

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 77-2017

Date: December 12, 2017

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 2017 and Health Benefits and Dental Benefits transfers for December 2017; 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 12, 2017 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$293,034.48

ACCOUNT: Tax Deposit Account
Total: \$140,792.80

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$104,213.24

ACCOUNT: Health Benefits Contribution Employee
Total: \$18,154.72

ACCOUNT: Dental Benefits
Total Transfer: \$4,302.53

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

ACCOUNT: PERS and Contributory Insurance
 Total Transfer: \$33,829.47

ACCOUNT: Defined Contribution Retirement Program – Employer
 Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee
 Total Transfer: \$22.92

ACCOUNT: Operating Account
 Total: \$458,540.26

ACCOUNT: General Improvement Account
 Total: \$928,624.91

ACCOUNT: 2015 WWT Project Account
 Total: \$2,280.00


 SECRETARY


 CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelahr	Lo Iacono	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent		✓				✓			
Abstain									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 78-2017

Date: December 12, 2017

RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES

WHEREAS, it is the policy of the Northwest Bergen County Utilities Authority to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

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

1. The Personnel Policies and Procedures Manual attached hereto is hereby adopted.
2. These personnel policies and procedures shall apply to all Authority officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.
3. This manual is intended to provide guidelines covering public service by Authority employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Commissioners of the Northwest Bergen County Utilities Authority.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 78-2017

Date: December 12, 2017

RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES

- 4. To the maximum extent permitted by law, employment practices for the Authority shall operate under the legal doctrine known as "employment at will."
- 5. The Executive Director and all managerial/supervisory personnel are responsible for these employment practices. The Human Resources Officer and the Employment Attorney shall assist the Executive Director in the implementation of the policies and procedures in this manual.

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 December 12, 2017.

Alison Jordan
SECRETARY

Mukul Kasparian
CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Lo Iacono	Kelahr	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓	✓		✓	✓
Nay									
Absent		✓					✓		
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 80-2017

Date: December 12, 2017

RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY APPROVING THE CONSULTING ENGINEER PROJECT REPORT AND CERTIFICATES OF THE CONSULTING ENGINEER AND ACCOUNTANT IN CONNECTION WITH VARIOUS SEWER IMPROVEMENTS, INCLUDING IMPROVEMENTS TO THE AUTHORITY'S COLLECTION SYSTEM GRAVITY MAINS

WHEREAS, THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "Authority") has reviewed the project report prepared by its consulting engineer and certificate prepared by its consulting engineer and auditor in connection with various sewer improvements, including improvements to the Authority's collection system gravity mains; and

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, as follows:

Section 1. The Authority hereby approves the project report prepared by its consulting engineer and certificates prepared by its consulting engineer and auditor in connection with the construction of various sewer improvements, including upgrades and improvements to the Authority's collection system gravity mains.

Section 2. This resolution shall take effect immediately.

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 December 12, 2017.

Alison Jordan
SECRETARY

M. J. ...
CHAIRMAN

Table with 10 columns (Action, Bonagura, Chewcaskie, Danubio, DePhillips, Gabbert, Kelaher, Lo Iacono, Plumley, Kasparian) and 7 rows (Offered, Seconded, Aye, Nay, Absent, Abstain, Recuse). Contains handwritten checkmarks.



YOUR GOALS. OUR MISSION.

NBUA-G1701

December 11, 2017

Mr. Howard Hurwitz, Executive Director
Northwest Bergen County Utilities Authority
30 Wyckoff Avenue at Authority Drive
P.O. Box 255
Waldwick, New Jersey 07463

**Re: Engineer's Report
Northwest Bergen County Utilities Authority
Interceptor Repair and Replacement Project**

Dear Mr. Hurwitz:

The Northwest Bergen County Utilities Authority (NBCUA) is proposing a multi-year conditional assessment and repair program for their existing interceptor system.

INTRODUCTION

The NBCUA, which was established in 1952, receives sewage in whole or in part from eleven (11) member municipalities including Allendale, Ho-Ho-Kus, Mahwah, Midland Park, Ramsey, Waldwick, Wyckoff, Saddle River, Upper Saddle River, Franklin Lakes, and Ridgewood.

Sanitary sewage from member municipalities is conveyed to the NBCUA treatment plant located in the Township of Waldwick via an existing interceptor/pumping station system that is owned and operated by the NBCUA. NBCUA's existing infrastructure system consists of approximately 31 miles of gravity interceptors and force mains ranging in size from 8-inches to 42 inches. There are 13 gravity interceptors that traverse NBCUA's service area, most of which were constructed in the late 1960's and 1970's. The gravity interceptor system consists of over 130,000 lineal feet (LF) of asbestos cement pipe (ACP), reinforced concrete pipe (RCP) and polyvinyl chloride (PVC) pipe.

In early 2016, the NBCUA had a break on the gravity portion of the Trunk Sewer West Interceptor downstream of the Midland Park Pump Station discharge point. The Trunk Sewer West Interceptor was originally constructed in 1967 out of reinforced concrete pipe (RCP), which has a life expectancy of approximately 50 years and is vulnerable to corrosion that may result over time from hydrogen sulfides released from pump station discharges. Emergency repair of the interceptor resulted in costs upwards of \$1 million.

Additionally, this break exposed the potential of future failures in other similar sections of the NBCUA's interceptor system and thus, generated a need to evaluate, assess and develop a plan for rehabilitation and/or repair of the aging interceptor system. With most the Authority's interceptors installed in 1967 and 1979, they may be reaching a lifecycle stage where full replacement, lining and/or repairs are necessary to extend the useful life of these assets. Limited annual screening of selected manholes, as well as various maintenance activities, have been conducted within the system in recent years, but no



comprehensive evaluation to prioritize the eventual replacement, lining and/or repair of the interceptors has been performed to date.

PROPOSED IMPROVEMENTS

To address this concern the NBCUA is currently evaluating their existing interceptor system based on their criticality of each system component. Interceptors are investigated and/or televised for further evaluation and assessment. During this phase, potential defects are identified and prioritized for further assessment to determine the best course of action for rehabilitation or repair. Rehabilitation or repair options may include Cured-in-Place (CIP) lining, slip lining and/or pipe replacement. Rehabilitation and repair recommendations will be based on engineering judgement on a case by case basis and consider many factors including the following:

- Quantity of flow through the defect;
- Accessibility to the defect (i.e. access, defect depth, bypass ability, etc.); and
- Expected life span of rehabilitation or repair.

