

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

MEETING MINUTES

JULY 20, 2017

The Regular Meeting of The Southeast Morris County Municipal Utilities Authority (the "Authority") was held on Thursday, July 20, 2017, at 7:00 PM prevailing time in the Board Room at the offices of the Authority at 19 Saddle Road, Cedar Knolls, New Jersey.

The Chairman called the meeting to order at 7:00 PM and read the attached statement of Public Notice (Sunshine Law) and caused same to be entered into the minutes of the meeting.

ROLL CALL

PRESENT: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

ABSENT: Member Conradi

Also present at the meeting were the following Authority staff: Laura Cummings, Executive Director/Chief Engineer; Charles Maggio, Manager of Finance; Alexis Bozza, Administrative Assistant; and General Counsel to the Authority, Sidney D. Weiss, Esq.

MOTION APPROVING MINUTES OF JUNE 22, 2017

Copies of the minutes of the meeting held on June 22, 2017, were distributed to the members prior to the meeting for review and comment. Member Johnson moved that the minutes be adopted. Member Dougherty abstained. Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

ABSTAINS: Member Dougherty

RESOLUTION APPROVING CLOSED SESSION MINUTES OF JUNE 22, 2017

Copies of the closed session minutes of the meeting held on June 22, 2017, were distributed to the members prior to the meeting for review and comment. Member Rotando moved to approve the closed session minutes and offered the following resolution:

RESOLUTION NO. 67-17

RESOLUTION APPROVING CLOSED SESSION MINUTES OF JUNE 22, 2017

“COPY ANNEXED”

Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

ABSTAINS: Member Dougherty

RESOLUTION – APPROVAL OF JULY 2017 LIST OF BILLS

Copies of the bill list for July 2017 were distributed to the members prior to the meeting for comment and approval. Member Baldassari moved to approve the list of bills and offered the following resolution:

RESOLUTION NO. 68-17

RESOLUTION AUTHORIZING PAYMENT OF LIST OF BILLS FOR JULY 2017

“COPY ANNEXED”

Member Johnson seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

COMMUNICATIONS

1. Copy of draft comment letter to the State of New Jersey Department of Environmental Protection Agency on its draft Water Supply Plan.

OTHER BUSINESS

- A. Resolution Awarding Contract for Water Main Repair On-Call

The Board reviewed a memorandum from the Superintendent dated June 16, 2017 stating that the Authority had advertised and received bids, pursuant to a fair and open process, for a contract entitled Water Main Repair On-Call, on June 7, 2017. Two (2) bids were received out

of the six (6) companies who obtained bid packages. Per the memorandum, Reivax Contracting Corporation had been determined to be the lowest qualified bidder. The total amount of the contract will not exceed \$50,000 and will cover a one year period with options for renewal after the first year as permitted by the Local Public Contracts Law. The Treasurer certified that there are sufficient funds available in the 2017 Budget for the portion to be expended in 2017; portions to be expended in 2018 are subject to funds being available in the 2018 Budget. Member Dougherty offered the following resolution:

RESOLUTION NO. 69-17

RESOLUTION AWARDING CONTRACT FOR WATER MAIN REPAIR ON-CALL

“COPY ANNEXED”

Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

- B. Resolution Awarding Contract with John Garcia Construction Company for Services for Heavy Equipment Rental, Heavy Equipment Operators and Laborers

The Authority has a need for services for heavy equipment rental, heavy equipment operators and laborers. The Board reviewed a memorandum from the Superintendent dated July 13, 2017. Requests for proposals were submitted to eight (8) companies, where three (3) submitted proposals which were received on July 7, 2017. John Garcia Construction Company (“Garcia”) submitted the lowest cost proposal for the providing of such services at a maximum amount of \$20,000. The contract is being approved without public bidding as being less than the bidding threshold of \$40,000 provided in the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). The Treasurer has certified that there are sufficient funds available in the 2017 Budget for the portion to be expended in 2017; portions to be expended in 2018 are subject to funds being available in the 2018 Budget. Member Rotando offered the following resolution:

RESOLUTION NO. 70-17

RESOLUTION AWARDING CONTRACT WITH JOHN GARCIA CONSTRUCTION COMPANY FOR SERVICES FOR HEAVY EQUIPMENT RENTAL, HEAVY EQUIPMENT OPERATORS AND LABORERS

“COPY ANNEXED”

Member Dougherty seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

C. Resolution Approving Biller Agreement with InvoiceCloud™

The Board reviewed a memorandum from the Manager of Finance dated July 18, 2017. The Authority currently utilizes a web-based customer payment platform with the MyGovHub platform. InvoiceCloud™ offers similar web-based customer payment platform which provides enhanced customer service beyond the capabilities of the MyGovHub platform at a lower cost to the Authority. The above services are set forth in a Biller Agreement, a copy of which was reviewed by the Board (the "IC Biller Agreement"). The Manager of Finance recommended that the Authority avail itself of these services where the estimated cost to the Authority is not expected to exceed \$13,700. The Treasurer certified that there are sufficient funds available in the 2017 Budget for the portion to be expended in 2017; portions to be expended in 2018 are subject to funds being available in the 2018 Budget. The execution of the IC Biller Agreement and the services described therein are determined to be in the best interest of the Authority and the Water System. Member Dougherty offered the following resolution:

RESOLUTION NO. 71-17

RESOLUTION APPROVING BILLER AGREEMENT WITH INVOICECLOUD™

"COPY ANNEXED"

Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

D. Resolution Awarding Contract for a Valve Maintenance Trailer

The Board reviewed a memorandum from the Operations Superintendent dated July 13, 2017 stating that the Authority had advertised and received bids, pursuant to a fair and open process, for a contract entitled Valve Maintenance Trailer, on July 11, 2017. One (1) bid was received out of the three (3) companies who obtained bid packages. Per the memorandum, Wachs Utility Products has been determined to be the lowest qualified bidder. The total amount of the contract will not exceed \$94,955.45. The Treasurer has certified that there are sufficient funds available in the 2017 Budget. Member Rotando offered the following resolution:

RESOLUTION NO. 72-17

RESOLUTION AWARDING CONTRACT FOR A VALVE MAINTENANCE TRAILER

“COPY ANNEXED”

Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

E. Resolution Awarding a Professional Service Contract for Professional Engineering Services in connection with Water Main Replacement Design

The Authority requested a proposal from Suburban Consulting Engineers, Inc. (“SCE”), to provide professional engineering services in connection with water main replacement within Lake Valley and Van Beuren Roads in Morris Township, and Park Road in the Borough of Morris Plains. SCE submitted a proposal dated July 7, 2017, for the providing of such services at a maximum not-to-exceed amount of \$41,310. The Board reviewed a memorandum dated July 14, 2017 from Senior Engineer, Laura Norkute, evaluating the proposal.

This Contract is being awarded without public bidding as a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and in compliance with N.J.S.A. 19:44A-20.5 (Pay-to-Play Law). SCE has completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract. The Treasurer has certified that there are sufficient funds available in the 2017 Budget. Member Baldassari offered the following resolution:

RESOLUTION NO. 73-17

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH WATER MAIN REPLACEMENT DESIGN

“COPY ANNEXED”

Member Johnson seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

F. Resolution Awarding a Professional Service Contract for Professional Engineering Services for Clyde Potts Dam Formal Inspection and Related Matters

The Authority requested a proposal from Civil Dynamics, Inc. ("Civil Dynamics"), to provide professional engineering services for Clyde Potts Dam Formal Inspection and Related Matters. Civil Dynamics submitted a proposal dated June 29, 2017, for the providing of such services at a maximum not-to-exceed amount of \$68,180. The Board reviewed a memorandum dated July 14, 2017 from the Executive Director/Chief Engineer evaluating the proposal.

This Contract is being awarded without public bidding as a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and in compliance with N.J.S.A. 19:44A-20.5 (Pay-to-Play Law). Civil Dynamics has completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract. The Treasurer has certified that there are sufficient funds available in the 2017 Budget. Member Dougherty offered the following resolution:

RESOLUTION NO. 74-17

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR CLYDE POTTS DAM FORMAL INSPECTION AND RELATED MATTERS

"COPY ANNEXED"

Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

G. Resolution Adopting Provisions of Chapter 48

The Board reviewed a copy of a resolution to adopt the provisions of Chapter 48 (N.J.S.A. 52:14.17.38) under which a public employer may agree to pay for the State Health Benefits Program coverage of certain retirees. Member Rotando offered the following resolution:

RESOLUTION NO. 75-17

RESOLUTION ADOPTING PROVISIONS OF CHAPTER 48

"COPY ANNEXED"

Member Dougherty seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

H. Resolution Authorizing Closed Session Discussion

Mr. Weiss stated that the following Agenda item may be held in closed session pursuant to subsection 7 of Section 12b of the Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.):

1. Anticipated litigation over contract dispute with contractor for repair and painting of Picatinny Tank No. 1

Member Dougherty moved the following resolution:

RESOLUTION NO. 76-17

RESOLUTION AUTHORIZING CLOSED SESSION DISCUSSIONS

"COPY ANNEXED"

Member Baldassari seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Kissil; Members Baldassari, Dougherty, Iannaccone, Johnson, Rotando and Schimpf

NOES: None

[CLOSED SESSION MEETING FOLLOWED]

[RESUMPTION OF PUBLIC MEETING]

REPORTS

Copies of the following reports were distributed to the Members for review and comment and a discussion ensued as to each item:

- A. Executive Director/Chief Engineer – June 2017
- B. Superintendent – June 2017
- C. Information Technology – June 2017
- D. Finance – June 2017
- E. Phoenix Consulting Group


PUBLIC DISCUSSION

Chairman Kissil stated the next portion of the meeting was set aside for public discussion. No one from the public was present. The Chairman then closed the public portion of the meeting.

ADJOURNMENT

There being no further business, Member Schimpf moved that the meeting be adjourned. Member Dougherty seconded the motion. The meeting adjourned at 8:00 PM.

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY



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SIDNEY D. WEISS  
Assistant Secretary



## SUNSHINE LAW STATEMENT

Adequate notice of this meeting has been provided in accordance with the provisions of the “Open Public Meetings Act”, in the following manner:

1. By posting a copy of the Annual Notice of the Authority’s regular meetings (upon which this meeting is listed) on the Bulletin Board at the Authority’s offices at 19 Saddle Road, Cedar Knolls, New Jersey, and by delivering copies of such notice for posting at similar public places in the municipal buildings of the Town of Morristown, the Townships of Hanover and Morris and the Borough of Morris Plains on February 2, 2017.

2. By delivering to, for filing, copies of the Annual Notice with the Daily Record, the Newark Star Ledger, the Morris News Bee, the clerks of the Townships of Chatham, Harding, Mendham, Randolph and Parsippany-Troy Hills, the Borough of Florham Park and the County of Morris on February 2, 2017.



