

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. CS-NOV-2015

Date: November 10, 2015

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY TO ENTER CLOSED SESSION PURSUANT
TO THE OPEN PUBLIC MEETINGS ACT**

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 to 10:4-21, requires that meetings of public bodies shall be open to the public at all times, except that the public body may exclude the public only from that portion of a meeting at which the public body discusses matters set forth in N.J.S.A. 10:4-12b; and

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") Board of Commissioners intends to hold a closed meeting on the following subject matters which are authorized by N.J.S.A. 10:4-12b:

1. Potential Litigation – Contract No. 266 – Goffle Road and Midland Park Pump Station Upgrades

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Board of Commissioners shall meet in closed session on November 10, 2015, to discuss the above-referenced matters.
3. The minutes, or parts thereof, of the closed session discussion may be disclosed to the public upon the determination by the Board of Commissioners that the public interest will no longer be served by such confidentiality.
4. This Resolution shall be effective immediately.

ADOPTED: November 10, 2015

[illegible]

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONSENT RESOLUTION

Date: November 10, 2015

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

- | | |
|---------|--|
| 89-2015 | Approval of Vouchers, Payroll and Tax Deposits |
| 90-2015 | Authorization to enter into a Shared Services Agreement with the Borough of Midland Park |
| 91-2015 | Authorization to enter into an Agreement with the County of Bergen, Department of Health Services |
| 92-2015 | Proposed Sanitary Sewer Extension – D&R Waldwick, LLC, 41 West Prospect Street, Block 129, Lot 7, Borough of Waldwick, NJ |
| 93-2015 | Resolution authorizing Salary Adjustments for QPA and Human Resource Officer |
| 94-2015 | Resolution to Engage the Services of T&M Associates to Provide the Engineering Professional Services required for the Aeration and Waste Sludge Pumping Improvements Project |
| 95-2015 | Resolution authorizing the Purchase of Replacement Parts from Schwing Bioset, Inc. for the Authority's Schwing Pumps |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONSENT RESOLUTION

Date: November 10, 2015

96-2015 Adoption of Strategic Plan

97-2015 Approval of Change Order No. 1 – Contract No. 262 – Primary Clarifier Sludge Collection Rehabilitation


SECRETARY


CHAIRMAN

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2015

Date: November 10, 2015

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 October 2015 and Health Benefits and Dental Benefits transfers for November 2015; 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 November 10, 2015 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$197,177.04

ACCOUNT: Tax Deposit Account
Total: \$90,951.53

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$109,599.09

ACCOUNT: Health Benefits Contribution Employee
Total: \$9,131.89

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2015

Date: November 10, 2015

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

ACCOUNT: Dental Benefits
Total Transfer: \$4,199.80

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$30,203.07

ACCOUNT: Operating Account
Total: ~~\$286,991.30~~ **\$285,591.30** (285)

ACCOUNT: General Improvement Account
Total: \$76,892.62

ACCOUNT: 2014 WWT Project Account
Total: \$8,278.43

ACCOUNT: 2015 WWT Project Account
Total: \$387,076.49


SECRETARY


CHAIRMAN

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2015

Date: November 10, 2015

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF MIDLAND PARK**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Midland Park (the "Borough") had entered into an Shared Services Agreement on October 11, 2014 with a termination date of October 10, 2015 for the Authority to act as the New Jersey Licensed Operator for the Borough; and

WHEREAS, the Borough has adopted its Resolution No. 6-15 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year subject to the terms and conditions set forth in said agreement attached hereto.

NOW THEREFORE, BE IT

RESOLVED, the Northwest Bergen County Utilities Authority agrees to enter into a Shared Services Agreement with the Borough of Midland Park for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2015

Date: November 10, 2015

AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF MIDLAND PARK

FURTHER RESOLVED, that the Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Midland Park annexed hereto and made a part thereof.

I hereby certify 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 November 10, 2015.


SECRETARY


CHAIRMAN

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

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 24 day of September, 2015, by and among:

THE BOROUGH OF MIDLAND PARK, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Midland Park" and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Midland Park and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Midland Park the services of a licensed sewer operator, and

WHEREAS, Midland Park has adopted Resolution # 6-15 which authorizes Midland Park to enter into an agreement with the NBCUA, for the services of a licensed sewer operator as requested.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Midland Park and the NBCUA for the purpose of defining and specifying the obligations of the parties and the Borough of Midland Park and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40:8A-3 and N.J.S.A. 40:8A-4, both the Borough of Midland Park and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.

2. The duration of this Agreement shall be for a period of one (1) year following the commencement date and will supersede any previously agreed upon agreement between the Borough of Midland Park and NBCUA for the services of a licensed sewer operator. The commencement date shall be October 11, 2015.

3. The NBCUA shall provide the following services to the Borough of Midland Park:

A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Midland Park.

4. In consideration for the services to be rendered by the NBCUA to Midland Park, pursuant to Paragraph 3 above, the Borough of Midland Park shall pay the NBCUA four (4) equal installments of \$800.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$3,200.00

5. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.

6. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.

7. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Midland Park. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Midland Park, as applicable.

8. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping station.

9. The effective date of this Agreement shall be October 11, 2015 and the expiration shall be October 10, 2016.

13. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.

14. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:

BOROUGH OF MIDLAND PARK

Odeline M. Hanna

By: Satish K. Hogan

Date: 9/24/15

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
CHAIRMAN

Date: _____

**BOROUGH OF MIDLAND PARK
RESOLUTION #006-15
JANUARY 8, 2015
REORGANIZATION**

(2015 Borough Professionals)

WHEREAS, a need exists for professional services for the Borough of Midland Park for the calendar year 2015 and

WHEREAS, funds are available for such services and have been properly appropriated in the temporary Local Municipal Budget; and

WHEREAS, N.J.S.A. 40A:11-1, (Local Public Contracts Law) allows municipalities to contract for such professional services without the drawing of specifications for the receipt of competitive bids,

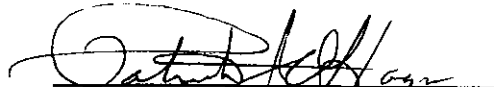
NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Midland Park that the following appointments for professional services for the year 2015 be and are hereby approved.

The appointment of the following professionals is hereby authorized and directed:

Stephen Puntasecca	-	Municipal Risk Manager
N.W.B.C.U.A.	-	Licensed Sewer Operator Services
Steve Rogut, Esq.	-	Bond Counsel
(Rogut McCarthy Troy LLC)		
Northwest Regional	-	Health Services (Board of Health)
Health Commission		

BE IT FURTHER RESOLVED, by the Council of the Borough of Midland Park that aforementioned appointments for professional services be published in accordance with the Local Public Contracts Law.


Adeline M. Hanna, Administrator/Clerk


Patrick J. O'Hagan, Mayor

Member	Motion	Second	Aye	Nay	Abstain	Absent
DeLuca			✓			
Braunius	✓		✓			
Considine			✓			
Peet			✓			
Pruiksmas			✓			
Holst		✓	✓			

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2015

Date: November 10, 2015

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY
OF BERGEN, DEPARTMENT OF HEALTH SERVICES**

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority"), through the provisions of NJSA 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

WHEREAS, the Authority and the County of Bergen, Department of Health Services, (the "BCDHS") had entered into a Professional Agreement for the duration of January 1, 2014 to December 31, 2015 for the BCDHS to provide the above mentioned services; and

WHEREAS, the Authority desires to appoint and retain the BCDHS as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority; and

WHEREAS, the Authority desires to enter into a new Professional Agreement with the BCDHS for these services for a period of two years commencing January 1, 2016 and terminating December 31, 2017 at a rate of \$18.00 per employee per year.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the Authority is hereby authorized to enter into an agreement appointing and retaining the County of Bergen, Department of Health Services as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority for the fee as set forth above for the duration of January 1, 2016 to December 31, 2017; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION


No. 91-2015

Date: November 10, 2015

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY
OF BERGEN, DEPARTMENT OF HEALTH SERVICES**

FURTHER RESOLVED, that the Executive Director of this Authority is hereby authorized to sign such contract.

I hereby certify 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 November 10, 2015.


Secretary


Chairman

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



2016-2017

BERGEN COUNTY DEPARTMENT OF
HEALTH SERVICES
AGREEMENT FOR BLOODBORNE
PATHOGEN PROGRAM
FOR
NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

2016-2017
BLOODBORNE PATHOGEN PROGRAM PROFESSIONAL AGREEMENT
BETWEEN THE
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AND
COUNTY OF BERGEN

THIS AGREEMENT made this _____ day of _____, 20____, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Northwest Bergen Utilities Authority which has offices located at 30 Wyckoff Drive, PO Box 255, Waldwick, NJ 07463, County of Bergen State of New Jersey (hereinafter referred to as the "Northwest Bergen County Utilities Authority").

WHEREAS, the Northwest Bergen County Utilities Authority, through the provisions of N.J.S.A. 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

WHEREAS, Bergen County Resolution #_____ as adopted by the Bergen County Board of Chosen Freeholders, dated _____ authorizes the County Executive to enter into an agreement with Northwest Bergen County Utilities Authority; and

WHEREAS, the BCDHS is experienced in the provision of Bloodborne Pathogen Compliance Programs;

NOW, THEREFORE, IT IS AGREED by and between the Northwest Bergen County Utilities Authority and the BCDHS as follows:

- I. APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Northwest Bergen County Utilities Authority.
- II. TERM.** The term of this Agreement shall commence on January 1, 2016 and shall continue in accordance with the terms and conditions of this Agreement, terminating on December 31, 2017.

III. TERMINATION OF AGREEMENT.

- A.** The BCDHS may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY.

- B. The Northwest Bergen County Utilities Authority may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.

IV. AFFIRMATIVE ACTION. During the performance of this contract, the BCDHS agrees as follows:

The BCDHS, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their, age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not 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 BCDHS, 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, sex, affectional or sexual orientation.