This evaluation process and the rehabilitation and/or repair of damaged sections is expected to take several years to complete. The cost for the Interceptor Repair and Replacement Project for the next 3 years has been estimated at \$6,000,000.

If you have any questions, please call.

Very truly yours,

T&M ASSOCIATES



NICHOLAS C. ROTONDA, P.E.
CONSULTING ENGINEER

NR:RRS:scb

cc: Authority Commissioners
Joseph Garcia, Esq.
John D. Draikiwicz, Esq.



CERTIFICATE OF T&M ASSOCIATES

T&M Associates, Consulting Engineer to the Northwest Bergen County Utilities Authority (the "Authority"), a public body, corporate and politic, of the State of New Jersey, HEREBY CERTIFIES as follows:

1. This certificate is delivered in connection with the issuance by the Authority of its revenue notes/bonds (the "Obligations") to be issued in connection with the financing of various sewer improvements, including improvements to the Authority's collection system gravity mains (the "2018 Project") which Obligations will be issued pursuant to a note/bond resolution (the "Resolution") expected to be adopted by the Authority at a meeting in the first quarter of 2018.

2. The amount of the costs of the 2018 Project, the amount of Operating Expenses attributable to such 2018 Project for each of the next fifteen Fiscal Years, and the amount, calculated at current rates upon which Service Charges are based, of the Revenues attributable to such 2018 Project for each of said Fiscal Years, is set forth in Schedule A attached hereto.

3. All capitalized words and terms used, but not defined, herein shall have the meanings ascribed to such words and terms respectively in the Trust Indenture (as defined in the Resolution).

IN WITNESS WHEREOF, T&M Associates, has caused this certificate to be executed in its name and on its behalf by its duly authorized representative this 12th day of December 2017.

T&M ASSOCIATES


NICHOLAS C. ROTONDA, P.E.
VICE PRESIDENT

SCHEDULE A

**INTERCEPTOR REPAIR AND REPLACEMENT PROJECT
PROJECT COSTS, OPERATING EXPENSES AND REVENUES**

1. THE AMOUNT OF THE COSTS FOR THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT IS \$6,000,000.
2. THERE WILL BE NO ADDITIONAL OPERATING EXPENSES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS.
3. THERE WILL BE NO REVENUES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS.

SCHEDULE A

INTERCEPTOR REPAIR AND REPLACEMENT PROJECT COSTS, OPERATING EXPENSES AND REVENUES

1. THE AMOUNT OF THE COSTS FOR THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT IS \$6,000,000.

2. THE AMOUNT OF ADDITIONAL OPERATING EXPENSES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS IS:

YEAR	ADDITIONAL OPERATING EXPENSE
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
11	\$0
12	\$0
13	\$0
14	\$0
15	\$0

3. THE AMOUNT OF REVENUES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS IS:

YEAR	REVENUE
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
11	\$0
12	\$0
13	\$0
14	\$0
15	\$0

Ferraioli, Wielkocz, Cerullo & Cuva, P.A.

Charles J. Ferraioli, Jr., MBA, CPA, RMA
Steven D. Wielkocz, CPA, RMA
James J. Cerullo, CPA, RMA
Paul J. Cuva, CPA, RMA
Thomas M. Ferry, CPA, RMA

Certified Public Accountants
401 Wanaque Avenue
Pompton Lakes, New Jersey 07442
973-835-7900
Fax 973-835-6631

Newton Office
100B Main Street
Newton, N.J. 07860
973-579-3212
Fax 973-579-7128

CERTIFICATE OF FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.

Ferraioli, Wielkocz, Cerullo & Cuva, P.A., Certified Public Accountants, Accountants to the Northwest Bergen County Utilities Authority (the "Authority"), a public body, corporate and politic, of the State of New Jersey, HEREBY CERTIFIES as follows:

1. This certificate is delivered in connection with the issuance by the Authority of its revenue notes/bonds (the "Obligations") to be issued in connection with the financing of various sewer improvements, including improvements to the Authority's collection system gravity mains (the "2018 Project") which Obligations will be issued pursuant to a note/bond resolution (the "Resolution") expected to be adopted by the Authority at a meeting in the first quarter of 2018.

2. The (i) Completion Requirement of the costs of construction set forth in the Consulting Engineer's Certificate with respect to the 2018 Project after deduction therefrom of the amount of moneys (other than the proceeds of such 2018 Bonds) theretofore applied to payment of such costs of construction and then reasonably expected to be available for payment of such costs of construction, and (ii) that the principal amount of such 2018 Bonds is not less than one hundred per centum (100%), or more than one hundred and one per centum (101%), of the Completion Requirement.

3. All capitalized words and terms used, but not defined, herein shall have the meanings ascribed to such words and terms respectively in the Trust Indenture (as defined in the Resolution).

IN WITNESS WHEREOF, Ferraioli, Wielkocz, Cerullo & Cuva, P.A., Certified Public Accountants, has caused this certificate to be executed in its name and on its behalf by its duly authorized representative this 12th day of December, 2017.

FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.

By: _____


Steven D. Wielkocz, CPA, RMA

FWCC

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 81-2017

DATE: December 12, 2017

**APPROVING CHANGE ORDER NO. 2 FOR
CONTRACT #279 – TRUNK SEWER WEST LINING**

WHEREAS the Northwest Bergen County Utilities Authority (the “Authority”) awarded Contract No. 279 – Trunk Sewer West Lining (“the Project”) to Allstate Power Vac, Inc. (“the Contractor”) on June 20, 2017; and

WHEREAS two (2) items of the contract, “Police Traffic Directors Allowance” and “ 24 inch CIPP Lining” have been reduced to reflect actual field conditions as more particularly set forth in Change Order No. 2 attached hereto (“the Change Order”); and

WHEREAS the Authority’s Engineer has prepared the Change Order and recommends that the Change Order be approved by the Authority; and

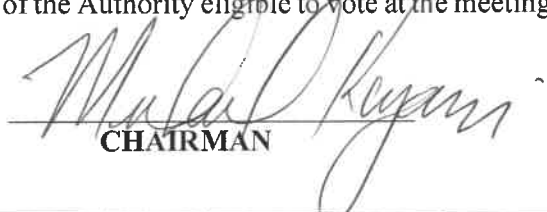
WHEREAS the net decrease in the total cost of the Project as a result of this Change Order is \$16,923.90; and

WHEREAS the Commissioners of the Authority have determined that the Change Order should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Authority that Change Order No. 2, to Authority Contract No. 279, is approved.

