

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONSENT RESOLUTION

Date: December 9, 2014

RESOLVED,

BE IT RESOLVED, that the following Consent Resolution herewith listed having been considered by the Commissioners of this Authority be and are hereby passed and approved.

RESOLUTIONS

- 86-2014 Award of Contract No. 266 – Goffle Road and Midland Park Pump Station Repairs
- 91-2014 Regular Employment – Walter Stefancik, O&M Helper
- 94-2014 Approval of Vouchers, Payroll and Tax Deposits
- ~~95-2014 Approval of TWA, East Gate Pump Station Replacement Project, Borough of Ho-Ho-Kus, New Jersey~~ TABLED
- 96-2014 Rescind of Contract No. 267 – Operations Building Roof Replacement
- 97-2014 Resolution to amend General Counsel Professional Services Contract
- 98-2014 Resolution to amend Consulting Engineer Professional Services Contract
- 99-2014 Resolution to amend Labor Counsel Professional Services Contract
- 100-2014 Resolution Ratifying Emergency Purchases and Contracts Caused By IDI Incinerator Failure
- 101-2014 Resolution authorizing Executive Director to enter into a Professional Services Contract with Valley Health Medical Group regarding the coordination and conduct of Alcohol and Drug Testing Services

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONSENT RESOLUTION

Date: December 9, 2014

MOTIONS

010-2014 Change Order No. 8 – Contract No. 259 – Franklin Lakes Business District Sanitary Sewer


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Salazer	Chewcaskie	Bonagura
Offered		✓							
Seconded	✓								
Aye	✓	✓	✓			✓	✓	✓	
Nay									
Absent				✓	✓				
Abstain									✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 86-2014

Date: December 9, 2014

**AWARD BID – CONTRACT #266
GOFFLE ROAD AND MIDLAND PARK PUMP STATION UPGRADES**

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) solicited bid proposals in connection with Contract No. 266 – Goffle Road and Midland Park Pump Station Upgrades; and

WHEREAS, bid proposals were received by the Authority on October 15, 2014; and

WHEREAS, the bid package requested: (i) a base bid for installation of a force main bypass connection and valve actuators at the Goffle Road pump station and replacement of two pairs of existing parallel pumps with two pairs of vertical pumps connected in a series at the Midland Park pump station; and (ii) an alternate A-1 bid for the installation of a trolley beam at the Midland Park pump station; and

WHEREAS, the Authority desires to award the base bid with the alternate; and

WHEREAS, the total bid amounts which includes alternate A-1 from the three lowest bidders are as follows:

Longo Electrical Mechanical, Inc.	\$506,263.10
Rapid Pump & Meter Services Co., Inc.	\$645,850.00
Coppola Services, Inc.	\$637,000.00; and

WHEREAS, the Authority’s Executive Director, Consulting Engineer and General Counsel have reviewed the bid proposals; and

WHEREAS, the Authority has a set of specified pumps currently installed at the Midland Park pump station creating a substantial investment in facilities, training, replacement parts or complimentary items that warrant reliance on a specific manufacturer or vendor to maintain the value of its investment; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 86-2014

Date: December 9, 2014

AWARD BID – CONTRACT #266
GOFFLE ROAD AND MIDLAND PARK PUMP STATION UPGRADES

WHEREAS, Longo Electrical Mechanical, Inc. indicated it does not intend to provide the specified Aurora pumps but rather to supply American Marsch or Fairbank Nijhuis pumps, neither of which is equal to what was specified, and therefore is deemed non-responsive for the reasons more fully set forth on the review memo of T&M Associates dated December 8, 2014; and

WHEREAS, the Authority's Consulting Engineer has determined that the pumps in Longo's bid are not equivalent to that specified; and

WHEREAS, Rapid Pump and Coppola Services filed responsive bids; and

WHEREAS, after review by the Authority's professional staff, the Authority has determined that the lowest responsible bidder is Coppola Services, Inc.; and

WHEREAS, the Authority certifies that there are sufficient funds available to award this project to Coppola Services, Inc.; and

WHEREAS, the Commissioners of the Authority have determined that it is in the best interest of the Authority to accept the bid of Coppola Services, Inc. for Contract #266.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority that the bid of Coppola Services, Inc. for the total bid amount including alternate A-1 of \$637,000.00 for Contract #266 – Goffle Road and Midland Park Pump Station Upgrades – be and the same is hereby accepted; and be it

FURTHER RESOLVED, that that the Chairman or Vice Chairman of the Authority shall be and is hereby authorized to execute any such contract with Coppola Services, Inc. for Contract #266 on behalf of the Authority, subject to review and approval of the Consulting Engineer and General Counsel.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 86-2014

Date: December 9, 2014

AWARD BID – CONTRACT #266
GOFFLE ROAD AND MIDLAND PARK PUMP STATION UPGRADES

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 9, 2014.


