------	-----

Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

* Fuel type	diesel
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Fuel Tank

* DEF capacity	7.20 gal.	Fuel tank capacity	40.00 gal.
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Drive Feature

* Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Provisions

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Selected Equip & Specs (cont'd)

• Provisions

Snow plow provisions

Fuel Economy and Emissions

Fuel Economy	
• Secondary fuel type	Diesel secondary fuel type
Emissions	
Emissions	Federal emissions

Suspension and Handling

Suspension			
Suspension	Firm ride suspension	Front shock absorbers absorbers	Heavy-duty front shock absorbers
Rear shock absorbers absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes			
Brake type	4-wheel disc brakes	Ventilated brakes brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes
Brake Assistance			
Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
Front Suspension			
Front anti-roll	Front anti-roll bar	Suspension ride type front Mono-beam rigid axle front suspension	
Front Spring			
• HD front springs	Heavy-duty front springs	Springs front	Front coil springs
Rear Spring			
Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs
Rear Suspension			
Rear anti-roll	Rear anti-roll bar	Suspension type rear	Leaf spring rear suspension
• Suspension ride type rear suspension	Rigid axle rear		
Steering			
Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels system	2-wheel steering system		

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Selected Equip & Specs (cont'd)

Exterior

Front Wheels			
Front wheels diameter	19.5"	Front wheels width	6"
Rear Wheels			
Rear wheels diameter	19.5"	Rear wheels width	6"
Front And Rear Wheels			
Appearance	argent	Material	steel
Front Tires			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Front wheel - RPM	647
Rear Tires			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Rear wheel - RPM	645

Body Exterior

<i>Trailerling</i>			
Towing wiring harness	Trailer wiring harness	• Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		
<i>Exterior Features</i>			
Number of doors	2 doors	• Running boards	Running boards
• Skid plate	1 underbody skid plate	Front splash guards	Front splash guards
• License plate front bracket	Front license plate bracket		
<i>Body</i>			
Body panels	Aluminum body panels with side impact beams		
<i>Mirrors</i>			
Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
<i>Tires</i>			
Front tires LT load rating	G	Rear tires LT load rating	G

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Selected Equip & Specs (cont'd)

Wheels

Dual rear wheelsDual rear wheels

Convenience

Door Locks

Door locksPower door locks with 2 stage unlockingKeyfob door locksKeyfob activated door locks
All-in-one keyAll-in-one remote fob and ignition keyAuto door locksAuto-locking doors

Cruise Control

Cruise controlCruise control with steering wheel mounted controls

Key Fob Controls

• Fob remote vehicle controlsFordPass Connect smart device and keyfob vehicle start control

Rear View Mirror

Day/Night rearview mirrorDay/Night rearview mirror

Exterior Mirrors

Door mirrorsPower door mirrorsFolding door mirrorsManual folding door mirrors
Heated door mirrorsHeated driver and passenger side door mirrors

Front Side Windows

First-row windowsPower first-row windows

Overhead Console

Overhead consoleFull overhead consoleOverhead console storageOverhead console storage

Passenger Visor

Visor passenger mirrorPassenger visor mirror

Power Outlets

12V power outlets2 12V power outlets* 120V AC power outlets1 120V AC power outlet

Rear Windshield

Rear windshieldFixed rear windshield

Storage

Number of beverage holders6 beverage holdersBeverage holdersFront beverage holders
Glove boxIlluminated locking glove boxIlluminated glove boxIlluminated glove box
Instrument panel storageInstrument panel coveredDashboard storageDashboard storage
bin

Windows Feature

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Selected Equip & Specs (cont'd)

One-touch up window touch up windows	Driver and passenger one-touch up windows	One-touch down window touch down windows	Driver and passenger one-touch down windows
Miscellaneous			
Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		
Comfort			
Climate Control			
Climate control	Manual climate control	Cabin air filter	Cabin air filter
Supplemental in-cabin heater	Supplemental in-cabin heater		
Headliner			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
Floor Trim			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
Steering Wheel			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic wheel	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		
Seats and Trim			
Seat Capacity			
Seating capacity	3		
Front Seats			
Front seat type	Split-bench front seat	Driver seat direction controls	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction	Front passenger seat with 4-way directional controls
Split front seats	40-20-40 split-bench front seat	Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Armrests front center	Front seat center armrest
Armrests front storage	Front seat armrest storage	Reclining driver seat	Manual reclining driver seat
Lumbar Seats			
Driver lumbar	Manual driver seat lumbar		