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 **December 12, 2017**.


SECRETARY


CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent		✓				✓			
Abstain									

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

SHEET NO. 1 OF 2
PROJECT NO. NBUA00641

CHANGE ORDER NO. 2 (FINAL)

DATE: November 20, 2017

PROJECT: TRUNK SEWER WEST LINING - CONTRACT NO. 279

OWNER: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONTRACTOR: ALLSTATE POWER VAC, INC.

DESCRIPTION OF CHANGE:

REDUCTIONS:

Items 2 (Police Traffic Directors Allowance), and 4 (24" CIPP Lining) have been reduced to reflect actual field conditions.

EXTRA:

SUPPLEMENTARY:

APPROVAL RECOMMENDED:

Rosario Santos
ROSARIO R. SANTOS, P.E.
GROUP MANAGER

ACCEPTED
Walter Kelly

CONTRACTOR:
ALLSTATE POWER VAC, INC.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$16,923.90
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$0.00	\$16,923.90
NET CHANGE THIS CHANGE ORDER		\$16,923.90
PREVIOUS CHANGE ORDERS	\$29,140.00	
TOTAL CHANGE ORDERS TO DATE	\$29,140.00	\$16,923.90
NET CHANGE IN CONTRACT	\$12,216.10	

ORIGINAL CONTRACT BID PRICE	\$232,485.00
CHANGE ORDERS TO DATE	\$12,216.10
REVISED CONTRACT PRICE	\$244,701.10

PROJECT: TRUNK SEWER WEST LINING - CONTRACT NO. 279
 OWNER: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
 CONTRACTOR: ALLSTATE POWER VAC. INC.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
2	Police Traffic Directors Allowance	0.678 ALLOW	\$10,000.00	\$6,780.00
4	24" CIPP Lining	66.30 LF	\$153.00	\$10,143.90
REDUCTIONS				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

A. TOTAL REDUCTIONS \$16,923.90

EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

C. TOTAL SUPPLEMENTARY \$0.00

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 82-2017

Date: December 12, 2017

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE WASTEWATER PUMP STATION IMPROVEMENTS PROJECT AT THE DARLINGTON PUMP STATION, THE GOFFLE ROAD PUMP STATION, THE HO-HO-KUS PUMP STATION AND THE MIDLAND PARK PUMP STATION

WHEREAS, the Northwest Bergen County Utilities (the "Authority") is in the process of making various mechanical, electrical, HVAC, structural and site improvements at four (4) of the Authority's existing pumping stations (hereafter referred to as the "Project"); and

WHEREAS, the Authority intends for this project to be funded with loan assistance from the New Jersey Environmental 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 the bidding, 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 agreement, and at a cost not to exceed \$537,000; 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 agreement; and

WHEREAS, the Authority hired T&M Associates to serve as the Authority Engineer for the fiscal year 2017 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 13, 2017, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, as a result of that RFQ response, nine (9) 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 21, 2017 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. 82-2017

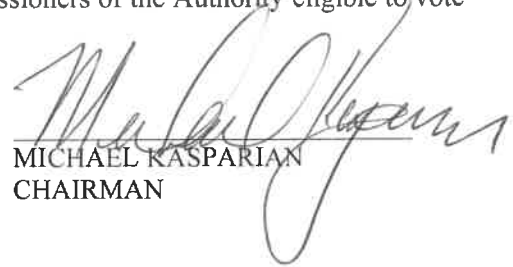
Date: December 12, 2017

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE WASTEWATER PUMP STATION IMPROVEMENTS PROJECT AT THE DARLINGTON PUMP STATION, THE GOFFLE ROAD PUMP STATION, THE HO-HO-KUS PUMP STATION AND THE MIDLAND PARK PUMP STATION

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with T&M Associates to provide Engineering and Professional Services required for the Wastewater Pump Station Improvements Project at the Authority's Darlington Pump Station, Goffle Road Pump Station, Ho-Ho-Kus Pump Station and Midland Park Pump Station.
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 December 12, 2017.


ALISON GORDON
SECRETARY


MICHAEL KASPARIAN
CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent		✓				✓			
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

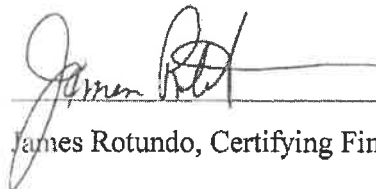
CONTRACT NO.: Consulting Engineer for Wastewater Pump Station Improvements

VENDOR: T&M Associates

AMOUNT: \$537,000

ACCOUNT NO.: 6000-6620 Construction Capital Improvements

Date: 12/11/17


James Rotundo, Certifying Finance Officer

New Jersey Department of Environmental Protection

LP-11

AFFIDAVIT FOR PROFESSIONAL SERVICES

I, Howard Hurwitz, Executive Director the undersigned authorized representative of the Northwest Bergen County Utilities Authority the applicant for

(check one)

New Jersey Environmental Infrastructure Financing Program – (Fund/Trust Loans) pursuant to N.J.A.C. 7:22-3 and 7:22-4

Sewage Infrastructure Improvement Act - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2, and 6

Interconnection/Cross Connection Abatement Account - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2 and 7

Pinelands Infrastructure Trust Fund - (Grant/Loan) pursuant to N.J.A.C. 7:22-6 being duly sworn according to law, upon my oath deposes and attests that:

1. The applicant has selected the following firm to provide Professional Services:

Firm Name T&M Associates

Address 11 Tindall Road

City Middletown State NJ Zip Code 07748

Telephone Number (732) 671-6400

Principal Officer Nicholas Rotonda, P.E., Vice President

Further, the selection of the above referenced firm has been made in accordance with the State of New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., or other procurement laws. (NOTE: if an alternative procurement law is involved, please cite the law below, which may include the Privatization Act, N.J.S.A. 58:27-1 et seq., or the Solid Waste Management Act's contracting provisions at N.J.S.A. 13:1E-155 through 168 as well as applicable provisions of state rules or requirements thereof.)