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaheer	Plumley	Salazer	Chewcaskie
Offered		✓						
Seconded	✓							
Aye	✓	✓	✓			✓	✓	✓
Nay								
Absent				✓	✓			
Abstain								
Recuse								

Bonagura

✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2014

Date: December 9, 2014

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of November 2014 and Health Benefits and Dental Benefits transfers for December 2014; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listing on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated December 9, 2014 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$253,482.18

ACCOUNT: Tax Deposit Account
Total: \$112,752.09

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$101,454.19

ACCOUNT: Health Benefits Contribution Employee
Total: \$10,009.38

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2014

Date: December 9, 2014

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

ACCOUNT: Dental Benefits
Total Transfer: \$4,431.13

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$28,264.56

ACCOUNT: DCRP – Employer – October 2014
Total Transfer: \$12.50

ACCOUNT: DCRP – Employee – October 2014
Total Transfer: \$22.92

ACCOUNT: Operating Account
Total: \$309,102.13

ACCOUNT: General Improvement Account
Total: \$126,335.87

ACCOUNT: 2010 WWT Project Account
Total: \$2,864.54

ACCOUNT: 2014 WWT Project Account
Total: \$30,624.00


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelahr	Plumley	Salazer	Chewcaskie
Offered		✓						
Seconded	✓							
Aye	✓	✓	✓			✓	✓	✓
Nay								
Absent				✓	✓			
Abstain								
Recuse								

Bonagura

✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 96-2014

Date: December 9, 2014

**RESCISSION OF CONTRACT NO. 267 –
OPERATIONS BUILDING ROOF REPLACEMENT**

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) solicited bid proposals in connection with Contract No. 267 – Operations Building Roof Replacement; and

WHEREAS, the Authority, pursuant to Resolution No. 78-2014 dated September 16, 2014, determined that VMG Group was the lowest responsible bidder and accepted the bid of VMG Group; and

WHEREAS, NBCUA received a signed contract from VMG Group which has now proposed a change order in excess of 20% of the bid price contending that they misunderstood the bid specifications; and

WHEREAS, change orders of this magnitude are disfavored by the rules promulgated under the Local Public Contracts Law and if the governing body determines the issuance of a change order is not justifiable, a new contract shall be executed in accordance with the Local Public Contracts Law. N.J.A.C. 5:30-11.3(10); and

WHEREAS, the Commissioners do not believe the proposed change order is justifiable as an unforeseen circumstance or differing site condition.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of the Northwest Bergen County Utilities Authority hereby reject the change order proposed by VMG Group and terminate the contract; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 96-2014

Date: December 9, 2014

RESCISSION OF CONTRACT NO. 267 –
OPERATIONS BUILDING ROOF REPLACEMENT

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 9, 2014.


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelahe	Plumley	Salazer	Chewcaskie	<u>Bonagura</u>
Offered		✓							
Seconded	✓								
Ayes	✓	✓	✓			✓	✓	✓	
Nayes									
Absent				✓	✓				
Abstain									✓
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 97-2014

Date: December 9, 2014

**RESOLUTION TO AMEND GENERAL COUNSEL PROFESSIONAL SERVICES
CONTRACT**

WHEREAS, by Resolution 18-2014, the Northwest Bergen County Utilities Authority (the "Authority") identified a number of firms as qualified to perform legal services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 10, 2014; and

WHEREAS, by Resolution No. 23-2014 (the "Original Resolution") the Authority retained the firm of Sokol, Behot & Fiorenzo (the "Sokol Firm") as General Counsel to the Authority and authorized the Chairman to execute a Professional Services Agreement between the Authority and the Sokol Firm; and

WHEREAS, a Professional Services Agreement dated February 4, 2014 between the Authority and the Sokol Firm was executed by the parties thereafter; and

WHEREAS, the Original Resolution and the Professional Services Agreement provides for General Counsel's compensation to be capped at \$60,000.00 and that in the event that it anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

WHEREAS, the Sokol Firm has advised the Authority that due to the litigation, that counsel fees for such matters will cause the overall compensation to the Sokol Firm to exceed \$60,000.00; and

WHEREAS, the Sokol Firm has requested the Authority increase the not to exceed cost for legal services provided by their firm to \$100,000.

