

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT BY THE
NORTH HUDSON SEWERAGE AUTHORITY AS A CONSTITUENT MEMBER
OF THE NEW JERSEY HARBOR DISCHARGERS GROUP**

MOTIONED BY: Soares

SECONDED BY: Velazquez

WHEREAS, the North Hudson Sewerage Authority (hereinafter "Authority") is a public body, duly formed under the Sewerage Authorities law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

WHEREAS, the following sewerage and municipal and county utility authorities in New Jersey have formed a consortium known as the New Jersey Harbor Dischargers Group ("NJHDG") to address issues arising from the various studies performed under the Harbor Program:

Bergen County Utilities Authority
Joint Meeting of Essex and Union Counties
Linden Roselle Sewerage Authority
Middlesex County Utilities Authority
North Bergen Municipal Utilities Authority
North Hudson Sewerage Authority
Passaic Valley Sewerage Commissioners
Rahway Valley Sewerage Authority
Secaucus Municipal Utilities Authority

WHEREAS, the NJHDG has accepted the proposal from Great Lakes Environmental Center (GLEC) to renew the Technical Advisor Contract in the amount of \$123,000.00 and requires each NJHDG member agency pass a resolution authorizing the signing of a contract with GLEC; and

WHEREAS, the share for the North Hudson Sewerage Authority is 7.67% of the total in the amount of \$9,357.00.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the Local Public Contracts Law, specifically N.J.S.A. 40a:11-10, the participation of the Authority is hereby approved as reasonable and necessary for the efficient operation of the North Hudson Sewerage Authority.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the contract agreement on behalf of the North Hudson Sewerage Authority, subsequent to the review and approval of the contract language by its General Counsel.

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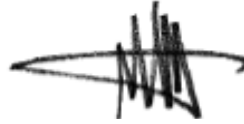
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DATED: AUGUST 20, 2020

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
Commissioner Soares	x		
Commissioner Kappock	x		
Commissioner Marotta	x		
Commissioner Gardiner	x		
Commissioner Friedrich	x		
Commissioner Sanchez	x		
Commissioner Velazquez	x		
Commissioner Roque			x
Commissioner White	x		

**THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE
NORTH HUDSON BOARD OF COMMISSIONERS ON AUGUST 20,2020.**



SECRETARY

AGREEMENT

This Agreement made this 1st day of June 2020 for the one (1) year period June 1, 2020 to May 31, 2021 by and among the Bergen County Utilities Authority (Little Ferry and Edgewater), Joint Meeting of Essex and Union Counties, Linden Roselle Sewerage Authority, Middlesex County Utilities Authority, North Bergen Municipal Utilities Authority, North Hudson Sewerage Authority, Passaic Valley Sewerage Commission, Rahway Valley Sewerage Authority, and the Secaucus Municipal Utilities Authority, bodies politic and corporate of the State of New Jersey, and Great Lakes Environmental Center with principal offices for the transaction of business located at 739 Hastings Street, Traverse City, Michigan (hereinafter referred to as "GLEC").

WITNESSETH:

WHEREAS, the Clean Water Act, 33 USC 1251 et seq. (the "Act"), empowers the United States Environmental Protection Agency ("USEPA") to develop, in cooperation with other federal and state agencies, comprehensive programs for the prevention, reduction, or elimination of pollution of navigable waters; and

WHEREAS, pursuant to Section 301 of the Act, the USEPA is authorized to establish effluent limitations for publicly-owned treatment works; and

WHEREAS, the USEPA, New Jersey Department of Environmental Protection ("NJDEP"), and the New York Department of Environmental Conservation have initiated and coordinated the New York/New Jersey Harbor Estuary Program (Harbor Program) to study the quality of water in the New York/New Jersey Harbor; and

WHEREAS, the following sewerage and municipal and county utilities authorities in New Jersey have formed a consortium known as the New Jersey Harbor Dischargers Group ("NJHDG") to address issues arising from the various studies performed under the Harbor Program:

Bergen County Utilities Authority (Little Ferry and Edgewater)
Joint Meeting of Essex and Union Counties
Linden Roselle Sewerage Authority
Middlesex County Utilities Authority
North Bergen Municipal Utilities Authority
North Hudson Sewerage Authority
Passaic Valley Sewerage Commission
Rahway Valley Sewerage Authority
Secaucus Municipal Utilities Authority

WHEREAS, the NJHDG has determined that it is necessary to engage a professional environmental consultant to serve as Technical Advisor to the NJHDG to coordinate the monitoring of the New York/New Jersey Harbor and its tributaries and for the performance of toxics and nutrient studies that will be required by the NJHDG; and

WHEREAS, the NJHDG had designated the Bergen County Utilities Authority ("BCUA") to serve as lead agency for the purpose of procuring the necessary professional environmental services required by the NJHDG; and

WHEREAS, on or about July 18, 1994, the BCUA, on behalf of the NJHDG, issued a Request for Proposals ("RFP"), to solicit proposals from professional environmental consultants to serve as Technical Advisor to the NJHDG; and

WHEREAS, the NJHDG had previously awarded a contract to GLEC to act as Technical Advisor to the NJHDG which has now expired, and.