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

Resolution No. 67-17

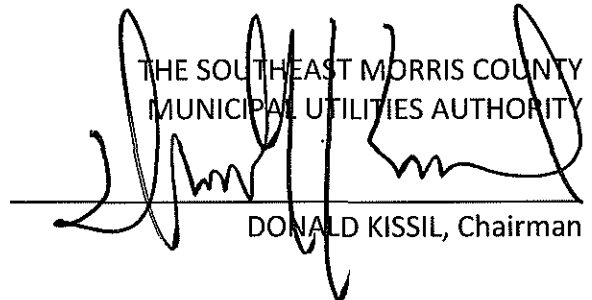
## RESOLUTION APPROVING CLOSED SESSION MINUTES

RESOLVED that the attached minutes of the Closed Session Meeting held on June 22, 2017, be and the same are hereby approved but withheld from public inspection and insertion in the regular Minute Book pending release for public disclosure pursuant to the provisions of the Open Public Meetings Act; and

BE IT FURTHER RESOLVED that the minutes be inserted in the Closed Session Minute Book of the Authority pending such disclosure.

ATTEST:

  
SIDNEY D. WEISS, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
  
DONALD KISSIL, Chairman

Dated: July 20, 2017

### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

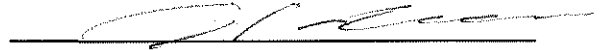
**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

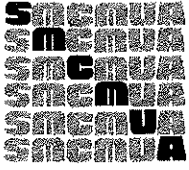
CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.



SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 68-17

### RESOLUTION AUTHORIZING PAYMENT OF JULY 2017 LIST OF BILLS

BE IT RESOLVED that authorization is hereby granted to make payment of the following list of bills:

#### OPERATING FUND

Total Salary and Wages \$ 365,697.37

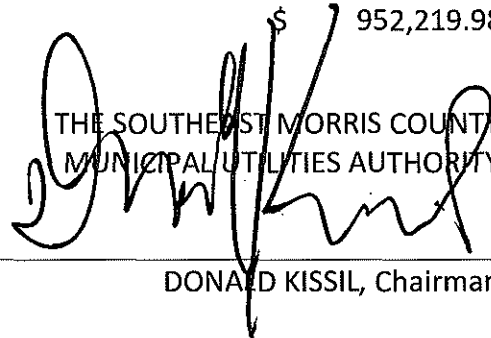
Total Operating Fund Checks and Wire Transfers \$ 495,845.51

GENERAL FUND/SPECIAL ACCOUNT \$ 90,677.10

TOTAL OF JULY 2017 LIST OF BILLS \$ 952,219.98

ATTEST:

  
SIDNEY D. WEISS, Assistant Secretary

  
THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
DONALD KISSIL, Chairman

Dated: July 20, 2017

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph Rotando

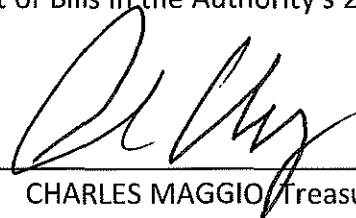
**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available (\$952,219.98) for payment of the resolution entitled Resolution Authorizing Payment of July 2017 List of Bills in the Authority's 2017 Operating Budget.

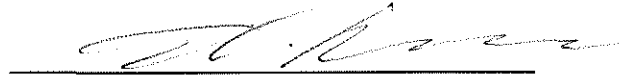
A handwritten signature in black ink, appearing to read 'C. Maggio', is written over a horizontal line.

CHARLES MAGGIO, Treasurer

Dated: July 20, 2017

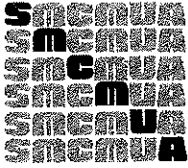
CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.

A handwritten signature in black ink, appearing to read 'S. D. Weiss', written over a horizontal line.

SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 69-17

### RESOLUTION AWARDING CONTRACT FOR ON-CALL WATER MAIN REPAIR SERVICES

WHEREAS, the Authority has advertised and received bids, pursuant to a fair and open process, for a contract entitled Water Main Repair On-Call, on June 7, 2017; and

WHEREAS, two bids were received by the six companies who obtained bid packages; and

WHEREAS, the bids were reviewed by the Superintendent as set forth in a memorandum dated June 16, 2017, a copy of which memorandum is annexed hereto; and

WHEREAS, Reivax Contracting Corporation has been determined to be the lowest qualified bidder;

WHEREAS, the total amount of the contract will not exceed \$50,000 and will cover a one year period with options for renewal after the first year as permitted by the Local Public Contracts Law; and

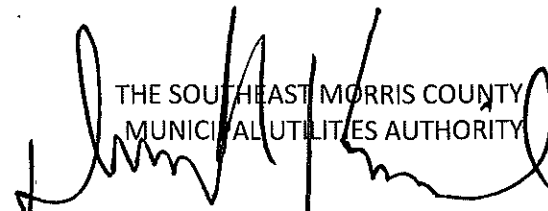
WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2017 Budget for the portion to be expended in 2017; portions to be expended in 2018 are subject to funds being available in the 2018 Budget; and

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. That a contract entitled Water Main Repair On-Call be awarded to Reivax Contracting Corporation in accordance with its bid submitted on June 7, 2017 in the maximum amount of \$50,000.
2. That the appropriate officers of the Authority be and they are hereby authorized and directed to execute a contract with regard to said work on behalf of the Authority in the manner provided by law.

ATTEST:

  
SIDNEY D. WEISS, Assistant Secretary

  
THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
DONALD KISSIL, Chairman

Dated: July 20, 2017

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

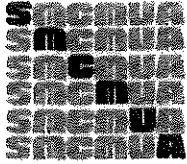
**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz



**MEMORANDUM**

To: Laura Cummings, PE, Executive Director / Chief Engineer  
Cc: Charles Maggio, Manager of Finance  
From: Paul A. Kozakiewicz, Superintendent *PAK*  
Re: Proposals for Water Main Repair On-Call  
Date: June 16, 2017

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Proposals for Water Main Repair On-Call services were received on June 7, 2017. Bid documents were sent to six (6) contractors/companies.

Only two (2) construction companies properly responded to this request. A third bid was not opened and was rejected because the contractor failed to follow submittal procedures as outlined in the Notice to Bidders and the bid documents. Attached you will find a tabulation of the Bid Results and a memorandum from Laura Norkute recommending awarding the contract.

A review of the bid documents has determined that Reivax Contracting Corp. has sufficient equipment and resources to perform the work as specified. Therefore I recommend the Authority accept their proposal. This contract will be for services as needed on a time and materials not to exceed basis. An allowance of Fifty Thousand Dollars (\$50,000.00) has been set aside for these services. Services performed under this contract would be charged to Transmission and Distribution Capital Account #02-00-500-415 Main Rehabilitation and Replacement.

Charles Maggio, Manager of Finance will certify that the funding for this contract is available.

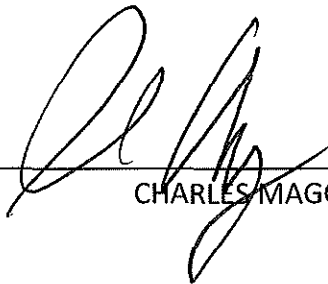


TREASURER'S CERTIFICATION

I hereby certify funds for payment of a contract with Reivax Contracting Corporation for Water Main Repair On-Call as follows:

1. In 2017, funds are available in the amount of \$20,833; and
2. In 2018, funds will be available in the amount of \$29,167 subject to the approval of the 2018 Budget.

The total maximum amount of this contract will not exceed \$50,000. This item will be charged to Transmission and Distribution Capital Account No. 02-00-500-415, Main Rehabilitation and Replacement.

  
\_\_\_\_\_  
CHARLES MAGGIO, Treasurer

Dated: July 20, 2017

CERTIFICATION

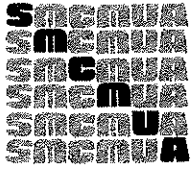
I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.



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SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 70-17

### RESOLUTION AWARDING CONTRACT WITH JOHN GARCIA CONSTRUCTION COMPANY FOR SERVICES FOR HEAVY EQUIPMENT RENTAL, HEAVY EQUIPMENT OPERATORS AND LABORERS

WHEREAS, the Authority has a need for services for heavy equipment rental, heavy equipment operators and laborers; and

WHEREAS, requests for proposals were submitted to eight companies, where three submitted proposals were received on July 7, 2017; and

WHEREAS, John Garcia Construction Company ("Garcia") submitted the lowest cost proposal for the providing of such services at a maximum amount of \$20,000; and

WHEREAS, the contract is being approved without public bidding as being less than the bidding threshold of \$40,000 provided in the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, Garcia has completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Treasurer has determined and certified in writing that the value of the Contract will exceed \$17,500; and

WHEREAS, funds are available and have been certified by the Treasurer of the Authority; and

NOW THEREFORE, BE IT RESOLVED, by The Southeast Morris County Municipal Utilities Authority as follows:

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

1. The Contract with John Garcia Construction Company for Services for Heavy Equipment Rental, Heavy Equipment Operators and Laborers is being awarded at a total maximum not-to-exceed amount of \$20,000.
2. That the appropriate officers of the Authority be and they are hereby authorized and directed to execute an amendatory contract with regard to said project on behalf of the Authority in the manner provided by law.

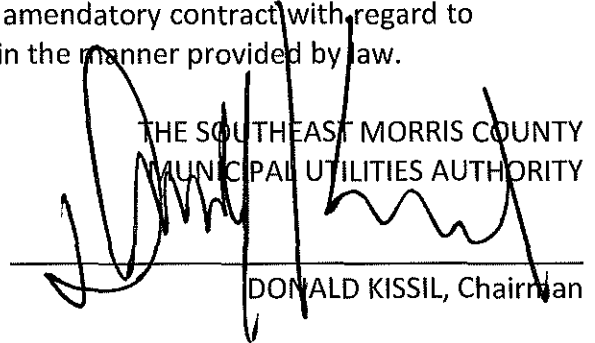
ATTEST:



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SIDNEY D. WEISS, Assistant Secretary

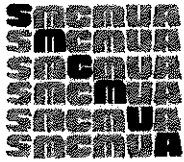
THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY



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DONALD KISSIL, Chairman

DATED: July 20, 2017




**Southeast Morris County Municipal Utilities Authority**  
19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973/326-6860 • FAX 973/326-9521

**MEMORANDUM**

To: Laura Cummings, PE, Executive Director / Chief Engineer

Cc: Charles Maggio, Manager of Finance

From: Paul A. Kozakiewicz, Superintendent 

Re: Requests for Proposals for Supplemental Heavy Equipment, Heavy Equipment Operators and Laborers

Date: July 13, 2017

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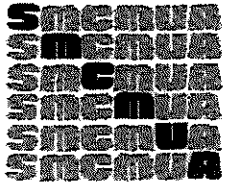
Requests for Proposals for Supplemental Heavy Equipment, Heavy Equipment Operators and Laborers were issued on June 16, 2017. These requests were sent to eight (8) contractors/companies where three (3) submittals were received. A proposal period of three (3) weeks was provided and the proposals were received by 2:00 PM on July 7, 2017.

Table 1 provides a summary comparison of the bids, where the bids were normalized to compare prices for an 8 hour period. J. Fletcher Creamer requires a minimum of a 1 hour purchase for each bid item, John Garcia Construction required a minimum of a 4 hour purchase for each bid item and Montana required a minimum of an 8 hour purchase for each bid item. Based on a comparison of the normalized costs, Garcia Construction is the lowest cost quote.

John Garcia Construction Co., Inc. has performed work for the Authority in the past and has the current contract for this work. Therefore I recommend the Authority award the contract to John Garcia Construction Co., Inc. for a total not-to-exceed allowance, to be utilized on an as-needed basis, in the amount of \$20,000.00.