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

The BCDHS, 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 the time to time and the Americans with Disabilities Act.

The BCDHS agrees to make attempt in good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The BCDHS 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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The BCDHS agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and

court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The BCDHS shall furnish such reports or other documents to the Division of Contract Compliance and Equal Employment Opportunity in Public Contraction as may be requested by the office from time to time in order to carry out the purpose of these regulations. The agencies shall furnish such information as may be requested by the Division of Contract Compliance and Equal Employment Opportunity in Public Contraction for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

- V. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- VI. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.
- VII. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY and the BCDHS.
- VIII. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- IX. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- X. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Northwest Bergen County Utilities Authority.

- XI. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XII. NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Northwest Bergen County Utilities Authority.
- XIII. INSURANCE.** Except as elsewhere provided herein, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Northwest Bergen County Utilities Authority:
- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
 - B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;
 - C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired and non-owned automobiles; and
 - D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per occurrence.

Failure by the BCDHS to supply such written evidence shall result in default;

The insurance companies for the above coverage must be licensed, solvent, and acceptable to the Northwest Bergen County Utilities Authority. BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Northwest Bergen County Utilities Authority approval. Maintenance of insurance under this section shall not relieve BCDHS of any liability greater than the insurance coverage.

- XIV. INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Northwest Bergen County Utilities Authority. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.
- XV. INDEMNIFICATION AND HOLD HARMLESS.** BCDHS shall indemnify and hold harmless the Northwest Bergen County Utilities Authority from any and all claims, suits, demands, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Northwest Bergen County Utilities Authority, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Northwest Bergen County Utilities Authority, and the BCDHS shall hold the Northwest Bergen County Utilities Authority harmless from same;

The Northwest Bergen County Utilities Authority, shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the Northwest Bergen County Utilities Authority, its employees and agents, in connection with all activities undertaken by the Northwest Bergen County Utilities Authority pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or omission of the Northwest Bergen County Utilities Authority, shall not be the responsibility of the BCDHS, and the Northwest Bergen County Utilities Authority shall hold the BCDHS harmless from same;

XVI. OWNERSHIP OF RECORDS.

- A. All records and data of any kind relating to the Northwest Bergen County Utilities Authority shall belong to the Northwest Bergen County Utilities Authority, and shall be surrendered to the Northwest Bergen County Utilities Authority upon expiration of the term covered by this Agreement or other termination of this Agreement;
- B. BCDHS will maintain training records for periodic electronic transfer to Northwest Bergen County Utilities Authority. The Northwest Bergen County Utilities Authority will then maintain the electronically transferred training records for three (3) years from the training date as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogen Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard.
- C. Information released to the BCDHS by the Northwest Bergen County Utilities Authority for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVII. NOTICE. Notice under this Agreement shall be sent to:

County of Bergen, Department of Health Services
One Bergen County Plaza, 4th floor
Hackensack, NJ 07652
and

Northwest Bergen County Utilities Authority
30 Wyckoff Drive, PO Box 255
Waldwick, NJ 07463

XVIII. SERVICES.

The BCDHS agrees to provide the following services:

- A. Identify and provide a Bloodborne Pathogen Compliance Coordinator to serve as the primary contact to the Northwest Bergen County Utilities Authority for program oversight.

- B. Provide and conduct Bloodborne Pathogen Training to all employees at risk for occupational exposure to bloodborne pathogens. These trainings will occur through the BCDHS'S online program and supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ.
- C. Assure the online training course and supplemental live trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
- D. Provide the electronic record keeping for the Northwest Bergen County Utilities Authority and periodically forward updated rosters to the Northwest Bergen County Utilities Authority's bloodborne pathogen contact person. This electronic record will list trained employees, those still in need of training and the Hepatitis B Vaccine status of each participant.
- E. Administer the Hepatitis B Vaccine and, if indicated, provide post vaccine antibody titer-test follow up. Clinic site and schedule to be determined by the BCDHS. Training must be completed prior to vaccination.
- F. Provide Exposure Control Plan development and updating for each Northwest Bergen County Utilities Authority.
- G. Provide guidance and resources as needed to assist the Northwest Bergen County Utilities Authority in overall program implementation including best work practices, personal protective equipment and engineering controls.
- H. Provide post exposure support, guidance, and counseling.
- I. Conduct site visits upon request by Northwest Bergen County Utilities Authority to assure compliance with the NJ PEOSH Standard.

The Northwest Bergen County Utilities Authority agrees to comply with the following:

- A. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen contract for the BCDHS.
- B. Provide follow up of employees in need of training or in need of Hepatitis B Vaccine scheduling as per roster generated by the BCDHS.
- C. Maintain the electronic records for Bloodborne Pathogen training and Hepatitis B vaccination forwarded by the BCDHS according to the NJ PEOSH Standard.