NOW, THEREFORE, BE IT RESOLVED, that the Northwest Bergen County Utilities Authority hereby amends the Original Resolution and the Professional Services Agreement with the Sokol Firm to increase the not to exceed amount to \$100,000 due to litigation but subject to the rates and all other terms and conditions of the Original Resolution & Professional Services Agreement; and be it

FURTHER RESOLVED, that this Resolution shall effectively amend the Professional Services Agreement referred to above; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 97-2014

Date: December 9, 2014

RESOLUTION TO AMEND GENERAL COUNSEL PROFESSIONAL SERVICES CONTRACT

FURTHER RESOLVED, that the Original Resolution and the Professional Services Agreement, unless expressly modified, remain in full force and effect.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 9, 2014.


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaheer	Plumley	Salazer	Chewcaskie	<u>Bonagura</u>
Offered		✓							
Seconded	✓								
Aye	✓	✓	✓			✓	✓	✓	
Nay									
Absent				✓	✓				
Abstain									✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 98-2014

Date: December 9, 2014

RESOLUTION TO AMEND CONSULTING ENGINEER PROFESSIONAL SERVICES CONTRACT

WHEREAS, by Resolution 17-2014, the Northwest Bergen County Utilities Authority (the "Authority") identified a number of firms as qualified to perform consulting engineer services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 10, 2014; and

WHEREAS, by Resolution No. 21-2014 (the "Original Resolution") the Authority retained the firm of T&M Associates ("T&M") as Consulting Engineer to the Authority and authorized the Chairman to execute a Professional Services Agreement between the Authority and T&M; and

WHEREAS, a Professional Services Agreement dated February 4, 2014 between the Authority and T&M was executed by the parties thereafter; and

WHEREAS, the Original Resolution and the Professional Services Agreement provides for Consulting Engineer's compensation to be capped at \$85,000.00 and that in the event that it anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

WHEREAS, T&M has advised the Authority that due to the asset management plan and strategic planning, that engineering fees for such services will cause the overall compensation to T&M to exceed \$85,000.00; and

WHEREAS, T&M has requested the Authority increase the not to exceed cost for consulting engineer services provided by their firm to \$128,000.

NOW, THEREFORE, BE IT RESOLVED, that the Northwest Bergen County Utilities Authority hereby amends the Original Resolution and the Professional Services Agreement with T&M Associates to increase the not to exceed amount to \$128,000 due to the asset management plan and strategic planning but subject to the rates and all other terms and conditions of the Original Resolution & Professional Services Agreement; and be it

FURTHER RESOLVED, that this Resolution shall effectively amend the Professional Services Agreement referred to above; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 98-2014

Date: December 9, 2014

RESOLUTION TO AMEND CONSULTING ENGINEER PROFESSIONAL SERVICES CONTRACT

FURTHER RESOLVED, that the Original Resolution and the Professional Services Agreement, unless expressly modified, remain in full force and effect.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 9, 2014.


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaheer	Plumley	Salazer	Chewcaskie
Offered		✓						
Seconded	✓							
Aye	✓	✓	✓			✓	✓	✓
Nay								
Absent				✓	✓			
Abstain								

Bonagura

✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 99-2014

Date: December 9, 2014

**RESOLUTION TO AMEND LABOR COUNSEL PROFESSIONAL SERVICES
CONTRACT**

WHEREAS, by Resolution No. 41-2014 (the “Original Resolution”) the Authority retained the firm of Alterman & Associates, LLC (the “Alterman Firm”) as Labor Counsel to the Authority and authorized the Chairman to execute a Professional Services Agreement between the Authority and the Alterman Firm; and

WHEREAS, a Professional Services Agreement dated March 18, 2014 between the Authority and the Alterman Firm was executed by the parties thereafter; and

WHEREAS, the Original Resolution and the Professional Services Agreement provides for Labor Counsel’s compensation to be capped at \$10,000.00 and that in the event that it anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

WHEREAS, the Alterman Firm has advised the Authority that due to the litigation, the counsel fees for such matters will cause the overall compensation to the Alterman Firm to exceed \$10,000.00; and

WHEREAS, the Alterman Firm has requested the Authority increase the not to exceed cost for legal services provided by their firm to \$23,000.