The selected firm will perform the following services:

Bidding, construction administration and construction oversight services during construction of the proposed improvements.

for Project No. S340700-15 described as (include a brief description of the project):

The proposed project includes various mechanical, electrical, structural, HVAC and site improvements to four (4) of the Authority's sewage pumping facilities including the Darlington PS, the Ho-Ho-Kus PS, the Goffle Rd PS and the Midland Park PS. Specific work will include replacement of existing pumping equipment, VFDs, controls and instrumentation, new piping and valving, floodproofing and elevating of existing equipment, new roof replacement, new HVAC supply and exhaust fans, odor control units and other miscellaneous improvements

at a compensation amount not to exceed \$ 537,000.00

2. The applicant has reviewed the Professional's scope of services and all costs, including direct and indirect costs, associated with this contract for the aforementioned project noted under item 1 above. The applicant herein agrees and approves the costs as being acceptable and reasonable for the intended purpose to complete all said services.

3. The applicant has attached to this AFFIDAVIT a certified copy of the executed professional services prime subagreement.

4. The applicant has attached to this AFFIDAVIT a copy, of the resolution as approved by the local government unit or letter, approving the professional noted under item 1; the Scope of Services for the said project and the Negotiated Acceptable Costs.

The foregoing statements made by me are true and the attached copies of documents are true and correct copies of records maintained by the applicant.

Date

Signature of Authorized Representative

Howard Hurwitz

Name of Authorized Representative (typed)

Executive Director

Title of Authorized Representative (typed)

Sworn to and subscribed before me this

____ day of _____ 20____

Signature

NOTARY PUBLIC SEAL

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, 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 WASTEWATER PUMP STATION IMPROVEMENTS – CONTRACT NO. 272 (Project No. S340700-15), hereinafter referred to as the "PROJECT" at the Authority's four sanitary sewage pumping stations (the Darlington Pump Station, the Goffle Road Pump Station, the Ho-Ho-Kus Pump Station, and the Midland Park Pump Station) located respectively in the Townships of Mahwah and Wyckoff and in the Village of Ridgewood 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.

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 Bidding

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 and shall assist the OWNER in preparation of the formal contract documents for award of the contract as necessary.

1.1.2 The ENGINEER shall coordinate and administer a pre-bid meeting and site walkthrough with prospective bidders.

1.1.3 The ENGINEER shall issue any contract clarifications and/or addenda as necessary to address any pre-bid requests for information submitted by prospective bidders.

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

1.2 Contract Administration and Resident Inspection

1.2.1 The ENGINEER shall provide general communication with OWNER and contractor throughout the duration of the construction regarding such issues as progress, submittal status, construction issues and their resolution where necessary, and prepare monthly progress reports as necessary.

1.2.2 The ENGINEER shall provide communication and correspondence with the New Jersey Department of Environmental Protection (NJDEP) where necessary and maintain project files as required for periodic inspection by the NJDEP.

1.2.3 The ENGINEER shall coordinate and attend job meetings with the contractor, OWNER, inspection staff and applicable outside agencies including the pre-construction meeting. The ENGINEER shall establish a meeting agenda and issue meeting minutes of the

meeting.

1.2.4 The ENGINEER will check and approve any necessary shop and work drawings for proposed material and equipment to verify conformance with the contract documents, as well as, progress schedules, schedule of submittals, and the schedule of values, if applicable, required to be submitted by the contractor and review laboratory, shop and mill test reports of materials and equipment where necessary.

1.2.5 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.

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

1.2.7 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.

1.2.8 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 testing 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.

1.2.9 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.

1.2.10 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.

1.2.11 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.

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

1.2.13 This Agreement calls for a total of 2,715 man-hours to be provided for inspection and contract administration services.

1.2.14 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.

1.2.15 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 prints of the Record Drawings will be furnished to the OWNER.

1.2.16 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. Once completed, approved operation and maintenance manuals shall be digitized and incorporated into the OWNERS web-based O&M Manual.

1.2.17 The ENGINEER shall update the OWNERS existing asset management database to include new equipment and components installed as part of the PROJECT.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

2.1 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.

2.2 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.

2.3 All professional services outlined in Section 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 **\$537,000.00**. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate 18 months after completion of construction.

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 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.

4.2 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.

4.3 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.

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

4.5 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.

4.6 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

Name: Howard Hurwitz
Title: Executive Director
Date:

ATTEST:

Name:
Date:

ENGINEER:

T&M ASSOCIATES

Name: Nicholas Rotonda, P.E.
Title: Vice President
Date:

ATTEST:

Name:
Date:

T&M ASSOCIATES

DATE 11/20/2017

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
 WASTEWATER PUMP STATION IMPROVEMENTS - CONTRACT NO. 272
 BIDDING, CONTRACT ADMINISTRATION & FIELD INSPECTION SERVICES
 Manpower Budget

TASK NO.	TASK	PRNCPL	DIV MGR	PROJ MGR	GROUP MGR STRUC	GROUP MGR HVAC	SUPV ENGR ELEC	SUPV ENGR HVAC	STAFF ENGR STRUC	STAFF ENGR MECH	STAFF ENGR ELEC	ADMIN SUPPORT	TOTAL HOURS
01	Bidding Services												
	Prepare Bid Packages			2							8	4	14
	Advertisement Assistance										2		2
	Pre-Bid Walkthroughs (3 Site Visits)		1	6						21		4	32
	Address Bidder Inquiries	1		4	4	4	4	8	8	24	8		64
	Prepare Addendas (Up to 2 Addendums)	2		4	4	4	4	8	8	8	8		50
	Bid Opening Attendance	1		2									4
	Review Bids / Prepare Recommendation of Award	1		2						12		4	20
	Prepare Auth to Award Package to NJDEP	1		2						12		2	15
	Assist in Preparation of Contracts			2						4		2	8
02	Contract Administration and Construction Observation												
	Contract Administration / General Correspondence	6		24							48		90
	NJDEP Coordination and Communication	4		12						12		4	28
	Attend Precon Meeting / Prepare Meeting Minutes	12		4						6		2	16
	Monthly Construction Meetings (Assume 8 Meetings)			24	12	12	12	12		40		8	120
	Shop Drawing Reviews			32	16	16	16	60	60	80	60	8	348
	Requests for Information (Assume up to 20 RFIs)			6	8	8	8	12	12	24	12		90
	Project Schedule / Review and Coordination (Assume 8)			8						16			24
	Construction Observation			20	20	20	20	160	100	640	160		1140
	Payment Certificate Review / Processing (Assume 10)			10						20		10	40
	Potential Change Orders Review / Processing (Assume 4)			8	4	4	4	16	16	24	16	4	96
	Startup and Testing			4	16	16	16	32	32	32	32		132
	Vendor Training			4						32			36
	Punchlist Inspection			4	4	4	4	16	16	16	16	2	82
	Asbuilt Drawings			4						40			44
	O&M Review and Digitizing			4						32	8		60
	Update Asset Management Program			8						60			68
	Final Contract Closeout	1		8						8		2	19
	DEP One Year Certification	1		4						8		2	15
	Project Management	12	16	30									58
	TOTAL HOURS	40	20	240	72	92	92	320	220	1229	320	70	2715