Charles Maggio, Manager of Finance will certify that the funding for a portion of this contract not to exceed \$8,000.00 is available in the current fiscal year operating budget in account #02-60-400-633 *TRANS: Mains & Valves Maint.* The balance of \$12,000.00 will need to be appropriated in the 2018 Operations Budget.

TABLE 1



**Supplemental Heavy Equipment, Heavy Equipment Operators and Laborers**  
Proposals received July 7, 2017

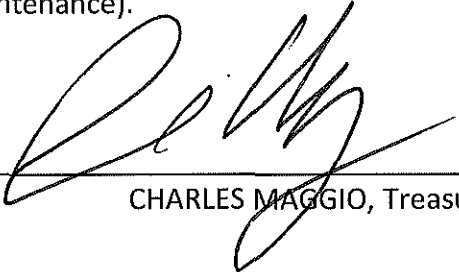
Item	Description	J. Fletcher Creamer & Son, Inc			Montana Construction Corp. Inc.			John Garcia Construction Co. Inc.		
		Unit Price	Hours 1 hr. min.	Total Price	Unit Price	Hours 8 hr. min.	Total Price	Unit Price	Hours 4 hr. min.	Total Price
1	Backhoe Loader & Operator, Standard Rate	\$ 400.00	8	\$ 3,200.00	\$ 300.00	8	\$ 2,400.00	\$ 130.00	8	\$ 1,040.00
2	Backhoe Loader & Operator, Non-Standard Rate	\$ 450.00	8	\$ 3,600.00	\$ 350.00	8	\$ 2,800.00	\$ 160.00	8	\$ 1,280.00
3	Dump Truck & Operator, Standard Rate	\$ 250.00	8	\$ 2,000.00	\$ 150.00	8	\$ 1,200.00	\$ 130.00	8	\$ 1,040.00
4	Dump Truck & Operator, Non-Standard Rate	\$ 300.00	8	\$ 2,400.00	\$ 190.00	8	\$ 1,520.00	\$ 160.00	8	\$ 1,280.00
5	Laborer, Standard Rate	\$ 350.00	8	\$ 2,800.00	\$ 100.00	8	\$ 800.00	\$ 105.00	8	\$ 840.00
6	Laborer, Non-Standard Rate	\$ 400.00	8	\$ 3,200.00	\$ 150.00	8	\$ 1,200.00	\$ 125.00	8	\$ 1,000.00
Total Price		\$ 2,150.00		\$ 17,200.00	\$ 1,240.00		\$ 9,920.00	\$ 810.00		\$ 6,480.00

## TREASURER'S CERTIFICATION

I hereby certify funds for payment of a contract with John Garcia Construction Company for heavy equipment rental, heavy equipment operators and laborers as follows:

1. In 2017, funds are available in the amount of \$6,667; and
2. In 2018, funds will be available in the amount of \$13,333 subject to the approval of the 2018 Budget.

The total maximum amount of this contract will not exceed \$20,000. This item will be charged to Account No. 02-60-400-603 (TRANS: Mains & Valves Maintenance).



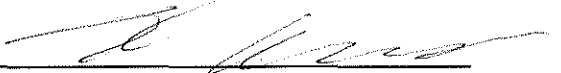
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CHARLES MAGGIO, Treasurer

DATED: July 20, 2017

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.

  
\_\_\_\_\_  
SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017





# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 71-17

### RESOLUTION APPROVING BILLER AGREEMENT WITH INVOICECLOUD™

WHEREAS, the Authority currently utilizes a web-based customer payment platform with the MyGovHub platform; and

WHEREAS, InvoiceCloud™ offers similar web-based customer payment platform which provides enhanced customer service beyond the capabilities of the MyGovHub platform at a lower cost to the Authority; and

WHEREAS, the above services are set forth in a Biller Agreement, a copy of which is annexed hereto and made part hereof (the "IC Biller Agreement"); and

WHEREAS, the Treasurer has recommended that the Authority avail itself of these services as more particularly set forth in the proposed IC Biller Agreement; and

WHEREAS, the estimated cost to the Authority is not expected to exceed \$13,700; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2017 Budget for the portion to be expended in 2017; portions to be expended in 2018 are subject to funds being available in the 2018 Budget; and

WHEREAS, execution of the IC Biller Agreement and the services described therein are determined to be in the best interest of the Authority and the Water System;

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. The proposed Biller Agreement between the Authority and InvoiceCloud™ annexed hereto be and the same is hereby approved.

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

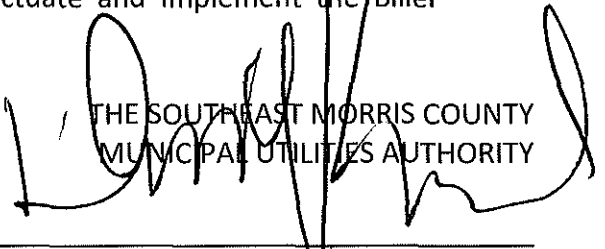
**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

2. The officers and staff of the Authority are hereby authorized and directed to execute and deliver such further documents and take such further action as shall be necessary or convenient to effectuate and implement the Biller Agreement hereby approved and ratified.

ATTEST:

  
\_\_\_\_\_  
SIDNEY D. WEISS, Assistant Secretary

  
\_\_\_\_\_  
THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
DONALD GISSIL, Chairman

DATED: July 20, 2017

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law. Confidential Information shall not include information: that

## Biller Agreement

was in Biller's possession at the time of disclosure by Invoice Cloud; that is now or hereafter becomes part of the public domain by publication or otherwise; that is received by Biller from a third party that was not received by said third party from Invoice Cloud.

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years ("Initial Term") commencing on the Effective Date on the Biller Order Form and will renew for four additional one (1) year terms (Renewal Terms) unless terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice of its intention not to renew on less than ninety (90) days prior to expiration of the then current term. In addition, Biller's obligations under this Agreement, beyond the first year of the Initial Term, shall be subject to the availability and appropriation of sufficient funds as may be required to meet its extended obligations under this Agreement, as required by Section 15 of the New Jersey Local Public Contracts Law ( N.J.S.A. 40A: 11-15).. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health

## Biller Agreement

Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Billers are required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

### 11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

**12. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS OF INVOICE CLOUD'S INSURANCE COVERAGE AS OUTLINED IN SECTION 16 BELOW. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**13. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

**16. Insurance.**

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. General.** With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14 and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using. Any action to interpret or enforce the provisions of this Agreement shall be brought and maintained in the appropriate courts of the State of New Jersey, venued in Morris County.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

TREASURER'S CERTIFICATION

I hereby certify funds for payment to InvoiceCloud™ for payment processing services, as more particularly set forth in the Biller Agreement attached to Resolution No. 71-17, as follows:

1. In 2017, funds are available in the amount of \$5,708; and
2. In 2018, funds will be available in the amount of \$7,992 subject to the approval of the 2018 Budget.

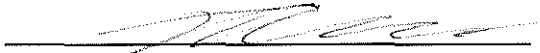
The total maximum amount of this contract will not exceed \$13,700. This item will be charged to Account No. 02-40-400-617 (CUST SVC: Cust Record/Collect Billing Svc).

  
\_\_\_\_\_  
CHARLES MAGGIO, Treasurer

DATED: July 20, 2017

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.

  
SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017





# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 72-17

### RESOLUTION AWARDING CONTRACT FOR A VALVE MAINTENANCE TRAILER

WHEREAS, the Authority advertised for public bids pursuant to the Local Public Contracts Law for a valve maintenance trailer; and

WHEREAS, one bid was received on July 11, 2017; and

WHEREAS, the bid has been reviewed by the Operations Superintendent as set forth in a memorandum dated July 13, 2017, a copy of which is annexed hereto; and

WHEREAS, E.H. Wachs, a division of Illinois Tool Works, has been determined to be the lowest qualified bidder for the valve trailer (Bid Item 1: \$76,509.36) and training (Bid Item 3: \$4,000.00) in the total amount not to exceed \$80,509.36; and

WHEREAS, the Operations Superintendent has recommended that the Authority abandon the project for provision of the global positioning system with real time accuracy and integrated antenna and therefore Bid Item 2 be rejected; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2017 Budget for the portion to be expended in 2017; and

WHEREAS, the Authority has reserved the right to reject any and all bids.

NOW THEREFORE BE IT RESOLVED, by The Southeast Morris County Municipal Utilities Authority as follows:

1. That a valve maintenance contract for Bid Items 1 and 3 be awarded to E.H. Wachs, a division of Illinois Tool Works, in accordance with its bid submitted on July 11, 2017, in the amount not to exceed \$80,509.36.
2. That the appropriate officers of the Authority be and they are hereby authorized and directed to execute a contract with regard to said project on behalf of the Authority in the manner provided by law.

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

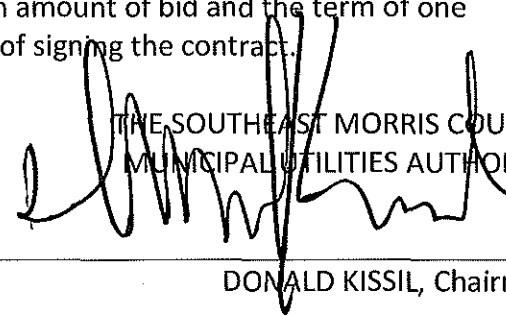
**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

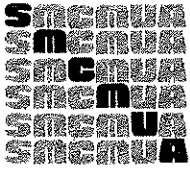
3. That the contract be limited to the maximum amount of bid and the term of one year and shall become effective on the date of signing the contract.

ATTEST:

  
SIDNEY D. WEISS, Assistant Secretary

  
THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
DONALD KISSIL, Chairman

DATED: July 20, 2017



**MEMORANDUM**

TO: Laura Cummings  
 FROM: Kenneth A. Crawford  
 RE: Valve Maintenance Trailer  
 DATE: July 13, 2017  
 CC: Paul Kozakiewicz

On July 11<sup>th</sup> 2017, the Authority had advertised and received bids, pursuant to a fair and open process, for the provision of: one (1) complete valve maintenance trailer ("Item 1"); one (1) increased accuracy global positioning system ("GPS") with antenna ("Item 2"); and certified training for the trailer ("Item 3"). Three (3) vendors requested and received the associated bid packages: Wachs Utility Products of Lincolnshire, IL; Roxbury Trailers of Wharton, NJ; and Cliffside Body Corp of Fairview, NJ. One bid was received by the three companies who obtained bid packages. The single package was submitted by Wachs Utility Products. A tabulation of the bid submittal is below.

Bidder	Item 1 Valve Trailer	Item 2 GPS/Antenna	Item 3 Training	Total
Wachs Utility Products	\$76,509.36	\$14,446.09	\$4,000.00	\$94,955.45

Per the bid specifications, the Authority reserved the right to award and/or order some, none or all of the items bid. I recommend awarding Items 1 and 3 to Wachs Utility Products in the total maximum amount of \$80,509.36. The Authority has elected to not purchase Item 2.