NOW, THEREFORE, BE IT RESOLVED, that the Northwest Bergen County Utilities Authority hereby amends the Original Resolution and the Professional Services Agreement with the Alterman Firm to increase the not to exceed to \$23,000 due to litigation but subject to the rates and all other terms and conditions of the Original Resolution & Professional Services Agreement; and be it

FURTHER RESOLVED, that this Resolution shall effectively amend the Professional Services Agreement referred to above; and be it

FURTHER RESOLVED, that the Original Resolution and the Professional Services Agreement, unless expressly modified, remain in full force and effect.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 99-2014

Date: December 9, 2014

RESOLUTION TO AMEND LABOR COUNSEL PROFESSIONAL SERVICES CONTRACT

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 9, 2014.


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelاهر	Plumley	Salazer	Chewcaskie	<u>Bonagura</u>
Offered		✓							
Seconded	✓								
Aye	✓	✓	✓			✓	✓	✓	
Nay									
Absent				✓	✓				
Abstain									✓

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 100-2014

Date: December 9, 2014

**RESOLUTION RATIFYING EMERGENCY PURCHASES AND CONTRACTS
CAUSED BY INCINERATOR FAILURE**

WHEREAS, on or about November 26, 2014, the Northwest Bergen County Utilities Authority wastewater treatment plant at Waldwick, New Jersey suffered an incinerator failure, which caused an immediate interruption in the ability to treat sludge; and

WHEREAS, the plant was without ability to incinerate for eight (8) days and had to conduct emergency repairs and transport solids offsite, which was required to be purchased on an emergency basis; and

WHEREAS, Howard Hurwitz, Authority Executive Director, being fully informed in the premises, determined that such failure manifested the clear likelihood that wastewater treatment at the plant would be interrupted, clearly endangering the public health and welfare and filed the necessary Emergency Procurement Report with the Director of Local Government Services (copy attached); and

WHEREAS, in reliance upon the determination of the Executive Director, and for the duration of the said failure, the Northwest Bergen County Utilities Authority arranged for the emergency purchase of contractors and transporters, all in reliance upon N.J.S.A.40A:11-6.

NOW, THEREFORE, BE IT RESOLVED, that the determination of the existence of a public health emergency on and after November 26, 2014 by the Executive Director of the Northwest Bergen County Utilities Authority on account of said equipment failure be and the same is herewith ratified; and it is

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

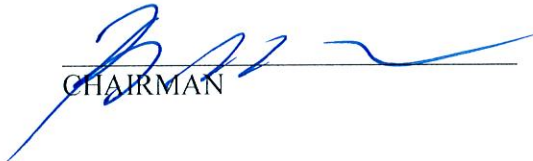
NO. 100-2014

Date: December 9, 2014

RESOLUTION RATIFYING EMERGENCY PURCHASES AND CONTRACTS
CAUSED BY INCINERATOR FAILURE

FURTHER RESOLVED, that all emergency purchases and contracts within the meaning and purview of N.J.S.A.40A:11-6 made by the Authority on account of, and to abate costs incurred by the incinerator failure after November 26, 2014, as the same affected the Authority's wastewater treatment plant and supporting facilities be and the same are confirmed to be emergency purchases and contracts within the meaning of the statute authorizing the same.


SECRETARY


CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Salazer	Chewcaskie
Offered		✓						
Seconded	✓							
Aye	✓	✓	✓			✓	✓	✓
Nay								
Absent				✓	✓			
Abstain								

Bonagura

✓



**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

30 Wyckoff Avenue
at Authority Drive
P.O. Box 255
Walidwick, NJ 07463

Tel: 201.447.2660
Fax: 201.447.0247
www.nbcua.org

EMERGENCY PURCHASE AUTHORIZATION

"Emergency," as used in the Public Contract Law, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Work on all projects must still be done under the auspice of awarding the work to the lowest responsible bidder where possible, except where time and speed are of the essence, or by contract upon informal bids, or by a combination thereof.