BILLING HOURLY RATE	\$290	\$290	\$267	\$267	\$267	\$267	\$243	\$243	\$176	\$176	\$176	\$95
DIRECT LABOR COST	\$11,600	\$5,800	\$64,080	\$19,224	\$24,564	\$77,760	\$38,720	\$216,304	\$56,320	\$56,320	\$6,650	\$6,650
LABOR FEE TOTAL												
\$531,778												

LABOR FEE

DIRECT EXPENSES (NO MARKUP)

TOTAL FEE \$537,000

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 83-2017

Date: December 12, 2017

**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE
ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE 2016
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AT THE
AUTHORITY'S WASTEWATER TREATMENT PLANT**

WHEREAS, the Northwest Bergen County Utilities (the "Authority") is in the process of installing a new disc thickener system and dewatering pumps, and making various mechanical, electrical, instrumentation, and structural improvements throughout 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 Environmental 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 the bidding, 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 agreement, and at a cost not to exceed \$330,000; 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 agreement; and

WHEREAS, the Authority hired T&M Associates to serve as the Authority Engineer for the fiscal year 2017 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 13, 2017, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, as a result of that RFQ response, nine (9) 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 21, 2017 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. 83-2017

Date: December 12, 2017

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE 2016 WASTEWATER TREATMENT PLANT 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 Engineering and Professional Services required for the 2016 Wastewater Treatment Plant 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 December 12, 2017.


ALISON GORDON
SECRETARY


MICHAEL KASPARIAN
CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent		✓				✓			
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

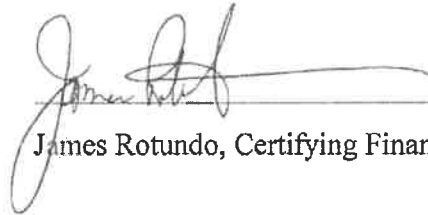
CONTRACT NO.: Consulting Engineer for Wastewater Treatment Plant Improvements

VENDOR: T&M Associates

AMOUNT: \$330,000

ACCOUNT NO.: 6000-6620 Construction Capital Improvements

Date: 12/11/17



James Rotundo, Certifying Finance Officer

New Jersey Department of Environmental Protection

LP-11 AFFIDAVIT FOR PROFESSIONAL SERVICES

I, Howard Hurwitz the undersigned authorized representative of Northwest Bergen County Utilities Authority the applicant for

(check one)

New Jersey Environmental Infrastructure Financing Program – (Fund/Trust Loans) pursuant to N.J.A.C. 7:22-3 and 7:22-4

Sewage Infrastructure Improvement Act - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2, and 6

Interconnection/Cross Connection Abatement Account - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2 and 7

Pinelands Infrastructure Trust Fund - (Grant/Loan) pursuant to N.J.A.C. 7:22-6 being duly sworn according to law, upon my oath deposes and attests that:

1. The applicant has selected the following firm to provide Professional Services:

Firm Name T&M Associates

Address 11 Tindall Road

City Middletown State NJ Zip Code 07748

Telephone Number (732) 671-6400

Principal Officer Nicholas Rotonda, P.E., Vice President

Further, the selection of the above referenced firm has been made in accordance with the State of New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., or other procurement laws. (NOTE: if an alternative procurement law is involved, please cite the law below, which may include the Privatization Act, N.J.S.A. 58:27-1 et seq., or the Solid Waste Management Act's contracting provisions at N.J.S.A. 13:1E-155 through 168 as well as applicable provisions of state rules or requirements thereof.)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, 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 2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS – CONTRACT NO. 273 (Project No. S340700-16), hereinafter referred to as the "PROJECT" at the Authority Wastewater Treatment Plant in 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.

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

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documents for governmental loans or advances in connection with the Contract.

SECTION 1 – GENERAL SCOPE OF SERVICES

1.1 Bidding

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 and shall assist the OWNER in preparation of the formal contract documents for award of the contract as necessary.

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to be submitted by the contractor and review laboratory, shop and mill test reports of materials and equipment where necessary.

1.2.5 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.

1.2.6 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.

1.2.7 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.

1.2.8 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 testing 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.

1.2.9 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.

1.2.10 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.

1.2.11 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.

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

1.2.13 This Agreement calls for a total of 1,609 man-hours to be provided for inspection and contract administration services.

1.2.14 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.

1.2.15 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 prints of the Record Drawings will be furnished to the OWNER.

1.2.16 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. Once completed, approved operation and maintenance manuals shall be digitized and incorporated into the OWNERS web-based O&M Manual.

1.2.17 The ENGINEER shall update the OWNERS existing asset management database to include new equipment and components installed as part of the PROJECT.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

2.1 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.

2.2 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.

2.3 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 \$330,000.00. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate 18 months after completion of construction.

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 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.

4.2 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.

4.3 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.

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

4.5 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.

4.6 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

Name: Howard Hurwitz
Title: Executive Director
Date:

ATTEST:

Name:
Date:

ENGINEER:

T&M ASSOCIATES

Name: Nicholas Rotonda, P.E.
Title: Vice President
Date:

ATTEST:

Name:
Date:

C

C

C

T&M ASSOCIATES

DATE 11/27/2017

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
 2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS - CONTRACT NO. 273
 BIDDING, CONTRACT ADMINISTRATION & FIELD INSPECTION SERVICES
 Manpower Budget

