

CITY OF VINELAND

RESOLUTION NO. 2015-155

RESOLUTION AUTHORIZING THE CITY OF VINELAND  
TO TAKE IMMEDIATE OWNERSHIP OF AND  
RESPONSIBILITY FOR THE NEW WATER TREATMENT  
SYSTEM FOR WELL NO. 4.

WHEREAS, the City of Vineland has entered into an agreement with the State of New Jersey Department of Environmental Protection (“Department”), under Contract No. ICU-RG2014-01 dated May 6, 2014 (“Contract”), for financial assistance for the installation of a new water treatment system for the removal of Ethylene DiBromide (“EDB”) from Well No. 4; and

WHEREAS, as required by Section XV of executed Contract, precedent to receiving any funds under the Contract or beginning any construction activities, the City of Vineland, known as the CONTRACTOR for the Contract, shall submit to the Department a resolution or certification agreeing to accept immediate ownership of and responsibility for the new water treatment system;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the City of Vineland agrees to accept immediate ownership of and responsibility for the new water treatment system for Well No. 4.

Adopted:

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President of Council

ATTEST:

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City Clerk



Michael Lawler  
VMWU Superintendent  
Mlawler@vinelandcity.org  
www.vinelandcity.org

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## Memorandum

To: Bob Dickenson,  
CC: Joe Isabella  
From: Michael S. Lawler, VMWU Superintendent, CPWM.   
Date: 3/23/15  
Re: Well 4 System ownership Resolution.

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As part of the State Funding requirements for the Water Utility Well 4 EDB treatment project, the City is required to have a resolution or certification in place stating that the City will take **responsibility** and **ownership** of the new water treatment system installed at well 4. Please put this request on the next council agenda,

Please see attached .

Bob Dickenson , BA 

Joe Isabella VMU Dir. 

Thank You

Michael Lawler, Superintendent, CPWM.

**CONFIDENTIAL**



Special arrangements for persons with disabilities may be made if requested in advance by contacting the Business Administrator's office at 856-794-4144.

appropriate commitments made prior to the termination, which were not made in anticipation of termination and cannot be cancelled.

XIII. Use of Funds

The CONTRACTOR agrees that all funds provided pursuant to this contract shall be used solely to satisfy the obligations for which they have been requested, to perform the tasks for which they were allocated in the Approved Budget and Scope of Work approved by the Department, and for no other purpose.

XIV. Availability of Funds

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon availability to the Department of funds appropriated by the State Legislature or otherwise available from State or Federal revenues or other such funding sources as may be available. The Department shall not be held liable for any termination or breach of this contract by the Department because of the absence of available funding.

XV. Ownership of Water System

As a precedent condition to receiving any funds under this contract or beginning any construction activities, the CONTRACTOR shall submit to the Department a resolution or certification agreeing to accept immediate ownership of and responsibility for the new water system.

XVI. Property Interests and Access to Property

The CONTRACTOR shall acquire any access to or interests in real property necessary for the performance of this contract. The Department will assist the CONTRACTOR whenever State owned or controlled property is involved to the extent the Department believes warranted. The CONTRACTOR shall also assure that the State, its agents and representatives, and all subcontractors performing work pursuant to this contract, are granted access to the site of the work performed under this contract.

XVII. Permits

The CONTRACTOR shall secure any necessary local, State and Federal permits required by law for the performance of CONTRACTOR's obligations set forth in this contract. The Department will assist the CONTRACTOR in regard to acquiring State and Federal permits. The CONTRACTOR shall, however, be responsible for developing any models, preparing any material, and making any presentations required by permitting officials. Copies of all permits must be submitted to the Department immediately upon receipt. Fees reasonably incurred

## ATTACHMENT E

### MANDATORY SUBMITTALS

#### A. Contract Deliverables to be submitted with the Executed Contract

1. Approved Ordinance or Resolution duly enacting the governing body of that municipality or county authorizing the contract; Section II A
2. Resolution accepting ownership and responsibility for the water system; Section XV
3. Insurance declaration- statement indicating whether: 1) the CONTRACTOR will provide insurance; or 2) the CONTRACTOR will require the subcontractor(s) to supply required insurance.
4. The CONTRACTOR's Chief Financial Officer's certification of the hourly rates listed in Attachment D.

#### B. Subcontracts: Pre Bid

1. Contractor must submit proposed subcontract agreement to State for concurrence before it is released for bids.; Section VI A
2. Request for bid package is to include a copy of the contract.; Section III B

#### C. Subcontracts: Pre-Award

1. Certification from the Contractor that all reasonable steps to assure that the subcontractors are duly qualified to perform the subject work. Section VI B
2. Certification from the CONTRACTOR's attorney that the CONTRACTOR has duly complied with the Local Public Contracts Law in procuring the subcontractors. Section VI B
3. Submit a copy of the bid specifications. Section VI D
4. Submit a summary of all bids received with the Contractor recommendation of award: Section VI D
5. Letter requesting the State's concurrence with the CONTRACTOR's selection of a subcontractor: Section VI D
6. Insurance: If subcontractor is providing insurance the following proof of insurance must be submitted: Section XVIII
  - a) comprehensive general liability
  - b) auto insurance
  - c) workers compensation
  - d) Architects and Professional Liability Insurance
7. Submit performance and payment bonds: Section XX
8. Submit subcontractor certification: Attachment C