When an emergency requires the immediate procurement of supplies, equipment or service, without the taking of formal bids, this emergency authorization shall be attached to the requisition. The requisition and emergency authorization request must be signed by the Department Supervisor and immediately delivered to the Purchasing Department. No work may commence without prior notice to and authorization by the Purchasing Department.

The attached requisition has been submitted for emergency processing based on the justification described below.

DEPARTMENT Incineration REQUISITION NUMBER See Attached

DESCRIPTION OF SERVICES, SUPPLIES OR EQUIPMENT REQUIRED TO PREVENT OR MITIGATE THE EMERGENCY:
Labor, supplies & hauler to repair the IDI Incinerator used for the burning of sewage sludge produced by the wastewater treatment facility.

REASON FOR REQUEST (Statement regarding emergency): Date Emergency Occurred: 11/26/14

Failure to properly manage the solids, for any period of time, leads to decreased efficiency of treatment plant, odors and public health and nuisance issues.

I certify that this emergency poses a clear and imminent danger, requiring immediate procurement of services, supplies or equipment to prevent or mitigate the loss or impairment of life, health, property, or essential public services, and would not have been avoided by due care and diligence.

Joseph Madonia Date 12/5/14
Department Supervisor's signature

[Signature] Date 12/5/14
Purchasing Department Representative or QPA

Francis H. [Signature] Date 12/8/14
Executive Director
(Required on expenditures over \$250,000 or more)

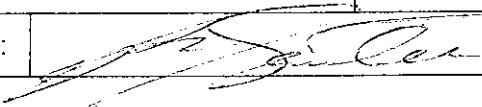
See attached Resolution
Commissioner, NBCUA Board of Commissioners Date

N.J. Division of Local Government Services

EMERGENCY PROCUREMENT REPORT

This report is to be filed by the contracting agent of the public agency with the Director of the Division of Local Government Services within 30 days of the date the emergency contract was issued. Please provide the necessary information to satisfactorily complete the report. Refer to the Instructions accompanying this form and the statutory and regulatory citations on the reverse of this form.

This form is designed to be completed using Microsoft Word; if not completed that way, please print it out.

1. Name of Public Agency:	NW Bergen County Utilities Authority	County:	Bergen
2. Date Emergency occurred:	11/26/14	Time emergency occurred:	8:00 am
3. Date emergency declared:	11/26/14	Time emergency declared:	2:00 pm
4. Agency/department responsible for determining there was an emergency:	Operations		
5. Name and title of the official in charge of that agency:	Robert Genetelli, Superintendent		
6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary): NBCUA's backup incinerator (IDI) fluidizing air blower electrical panel (480V) shorted out and need to be rebuilt to utilize the incinerator. Electrical contractor was called in but unable to do repair do to the need of parts that wer not available on the holiday weekend. NBCUA to protect both public safety and health implemented emergency procedures to remove solids from their treatment facility to remain in compliance with their respective State and Federal permit requirements.			
7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s):	Robert Genetelli, Superintendent		
8. The total (or estimated) cost of providing the goods or performing services was:	<\$85,000		
9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency:			
Spectra Serv Inc.			
Russel Reid			
Weaver Electric			
10. When was the notification reduced to writing and filed with the purchasing agent?	12-5-2012		
11. Has the public agency adopted a "chain of command" procedure pursuant to N.J.A.C.5:34-6.1?	Yes		
This report was completed by (name and title):	Robert M. Genetelli, Superintendent		
Name and Address of agency contact person:	Robert M. Genetelli, 30 Wyckoff Ave, Waldwick NJ 07463		
Signature:			Date: 12-8-2014

Submit by mail or fax to:

Director, Division of Local Government Services
P.O. Box 803
Trenton, New Jersey 08625-0803
Fax: 609-633-6243

Legal Provisions Related to Use of Emergencies

40A:11-6 Emergency contracts

6. Emergency contracts. Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; provided that the awarding of such contracts is made in the following manner:

- a. The official in charge of the agency wherein the emergency occurred, or such other officer or employee as may be authorized to act in place of that official, shall notify the purchasing agent, a supervisor of the purchasing agent, or a designated representative of the governing body, as may be appropriate to the form of government, of the need for the performance of a contract, the nature of the emergency, the time of its occurrence and the need for invoking this section. If that person is satisfied that an emergency exists, that person shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergent needs. Such notification shall be reduced to writing and filed with the purchasing agent as soon as practicable.
- b. Upon the furnishing of such goods or services, in accordance with the terms of the contract, the contractor furnishing such goods or services shall be entitled to be paid therefor and the contracting unit shall be obligated for said payment. The governing body of the contracting unit shall take such action as shall be required to provide for the payment of the contract price.
- c. The Director of the Division of Local Government Services in the Department of Community Affairs shall prescribe rules and procedures to implement the requirements of this section.
- d. The governing body of the contracting unit may prescribe additional rules and procedures to implement the requirements of this section.

N.J.A.C. 5:34-6.1 General requirements (edited as to applicability)

(a) The use of emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 shall be subject to the following requirements:

1. An actual or imminent emergency must exist requiring the immediate delivery of the goods or the performance of the service;...
- ...3. The emergency purchasing procedure may not be used unless the need for the goods or services could not have been reasonably foreseen or the need for such goods or services has arisen notwithstanding a good faith effort on the part of the contracting unit to plan for the purchase of any goods or services required by the contracting unit;
4. The contract shall be of such limited duration as to meet only the immediate needs of the emergency; and
5. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract.

(b) The governing body of each contracting unit shall adopt rules or regulations as appropriate to the contracting unit to ensure that there is a procedure for determining and confirming the existence of an emergency and that the provisions for emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 may be implemented. Such rules or regulations shall include such provisions that ensure that if initially designated individuals are not available, there is a designated chain of command to ensure that there are always appropriate individuals available to make such decisions.

18A:64A-25.6 Emergency purchases and contracts

6. Any purchase, contract, or agreement may be made, negotiated or awarded by a county college without public advertising for bids and bidding therefor, notwithstanding that the cost or contract price will exceed \$25,000* or, commencing January 1, 2003, the amount determined pursuant to subsection b. of section 3 of P.L.1982, c.189 (C.18A:64A-25.3), when an emergency affecting the health, safety or welfare of occupants of college property requires the immediate delivery of the materials or supplies or the performance of the work, provided that such purchases, contracts or agreements are awarded or made in the following manner:

- a. A written requisition for the performance of such work or the furnishing of materials or supplies, certified by the employee in charge of the building, facility or equipment where the emergency occurred, is filed with the contracting agent or his deputy in charge, describing the nature of the emergency, the time of its occurrence, and the need for invoking this section. The contracting agent, or his deputy in charge, being satisfied that the emergency exists, is hereby authorized to award a contract for said work, materials or supplies.
- b. Upon the furnishing of such work, materials or supplies in accordance with the terms of the contract or agreement, the contractor furnishing such work, materials or supplies shall be entitled to be paid therefor and the county college shall be obligated for said payment.
- c. The board of trustees may prescribe rules and procedures to implement the requirements of this section.

* This provision is superseded by the provisions of N.J.S.A. 19:44A-20.4 threshold of \$17,500

**Spectraserv, Inc.
75 Jacobus Ave.
South Kearny, NJ 07032**

Phone: 973-589-0277

FAX: 973-589-0415

Northwest Bergen County U.A.
PO Box 255
30 Wycoff Ave.
Waldwick NJ 07463

Invoice Number: 116339

Invoice Date: 12/04/14

Customer: 600400

Payment Terms: Net 30 Days

Job: 1677 NW Bergen County To Spectraserv - TSDF
Disposal Of Dewatered Sludge

Date	Ticket	Quantity	Item	Price	Total
12/01/14	548928	21.28	Tons of Dry Sludge	\$145.0000	\$3,085.60
		1.00	Transportation Fee	\$500.00	\$500.00
12/01/14	550754	21.50	Tons of Dry Sludge	\$145.0000	\$3,117.50
		1.00	Transportation Fee	\$500.00	\$500.00
12/02/14	541998	20.34	Tons of Dry Sludge	\$145.0000	\$2,949.30
		1.00	Transportation Fee	\$500.00	\$500.00
12/02/14	548851	23.80	Tons of Dry Sludge	\$145.0000	\$3,451.00
		1.00	Transportation Fee	\$500.00	\$500.00
12/03/14	539272	1.00	Tons of Dry Sludge	\$145.0000	.00
		1.00	Transportation Fee	\$500.00	\$500.00
12/03/14	547715	20.79	Tons of Dry Sludge	\$145.0000	\$3,014.55
		1.00	Transportation Fee	\$500.00	\$500.00
12/04/14	548853	20.78	Tons of Dry Sludge	\$145.0000	\$3,013.10
		1.00	Transportation Fee	\$500.00	\$500.00
12/04/14	548854	21.53	Tons of Dry Sludge	\$145.0000	\$3,121.85
		1.00	Transportation Fee	\$500.00	\$500.00
	8	150.02	Totals for Job 1677		\$25,752.90