NO.	TASK	DIV MANGR	GROUP MGR	GROUP MGR	PROJ MGR	SUPV ENGR	SUPV ENGR	SUPV ENGR	STAFF ENGR 1	STAFF ENGR	STAFF ENGR	STAFF ENGR	ADMIN SUPPORT	TOTAL HOURS
1	Bidding Services													
	Advertise				2				2					4
	Address Bidder Inquiries		2	2	4	4	6	2	12	4			1	37
	Prepare Addenda (up to 2)		2	2	2	2	2	2	8	8				28
	Receive Bids / Recommend Award				3				3				1	7
	Prepare Auth to Award Package to NJDEP				5				12				2	19
2	Contract Administration and Construction Observation													
	Prepare Contracts (assist NBCUA)				2				2				1	5
	Attend Precon Meeting / Prepare Meeting Minutes				4		4		6				1	15
	Review Shop Drawings (Disk thickener Improvements)		6	6	16	24	24	24	60	60	8			204
	Review Shop Drawings (Dewatering Pumping Improvements)		2	2	4	3			12	8	2			31
	Review Shop Drawings (Add WWTP Improvements)		2	2	24	24	24		24	24				74
	Contract Admin (Disk Thickener Improvements)		6	4	40	8	8	8	130	8			8	212
	Contract Admin (Dewatering Pumping Improv)		2	2	8	2	2		34	2			6	54
	Contract Admin (Add WWTP Improvements)		8	8	16	16	16						4	60
	Construction Observation (Disk Thickener Improv)		3	4	12	12	12	12	132	36	9			220
	Construction Observation (Dewatering Pumping Improv)		2	2	4	4	4	4	24	20	2			56
	Construction Observation (Add WWTP Improvements)		2	2	40	40	40		40	40	8			128
	Preparation / Review of Pay Certificates and Change Orders		2	2	6	4	4	4	25	8			10	61
	Startup and Testing (Disk Thickener Improvements)		8	8	8	8	16	16	24	24				96
	Startup and Testing (Dewatering Pumping Improv)		4	4	2	4	4	4	12	12				34
	Startup and Testing (Add WWTP Improvements)		2	2	16	8	8	8	12	16				40
	Asbuilt Drawings		2	2	2	6	8	8	12	14			8	54
	O&M Review & incorporation into digital O&M manual		2	4	4	4	4	8	24	24				50
	Update Asset Management Program		2	2	8	2	2	2	8	32				40
	Final Contract Closeout		40	8									2	16
	Project Maint				1	4	4	4	6	4			1	48
	DEP One Year Certification													16
	TOTAL HOURS	40	63	34	139	171	120	84	548	336	21	16	37	1609
	BILLING HOURLY RATE	\$290	\$267	\$267	\$243	\$243	\$243	\$243	\$176	\$176	\$176	\$176	\$95	
	DIRECT LABOR COST	\$11,600	\$16,821	\$9,078	\$33,777	\$41,553	\$29,160	\$20,412	\$96,448	\$59,136	\$3,696	\$2,816	\$3,515	\$326,012

LABOR FEE TOTAL

\$328,012

\$1,988

TOTAL FEE \$330,000

LABOR FEE

DIRECT EXPENSES (NO MARKUP)

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 84-2017

Date: December 12, 2017

**RETENTION OF ENGINEER FOR ASH HANDLING IMPROVEMENTS PURSUANT
TO N.J.S.A. 19:44A-20.4**

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") has adopted the fair and open process pursuant to N.J.S.A. 19:44A-20.7 with respect to the retention of the following professional:

CONSULTING ENGINEER

WHEREAS, the Authority issued a Request for Qualifications for such position and notice thereof was published on **January 13, 2017**; and

WHEREAS, the Authority received responses to the Request for Qualifications for the aforementioned position by the deadline date of **January 31, 2017**; and

WHEREAS, the Authority convened to evaluate the Request for Qualifications; and

WHEREAS, the Authority structured a competitive procurement process that sought to assure that each person and/or firm was provided an equal opportunity to submit a Qualification Statement in response to the Statements for Request for Qualifications; and

WHEREAS, the Authority intended to qualify persons and/or firms that (i) possessed the professional, financial and administrative capabilities to provide the proposed engineering services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the ratepayers of the Authority's service area; and

WHEREAS, by **Resolution 18-2017** the Authority identified a number of Engineering Firms as qualified to perform Engineering Services required by the Authority; and

WHEREAS, the firm of CP Professional Services was determined to be highly qualified and eminently capable of providing Consulting Engineering Services to the Authority; and

WHEREAS, as part of the overall wastewater treatment process, the Authority operates a fluidized bed sludge incinerator which produces an inert ash which must be collected for disposal; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 84-2017

Date: December 12, 2017

**RETENTION OF ENGINEER FOR ASH HANDLING IMPROVEMENTS PURSUANT
TO N.J.S.A. 19:44A-20.4**

WHEREAS, the Authority desires to improve the overall ash handling process by reducing the amount of manual labor involved, thereby creating a safer and more efficient process; and

WHEREAS, the Authority has received a proposal from CP Professional Services, Sparta, to identify and evaluate potential dewatering alternatives; and

WHEREAS, Phase 1 of the proposal is to identify dewatering alternatives at a cost of \$14,850 (estimated 102 man-hours); and

WHEREAS, the Authority's Certifying Finance Officer has certified that funds are available for the retention of CP Professional Services; and

WHEREAS, the Authority has determined that it is in its best interest to accept the proposal from CP Professional Services for services related to ash handling improvements as set forth in this Resolution.

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

1. The Authority hereby retains the firm of CP Professional Services Consulting Engineer to perform the services described as Phase 1 in the attached proposal as a not to exceed cost of \$14,850.
2. The Certifying Finance Officer's Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
3. If CP Professional Services anticipates it will exceed the amount set forth above, it shall seek further authorization from the Authority at such time.
4. Notice of this award shall be advertised in accordance with applicable law.
5. This Resolution shall take effect immediately upon adoption.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

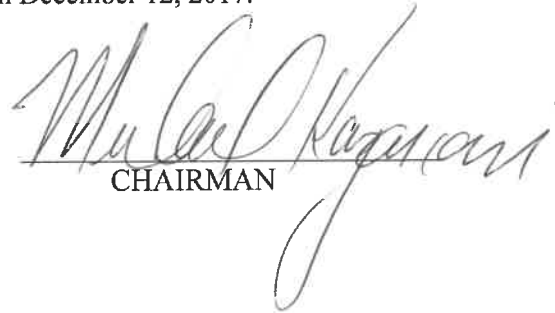
No. 84-2017

Date: December 12, 2017

RETENTION OF ENGINEER FOR ASH HANDLING IMPROVEMENTS PURSUANT TO N.J.S.A. 19:44A-20.4

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 12, 2017.