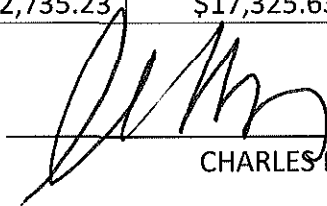
I recommend the contract be awarded utilizing funds from the following accounts:

Description	Total	02-00-500-348	02-00-500-372	02-00-500-425
		2014 Equipment, Tractor	2016 Equipment, Mason Dump	2017 Equipment, Valve Trailer
Valve Maintenance Trailer	\$76,509.36	\$18,735.23	\$17,325.63	\$40,448.50
Training	\$4,000.00	\$4,000.00	\$0.00	\$0.00
<b>Total</b>	<b>\$80,509.36</b>	<b>\$22,735.23</b>	<b>\$17,325.63</b>	<b>\$40,448.50</b>

TREASURER'S CERTIFICATION

I hereby certify the availability of funds in the 2017 Budget for payment of a contract with E.H. Wachs, a division of Illinois Tool Works, for the purchase and training of a valve maintenance trailer. The total maximum amount of this contract will not exceed \$80,509.36. These items will be charged as follows:

Description	Total	02-00-500-348	02-00-500-372	02-00-500-425
		2014 Equipment, Tractor	2016 Equipment, Mason Dump	2017 Equipment, Valve Trailer
Valve Maintenance Trailer	\$76,509.36	\$18,735.23	\$17,325.63	\$40,448.50
Training	\$4,000.00	\$4,000.00	\$0.00	\$0.00
Total	\$80,509.36	\$22,735.23	\$17,325.63	\$40,448.50



CHARLES MAGGIO, Treasurer

DATED: July 20, 2017

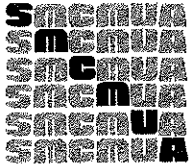
CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.



SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 73-17

### RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH WATER MAIN REPLACEMENT DESIGN

WHEREAS, the Authority has requested a proposal from Suburban Consulting Engineers, Inc. ("SCE"), to provide professional engineering services in connection with water main replacement within Lake Valley and Van Beuren Roads in Morris Township, and Park Road in the Borough of Morris Plains; and

WHEREAS, SCE has submitted a proposal dated July 7, 2017, for the providing of such services at a maximum not-to-exceed amount of \$41,310, a copy of which is annexed hereto as Exhibit "A"; and

WHEREAS, this Contract is being awarded without public bidding as a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and in compliance with N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, SCE has completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Treasurer has determined and certified in writing that the value of the Contract will exceed \$17,500; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2017 Budget; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that notice of the awarding of professional service contracts be printed once in a newspaper authorized by law to publish the Authority's legal advertisement;

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Edward A. Taratko, Jr.

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

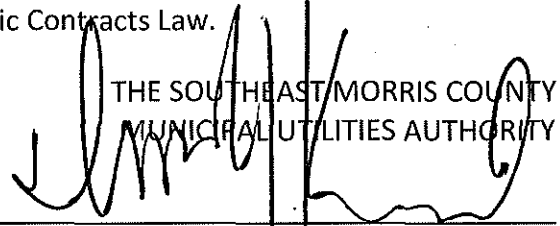
NOW THEREFORE BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. That the proposal of Suburban Consulting Engineers, Inc. dated July 7, 2017, be and the same is hereby accepted and approved.
2. The Executive Director/Chief Engineer be and is hereby authorized and directed to execute a Professional Service Contract on behalf of the Authority.
3. This contract is awarded without competitive bidding as a "Professional Service Contract" in accordance with the Local Public Contracts Law because the services to be rendered are professional services as therein defined; and
4. Copies of this Resolution shall be filed in the office of the Secretary of the Authority and in the respective offices of the Clerks of the Township of Hanover, the Township of Morris, the Town of Morristown and the Borough of Morris Plains, and notice of the award shall be printed once in the Daily Record in accordance with the Local Public Contracts Law.

ATTEST:



SIDNEY D. WEISS, Assistant Secretary



THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY

DONALD KISSIL, Chairman

DATED: July 20, 2017



July 7, 2017  
*Revised Proposal*

Southeast Morris County Municipal Utilities Authority  
19 Saddle Road  
Cedar Knolls, New Jersey 07927

Attn.: Laura Cummings, PE  
Executive Director / Chief Engineer

Re: Township of Morris & Borough of Morris Plains, County of Morris, State of New Jersey  
Professional Services for Water Main Replacement:  
Van Beuren Road, Park Road & Lake Valley Road  
Our File No.: Proposal SCE-P09358.011 Revision B

Dear Ms. Cummings:

As a response to recent discussions with Project Engineer Laura Norkute, **SUBURBAN CONSULTING ENGINEERS, INC. (SCE)** has revised the proposal for this project as requested by Southeast Morris County Municipal Utilities Authority (SMCMUA). This revision reflects the removal of the Construction Administration and Inspection Services for these projects. In the preparation of these proposals, SCE bases the inspection efforts on what is expected as reasonable construction production rates. However, SCE has recently found the previous estimate to no longer be practical and therefore revised the on-site inspection hours according to projects of similar size and scope.

SMCMUA has also requested clarification / justification for the price increase from the original proposal to Revision A. In discussions with SMCMUA, it was agreed upon that the separation into two (2) separate projects would be beneficial to expedite the work on Van Beuren Road, while the preparation of the easements for Park Road are completed by SMCMUA's legal counsel, efforts that could take up to six (6) months in some cases. By splitting the Van Beuren Road and Park Road projects into two (2) separate projects SCE's efforts significantly increased due to the preparation of a second set of plans and specifications, generation of two (2) cost estimates, submission and coordination on required road opening permits for both projects, additional design review meetings and coordination with SMCMUA, existing utilities and local governing bodies. SCE will make every possible effort to minimize our project billings where applicable to deliver the design of these projects on schedule and under budget.

SCE has been actively representing Municipal Utilities Authorities specifically SMCMUA since its inception and desires to continue the strong working relationship established to provide cost-effective and innovative design solutions that effectively support the SMCMUA's water systems.





As requested, please find attached one (1) unbound original copy of our proposal package for the Authority's review. We look forward to continuing our professional relationship with Southeast Morris County Municipal Utilities Authority and working together on this project. We are available to meet to answer any questions you may have, at your earliest convenience. Should additional information be required, please do not hesitate to contact me. Thank you for your consideration of our proposal.

Very truly yours,  
**SUBURBAN CONSULTING ENGINEERS, INC.**

A handwritten signature in cursive script that reads "Andrew S. Holt / u".

Andrew S. Holt, PE, PP, CME  
Executive Vice President

# PROJECT UNDERSTANDING / SCOPE OF SERVICES

SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

## REQUEST FOR PROPOSAL

**Water Main Replacement on  
Van Beuren Road in the Township of Morris  
Park Road in the Borough of Morris Plains  
& Feasibility Study for Lake Valley Road in the Township of Morris**

### PROJECT UNDERSTANDING

In accordance with your recent request, **SUBURBAN CONSULTING ENGINEERS, INC. (SCE)** is pleased to provide the following proposal for engineering services related to the Water Main Replacement on Van Beuren Road in the Township of Morris and Park Road in the Borough of Morris Plains, County of Morris, New Jersey. SCE is familiar with the project sites, having visited and photographed the project areas. SCE is also pleased to provide a Feasibility Study and recommendation report for the Lake Valley Road Bridge Crossing.

It is our understanding that Southeast Morris County Municipal Utilities Authority (SMCMUA) is required to replace a 6" cast-iron main located on Van Beuren Road in Morris Township in order to accommodate fire flow requirements for existing and new homes that are in the process of being constructed along Andrea Way. The section of pipe that requires replacement is located on Van Beuren Road originating at the intersection of Spring Valley Road to approximately 300' south of Andrea Way and continuing to the municipal boundary for a total estimated pipe length equal to 750'. Spring Valley Road is a Morris County Roadway. The Authority has identified the need to replace approximately 2,000' of 4" to 8" cast iron main on Park Road in the Borough of Morris Plains and to eliminate distribution dead ends on Park Road and Forest Drive. The section of pipe to be replaced on Park Road originates on State Route 202 to the end of Park Road after which the pipe will be extended to connect to the end of the 6" cast-iron main on Forest Drive. A utility easement or right-of-way will need to be obtained at the end of Park Road and through property owned by the Borough of Morris Plains or others.

It is also our understanding that SMCMUA wishes to replace the piping with 8" cement-lined ductile iron pipe rated as required for system pressures. Replacement of all service connecting pipes will also be included along with the installation of meter pits for all existing service connections and any known future service connections. Due to the variation of each project, SCE recommends and has based this proposal on separating these projects to expedite the construction phases and reduce potential project delays in obtaining the easements required for the Park Road project.

SCE has also reviewed the furnished information provided in the RFP documents as well as in discussing with SMCMUA staff with regard to the Lake Valley Road break and corresponding required repairs. As part of this proposal, SCE will perform a feasibility study and recommendation report for this location which will serve as the basis of the detailed design.

# PROJECT UNDERSTANDING / SCOPE OF SERVICES

## SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

### SCOPE OF SERVICES

*Tasks 1A through 1G are services which apply to the water main replacements for Van Beuren Road and Park Road projects. Task 2G is specific to the Lake Valley Road Feasibility Study.*

#### **Task 1A: Initial Inspection and Assessment**

SCE will provide field services for the thorough inspection and limited survey of the project sites to determine and/or confirm existing conditions. SMCMUA staff will assist in determining the location of as-built adjoining water distribution system components. SCE will contact any other affected utility in the project area to obtain up-to-date information.

As part of the initial inspection, SMCMUA staff will make an attempt to identify whether lead service lines exist on this section of main and will also attempt to define the Tier classification of the customer's plumbing. SMCMUA will utilize USEPA and NJDEP guidance to inform the public about any potential issues regarding lead in the service lines or customer's premise plumbing. The technical specifications must incorporate necessary provisions for partial lead service line replacements.

#### **Task 1B: Preliminary Design and Construction Cost Estimate**

SCE will meet with the SMCMUA's project team to discuss the recommendation for design; method of installation and the estimated project construction costs. Estimated costs at the preliminary design phase will be based on the American Society of Professional Estimators (ASPE) Level 2 Schematic/Conceptual Design Standard. SCE can define other equivalent construction cost estimate standards for use in this task, but the standard to be utilized must be defined in the proposal.

#### **Task 1C: Permitting and Easements**

SCE will prepare and obtain all necessary permits and easements for this project, where the Authority will pay all associated permit and easement filing fees. To obtain the permanent utility easements, SCE will perform the following:

- Perform Boundary Survey of the properties.
- Review surrounding property deeds and prepare metes & bounds description following Boundary Survey.
- Prepare and generate a Utility Easement Plan.

It is anticipated SCE will prepared local road opening permits for Van Beuren Road. It is anticipated SCE will prepare and obtain local and NJDOT road opening permits for the Park Road Project.

#### **Task 1D: Final Design and Specifications**

SCE will finalize design plans and the construction cost estimate, as well as detailed Technical Specifications to be included in the SMCMUA standard Bid Contract Documents, including required design engineering design drawings, along with the Form of Proposal.



# PROJECT UNDERSTANDING / SCOPE OF SERVICES

## SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

SCE will review the Authority's standard front end contract documents and contract and make recommendations for revision.

Estimated costs at the final design phase will be based on the American Society of Professional Estimators (ASPE) Level 4 Construction/Bid Design Standard. SCE can define other equivalent construction cost estimate standards for use in this task, but the standard to be utilized must be defined in the proposal.