Selected Equip & Specs (cont'd)

Gauge cluster display size (inches)4.20		Engine hour meter	Engine hour meter
• DEF fluid gauge Diesel exhaust fluid (def) gauge			
Instrumentation Warnings			
Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	• Low diesel exhaust fluid (DEF) warningLow diesel exhaust fluid (DEF) warning	
Glass			
Tinted windows	Light tinted windows		
Headlights			
Headlights	Halogen headlights	Headlight type	Reflector headlights
Auto headlightsAutolamp auto on/off headlight control		Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting
Front Windshield			
Wipers	Variable intermittent front windshield wipers		
Interior Lighting			
Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		
Lights			
Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
• Fog lights	Front fog lights	Clearance lights	Cab clearance lights
• High mount stop light	High mounted center stop light	Perimeter approach lighting	Remote activated perimeter approach lighting
Technology and Telematics			
Connectivity			
Handsfree	SYNC 4 handsfree wireless device connectivity	Smart device integration	Smart device wireless mirroring
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device			
Internet Access			
Internet access FordPass Connect 5G mobile hotspot internet access			
USB Ports			

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Selected Equip & Specs (cont'd)

USB ports

2 USB ports

Safety and Security

Airbags			
Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Cancellable front passenger air bag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags Safety Canopy System curtain first-row overhead airbags	
Seatbelts			
Height adjustable seatbelts	Front height adjustable seatbelts		
Security System			
Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Ford Security Package (1-year included with activation) security system		
Active Driving Assistance			
Lane departure	Lane Departure Warning	Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
Cameras			
• Rear camera	Rear mounted camera		

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As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F5H	Base Vehicle Price (F5H)	\$59,420.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40.20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Ford is restricting sales of 6.7L diesel (99T) with payload plus upgrade package 2 (68H) to customers for registration outside of California. Additionally, Ford is restricting sales of 6.7L diesel (99T) with payload plus upgrade package 1 (68M) to customers for registration in California only. <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 68 AH/65 AGM Battery	\$10,495.00
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
68H	GVWR: 19,550 lb Payload Plus Upgrade Package 2 Late availability. Ford is restricting sales of this option on 6.7L diesel (99T) to customers for registration outside of California. <i>Includes upgraded frame, upgraded rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00

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As Configured Vehicle (cont'd)

Code	Description	MSRP
Wheels & Tires		
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
96V	Includes: - SYNC 4 Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port. XL Chrome Package <i>Includes: - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps</i>	\$225.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>	\$250.00
535	High Capacity Trailer Tow Package <i>Includes trailer brake wiring kit. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>	\$580.00
41H	Engine Block Heater	\$190.00
41P	Transfer Case Skid Plates	\$100.00

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As Configured Vehicle (cont'd)

Code	Description	MSRP
61J	6-Ton Hydraulic Jack	\$55.00
86M	Dual 68 AH/65 AGM Battery	Included
67B	410 Amp Dual Alternators <small>Includes 250 Amp + 160 Amp.</small>	Included
18B	Platform Running Boards	\$320.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
872	Rear View Camera & Prep Kit <small>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</small>	\$415.00
52B	Trailer Brake Controller	\$300.00
41A	Rapid-Heat Supplemental Cab Heater <small>Includes: - 410 Amp Dual Alternators Includes 250 Amp + 160 Amp.</small>	\$250.00
43C	120V/400W Outlet <small>Includes 1 in-dash mounted outlet.</small>	\$175.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <small>Ford is increasing the 5-year 50,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</small>	N/C
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Emissions