XIX. COMPENSATION. (Two Elements)

- A. The BCDHS shall provide an all-inclusive bloodborne package:
 - 1. Annual online training access for all designated at-risk employees
 - 2. Supplemental classroom trainings at One Bergen County Plaza

3. The electronic record-keeping for the Northwest Bergen County Utilities Authority
 4. Monitoring and follow up for NJ PEOSH compliance
 5. Hepatitis B vaccination administration
 6. Hepatitis B post-vaccine antibody testing follow up if applicable
 7. Exposure Control Plan development and updates
 8. Post-exposure guidance and counseling.
- B. The Northwest Bergen County Utilities Authority shall pay \$18.00 per each trained employee for these above mentioned ALL-INCLUSIVE Bloodborne Pathogen services.
- C. The Northwest Bergen County Utilities Authority shall pay the BCDHS \$62.00 per dose of Hepatitis B Vaccine, the at-cost vaccine price, administered by BCDHS. The three (3) dose series cost per participant will be \$186.00
- D. The Northwest Bergen County Utilities Authority will be responsible for payment of lab fees if titer-testing is indicated.

The BCDHS shall invoice the Northwest Bergen County Utilities Authority for trainings and vaccinations according to the following schedule:

- i. Bloodborne Pathogen vaccinations rendered January – June will be invoiced July with payment due August 31st.
- ii. Bloodborne Pathogen vaccinations rendered July-- December will be invoiced in January with payment due February 28th.
- iii. At risk employee population will be invoiced on the January-June statement

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

XX. SPECIAL SERVICES RELATING TO COMPENSATION. The compensation or service fee set forth in Section XIX of this Agreement includes the following special provisions:

- A. All educational, administrative and support staff necessary to fulfill the duties and responsibilities of BCDHS outlined in this Agreement;
- B. All software and hardware supplied by the BCDHS used to manage the Northwest Bergen County Utilities Authority's program are understood as being and shall remain the property of the BCDHS. All data and records pertaining to the business activities of the Northwest Bergen County Utilities Authority shall however be the property of the Northwest Bergen County Utilities Authority. A complete and current copy of all such data and records shall be supplied upon the request of the Northwest Bergen County Utilities Authority.

XXI. BCDHS REPRESENTATIVE. BCDHS's designated representative is Dr. Nancy L. Mangieri, DNP. The BCDHS shall not permanently change its designated representative without written notification to the Northwest Bergen County Utilities Authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to pursuant to duly adopted resolutions of their governing bodies, passed for that purpose

SIGNATURES BELOW:

**PLEASE PLACE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY SEAL
OVER ATTESTING SIGNATURE**

ATTESTING SIGNATURE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

**James J. Tedesco III
County Executive**

Date: _____

Date: _____

By: _____

**Dr. Nancy L. Mangieri, DNP
Director/Health Officer**

Date: _____

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2015

Date: November 10, 2015

**PROPOSED SANITARY SEWER EXTENSION – D & R WALDWICK, LLC
41 WEST PROSPECT STREET, BLOCK 129, LOT 7
BOROUGH OF WALDWICK, NEW JERSEY**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by D&R Waldwick, LLC (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at Block 129, Lot 17, in the Borough of Waldwick, New Jersey (hereinafter referred to as the “Project”); and

WHEREAS, the Project proposes to provide sanitary sewer service to a proposed mixed use development consisting of 111 apartment units and 1,076 Square Feet of retail space at the site of the former DeMartini Coal & Lumber, Inc. in Waldwick, New Jersey; and

WHEREAS, the property previously had an estimated flow of 1,676 gpd and this project would increase the flow by 17,833 gpd, bringing the average daily flow for this proposed project to 19,293 gpd, or 88 additional non-residential EDUs; and

WHEREAS, the Authority’s technical advisor has reviewed the application and the documents and drawings submitted in support thereof and, by memorandum dated October 27, 2015 has recommended that the Authority approve the Project, subject to fulfillment of certain terms and conditions; and

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application of D & R Waldwick, LLC for approval of a proposed sanitary sewer extension to be located at Block 129, Lot 7 in the Borough of Waldwick, New Jersey be approved upon condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of Borough of Waldwick;
2. The installation of the sewers and appurtenances be inspected and approved by the Borough of Waldwick;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2015

Date: November 10, 2015

**PROPOSED SANITARY SEWER EXTENSION – D & R WALDWICK, LLC
41 WEST PROSPECT STREET, BLOCK 129, LOT 7
BOROUGH OF WALDWICK, NEW JERSEY**

3. Observation and approval by the Authority of infiltration/exfiltration testing, with the Authority to receive 2 days advanced notice prior to the testing of all newly constructed sewers;
4. Reimbursement to the Authority by the applicant for all engineering expenses incurred by the Authority for inspection and final testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005 "Certification for approval by the Local Agency";
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2015

Date: November 10, 2015

PROPOSED SANITARY SEWER EXTENSION – D & R WALDWICK, LLC 41 WEST PROSPECT STREET, BLOCK 129, LOT 7 BOROUGH OF WALDWICK, NEW JERSEY

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction there over.

I hereby certify 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 November 10, 2015.