### **Task 1E: Pre-Bid Tasks and Post-Bid Review and Recommendation for Award**

SCE will coordinate necessary pre-bid meetings with potential bidders, including site visits. SCE will be present at Bid Opening and will record bids, thoroughly review the Bid submittals received and submit a written recommendation for award. SCE will also respond in writing to any questions regarding the Bids prior to the Bid submittal date.

### **Task 1F: Contract Administration**

SCE will provide contract administration services to include project kickoff meeting, shop drawing submittal review, design clarifications, payment recommendations, preparation and review of punch list, coordination other entities, inspection services, meeting minute preparation and project closeout.

Project closeout will include the preparation and submittal of "As-Built" drawings in AutoCAD 2013 format with appropriate GIS coordinates defined, including all abandoned and new facilities.

SCE will provide the Authority with a full copy, in electronic and hard copy format, all documents generated for this project. Bid documents, including text files, AutoCAD, ArcGIS, etc. files will also be provided in forms that can be edited by the Authority in the future in forms compatible with Authority software applications.

SCE anticipates the construction duration for Van Beuren Road will be complete within three and a half weeks of on-site inspection, which serves as the basis for the estimate.

SCE anticipates the construction duration for Park Road will be complete within four weeks of on-site inspection, which serves as the basis for the estimate.

### **Task 2G: Lake Valley Road Feasibility Study**

SCE will prepare a feasibility study and recommendation report detailing an appropriate plan of action which is anticipated to include replacement using alternative installation methods, abandonment, or no action. Replacement of the existing 8" water main which is currently partially exposed with a leak which was isolated under emergency repairs at the Lake Valley Road bridge crossing include, bridge attachment, Horizontal Directional Drill, Jack and Bore, or direct burial. Current system operation has not been significantly impacted as a result of this. SCE will review distribution system records, GIS information, perform an onsite investigation of the project area and develop an

## PROJECT UNDERSTANDING / SCOPE OF SERVICES

### SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

alternatives analysis and prepared a recommendation report with budgetary figures. It is critical the long term plan takes into consideration on-going maintenance and system operation. Following the recommendation, SCE is pleased to provide a cost proposal to complete the design of the SMCMUA selected repair under separate cover.

#### Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

Hydraulic modeling for Lake Valley Road Feasibility Study

#### PROJECT SCHEDULE

As previously identified and discussed with the SMCMUA staff, it is our understanding that SMCMUA desires to advance this work such that the project construction can be completed in the fall of 2017, with road restoration in the spring of 2018. However, it should be noted this schedule may be impacted due to the time it takes to establish permanent utility easements on Park Road in Morris Plains. To expedite the project schedule on the Van Beuren Road, SCE recommends and has priced accordingly to separate these projects. SCE will complete the design within two (2) months for notification to proceed.

It is anticipated securing the utility easements on Park Road will require approximately four (4) months from authorization to proceed to finalize easements and therefore it is anticipated this project will be bid and ready for spring construction.

To complete the through feasibility report for the Lake Valley Road portion SCE anticipated three (3) months from notification to proceed.

6/28/17

SCE-P09358.011

# PROPOSAL FEE BREAKDOWN

## Water Main Replacement Van Beuren Road, Morris Township

### Staffing

Task Description	PIC	PM	PC/S Eng	Designer	Technician	S. Inspector	Total Hrs	Directs	Total \$
<b>Task 1A: Initial Inspection &amp; Assessment</b>									
Site Survey	0	0	8	0	24	0	32	\$200	\$3,440
Background Evaluation	1	2		6	0	0	9	\$0	\$1,100
<b>Sub-Total</b>	<b>1</b>	<b>2</b>	<b>8</b>	<b>6</b>	<b>24</b>	<b>0</b>	<b>41</b>	<b>\$200</b>	<b>\$4,540</b>
<b>Task 1B: Preliminary Design &amp; Construction Cost Estimate</b>									
Preliminary Design and Cost Estimate	2	8		16	0	0	26	\$0	\$3,220
<b>Sub-Total</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>\$0</b>	<b>\$3,220</b>
<b>Task 1C: Permitting</b>									
Permit Applications	2	0	0	16	0	0	0	\$0	\$2,060
<b>Sub-Total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$2,060</b>
<b>Task 1D: Final Design &amp; Specifications</b>									
Final Design & Specifications	2	0	24	40	0	0	66	\$500	\$8,440
<b>Sub-Total</b>	<b>2</b>	<b>0</b>	<b>24</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>66</b>	<b>\$500</b>	<b>\$8,440</b>
<b>Task 1E: Pre-Bid Task &amp; Post-Bid Review &amp; Recommendation for Award</b>									
Bid Phase	2	8	0	16	0	0	26	\$0	\$3,220
<b>Sub-Total</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>\$0</b>	<b>\$3,220</b>
<b>Task 1F: Contract Administration</b>									
Contract Administration							0	\$0	\$0
On-site Inspection							0	\$0	\$0
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Hours</b>	<b>9</b>	<b>18</b>	<b>32</b>	<b>94</b>	<b>24</b>	<b>0</b>	<b>159</b>	<b>\$700</b>	<b>\$21,480</b>
Fee Structure	\$150	\$145	\$135	\$110	\$90	\$95			
<b>Total</b>	<b>\$1,350</b>	<b>\$2,610</b>	<b>\$4,320</b>	<b>\$10,340</b>	<b>\$2,160</b>	<b>\$0</b>		<b>CHECK</b>	<b>\$21,480</b>

6/28/17

# PROPOSAL FEE BREAKDOWN

SCE-P09358.011

## Water Main Replacement Park Road, Morris Plains Borough

### Staffing

Task Description	PIC	PM	PC/S Eng	Designer	Technician	S. Inspector	Total Hrs	Directs	Total \$
<b>Task 1A: Initial Inspection &amp; Assessment</b>									
Site Survey	0		8	0	40	0	48	\$200	\$4,880
Background Evaluation	1	0	4	8	0	0	13	\$0	\$1,570
<b>Sub-Total</b>	<b>1</b>	<b>0</b>	<b>12</b>	<b>8</b>	<b>40</b>	<b>0</b>	<b>61</b>	<b>\$200</b>	<b>\$6,450</b>
<b>Task 1B: Preliminary Design &amp; Construction Cost Estimate</b>									
Preliminary Design and Cost Estimates	2	16	0	32	0	0	50	\$0	\$6,140
<b>Sub-Total</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>\$0</b>	<b>\$6,140</b>
<b>Task 1C: Permitting &amp; Easements</b>									
Boundary Survey & Easement Preparation	2	16	0	0	48	0	66	\$400	\$7,340
Permit Applications	2	0	0	24	0	0	0	\$0	\$2,940
<b>Sub-Total</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>24</b>	<b>48</b>	<b>0</b>	<b>66</b>	<b>\$400</b>	<b>\$10,280</b>
<b>Task 1D: Final Design &amp; Specifications</b>									
Final Design & Specifications	2	0	24	48	0	0	74	\$500	\$9,320
<b>Sub-Total</b>	<b>2</b>	<b>0</b>	<b>24</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>74</b>	<b>\$500</b>	<b>\$9,320</b>
<b>Task 1E: Pre-Bid Task &amp; Post-Bid Review &amp; Recommendation for Award</b>									
Bid Phase	2	8	0	16	0	0	26	\$0	\$3,220
<b>Sub-Total</b>	<b>2</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>\$0</b>	<b>\$3,220</b>
<b>Task 1F: Contract Administration</b>									
Contract Administration							0	\$0	\$0
On-site Inspection							0	\$0	\$0
<b>Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Hours</b>	<b>11</b>	<b>40</b>	<b>36</b>	<b>128</b>	<b>88</b>	<b>0</b>	<b>277</b>	<b>\$1,100</b>	<b>\$35,410</b>
Fee Structure	\$150	\$145	\$135	\$110	\$90	\$95			
<b>Total</b>	<b>\$1,650</b>	<b>\$5,800</b>	<b>\$4,860</b>	<b>\$14,080</b>	<b>\$7,920</b>	<b>\$0</b>		<b>CHECK</b>	<b>\$35,410</b>

6/28/17

SCE-P09358.011

# PROPOSAL FEE BREAKDOWN

## Feasibility Study Lake Valley Road, Morris Township Staffing

Task Description	PIC	PM	PC/S Eng	Designer	Technician	S. Inspector	Total Hrs	Directs	Total \$
<b>Task 1A: Initial Inspection &amp; Assessment</b>									
Feasibility Study	2	4	16	40	0	0	62	\$0	\$7,440
<b>Sub-Total</b>	2	4	16	40	0	0	62	\$0	\$7,440
<hr/>									
<b>Total Hours</b>	2	4	16	40	0	0	62	0	7440
Fee Structure	\$150	\$145	\$135	\$110	\$90	\$95			
<b>Total</b>	\$300	\$580	\$2,160	\$4,400	\$0	\$0		CHECK	\$7,440



HOURLY RATES & CHARGES

**SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

Request for Proposal  
Water Main Replacement On  
Van Beuren Road, Morris Township & Park Road, Morris Plains Borough

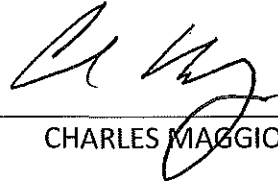
**Fee Structure**

- Principal/Project Officer \$150/hour
- Project Manager \$145/hour
- Senior Engineer/Project Coordinator \$135/hour
- Engineer \$125/hour
- Landscape Architect \$125/hour
- Professional Land Surveyor \$125/hour
- Senior Designer \$115/hour
- Designer \$110/hour
- Technician \$90/hour
- Senior Inspector \$95/hour
- Inspector \$90/hour
- Secretarial/Clerical \$50/hour
- Survey Equipment Unit Cost
  - Robotic/GPS \$50/hour
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
  - Large format black and white document reproduction \$0.50/square foot
  - Large format color document reproduction \$3.00/square foot
  - Large volume black and white photocopies \$0.15/copy
  - Large volume color photocopies \$0.30/copy
  - Mileage will be billed at \$0.57 per mile.
  - Approved subcontracted services will be billed at actual cost plus 15 percent.



CERTIFICATION OF VALUE IN EXCESS OF \$17,500 (PAY-TO-PLAY LAW)

The undersigned hereby certifies that the estimated amount of the contract to be awarded to Suburban Consulting Engineers, Inc., for professional engineering services to provide professional engineering services in connection with water main replacement design, exceeds \$17,500.



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CHARLES MAGGIO, Treasurer

Dated: July 20, 2017

TREASURER'S CERTIFICATION

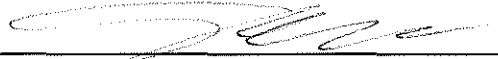
I hereby certify funds are available in the total maximum amount of \$41,310 for payment of a contract with Suburban Consulting Engineers, Inc., for professional engineering services in connection with water main replacement design. This item will be charged to Capital Account No. 02-00-500-415 (2017 Main Rehabilitation and Replacement).

  
\_\_\_\_\_  
CHARLES MAGGIO, Treasurer

DATED: July 20, 2017

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.