SECRETARY


CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent		✓				✓			
Abstain									



35 Sparta Avenue
Sparta, New Jersey 07871

Phone (973) 300-9003

Fax (973) 300-4003

www.cppsc.com

November 7, 2017

Howard Hurwitz
Executive Director
Northwest Bergen County Utilities Authority
30 Wyckoff Avenue at Authority Drive
P.O. Box 255
Waldwick, NJ 07463

Re: Proposal for Professional Engineering Services
Ash Handling Improvements
Waldwick, Bergen County New Jersey

CP Proposal No. 17-171

Dear Mr. Hurwitz:

CP Engineers, LLC (CP) is pleased to provide this Proposal for professional engineering services to study alternatives for improvements to the handling of ash from the Authority's sludge incinerator. We thank you for this opportunity to submit this proposal and for allowing CP to provide our services to you.

Background and Approach

As part of the overall wastewater treatment process, the Authority operates a fluidized bed sludge incinerator. Primary and secondary sludge is settled in the gravity thickeners, pumped to one of two belt filter presses for further dewatering, and then conveyed to the incinerator where all organic materials are destroyed. The resultant inert ash is removed from the incinerator exhaust via a wet scrubber. The ash and water mixture is discharged to one of two ash lagoons for dewatering. While the ash lagoon provides some degree dewatering, additional manual dewatering using portable pumps is required. From that point, ash is moved via mobile equipment from the lagoon to an ash drying pad. Once on the pad, the ash is normally spread multiple times to enhance drying. Finally, the ash is loaded onto trucks for disposal at a solid waste landfill.

It is our understanding that the Authority desires to improve the overall ash handling process by reducing the amount of manual labor involved, thereby creating a safer and more efficient process. Added benefits could be to produce a drier end product which would reduce disposal costs.

CP's approach to this challenging assignment is to start by obtaining a thorough understanding of the scrubber process, the ash discharge, and the ash handling procedure. The overall composition and characteristics of the ash at the various stages is critical to understanding how to handle and process the ash. It is anticipated that commercially available equipment can be modified and/or combined to



create an automated, efficient, and effective process. An efficient and effective process is an important aspect of the Authority's commitment to operate their incinerator as a competitive regional sludge disposal option.

Scope of Services

CP proposes the following scope of services:

1. Identification of Alternatives
 - a. Site investigation and discussion with Authority staff.
 - b. Review of ash handling process, data collection, and analysis.
 - c. Consider potential means for handling and drying of the ash.
 - d. Preliminary analysis of the alternatives and consultation with commercial equipment vendors
 - e. Prepare a letter report documenting the potential alternatives.
 - f. Meet with the Authority to discuss alternatives.
2. Pilot Study of Alternatives
 - a. Coordinate with Authority Staff and develop a pilot study plan for approval by the Authority.
 - b. Coordinate with equipment vendors.
 - c. Manage pilot study process.
 - d. Provide technical staff to monitor and document equipment mobilization, startup, operation, and demobilization.
 - e. Analyze field data.
 - f. Meet with Authority staff to review data and discuss operational issues.
 - g. Prepare letter report documenting the results of the pilot study.
3. Design of Selected Alternative
 - a. Initiate design drawing and specification based upon the selected alternative.
 - b. Provide the Authority and meet to discuss 30% and 90% design submission for review of the general design basis.
 - c. Advance the design to the 90% design stage based upon 30% comments.
 - d. Completion of 100% design plans and contract specifications based on 90% review comments.
 - e. Prepare a complete set of Bid Documents (detailed design drawings and specifications) suitable for solicitation of bids. Bid drawings will include site plan, equipment layout, necessary electrical and standard special construction details.
4. Bidding and Construction Services
 - a. Bid Phase
 - i. Provide one electronic set and 20 paper sets of the Construction Documents.
 - ii. Attendance at the Pre-Bid Meeting.
 - iii. Prepare addenda as necessary and submit to NBCUA.



- iv. Review of bids, conduct qualification and experience reviews, and recommend award of Contract.
- b. Pre – Construction Services
 - i. Review and comment on or approve Contractor's construction progress schedule, schedule of shop drawings, warranty and sample submittal schedules, and the contract schedule of values and cost breakdowns.
 - ii. Attend the preconstruction meeting.
 - iii. Review and comment on or approve proposed subcontractors, materials and equipment to be utilized by Contractor.
- c. General Construction Services
 - i. Provided a detailed review of shop drawings and submissions; issues comments on and/or approval of all submissions.
 - ii. Review and analyze material test results for compliance with contract acceptance values.
 - iii. Review all product warranties, supplier certificates, and laboratory test results to determine conformance with Contract Documents.
 - iv. Review and comment on Contractor's proposed sequence of construction to ensure the best interest of the Client are met.
 - v. Review and comment on Contractor's proposed method for maintaining facilities and site access during construction.
 - vi. Prepare Final Record Drawings which reflect actual construction under the contract, based on Contractor's as-built drawings.
 - vii. Coordinate with the NJDEP and other regulatory agencies, as necessary, during construction.
- d. Resident Engineering and Construction Oversight Services
 - i. Provide Resident Engineer and inspectors as required to properly observe all activities associated with the construction. Due to the nature of the construction and the long-lead time for the equipment, this proposal assumes that only part-time resident engineering services are required.
 - ii. Conduct construction progress meetings, prepare and distribute minutes of meetings.
 - iii. Prepare monthly status reports for presentation to the Client.
 - iv. Attend meetings and site visits by regulatory agencies.
 - v. Review and comment on or approve updated submissions of the Contractor's construction progress schedule.
 - vi. Review and comment on all requests by Contractor.
 - vii. Prepare daily inspection reports and maintain a filing system for all reports.
 - viii. Coordinate and resolve unacceptable work with the Contractor and Authority, as allowed for in the Contract Documents.
 - ix. Review and certify periodic estimates for payment and provide recommendations for payment.
 - x. Witness all field tests.
 - xi. Coordinate issuance of all required project change orders, assist in determining the value of the change in work and the negotiating of the



- associated changes in contract time and costs, and certification of change order.
- xii. Provide all required recommendations, inspections, reports and certifications associated with the Contract general conditions; e.g. partial utilization, substantial completion, final acceptance, suspension or termination of work, dispute resolution.
 - xiii. Certify to Client that Contractor has completed the work in accordance with the Contract Documents.
- e. Startup and Commissioning Services
 - i. Witness all startup and testing procedures to assure conformance with the Contract Documents.
 - ii. Participate in training of EOWC Staff on the operation and maintenance of all equipment. CP will remain available to EOWC Staff should questions related to training come up after training is complete.
 - iii. Assist in the troubleshooting and resolution of startup issues.
 - f. Operations and Maintenance Manual
 - i. Review Contractor-prepared Operation and Maintenance (O&M) Manual, prepared in accordance with NJDEP requirements.