SECRETARY


CHAIRMAN

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2015

Date: November 10, 2015

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY AUTHORIZING SALARY ADJUSTMENTS TO SPECIFIC
EMPLOYEES FOR ADDITIONAL DUTIES**

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") requires the services of a Qualified Purchasing Agent ("QPA"); and

WHEREAS, the Authority's Superintendent, Robert Genetelli, has served as the Authority's QPA since 2010; and

WHEREAS, Mr. Genetelli has performed all of the tasks of a QPA in addition to his duties as the Authority's Superintendent; and

WHEREAS, it is appropriate to compensate Mr. Genetelli for performing the additional duties of a QPA; and

WHEREAS, the Authority requires the services of a Human Services officer; and

WHEREAS, the Authority's Assistant Executive Director, James Rotundo, has been performing the duties of a Human Services officer in addition to his duties as Assistant Executive Director; and

WHEREAS, it is appropriate to compensate Mr. Rotundo for performing the additional duties of a Human Resources officer; and

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to increase the annual salary of Robert Genetelli in the amount of \$6,000, from \$126,017 to 132,017, for performing the duties of a QPA effective January 1, 2016.
3. The Authority is hereby authorized to increase the annual salary of James Rotundo in the amount of \$5,000, from 79,201 to \$84,201, for performing the duties of a Human Resources officer effective January 1, 2016.
4. **BE IT FURTHER RESOLVED** that these increases in annual salary shall remain in effect so long as the individuals continue to perform the stated additional duties, and
5. **BE IT FURTHER RESOLVED** that employees receiving these salary adjustments shall not be eligible for receiving annual stipends to perform the duties of QPA and Human Resource Officer.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2015

Date: November 10, 2015

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY AUTHORIZING SALARY ADJUSTMENTS TO SPECIFIC
EMPLOYEES FOR ADDITIONAL DUTIES**

ADOPTED: November 10, 2015

I hereby certify 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 November 10, 2015.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

	Bonagura	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelahe	Plumley	Salazer	Chwaskie
Offered					✓				
Seconded				✓					
Aye	✓			✓	✓		✓	✓	✓
Nay									
Absent		✓	✓			✓			
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2015

Date: November 10, 2015

**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE
ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE AERATION AND WASTE
SLUDGE PUMPING IMPROVEMENTS PROJECT AT THE AUTHORITY'S WASTEWATER
TREATMENT PLANT**

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") is in the process of making aeration and waste sludge pumping improvements at the Authority's wastewater treatment plant (hereafter referred to as the "Project"); and

WHEREAS, the Authority intends for this Project to be funded with loan assistance from the New Jersey Environment Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in the New Jersey Register through June, 2005; and

WHEREAS, the Authority requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the Project; and

WHEREAS, T&M Associates, the Authority's current Engineer has developed the attached proposal to perform these services and other ancillary services at hourly rates set forth in the proposal, and at a cost not to exceed \$170,000.00; and

WHEREAS, it is in the Authority's best interests for T&M Associates to provide these services, in accordance with the terms set forth in the attached proposal; and

WHEREAS, the Authority hired T&M Associates to serve as Authority Engineer for the fiscal year 2015 in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) as well as federal procurement rules and regulations (40 U.S.C. 1101 et seq.); and

WHEREAS, prior to hiring T&M Associates as Authority Engineer, the Authority published a Request for Qualifications ("RFQ") in its official newspaper on January 16, 2015, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, as a result of that RFQ response, ten (10) responses were received; and

WHEREAS, the Authority evaluated the proposals received based on established criteria made available to all respondents and appointed T&M Associates as its Engineer at its February 17, 2015 Commissioners' Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2015

Date: November 10, 2015

**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE
ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE AERATION AND WASTE
SLUDGE PUMPING IMPROVEMENTS PROJECT AT THE AUTHORITY'S WASTEWATER
TREATMENT PLANT**

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with T&M Associates to provide the Engineering and Professional Services required for Aeration and Waste Sludge Pumping Improvements Project at the Authority's Wastewater Treatment Plant.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement.
3. The Secretary is directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

I hereby certify 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 November 10, 2015.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

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

Bonagura

✓

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, by and between:
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ,
with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ
hereinafter referred to as the "OWNER,"

AND

T&M ASSOCIATES, Consulting and Municipal Engineers, 11 Tindall Road,
Middletown, NJ 07748, hereinafter referred to as the "ENGINEER."

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the Aeration and Waste Sludge Pumping Improvements Project, hereinafter referred to as the "PROJECT" at the Authority Wastewater Treatment Plant in the Borough of Waldwick for the OWNER; and

WHEREAS, it is the intention of the OWNER that this project be funded with loan assistance from the New Jersey Environment Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in the New Jersey Register through June, 2005.

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and premises hereinafter contained, the OWNER and ENGINEER hereby agree as follows:

SECTION A – ENGINEERING SERVICES

The ENGINEER agrees to perform the various professional engineering services required for contract administration and resident inspection during the construction phase of the PROJECT. The ENGINEER agrees to serve as the OWNER's professional engineering representative in all phases of this project, including, but not limited to, meetings, construction inspection and contract administration, and reviews by authorized groups or agencies. The ENGINEER shall give consultation and advice to the OWNER during the performance of his services and shall assist the OWNER in the preparation of applications and supporting documents for governmental loans or advances in connection with the Contract.