---

SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

## Resolution No. 74-17

### RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICE CONTRACT FOR ENGINEERING SERVICES RELATED TO A FORMAL INSPECTION OF THE CLYDE POTTS DAM

WHEREAS, the Authority has a need for professional engineering services related to a formal inspection of the Clyde Potts Dam; and

WHEREAS, Civil Dynamics, Inc., has submitted a proposal for the performance of such work dated June 29, 2017, a copy of which is annexed hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the services to be provided are set forth the Proposal; and

WHEREAS, the services are to be performed for the lump sum fee of \$68,180 as set forth in the Proposal; and

WHEREAS, this Contract is being awarded without public bidding as a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and in compliance with N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Civil Dynamics, Inc., has completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit it from making any reportable contributions through the term of the contract; and

WHEREAS, the Treasurer has determined and certified in writing that the value of the Contract will exceed \$17,500; and

WHEREAS, funds are available and have been certified by the Treasurer of the Authority; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that notice of the awarding of professional service contracts be printed once in a newspaper authorized by law to publish the Authority's legal advertisement; and

#### Board Members

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

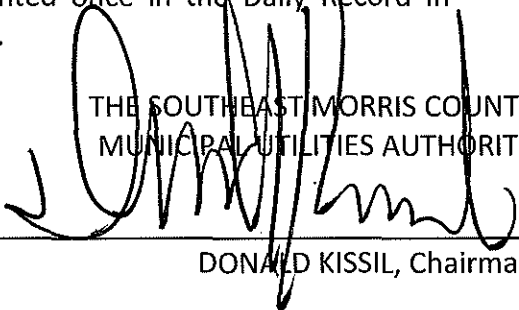
**Superintendent:** Paul A. Kozakiewicz

NOW THEREFORE BE IT RESOLVED, by The Southeast Morris County Municipal Utilities Authority as follows:

1. That the proposal of Civil Dynamics, Inc., dated June 29, 2017, a copy of which is annexed hereto as Exhibit "A" be and the same is hereby accepted and approved.
2. The Executive Director/Chief Engineer be and is hereby authorized and directed to accept and sign the proposal on behalf of the Authority.
3. This contract is awarded without competitive bidding as a "Professional Service Contract" in accordance with the Local Public Contracts Law because the services to be rendered are professional services as therein defined; and
4. Copies of this Resolution shall be filed in the office of the Secretary of the Authority and in the respective offices of the Clerks of the Township of Hanover, the Township of Morris, the Town of Morristown and the Borough of Morris Plains, and notice of the award shall be printed once in the Daily Record in accordance with the Local Public Contract Law.

ATTEST:

  
\_\_\_\_\_  
SIDNEY D. WEISS, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
  
\_\_\_\_\_  
DONALD KISSIL, Chairman

DATED: July 20, 2017

**PROPOSAL**  
*for*  
**PROFESSIONAL ENGINEERING SERVICES**  
*to the*  
**SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY**  
*for*  
**CLYDE POTTS RESERVOIR DAM**



**JUNE 2017**

*submitted by*

**CIVIL  DYNAMICS, inc.**

109A County Rte. 515, P.O. Box 760, Stockholm, N.J. 07460-0760  
Phone (973) 697-3496 Fax (973) 697-1678

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**Cover Letter**

**Section 1 Introduction**

**Section 2 Proposed Scope, Schedule and Cost**

**Section 3 Past Experience and References**

**Section 4 Project Team**

**Appendix A – Administrative Information and Documents**

NJ Business Registration Certificate

Certificate of Employee Information Report

Business Entity Disclosure Certifications

Political Contribution Disclosure Statement



## **1.1 GENERAL**

Civil Dynamics, Inc. is pleased to submit this revised proposal to provide professional engineering services to the Southeast Morris County Municipal Utilities Authority (Authority) for the Clyde Potts Reservoir Dam.

Our understanding of the project requirements are based on:

- The Authority's Request for Proposal (RFP) dated May 16, 2017;
- Civil Dynamics' experience conducting the 2014 Formal Inspection of the Clyde Potts Reservoir Dam and then additional dam engineering tasks in 2016 and 2017;
- Our site meeting on February 27, 2017 during which we discussed various issues related to the Clyde Potts Reservoir Dam; and
- Civil Dynamics' experience with conducting similar work for numerous other dams.

## **1.2 PROPOSAL ORGANIZATION**

Section 2 of this proposal presents the proposed scope of work, schedule and cost.

Sections 3 and 4 include our past experience and references, and documents the experience and technical competence of the Project Team to perform the proposed work.

Appendix A includes the required administrative information in accordance with the Request for Proposal.

The Authority owns and operates the Clyde Potts Reservoir Dam located in Mendham Township. The reservoir is a key component of the Authority's water supply system.

The Clyde Potts Reservoir Dam is classified as a Large, Class I - High Hazard Dam. The Dam was originally constructed circa 1929 and 1932 and modified in 1989. The Dam is a concrete core earth fill embankment dam that is approximately 1,460 feet long, including the spillway, with a maximum height of approximately 70 feet. The spillway is a concrete gravity structure with an uncontrolled overflow weir.

Civil Dynamics completed the 2014 Formal Inspection of the Clyde Potts Reservoir Dam for the Authority. The 2014 Formal Inspection found the Clyde Potts Reservoir Dam and appurtenances to be in "FAIR" condition as defined by the NJDEP Dam Inspection Program Guidelines. The FAIR rating was based on the need for long term improvements and updated studies.

In 2016, Civil Dynamics developed an updated watershed model for the Clyde Potts Reservoir Dam and then completed an updated hydraulic model for dam breach modeling. New inundation mapping was submitted to the Bureau in March 2017.

In 2017, Civil Dynamics reviewed the previous slope stability analyses of the dam and provided recommendations for piezometer threshold values for the Clyde Potts Reservoir Dam. The recommendations were summarized in a letter dated January 31, 2017.

## **2.1 SCOPE OF WORK**

The scope of work outlined in the Authority's Request for Proposal dated May 16, 2017 are generally based on the recommendations from these prior inspections and studies.

Civil Dynamics will perform the following tasks as outlined in the RFP.

### **Task 1: Formal Dam Inspection**

Civil Dynamics will conduct a Formal Dam Inspection of the Clyde Potts Reservoir Dam in accordance with the New Jersey Dam Safety Standards and the most recent "Guidelines for Inspection of Existing Dams" dated January 2017.

The Formal Dam Inspection will include the following tasks:

#### **Visual Inspection**

Civil Dynamics will conduct a visual inspection of the dam, spillway and appurtenant structures, in accordance with standard procedures. The inspection will be performed in the

company of one or more Authority personnel as well as representatives of the Bureau of Dam Safety.

The inspections will include witnessing and evaluating the operation of all valves, gates, and other mechanical equipment by Authority personnel.

We will obtain digital photographs of the facilities during the inspection to document the overall appearance of the facilities as well as specific areas or details referred to in the report. Photographs selected for inclusion in the report will be numbered and a caption will be provided to describe the photograph. We will include sufficient photographs to document the key conditions.

#### **Underwater Inspection**

The RFP requests an underwater inspection, but such an inspection was conducted in 2014. Based on the results of the 2014 underwater inspection, we do not recommend another underwater inspection at this time. Therefore, we have not included an underwater inspection in our scope and cost.

#### **Data Review and Compilation**

Prior to performing the visual inspection, we will review the most recent Regular and Formal Inspection reports and as-built drawings. These will be reviewed prior to the inspection so we can focus on any specific problem areas identified in the reports and to document the current status of those areas.

Given that Civil Dynamics conducted prior work on Clyde Potts Reservoir Dam and we currently have the dam files in our office, we will be able to effectively review this information without imposing on the Authority staff.

#### **Analysis of Instrumentation and Other Performance Data**

A review will be made of the available data from instrumentation. We are aware that the only instrumentation is wells and piezometers.

Our primary focus will be to identify any trends or unusual patterns in the data that may be indicative of either a condition of potential instability or a problem in the functionality of a particular instrument, or instruments.

#### **Evaluation of the Safety and Integrity of the Dams**

This evaluation will be covered by Task 2 which is stability analyses of both the embankment dam and spillway.

#### **Evaluation of the Reservoir Hydrology and Hydraulics**

Updated hydrologic and hydraulic modeling was conducted in 2016. Our approach for this task will be to summarize the recent study and assess the spillway capacity.

Additionally, per the RFP, we will conduct analysis of the low-level drain capacity based on available drawings and information provided by the Authority.

**Evaluation of the Operation and Maintenance (O&M) Manual**

The January 2017 *Guidelines for Inspection of Existing Dams* require an evaluation of the approved O&M Manual and a determination of the Manual's adequacy. Civil Dynamics will review the latest O&M Manual.

**Evaluation of the Emergency Action Plan (EAP)**

The January 2017 *Guidelines for Inspection of Existing Dams* require an evaluation of the approved EAP and a determination of the Plan's adequacy. Civil Dynamics will review the latest EAP.

**Formal Inspection Reports**

We will prepare a Formal Inspection Report in accordance with the requirements of the latest Guidelines by the Bureau of Dam Safety and Flood Control.

The Guidelines include a requirement to provide a completed New Jersey Dam Safety Compliance Schedule Form. It is important to note that Civil Dynamics will work closely with Authority personnel to develop the Compliance Schedule because this schedule will be used by the Bureau to track the progress of all future work on the dam.

The Formal Inspection Report will include the following:

1. A summary of the results of our visual inspection. This portion of the report will reference specific photographs taken during the inspection to document key features and provide historical continuity with previous inspections.
2. A summary of the results of the available monitoring instrument data. This will include identification of any trends or unusual behavior. Tables or graphical plots will be employed to help illustrate trends, if appropriate.
3. The results of the dam stability and hydrologic and hydraulic evaluations including:
  - a) A brief summary of the chronology of events to date related to dam safety and rehabilitation work.
  - b) Discussion and conclusions regarding the continued appropriateness of the previous analyses with regard to current physical conditions, recent monitoring data and current design criteria and guidelines.
4. Conclusions and recommendations for any short-term or long-term maintenance/remedial activities or investigations, including a recommended timetable for completion.

5. A review of the O&M Manual, as required by the new Guidelines.
6. A review of the EAP, as required by the new Guidelines.
7. A draft New Jersey Dam Safety Compliance Schedule Form, as required by the new Guidelines.
8. A set of Appendices to include:
  - a) Visual Inspection Checklists for the dam.
  - b) Color photographs of the dam taken during the inspection.
  - c) Summaries of performance data, where available.

We will provide the Authority with an editable WORD file, a PDF file, and three (3) hard copies of the draft report for review.

Upon receiving any comments, we will finalize the report and provide the Authority with an editable WORD file, a PDF file, one unbound hard copy and six (6) bound hard copies of the final report.

## **Task 2: Stability Analyses of Dam and Spillway**

### **Earth Dam**

We will perform a slope stability analyses of the existing earth dam for the cases identified in the U.S. Army Corps of Engineers manual "Stability of Earth and Rock Fill Dams, EM-1110-2-1902." The following cases will be evaluated:

- Sudden drawdown from maximum pool,
- Steady seepage with maximum normal pool,
- Steady seepage with surcharge pool, and
- Earthquake conditions.

We will perform a finite element seepage analysis to estimate the location of the phreatic surface within the dam. The calculated location of the phreatic surface will be compared with the available water level (and pore pressure) data from the existing instrumentation to calibrate the model and also to evaluate the reliability of the instrumentation data. The shear strength values required for the slope stability analysis will be estimated from the available subsurface information. The results of the analysis will identify which parameters are critical to the results. A determination can then be made if it is necessary to refine the critical parameter with a field investigation program.