Please Pay \$25,752.90

**Spectraserv, Inc.
75 Jacobus Ave.
South Kearny, NJ 07032**

Phone: 973-589-0277 FAX: 973-589-0415

Northwest Bergen County U.A.
PO Box 255
30 Wycoff Ave.
Waldwick NJ 07463

Invoice Number: 116295
Invoice Date: 11/30/14
Customer: 600400
Payment Terms: Net 30 Days

Job: 1677 NW Bergen County To Spectraserv - TSDF
Disposal Of Dewatered Sludge

Date	Ticket	Quantity	Item	Price	Total
11/26/14	539262		Tons of Dry Sludge	\$145.0000	.00
		1.00	Transportation Fee	\$500.00	\$500.00
11/26/14	548258	4.69	Tons of Dry Sludge	\$145.0000	\$680.05
		1.00	Transportation Fee	\$500.00	\$500.00
11/27/14	548919	12.33	Tons of Dry Sludge	\$145.0000	\$1,787.85
		1.00	Transportation Fee	\$500.00	\$500.00
11/27/14	548920	14.93	Tons of Dry Sludge	\$145.0000	\$2,164.85
		1.00	Transportation Fee	\$500.00	\$500.00
11/28/14	548921	21.15	Tons of Dry Sludge	\$145.0000	\$3,066.75
		1.00	Transportation Fee	\$500.00	\$500.00
11/28/14	548922	18.68	Tons of Dry Sludge	\$145.0000	\$2,708.60
		1.00	Transportation Fee	\$500.00	\$500.00
11/29/14	548924	20.73	Tons of Dry Sludge	\$145.0000	\$3,005.85
		1.00	Transportation Fee	\$500.00	\$500.00
11/29/14	548925	19.30	Tons of Dry Sludge	\$145.0000	\$2,798.50
		1.00	Transportation Fee	\$500.00	\$500.00
11/30/14	548926	21.11	Tons of Dry Sludge	\$145.0000	\$3,060.95
		1.00	Transportation Fee	\$500.00	\$500.00
11/30/14	548927	20.81	Tons of Dry Sludge	\$145.0000	\$3,017.45
		1.00	Transportation Fee	\$500.00	\$500.00
	10	153.73	Totals for Job 1677		\$27,290.85

Please Pay \$27,290.85



GROOME INDUSTRIAL SERVICE GROUP

Surface Prep & Coatings Division • Door & Mechanical Systems Division
Industrial Cleaning & Support Division • SCR & CO Catalyst Maintenance Division

Accounts Payable
Northwest Bergen Utilities
30 Wyckoff Avenue
PO Box 255
Waldwick, NJ 07463

Invoice #
701214-01
Date
12/5/2014

PO No.	Terms	Document No.	Due Date
Joe Giovannoli	Net 30	G14-1997	1/4/2015
Description	Qty.	Rate	Extension
Provided supervision, labor, equipment, material and PPE to perform emergency vac support in Waldwick, NJ.			
Journeyman Straight Time Hours	6	34.50	207.00
Operator Straight Time Hours	7	39.25	274.75
Guzzler Vac Truck	7	85.00	595.00
Guzzler Vac Truck - Fuel (Market Rate)	7	40.00	280.00
PPE Supplies		65.00	65.00
Vac Expendables		680.25	680.25
	Subtotal		\$2,102.00
	Sales Tax (0.0%)		\$0.00
<i>If payment is not received by Due Date, 1.5% will be charged monthly to your account. Please contact Carol Tepper by e-mail at ctepper@groomeindustrial.com if there is any conflict.</i>		Total	\$2,102.00