SECTION 1 – GENERAL SCOPE OF SERVICES

1.1 Contract Administration and Resident Inspection

1.1.1 The ENGINEER shall furnish additional copies of plans, specifications, and contract documents, as required by prospective bidders, material suppliers, and other interested parties, but may charge said parties for actual cost of such additional copies. The OWNER shall advertise for receipt of bids and shall award the Contract based on the Engineer's recommendations. Upon award of the Contract, the ENGINEER will furnish the OWNER five sets of plans, specifications, and Contract Documents for execution; the cost of these sets being included in the basic compensation paid to the ENGINEER.

1.1.2 The ENGINEER will attend the bid opening and tabulate the bid proposals, make analysis of bids, and make recommendations for awarding contracts for construction.

1.1.3 The ENGINEER will check and approve any necessary shop and work drawings furnished by contractors.

1.1.4 The ENGINEER shall provide horizontal and vertical control for all structures in the form of benchmarks or reference points to be used by the contractor in staking the construction.

1.1.5 The ENGINEER shall respond to requests for information, review claims and change orders and provide responses as needed, resulting from the actual field conditions encountered.

1.1.6 The ENGINEER shall coordinate and attend job meetings with the Contractor, OWNER, inspection staff and applicable outside agencies.

1.1.7 The ENGINEER shall endeavor, when performing the services set forth in this agreement, to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for the OWNER that completed work of contractor will conform to the contract documents, but the ENGINEER shall not be responsible for the failure of the contractors to

perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the ENGINEER shall keep the OWNER informed on the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

1.1.8 Whenever the ENGINEER considers it is necessary or advisable to ensure the proper carrying out of the intent of the Contract Documents, the ENGINEER shall notify the OWNER of any necessity to stop work or require special examinations or testings of the work (whether fabricated, installed, or completed), and if the OWNER so directs, the ENGINEER shall act as the OWNER's representative as to the same.

1.1.9 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

1.1.10 The ENGINEER shall conduct, in company with the OWNER, a final inspection of the project for compliance with the design plans, Contract Documents, and all change orders approved by the OWNER, and shall certify, in writing, to the OWNER whether final payment is due to the contractor.

1.1.11 The ENGINEER shall supply sufficient resident inspector(s) on a full-time/part-time basis for each work phase of the project to perform field inspection of the construction work. The ENGINEER will provide Resident Inspectors, as required, to adequately inspect the contractor's work effort and his compliance with the requirements of the specifications, including environmental and cultural resource protection.

1.1.12 The ENGINEER shall supply sufficient technical personnel to perform the required office engineering services for contract administration.

1.1.13 This Agreement calls for a total of 922 man-hours to be provided for inspection and contract administration services.

1.1.14 One year from the completion of construction, the ENGINEER shall conduct an inspection of the project for compliance with the project performance standards, and shall certify, in writing, to the OWNER, whether the project is in compliance or corrective actions must be undertaken.

1.1.15 The ENGINEER will prepare a set of Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant. One set of reproducible (mylar) and one set of paper prints of the Record Drawings will be furnished to the OWNER.

1.1.16 The ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

2.1.1 The ENGINEER shall submit invoices and vouchers for professional engineering services performed hereunder to the OWNER as follows:

Monthly vouchers shall be submitted indicating the amount of actual time expended by the ENGINEER on the project during the past one month period.

2.1.2 The OWNER shall pay the ENGINEER the amount of each invoice and voucher within 45-days of the date of receipt of each invoice and voucher.

2.1.3 All professional services outlined in Section 1.1 herein, dealing with the construction portion of the work, will be compensated and billed monthly based hourly rates listed in the attached billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. Estimated budget for services covered under this agreement is \$170,000.00. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.1.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate 24 months thereafter.

SECTION 3 – OWNER’S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide all criteria and full information as to its requirements on the project.
- 3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project, include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.
- 3.3 Furnish the ENGINEER with available data on property boundary, right-of-way, topographic and utility surveys, all of which the ENGINEER will rely on.
- 3.4 Guarantee access to property and make all provision for the ENGINEER and to public and private lands as required for the ENGINEER to perform the services under this Agreement.
- 3.5 Examine all sketches, opinions of the construction cost, and other documents presented by the ENGINEER to the OWNER and render, in writing, the OWNER’s decision pertaining thereto within a reasonable time from the date of the ENGINEER’s request so as not to delay the work of the ENGINEER. If any delays by the OWNER beyond a reasonable time do occur, the ENGINEER shall be granted a suitable extension of time for the completion of the work with the extent of the delay.
- 3.6 Hold all required meetings, serve all required public and private notices, and set properly upon all matters not the responsibility of the ENGINEER, but necessary to development of the project, and pay all costs incidental thereto.
- 3.7 Furnish the ENGINEER with a copy of any design or construction standards adopted by the OWNER which the ENGINEER shall be required to follow in the preparation of Contract Documents for the project.
- 3.8 Designate, in writing, the person to act as the OWNER’s representative with respect to engineering services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions with the respect of the services covered by this Agreement.