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As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Upfit Options		
UPFIT	UPFIT TO BE INSTALLED: KNAPEIDE SERVICE BODY MODEL 6132D54 * FORD CHASSIS 84" C.A. * 11' BODY * 94" WIDE * COMPARTMENT DEPTH 20" * WHEEL BOX DELETE * AUTOMOTIVE QUALITY, PADDLE ACTIVATED, ROTARY LATCHES * LED SURFACE MOUNT S/T/T AND BACK UP LIGHTS * INSTALLED AND PAINTED WHITE TO MATCH CAB (SINGLE STAGE PAINT ONLY) INCLUDED: AERIAL CUTOUT - 94" X 24" MODULAR TAILSHELF WITH SIDE ACCESS DOORS AND LIGHT HOLES - BACK UP ALARM 97DB - (2) CABLE STEPS UNDER REAR BUMPER ON SERVICE BODY - (2) GRAB HANDLES AT THE REAR OF SERVICE BODY - SPRAY THE TOPS, FLOOR, SIDE WALLS AND INSIDE OF TAILGATE OF SERVICE BODY WITH DEJANA SPRAY IN LINER UTEM AERIAL UTEM UTLI35B Insulated, Full-Pressure, Telescopic Aerial Device Truck Mount Pedestal Turret, Stowed Height of 10 ft. 1 in. (3.07m) Fiberglass Boom with Hydraulic Leveling Side Mount Channel Platform Support Individual Lever Upper Controls (For Side Mount Platform) "HM" Hydraulics Manual 5-Spool Control Valve 540 Degree Non-Continuous Rotation 2017 & Later Ford Chassis Pedestal Mount (Without Outriggers) 350lb. (159kg) Platform Capacity 24x24x42 Fiberglass Basket W/ Left Hand Walk Thru & Door Emergency Lowering with "HM" Hydraulics Hydraulic Tool Circuit with Individual Lever Controls for Side Mount Manual Two-Speed Throttle (Signal Only) UTEM White Powder Coat Electrical Certification to 46kV and Below For Category D DELIVERY TO DEALERSHIP	\$72,455.00
SUBTOTAL		\$147,150.00
Destination Charge		\$1,995.00
TOTAL		\$149,145.00

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Pricing Summary - Single Vehicle

			MSRP
Vehicle Pricing			
Base Vehicle Price			\$59,420.00
Options			\$15,275.00
Colors			\$0.00
Upfitting			\$72,455.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,995.00
Subtotal			\$149,145.00
Pre-Tax Adjustments			
Code	Description	MSRP	
NJCPADISC	NJCPA BID # BC-BID-24-06 / CO-OP # CK04 - FACTORY ORDER BASE DISCOUNT (6%)	-\$3,684.90	
NJCPADISC	NJCPA BID # BC-BID-24-06 / CO-OP # CK04 - FACTORY ORDER OPTIONS DISCOUNT (6%)	-\$916.50	
Subtotal			\$144,543.60
Post-Tax Adjustments			
Code	Description	MSRP	
DELIVERY	DELIVERY TO PASSAIC COUNTY (OPTIONAL)	\$325.00	
Subtotal			\$144,868.60
Total			\$144,868.60

Customer Signature

Acceptance Date

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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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **All American Ford of Paramus Under
New Jersey Cooperative Purchasing Alliance
Bid 24-06, Co-Op # CK04**

Amount of Project or Contract: \$144,868.60

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

Other comments: Single Purchase Under NJ Cooperative Purchasing Alliance
Bid 24-06, Co-Op #CK04
One (1) 2025 Ford F-550 Aerial Truck

Date of Certification: March 26, 2025

Certified: \$144,868.60

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-050

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD CONTRACT NO. 25-PE-03 ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR IMPLEMENTING A WATER MAIN REPLACEMENT PROGRAM AND ASSISTING COMMISSION WITH OBTAINING I-BANK FUNDING FOR CAPITAL PROJECTS"

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 25-PE-03 entitled "Professional Engineering Services for Implementing a Water Main Replacement Program and Assisting Commission with Obtaining I-Bank Funding for Capital Projects" (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 providing professional engineering services for Finalizing design and bidding documents and obtain SRF funding for 2025 and 2026 Meter Replacement Contracts; and provide condition assessment support, and Survey and design for critical 2025 projects on an as-needed basis; and Survey and design water main replacement in Beech Street Area of North Arlington; and Assist PVWC with obtaining I-Bank funding for Capital Projects, and assist with the Lodi System valuation; and

WHEREAS, said Contract is the continuation of on-going work required to complete said projects; and

WHEREAS, the firm of Suburban Consulting Engineers, Inc. of Flanders, 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 \$800,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

WHEREAS, 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
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

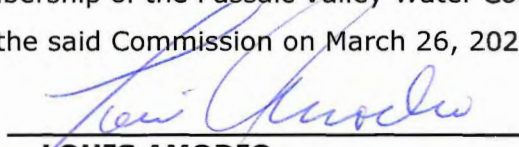


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PE-03** entitled **Professional Engineering Services for Implementing a Water Main Replacement Program and Assisting Commission with Obtaining I-Bank Funding for Capital Projects** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and

employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$800,000.00**.

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.