Clarification

This proposal assumes the following will not be required to complete the work outlined above.

1. Since the proposed equipment is not a change in the wastewater stream process, it is assumed at this time a NJDEP Treatments Works Application is not necessary.
2. NJDEP Land Use Regulation Permitting for Wetlands, Flood Hazard, etc is not included in the above scope of work.
3. It is assumed that existing updated electronic site plan drawings will be provided for use and an updated site survey is not necessary at this time.
4. Coordination or permitting with local authorities (County or Town) is not included in the above scope.

Cost

Based on the foregoing, CP proposes to perform this work as follows The cost reflected is based on a lump sum amount to be billed on a percent complete of the task each month.

Task 1 - \$14,850 (estimated man hours: 102 hours)

Task 2 - To Be determined upon completion of Tasks 1 and a clear project scope can be identified.

Task 3 - To Be determined upon completion of Tasks 2 and a clear project scope can be identified.

Task 4: - To Be determined upon completion of Tasks 3.

Howard Hurwitz, Executive Director
Ash Handling Improvements
November 7, 2017
Page 5 of 5



It is understood that the Authority may determine that none of the solutions recommended at the conclusion of Task 2 is in their best interest and that Tasks 3 and 4 will not be authorized.

Schedule

CP is prepared to begin work immediately upon your authorization.

Authorization

We enclose as part of this proposal, our Standard Terms and Conditions. If this proposal meets with your approval, kindly return a signed copy of this proposal, or a resolution incorporating this proposal by reference, as your notice to proceed.

Please feel free to call us with any questions or comments.

Very truly yours,
CP ENGINEERS, LLC

A handwritten signature in cursive script, appearing to read 'Sean J. Sauder'.

Sean J. Sauder
Water Resources Department Leader

A handwritten signature in cursive script, appearing to read 'Stephen Donati'.

Stephen Donati, P.E.
Vice President

Enclosures

cc. Stan Puszczyk, P.E.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

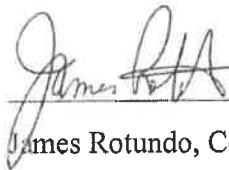
CONTRACT NO.: Consulting Engineer for Ash Handling Improvements

VENDOR: CP Professional Services

AMOUNT: \$14.850

ACCOUNT NO.: 2100-4030 – Engineering

Date: 12/8/17


James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 86-2017

Date: December 12, 2017

RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY AUTHORIZING EMERGENCY SPENDING TO REPAIR DAMAGED SEWAGE PIPE

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") discovered a section of sewage pipe that the Authority uses to service certain member municipalities has disintegrated; and

WHEREAS, Authority's Engineer has determined that there is a high risk of this sewage line collapsing if it is not repaired immediately; and

WHEREAS, a collapse of this sewage line would threaten the health, safety and welfare of the public; and

WHEREAS, the Authority's Engineer has thus concluded that an emergency condition exists and recommended that this section of sewage line be repaired immediately; and

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

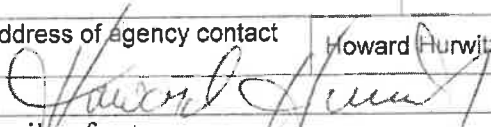
1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to immediately solicit quotes and award an emergency contract, pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1, to perform the required repairs to the damaged sewage line
3. The Authority is directed to file an "Emergency Procurement Report" with the Director of the Division of Local Government Services within 30 days of the award of the contract, and to comply with all other requirements set forth in N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1.

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:	Northwest Bergen County UA	County:	Bergen
2. Date Emergency occurred:	11/11/17	Time emergency occurred:	1:00 pm
3. Date emergency declared:	11/11/17	Time emergency declared:	3:00 pm
4. Agency/department responsible for determining there was an emergency:	Collection System		
5. Name and title of the official in charge of that agency:	Howard Hurwitz		
6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary):	Upon completion and review of a TV inspection of the 18" Ho Ho Kus Sewer Trunk East Interceptor it was discovered that a 10 foot section of pipe directly downstream of MHE6 has totally disintegrated and is presently just soil. There is a high risk for a collapse of the sewer line that services the Borough of Ho Ho Kus and parts of Ridgewood (approx.. 2.0 MGD) and runs along a easement located next to the NJ Transit Rail Line and a collapse of this line could lead to an eminent public safety and health issue. Repair and or bypass of this section of sewer line should occur as immediately as possible.		
7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s):	Robert M Genetelli		
8. The total (or estimated) cost of providing the goods or performing services was:	< \$250,000		
9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency:	J. Fletcher Creamer & Sons (est. \$174,501 – bypass)		
10. When was the notification reduced to writing and filed with the purchasing agent?	11/22/17		
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		
Name and Address of agency contact person:	Howard Hurwitz, 30 Wyckoff Avenue, PO Box 255, Waldwick NJ 07463		
Signature:			Date: 12/12/17

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 87-2017

Date: December 12, 2017

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY 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 4, 2017 the Superintendent of the Authority received a proposed contract from Valley 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 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 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 Medical Group of Paramus to be retained in this regard effective January 1, 2018 to December 31, 2018.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION


NO. 87-2017

Date: December 12, 2017

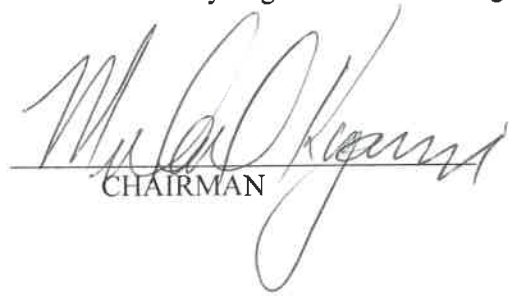
RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

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 2018 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.

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 December 12, 2017.



 SECRETARY



 CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered			✓						
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent		✓				✓			
Abstain									
Recuse									

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 206, 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, 2018, 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 third quarter of the contract year based on the number of drivers on the list provided by the Municipality. 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, 2018, and terminating on December 31, 2018. 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.

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:

With a copy to:

Paul Gresko
Director, OHS

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: <u>VMG</u>	MUNICIPALITY: <u>Northwest Bergen Utilities Authority</u>
By: <u></u>	By: _____
Title: <u>Director, OHS</u>	Title: _____
Date: <u>11/27/17</u>	Date: _____

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 \$ 68.00 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**.