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 101-2014

Date: December 9, 2014

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A
PROFESSIONAL SERVICES CONTRACT WITH VALLEY HEALTH MEDICAL GROUP
REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING
SERVICES**

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, on or about December 8, 2014; the Superintendent of the Authority received a proposed contract from Valley Health Medical Group of Paramus, New Jersey relating to the providing of professional services to the Authority in connection with a drug and alcohol testing policy at the Authority, as well as the training and screening of, among others, Authority employees who are holders of Commercial Drivers Licenses; and

WHEREAS, the fees for such services provided by Valley Health Medical Group of Paramus will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

WHEREAS, the services to be performed by Valley Health Medical Group qualify as "professional services" under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), and therefore the contract for same can be awarded by the Authority without public advertisement for bids; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Health Medical Group of Paramus to be retained in this regard effective January 1, 2015 to December 31, 2015.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 101-2014

Date: December 9, 2014

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY HEALTH MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Executive Director of the Authority be and is hereby authorized to take all reasonable and necessary steps to cause the Authority to enter into a mutually satisfactory Professional Services Contract with Valley Health Medical Group of Paramus for 2015 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.


 SECRETARY


 CHAIRMAN

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaheer	Plumley	Salazer	Chewcaskie
Offered		✓						
Seconded	✓							
Aye	✓	✓	✓			✓	✓	✓
Nay								
Absent				✓	✓			
Abstain								

Bonagura

✓

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Ste 504, Paramus, NJ 07652 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of January 1, 2014, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The MUNICIPALITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, its agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

MUNICIPALITY RESPONSIBILITIES

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Selection/provision of drug testing collections MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Selection/provision of drug testing laboratory services MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Random selection for drug and/or alcohol testing MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Other (specify): _____ MUNICIPALITY _____ PROVIDER _____ NOT APPLICABLE _____

Other (specify): _____ MUNICIPALITY _____ PROVIDER _____ NOT APPLICABLE _____

Additional:

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1st of the contract year. Reconciliation will be done in the first quarter of the following year based on the number of drivers on the list provided by the Municipality in the fourth quarter of the contract year. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2015, and terminating on December 31, 2015. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VMG:

Paul Gresko
Director, OHS

With a copy to:

Robin Goldfisher
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

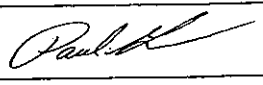
Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

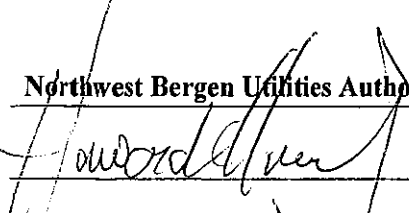
INSURANCE:

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.

- B. **MUNICIPALITY INSURANCE:** MUNICIPALITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the MUNICIPALITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the MUNICIPALITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: VMG
 By: 
 Title: Director, OHS
 Date: 12/2/14

MUNICIPALITY: Northwest Bergen Utilities Authority
 By: 
 Title: Executive Director
 Date: 12/11/14

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

MUNICIPALITY agrees to pay PROVIDER \$ 66.00 per driver for DOT drug test (UDS) and DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

MUNICIPALITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

MUNICIPALITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

MUNICIPALITY agrees to pay PROVIDER \$ 67.00 per non-covered UDS

MUNICIPALITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fee to include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Driver Information Packets.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT Certification: 35781

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 FEB 2015 - 15 APR 2016

THE VALLEY HOSPITAL
223 NORTH VAN DIEN AVENUE
RIDGEWOOD NJ 07450



Andrew P. Sidamon-Eristoff
State Treasurer



NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

MOTION

No. 010-2014

Date: December 9, 2014

Motion to approve Change Order No. 8 for Underground Utilities Corporation as prepared by T&M Associates for Contract No. 259, Franklin Lakes Business District Sanitary Sewer, in a net increase amount of \$24,197.60 for Change of Transducer from an ultrasonic to submerged and for the service calls, temporary controls and submersible transducer rental.

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaheer	Plumley	Salazer	Chewcaskie	<u>Bonagura</u>
Offered	✓								
Seconded			✓						
Aye	✓	✓	✓			✓	✓	✓	
Nay									
Absent				✓	✓				
Abstain									✓