PROFESSIONAL FIRM

Witness or Attest

Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

10/1/2018

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CERTIFICATION OF AVAILABILITY OF FUNDS

Description of Project or Contract: Project No. 25-PE-03
 “Professional Engineering Services for
 Implementing a Water Main Replacement Program
 and Assisting Commission with Obtaining I-Bank
 Funding for Capital Projects”
 Suburban Consulting Engineers, Inc.

1. Acct: # 001-0901-419.95-14
CAPITAL / WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
BUDGET- 2025

Date of Certification: February 26, 2025 Amount Certified: \$800,000.00

YW:lb

RESOLUTION NO. 25-051

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-PE-06 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR IMPLEMENTING A WATER MAIN REPLACEMENT
PROGRAM FOR CLIFTON"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 25-PE-06 entitled "Professional Engineering Services for Implementing a Water Main Replacement Program for Clifton" (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 providing professional engineering services for Survey and Design Water Main Replacements in Clifton, including Piaget from Paulison to Main and Paulison from Piaget to Lincoln; and

WHEREAS, said Contract is the continuation of on-going work required to complete said projects; and

WHEREAS, the firm of HDR, Inc. of Woodcliff Lake, 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 \$700,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

WHEREAS, 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.

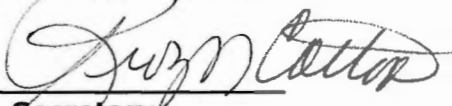
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

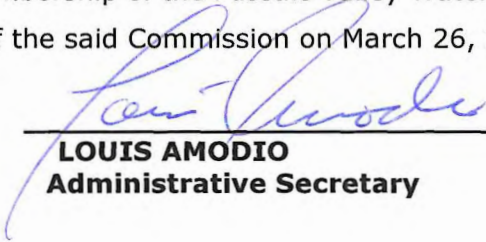


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PE-06** entitled **Professional Engineering Services for Implementing a Water Main Replacement Program for Clifton** (hereinafter the "PROJECT"); and

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

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

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

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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.

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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.

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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.

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

10/1/2018

10/1/2018

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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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Project No. 25-PE-06
"Professional Engineering Services for
Implementing a Water Main Replacement Program
for Clifton"
HDR, Inc.

Project No. 25-PE-06
Not to Exceed \$700,000.00

1. Acct: # 001-0901-419.95-14
CAPITAL / WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL- 2025

Other comments: Professional Service – One Year

Date of Certification: February 26, 2025

Amount Certified: \$700,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-052

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-PE-07 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR IMPLEMENTING A WATER MAIN REPLACEMENT
PROGRAM FOR PASSAIC"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 25-PE-07 entitled "Professional Engineering Services for Implementing a Water Main Replacement Program for Passaic" (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 providing professional engineering services for Survey and Design Water Main Replacements in Passaic, including Harrison from Main to Parker and Sherman from Parker to Dayton; and

WHEREAS, said Contract is the continuation of on-going work required to complete said projects; and

WHEREAS, the firm of HDR, Inc. of Woodcliff Lake, 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 \$200,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

WHEREAS, 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.

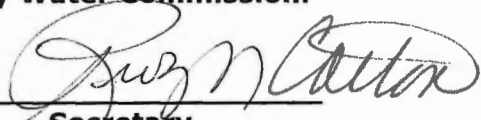
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

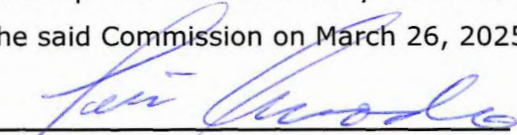


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PE-07** entitled **Professional Engineering Services for Implementing a Water Main Replacement Program for Passaic** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and

employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$200,000.00**.

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.

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PROFESSIONAL FIRM

Witness or Attest

Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 25-PE-07
 "Professional Engineering Services for
 Implementing a Water Main Replacement Program
 for Passaic"
 HDR, Inc.