3.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the work.

3.10 Furnish or instruct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in sections of this Agreement, or as required for completion of the project and approved in writing by the OWNER.

SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

4.1.1 Redesign required by the OWNER after preliminary or final plans have been prepared by the ENGINEER and approved by the OWNER, provided said redesign is not required as a result of any negligence on the part of the ENGINEER in the preparation of the design.

4.1.2 Revisions or changes to reports, applications, permits, property surveys, descriptions, etc., required by the OWNER after the ENGINEER has prepared them (it) in accordance with basic engineering services described in the engineering agreement between the OWNER and ENGINEER in the preparation of said reports, applications, permits, property surveys, property descriptions, etc.

4.1.3 Redesigns or revisions or changes required because of inadequate, insufficient surveys, property descriptions, etc., furnished by the ENGINEER or due to the refusal of regulatory agencies to approve said matters because they do not meet their currently applicable requirements, are not to be considered additional services within the intent of this section and will not be paid for by the OWNER.

4.1.4 Appearances before courts or boards on matters of litigation related to the project.

4.1.5 Preparation of any other reports, studies, or documents which require engineering services not otherwise provided for in this Agreement, including, without limitation, services to be furnished by the OWNER hereunder.

4.2 Payment for additional services specified in this section shall be negotiated at the time of request for the additional services.

SECTION 5 – GENERAL

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

5.2 This Agreement and all of the covenants hereto shall inure to the benefit of assigns, and legal representatives, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

ENGINEER:

T&M ASSOCIATES

ATTEST:

ATTEST:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2015

Date: November 10, 2015

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING THE PURCHASE OF SLUDGE
FEED PUMP REPLACEMENT PARTS FROM SCHWING BIOSSET, INC.**

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") utilizes pumps manufactured by Schwing Bioset, Inc. to feed sludge filter cake to the Authority's incinerator; and

WHEREAS, one of the Authority's sludge feed pumps is in need of repair; and

WHEREAS, the parts that the Authority needs to repair its sludge feed pump can only be purchased from Schwing Bioset, Inc., the exclusive distributor of original spare parts used on its sludge pumping systems; and

WHEREAS, Schwing Bioset, Inc., has offered to provide the necessary parts to the Authority for \$65,580.29; and

WHEREAS, the replacement parts the Authority requires to repair the sludge feed pump are specialized, qualitative and proprietary in nature, and can only be produced by Schwing Bioset, Inc.; and

WHEREAS, given all of the foregoing, the replacement parts required by the Authority to repair its damaged sludge feed pump qualify as "extraordinary unspecifiable services" under the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, contracts for extraordinary unspecifiable services are exempt from the Local Public Contracts Law's public advertisement and public bidding requirements; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2015

Date: November 10, 2015

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING THE PURCHASE OF SLUDGE
FEED PUMP REPLACEMENT PARTS FROM SCHWING BIOSSET, INC.**

WHEREAS, the Authority's Executive Director has executed the attached Standard Certification Declaration For An Extraordinary Unspecifiable Service as required by N.J.A.C. 5:34-1.2; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to enter into an agreement with Schwing Bioset, Inc. for the provision of replacement parts to repair a sludge feed pump at a total cost to the Authority of \$65,580.29.
3. The Authority's Executive Director and/or his designee is authorized to execute any such documents, and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by attached quotation from Schwing Bioset.
4. Pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(c), the Authority's Executive Director shall take all steps necessary to ensure that notice of the award of this contract is published in the Authority's official newspaper.
5. This Resolution shall be effective immediately.

ADOPTED: November 10, 2015

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2015

Date: November 10, 2015

RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY AUTHORIZING THE PURCHASE OF SLUDGE FEED PUMP REPLACEMENT PARTS FROM SCHWING BIOSET, INC.

I hereby certify 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 November 10, 2015.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

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

**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: NBCUA Commissioners
FROM: Howard Hurwitz, Executive Director
DATE: November 6, 2015
SUBJECT: This is a contract for the purchase or proprietary parts/equipment to repair sludge pumps

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Schwing Bioset, Inc.
Cost: \$65,580.39
Duration: N/A
Purpose: to secure proprietary parts/equipment to repair sludge pumps