The stability analyses will be based on embankment cross sections developed from the survey data collected during Task 5.

**Concrete Gravity Spillway**

We will perform a simple two-dimensional gravity dam stability analysis of the concrete spillway section for failure against sliding and overturning. We will evaluate the usual (normal), unusual (flood) and extreme (seismic) loading conditions including the flood levels and tailwater elevations. We will use flood level and tailwater elevations based on the 2016 updated hydrologic and hydraulic modeling.

**Summary Report**

We will prepare a summary report describing the method of analysis; soil parameters and water levels used; and the results of the slope stability and seepage analyses.

We will provide the Authority with an editable WORD file, a PDF file, and three (3) hard copies of the draft report for review.

Upon receiving any comments, we will finalize the report and provide the Authority with an editable WORD file, a PDF file, one unbound hard copy and six (6) bound hard copies of the final report.

**Task 3: Table Top Exercise for the Emergency Action Plan (EAP)**

Civil Dynamics will support the Authority staff in organizing and conducting a table top exercise of the EAP. Specifically, we will develop/design a dam emergency scenario and then we will develop supporting documents for participants to use during the exercise.

We will then facilitate the exercise. Following the exercise, we will develop a summary report documenting the exercise along with recommended corrective actions.

**Task 4: Toe Drain Weir Specifications**

Civil Dynamics will utilize the results of Task 6 and the topographic information obtained from Task 5 to identify locations where flow measuring weirs should be installed to monitor the seepage conditions.

We will then develop drawings (location and details) and specifications for the installation of the weirs.

We will provide the Authority with an editable WORD file and a PDF file of the draft documents for review. Upon receiving any comments, we will finalize the documents and provide the Authority with an editable WORD file and a PDF file.

Our scope does not include any bidding assistance or construction phase services for installation of the weirs.

**Task 5: Dam Survey**

Civil Dynamics will conduct a survey of the Clyde Potts Reservoir Dam and surrounding structures. The survey will include:

- the dam,
- the intake structure,
- the spillway and training walls,
- the 8 piezometers,
- the limits of toe drain and filter blanket identified during Task 6,
- all exposed drain cleanouts and pipes,
- drainage swales, and
- the sheet pile wall at the stilling basin.

As part of this task, five reference monuments will be installed for use in monitoring movement of the dam.

We will provide the Authority with a CAD file, a PDF file, and three (3) hard copies of the completed survey plan.

**Task 6: Drainage Blanket and Piezometer Inspection**

Civil Dynamics will inspect the toe drains and drainage blanket to determine the limits, dimensions, composition and current condition of the drainage features.

*This effort will require support from the Authority. Specifically, the Authority will need to provide a small backhoe and personnel to excavate numerous small holes to expose the drainage features.* A Civil Dynamics engineer will be present to document the conditions, collect samples of the drainage materials for laboratory testing of the grain size and then stake the locations for surveying as part of Task 5.

We will also investigate the eight piezometers. Specifically, we will evaluate the functionality of each piezometer by first measuring the depth of the riser and comparing this measurement with the as-built data from 1990. We will then conduct a response test on each piezometer which consists of adding or removing water from the riser pipe and monitoring the time for the water level to return to the pre-test level. We have assumed three days in the field crew of two engineers for this work.

The results of these field investigations will be compiled to provide the Authority with recommendations for repairs, replacement and/or additional drainage features and piezometers. We will prepare a summary report with the data and recommendations.

We will provide the Authority with an editable WORD file and an electronic PDF file of the draft report for review. Upon receiving any comments, we will finalize the report and provide the Authority with an editable WORD file, a PDF file and one bound hard copy of the final report.

**Task 7: Presentations**

Chris Adams of Civil Dynamics will attend two Authority Board Meetings to present the results of the various tasks. This effort will include development of a short presentation and handouts as appropriate.

**2.2 PROPOSED SCHEDULE**

Based on prior correspondence with the Bureau of Dam Safety, the stability analyses need to be submitted with the Formal Inspection Report, which must be completed by December 31, 2017. Based on this fixed date, we are proposing the following schedule for the various tasks:

<u>Schedule</u>	<u>Task</u>
August	Task 1: Formal Dam Inspection
August/September	Task 6: Drainage Blanket and Piezometer Inspection
September	Task 5: Dam Survey
October/November	Task 2: Stability Analyses of Dam and Spillway
November	Task 4: Toe Drain Weir Specifications
November	Submittal of draft reports

Please note that the order of the tasks does not follow the numerical order presented in the RFP. The key reason is we want to be able to survey the location of the test holes conducted as part of Task 6 and then we need the survey data for Task 2 and Task 4.

Task 3 and Task 7 can be conducted at the convenience and/or direction of the Authority.

**2.3 PROPOSED FEE**

Civil Dynamics proposes to provide the scope of work for the seven (7) tasks defined above on a time and materials basis. The estimated labor hours and costs are presented in the following schedule with a Not to Exceed (NTE) total.



Section 2  
**PROPOSED SCOPE, SCHEDULE AND COST**

<b>Task</b>	<b>Estimated Labor Hours</b>	<b>Estimated Labor Cost</b>	<b>Estimated Expenses</b>	<b>NTE Total</b>
Task 1: Formal Dam Inspection	104 hours	\$14,200	\$300	\$14,500
Task 2: Stability Analyses of Dam and Spillway	108 hours	\$14,340	\$200	\$14,540
Task 3: Table Top Exercise for the EAP	56 hours	\$7,840	\$400	\$8,240
Task 4: Toe Drain Weir Specifications	48 hours	\$6,040	\$200	\$6,240
Task 5: Dam Survey	68 hours	\$8,740	\$200	\$8,940
Task 6: Drainage Blanket and Piezometer Inspection	88 hours	\$11,400	\$200	\$11,600
Task 7: Presentations	24 hours	\$3,920	\$200	\$4,120
<b>Estimate Total of Tasks</b>	<b>496 hours</b>	<b>66,480</b>	<b>\$1,700</b>	<b>\$68,180</b>

Work will be billed on a monthly basis according to work completed.

**2.4 FEE SCHEDULE**

A Fee Schedule for the Authority work is attached.

**2.5 EXECUTION OF CONTRACT**

Civil Dynamics is prepared to execute the draft Contract included within the Authority's RFP.

CIVIL  DYNAMICS, inc.

109A County Rte. 515, P.O. Box 760, Stockholm, N.J. 07460-0760  
Phone (973) 697-3496 Fax (973) 697-1678

## 2017 FEE SCHEDULE

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<u>Title</u>	<u>Rate per Hour (\$)</u>
Principal (Legal Support)	235.00
Principal	185.00
Principal Engineer	135.00
Senior Project Engineer	130.00
Project Surveyor	125.00
Project Engineer	120.00
Principal Designer	120.00
Assistant Project Engineer	105.00
Staff Engineer	95.00
Construction Inspector/Field Personnel	95.00
CADD Designer	95.00
Clerical/Administrative	75.00
Survey Crew (two person plus equipment)	220.00

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**EXPENSES:**

Reimbursable expenses shall be billed at cost.

Mileage shall be billed at the Federal rate.

**Section 3**  
**PAST EXPERIENCE AND REFERENCES**

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Civil Dynamics, Inc. is currently or has recently provided professional engineering services for other dams similar to the Clyde Potts Reservoir Dam. Below are five client references where Civil Dynamics performed similar services as those requested in the Request for Proposal.

**Jersey City Municipal Utilities Authority and United Water Jersey City**  
**Boonton Dam**  
**Parsippany Dike**  
**Split Rock Reservoir Dam**

*Scope of work consisted of 2013 and 2014 Regular Inspections and 2007, 2012 and 2015 Formal Inspections and instrumentation review for all three Large, Class I-High Hazard dams.*

Rajiv Prakesh, P.E.  
Jersey City Municipal Utilities Authority  
201-432-3755

John A. Hroncich, P.E., Operations Manager  
Suez Jersey City  
973-335-9806

**New Jersey Water Supply Authority**  
**Manasquan Reservoir System (two dams)**

*Scope of work consisted Formal Inspections and instrumentation review for two Large, Class I-High Hazard dams.*

Marc Brooks, P.E.  
Chief Engineer  
New Jersey Water Supply Authority  
908-638-6121 ext. 255

**City of Newark, Department of Water Sewer Supply**  
**Canistear Reservoir Dam Nos. 1 and 2**  
**Charlotteburg Reservoir Dam and River Wall Dam**  
**Clinton Reservoir Dam and Saddle Dikes**  
**Oak Ridge Reservoir Dam**  
**Cedar Grove Reservoir (West, North and South Dams)**  
**Echo Lake Intake Dam and Spillway Dam**  
**Macopin Reservoir Dam**  
**Cedar Pond Dam**  
**Farber Brook Diversion Dam**  
**Cotter's Brook Diversion Dam**  
**Hank's Pond Dam**

*Scope of work has consisted of Regular and Formal Inspections, Emergency Action Plans, O&M Manuals, hydrologic and hydraulic analysis, rehabilitation design, bidding assistance and construction phase services for these Class I and Class II dams.*

John George, P.E.  
Division of Sewers and Water Supply  
City of Newark  
973-256-4965

**North Jersey District Water Supply Commission**  
**Wanaque Reservoir Dams (10 dams)**  
**Monksville Reservoir Dam**  
**Pompton Lake Dam**  
**Post Brook Dam**

*Member of a two-consultant team whose scope of work consisted of Formal Inspections, including hydrologic and hydraulic review and slope stability reviews for 13 dams.*

Maria M. Alliegro, P.E., LEED AP  
Director, Engineering  
North Jersey District Water Supply Commission  
973-835-5503

Many more references are available on request.

Civil Dynamics, Inc. has been providing engineering services in relation to water resources, dam safety, and environmental engineering since 1986. Through our involvement with over 200 dams, Civil Dynamics has established an outstanding reputation among dam owners and the NJDEP Bureau of Dam Safety and Flood Control. We have provided dam engineering services to the owners of many of the largest dams in New Jersey.

Brief bio-sketches of the key individuals who will participate in the project are presented below.

**Christopher S. Adams, P.E.** is the President of Civil Dynamics, Inc. Mr. Adams will be the Project Manager and primary contact for the Authority for this project. In this role, Mr. Adams will have the overall responsibility for ensuring that the goals and objectives of the project are met in accordance with the needs of the Authority. Mr. Adams will also lead the visual inspection of the dam and participate in each of the tasks.

Mr. Adams has over 36 years of experience in civil engineering relating to water resource projects. Mr. Adams has worked on numerous dams, dikes, tailing dams and weirs at locations across the country. Mr. Adams has a BS in Civil Engineering and a MS in Geotechnical Engineering from the University of Illinois and began his career working on numerous dams and water retention facilities throughout the United States. In the mid 1980's, Mr. Adams moved to New Jersey and continued his dam engineering career by completing the design of the dam, dike and various wetland structures at Manasquan Reservoir in Monmouth County. He has also managed rehabilitation work on Merrill Creek Reservoir, Spruce Run Reservoir, Round Valley Reservoir, Charlotteburg Reservoir Dam, Oak Ridge Reservoir Dam and Clinton Reservoir Dam which are some of the largest dams in New Jersey. Mr. Adams conducted Formal Inspections of the numerous City of Newark water supply dams, the Jersey City water supply dams, the Spruce Run/Round Valley Reservoir Complex and the Manasquan Reservoir System for the New Jersey Water Supply Authority.