Project No. 25-PE-07
Not to Exceed \$200,000.00

- 1. Acct: # 00I-0901-419.95-14
 CAPITAL / WATER MAIN IMPROVEMENTS
- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL— 2025

Other comments: Professional Service— One Year

Date of Certification: February 26, 2025 Amount Certified: \$200,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-053

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 25-PT-02 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR PILOTING PFAS TREATMENT"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 25-PT-02, "Professional Engineering Services for Piloting PFAS Treatment" (hereinafter the "Project"); and

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

WHEREAS, the firm of Cornwell Engineering Group, of Newport News, Virginia (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 \$540,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the continuation and completion of the Commission's PFAS Pilot Program at the LFWTP for testing various media for the removal of PFAS until second quarter of 2026; 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

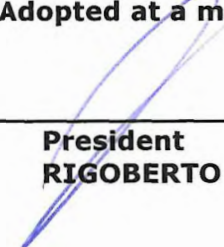
PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

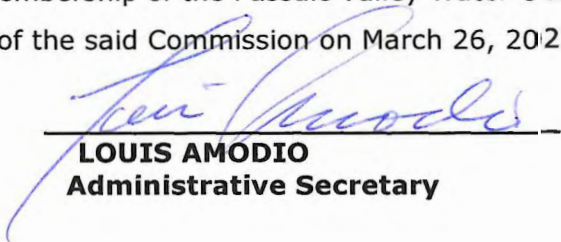


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

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

related to **Project Number 25-PT-02** entitled **Professional Engineering Services for Piloting PFAS Treatment** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$540,000.00**.

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.

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 25-PT-02
 "Professional Engineering Services for Piloting
 PFAS Treatment"
 Cornwell Engineering Group

Project No. 25-PT-02
Not to Exceed \$540,000.00

- 1. Acct: # 001-0901-419.95-50
 CAPITAL/PFAS
- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL– 2025

Other comments: Professional Service – One Year

Date of Certification: February 26, 2025 Amount Certified: \$540,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-054

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 25-PT-03 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR CORROSION CONTROL, MICROBIOLOGICAL
TREATMENT"**

DATE OF ADOPTION: MARCH 26, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 25-PT-03, "Professional Engineering Services for Corrosion Control, Microbiological Treatment" (hereinafter the "Project"); and

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

WHEREAS, the firm of Cornwell Engineering Group, of Newport News, Virginia (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 \$75,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used to develop a Reservoir Sampling Monitoring Plan for the Commission's open finished drinking water reservoirs and provide on-call services which include evaluation and optimization of disinfection and corrosion inhibitor dosages throughout the Commission's distribution system; 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.

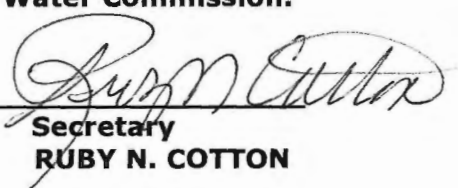
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ



Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to **Project Number 25-PT-03** entitled **Professional Engineering Services for Corrosion Control and Microbiological Treatment** (hereinafter the "PROJECT"); and

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

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

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

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$75,000.00**.

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.

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 25-PT-03
 “Professional Engineering Services for
 Corrosion Control, Microbiological Treatment”
 Cornwell Engineering Group

Project No. 25-PT-03
Not to Exceed \$75,000.00

- 1. Acct: # 001-0301-413.31-01
 Professional Services / Engineering
- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL– 2025

Other comments: Professional Service – One Year

Date of Certification: February 26, 2025 Amount Certified: \$75,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-055

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING PVWC TO
RE-BID CONTRACT #25-B-03
ENTITLED "WATER METER READING AND RELATED SERVICES"**

DATE OF ADOPTION: MARCH 26, 2025

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: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, on March 11, 2025, no bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-03 entitled "Water Meter Reading and Related Services"; and

WHEREAS, is desirous of soliciting these services that are necessary to the operations of the Clifton Distribution Department and the PVWC Billing Department; and

WHEREAS, the Local Public Contracts Law provides for the PVWC to re-bid this contract; and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained authority to authorize the Buyer to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Executive Director, Chief Financial Officer, Director of Engineering, and Director of Purchasing (and PVWC's General Counsel as to form and legality) and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

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

- 1. That no bids were received by PVWC on March 11, 2025, with respect to the Contract; and
- 2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 25-B-03 "Water Meter Reading and Related Services" in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

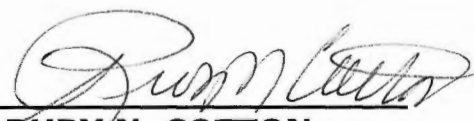
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSA LIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

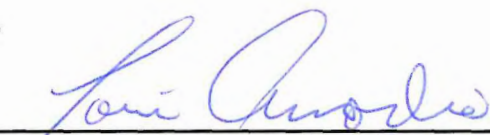


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 26, 2025.



LOUIS AMODIO
Administrative Secretary