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**
The Authority must replace, in whole, the sludge cake feeder assembly on one of its sludge filter presses. The feeder assembly is composed of a sludge hopper, augers, ram pistons, gear boxes and other appurtenances. The failure of this equipment prevents processed sludge cake from being efficiently fed into the incinerator. This, in turn, causes inefficient burn, leads to more consumption of auxiliary fuel, and creates more wear and tear on the auxiliary equipment.
2. **Describe in detail why the contract meets the provisions of the statute and rules:**
The parts that the Authority needs are proprietary and highly specialized. It is undisputed that Schwing Bioset, Inc. is the only manufacturer that can supply these parts. The Authority's sludge cake feeder assembly system is fully calibrated and automated to feed certain volumes of sludge cake to the incinerator at certain speeds. The original manufacturing of the augers and ram pistons to the gear box must meet specific design criteria with little deviation from the original specifications. Failure to do so would cause severe operational problems.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**
The replacement parts needed are proprietary. They cannot be supplied by anyone other than Schwing Bioset, Inc. Additionally, even if parts could be obtained from other sources, the system is so specialized and highly-calibrated that using parts from another manufacturer would jeopardize the entire sludge pump system and lead to severe operational problems.
4. **Describe the informal solicitation of quotations:**
Since Schwing Bioset, Inc. is the only supplier of the parts needed, no other entity is able to supply a quote. It is impossible for the Authority to get a quote from anyone other than Schwing Bioset, Inc.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name

(Signature)

Title

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

[illegible]

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 97-2015

DATE: November 10, 2015

**APPROVING CHANGE ORDER NO. 1 (FINAL) FOR
CONTRACT #262
PRIMARY CLARIFIER SLUDGE COLLECTOR REHABILITATION**

WHEREAS the Northwest Bergen County Utilities Authority (the "Authority") awarded Contract No. 262 – Primary Clarifier Sludge Collector Rehabilitation ("the Project") to Rapid Pump and meter Service Co., Inc. ("the Contractor") on October 16, 2013; and

WHEREAS the Authority's Engineer has determined that Change Order No. 1 (Final) is necessary to reflect reductions in the actual construction quantities of certain items as described in the Change Order, attached hereto; and

WHEREAS the Authority's Engineer has recommended that the Change Order be approved by the Authority; and

WHEREAS the decrease in the total cost of the Project as a result of this Change Order is **\$238,174.27**; and

WHEREAS the Commissioners of the Authority have determined that the Change Order should be approved contingent upon receipt of the Change Order executed by the Engineer and Contractor.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Authority that Change Order No. 1, to Authority Contract No. **262**, is approved contingent upon receipt of the Change Order executed by both the Engineer and the Contractor; and be it

FURTHER RESOLVED by the Commissioners of the Authority that the Authority's Engineer is directed to coordinate and oversee the work consistent with all other work on the Project; and be it

FURTHER RESOLVED that the Commissioners of the Authority direct that processing of payment to the Contractor for the Change Order be in accordance with the payment procedures of Contract No. 262; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 97-2015

DATE: November 10, 2015

**APPROVING CHANGE ORDER NO. 1 (FINAL) FOR
CONTRACT #262
PRIMARY CLARIFIER SLUDGE COLLECTOR REHABILITATION**

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **November 10, 2015**.


SECRETARY


CHAIRMAN

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

PROJECT:	Primary Clarifier Sludge Collector Rehabilitation
OWNER:	Northwest Bergen County Utilities Authority
CONTRACTOR:	Rapid Pump and Meter Service Co., Inc.

[illegible]

A.	TOTAL REDUCTIONS	\$238,174.27
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[illegible]

B.	TOTAL EXTRA	\$0.00
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			\$0.00
			\$0.00
S			\$0.00
E			\$0.00
P			\$0.00
P			\$0.00
I			\$0.00
E			\$0.00
M			\$0.00
E			\$0.00
N			\$0.00
T			\$0.00
A			\$0.00
R			\$0.00
V			\$0.00
			\$0.50

C. TOTAL SUPPLEMENTARY

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. NBUA-08391

CHANGE ORDER NO. 1 - FINAL

DATE: October 13, 2015
PROJECT: Primary Clarifier Sludge Collector Rehabilitation
OWNER: Northwest Bergen County Utilities Authority
CONTRACTOR: Rapid Pump and Meter Service Co., Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Item 2 Longitudinal Bottom Rails (L&WD) - Item is reduced to reflect the actual construction quantity
Item 4 Concrete Repair (I&WD) - Item is reduced to reflect the actual construction quantity
Item 5 Miscellaneous Work Allowance (I&WD) - Item is reduced to reflect the actual construction quantity
Item A1-2 Longitudinal Bottom Rails (L&WD) - Item is reduced to reflect the actual construction quantity
Item A1-4 Concrete Repair (I&WD) - Item is reduced to reflect the actual construction quantity
Item A1-5 Miscellaneous Work Allowance (I&WD) - Item is reduced to reflect the actual construction quantity

EXTRA:

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

KEITH W. HENDERSON, P.E.

ACCEPTED:

CONTRACTOR:

Rapid Pump and Meter Service Co., Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SFE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$238,174.27
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXX
TOTALS THIS C.O.	\$0.00	\$238,174.27
NET CHANGE THIS CHANGE ORDER		\$238,174.27
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$0.00	\$238,174.27
NET CHANGE IN CONTRACT		\$238,174.27

ORIGINAL CONTRACT BID PRICE

\$914,960.00

CHANGE ORDERS TO DATE

-\$238,174.27

REVISED CONTRACT PRICE

\$676,785.73