As an additional qualification, Mr. Adams is one of a hand-full of engineers qualified by the Federal Energy Regulatory Commission (FERC) to conduct inspections of FERC-regulated dams. *Under this program, Mr. Adams has conducted several comprehensive dam safety inspections of the dams at hydroelectric facilities.*

**Jessica Bergmann, P.E.** a Project Engineer with over 13 years of experience with Civil Dynamics, will also participate in the field inspections to assist in documenting the existing conditions and preparing the reports. Ms. Bergmann has a BS in Civil Engineering from Rutgers University.

Ms. Bergmann has participated in dozens of dam inspections in New Jersey and New York. Ms. Bergmann was Project Manager for the inspection of 31 dams owned by the State of New Jersey in 2014 and 2016. Ms. Bergmann was on the inspection team conducting the Formal Inspections of the 13 North Jersey District Water Supply Commission dams, including the 10 Large dams at the Wanaque Reservoir.

Ms. Bergmann also provides a lead role in developing Emergency Action Plans (EAPs) and Operations and Maintenance Manuals for dams. Ms. Bergmann was part of the Civil Dynamics team that conducted training for the City of Newark personnel and then led an EAP exercise. Ms. Bergmann recently assisted the NJDEP by updating 20 Emergency Action Plans (EAPs) for state-owned dams in 2014.

**Heather German, P.E.** is a Project Engineer with over 10 years of civil and structural engineering experience. Ms. German has a Masters of Civil Engineering from Cornell University and she has varied experience including the design of concrete structures. She will be participating in the stability analyses of the dam and spillway.

**Fred Stewart, P.E., P.L.S.** has over 30 years of diversified professional engineering and land surveying experience. He is responsible for civil engineering and surveying functions as related to dam engineering, land development, subdivision and site planning.

Mr. Stewart is a Professional Engineer, a Professional Land Surveyor, a Certified Municipal Engineer and a Certified Public Works Manager. Mr. Stewart has been a member of New Jersey Society of Professional Land Surveyors since 1991 and held various offices, including President within the Society.

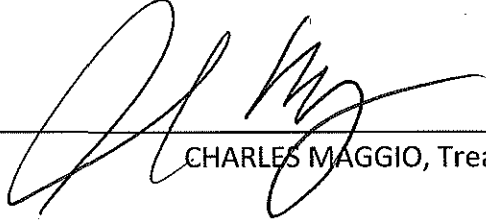
**Allen Bickhardt** has 28 years of professional experience in architectural, mechanical and civil design drafting and on-site construction. His field experience includes construction coordination and estimating. He has extensive experience in the use of the following computer applications: Microstation, Eagle Point Advantage Series for Microstation, Microstation Reprographics, Microsoft Word and Excel.

Working with the Project Engineers, Mr. Bickhardt has prepared numerous design drawings for the DPMC and DEP.

Mr. Bickhardt has also prepared inundation mapping for many Emergency Action Plans. He has prepared mapping in Arc View GIS format in compliance with DEP Bureau of Dam Safety guidelines.

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY  
CERTIFICATION OF VALUE IN EXCESS OF \$17,500 (PAY-TO-PLAY LAW)

The undersigned hereby certifies that the amount of the contract to be awarded to Civil Dynamics, Inc., for professional engineering services associated with the Clyde Potts Water Treatment Plant exceeds \$17,500.



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CHARLES MAGGIO, Treasurer

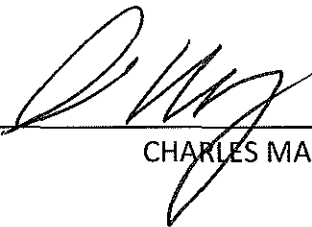
DATED: July 20, 2017

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

TREASURER'S CERTIFICATION

I hereby certify that funds are available in the 2017 Budget for payment of a professional service contract with Civil Dynamics, Inc., for professional engineering services related to a formal inspection of the Clyde Potts Dam. The total maximum amount of this contract will not exceed \$68,180. These items will be charged to the following:

Task	Description	Estimated Labor Hours	Estimated Labor Cost	Estimated Expenses	Not-to-Exceed Total	Treasurer Certification of Funds Available in Accounts Identified Below
1	Formal Dam Inspection	104	\$14,200	\$300	\$14,500	Operating: 02-10-400-610
2	Stability Analyses of Dam and Spillway	108	\$14,340	\$200	\$14,540	Capital: 02-00-500-382 and 421
3	Table Top Exercise for the Emergency Action Plan	56	\$7,840	\$400	\$8,240	Operating: 02-10-400-610
4	Toe Drain Weir Specifications	48	\$6,040	\$200	\$6,240	Capital: 02-00-500-382 and 421
5	Dam Survey	68	\$8,740	\$200	\$8,940	Capital: 02-00-500-382 and 421
6	Drainage Blanket and Piezometer Inspection	88	\$11,400	\$200	\$11,600	Capital: 02-00-500-382 and 421
7	Board Presentations	24	\$3,920	\$200	\$4,120	Capital: 02-00-500-382 and 421

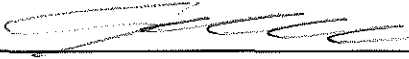
  
 \_\_\_\_\_  
 CHARLES MAGGIO, Treasurer

DATED: July 20, 2017



CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.

  
\_\_\_\_\_  
SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS

STATE HEALTH BENEFITS PROGRAM  
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM

PO BOX 299 TRENTON, NEW JERSEY 08625-0299

RESOLUTION

**A RESOLUTION to adopt the provisions of Chapter 48 (N.J.S.A. 52:14.17.38) under which a public employer may agree to pay for the State Health Benefits Program (SHBP) and/or School Employees' Health Benefits Program (SEHBP) coverage of certain retirees.**

**BE IT RESOLVED:**

- The Southeast Morris County Municipal Utilities Authority 168700  
CORPORATE NAME OF EMPLOYER - COUNTY SHBP/SEHBP ID NUMBER  
hereby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission and School Employees' Health Benefits Commission to implement the provisions of that law.
- This resolution affects employees as shown on the attached Chapter 48 *Resolution Addendum*. It is effective on the 1st day of June, 2017.  
MONTH YEAR
- We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any *Chapter 88 Resolution* or *Chapter 48 Resolution* adopted previously by this governing body.
- We agree that this *Resolution* will remain in effect until properly amended or revoked with the SHBP and/or SEHBP. We recognize that, while we remain in the SHBP and/or SEHBP, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached *Chapter 48 Resolution Addendum* for all employees who qualify for this coverage while this *Resolution* is in force.
- We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this *Resolution*.

**I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the**

The Southeast Morris County Municipal Utilities Authority  
CORPORATE NAME OF EMPLOYER

19 Saddle Road  
ADDRESS

on the 20 day of July, 2017

  
SIGNATURE

Cedar Knolls NJ 07927  
CITY STATE ZIP CODE

Assistant Secretary  
OFFICIAL TITLE

973 326-6880  
AREA CODE TELEPHONE NUMBER

## DIVISION OF PENSIONS AND BENEFITS

### STATE HEALTH BENEFITS PROGRAM — SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM

### RESOLUTION ADDENDUM — CHAPTER 48, P.L. 1999

*Please read instructions on reverse side BEFORE completing this form.*

Effective date of Resolution June 1, 2017  
MONTH YEAR

Form to be used for : Medical  Dental  BOTH   
CHECK APPROPRIATE BOX

Employer Name The Southeast Morris County Municipal Utilities Authority (SHBP ID No. 168700)  
CORPORATE NAME OF EMPLOYER, COUNTY, SHBP/SEHBP IDENTIFICATION NUMBER

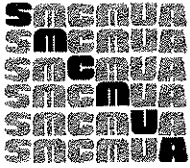
CLASS OF EMPLOYEES Examples: police officers, clerical workers, bargaining unit (PBA,CWA), nonaligned, or individual(s)	N.J.S.A. 52:14-17.38 Provisions Adopted							Premium Payment Retiree's	Premium Payment Dependents	Medicare Reimbursement		Premium Payment Surviving Spouses	Do Benefits Apply To Current Retiree's		If Benefits do not Apply to Current Retiree's Give Effective Date	
	1) Retired on a Disability Pension	2) Retired w/25 or + years of service	2a) Number years service w/employer	3) Retired age 65 + w/25 years service	3a) Number years service w/employer	4) Retired 62 or older w/15 years or more service w/employer	If Yes, Show %	No	If Yes, Show %	No	If Yes, Show %	No	If Yes Show %	No		If Yes Show %
All Union and Non-union Employees hired after May 18, 2017	NO	NO	NO	NO	NO	NO	0%	X		X		X			100%	N/A

**NOTE:** An age requirement is not permitted on option 1, or 2, option 3 and 4 already have an age requirement.

July 20, 2017  
DATE RESOLUTION SUBMITTED

Sidney D. Weiss, Assistant Secretary  
NAME OF CERTIFYING OFFICER

973-326-6880  
AREA CODE AND PHONE NUMBER



**Southeast Morris County Municipal Utilities Authority**

19 SADDLE ROAD • CEDAR KNOLLS, NEW JERSEY 07927 • TEL 973-326-6880 • FAX 973-326-9521

Resolution No. 76-17

**RESOLUTION AUTHORIZING CLOSED SESSION DISCUSSIONS**

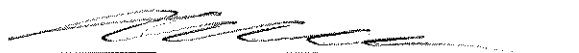
RESOLVED that discussions of:

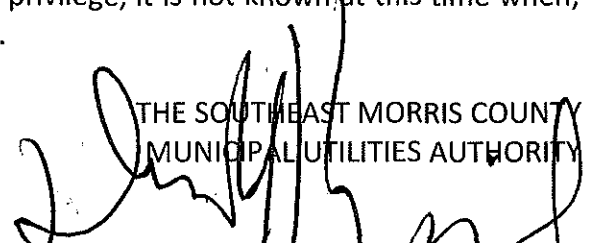
Anticipated litigation over contract dispute with contractor for repair and painting of Picatinny Tank No. 1

be held in closed session pursuant to subsection 7 of Section 12b of the Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.); and be it further

RESOLVED that since the discussions are to be conducted in closed session as permitted by the Act, and may involve questions of attorney/client privilege, it is not known at this time when, or if, the contents of the discussions may be disclosed.

ATTEST:

  
SIDNEY D. WEISS, Assistant Secretary

  
THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
DONALD KISSIL, Chairman

Dated: July 20, 2017

**Board Members**

**Morristown:**  
Mary Dougherty  
Donald Kissil

**Morris Township:**  
Dennis Baldassari  
Alan Johnson

**Morris Plains:**  
William Conradi  
Ralph R. Rotando

**Hanover Township:**  
Saverio C. Iannaccone  
Adolf Schimpf

**Executive Director/Chief Engineer:** Laura Cummings, P.E.

**Superintendent:** Paul A. Kozakiewicz

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on Thursday, July 20, 2017, at a meeting duly convened of said Authority.

  
\_\_\_\_\_  
SIDNEY D. WEISS, Assistant Secretary

Dated: July 20, 2017