WHEREAS, the NJHDG desires to continue to engage GLEC to serve as Technical Advisor to the NJHDG; and

WHEREAS, the services to be rendered by GLEC are exempt from competitive bidding requirements under N.J.S.A. 40A: 11-5(1)(a)(I), as such services constitute professional services, i.e., services required or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law; and

WHEREAS, the scope of work and compensation to be paid therefore shall be memorialized in an Agreement to be executed by and between the members comprising the

NJHDG and GLEC; and

WHEREAS, the members of the NJHDG are desirous of executing an Agreement with GLEC for the continued performance of professional environmental services as Technical Advisor to the NJHDG; and

WHEREAS, pursuant to the terms of Cooperative Pricing Agreement (52NJHDGCPSPS), renewed and approved by the New Jersey Department of Community Affairs on October 14, 2009, each member of the NJHDG is required to pay its proportionate share of the cost of the professional environmental services contemplated hereby (a schedule of such proportionate costs is attached hereto and made a part hereof as "Attachment A") and to authorize the execution of the Agreement, similar in form and substance to the Agreement attached hereto, in order to initiate the procurement of professional environmental services as Technical Advisor to NJHDG to perform the studies and analyses required by the NJHDG; and

WHEREAS, the award of this Agreement is necessary for the efficient operations of the members of the NJHDG;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The NJHDG appoints and retains GLEC to serve as Technical Advisor to the NJHDG in accordance with their most recent proposal submitted on July 14, 2020 which proposal is incorporated herein by reference and made a part hereof.
2. GLEC shall perform the professional environmental services as enumerated and set forth in their proposals for the compensation set forth therein.
3. GLEC represents and warrants that it possesses all requisite degrees, accreditation, and licenses required by law to perform the services enumerated in this Agreement.
4. GLEC shall prepare and submit to the NJHDG such reports on the status of services being provided by GLEC as may be requested by the NJHDG.

5. GLEC shall not enlarge or reduce the scope of services with respect to any matter assigned to it without the express written consent of the NJHDG.
6. GLEC agrees that it will make adequate staff available to the NJHDG to provide the services required hereunder.
7. GLEC agrees to comply with all federal, state, and local laws and regulations applicable to the rendering of the services by GLEC hereunder, and particularly to comply with nondiscrimination laws and regulations promulgated pursuant to *P.L. 1975, c. 127*, where and if applicable, and the terms of Exhibit A, Mandatory Equal Employment Opportunity Language, appended hereto.
8. Nothing herein contained shall be deemed or construed from preventing GLEC from utilizing professional sub-consultants for the performance of the professional services, if the same are required to complete the work contemplated hereby, on notice to and approved by the NJHDG.
9. GLEC agrees to indemnify the NJHDG from all claims, liabilities, losses, damages, and/or expenses resulting in property damage and/or personal injuries arising out of or resulting from the negligent acts and/or omissions of GLEC and its agents, servants, employees, or independent contractors or sub-contractors in performing the professional environmental services as set forth in this Agreement.
10. GLEC represents and agrees that it shall perform all professional environmental services under this Agreement in a manner consistent with that duty and level of due care and skill, respectively, ordinarily exercised by environmental professionals under similar circumstances.
11. The parties agree that the NJHDG shall have the right to terminate this Agreement at any time by giving GLEC written notice in accordance with the terms of this Agreement. Should termination occur, GLEC shall be paid for all services provided up to the date of final termination. In determining the value of the work performed by GLEC prior to such termination, no consideration will be given to anticipated profit which GLEC may have contemplated on the uncompleted portion of the work. If such termination is effected,

GLEC shall, however, issue an interim report upon such termination, indicating the work performed to date.

12. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a postage prepaid envelope addressed, if to GLEC:

Mick DeGraeve, President
Great Lakes Environmental Center
739 Hastings Street
Traverse City, Michigan 49686

If to the NJHDG:

Robert Laux, Executive Director
Bergen County Utilities Authority
Foot of Mehrhof Road;
P. O. Box 9
Little Ferry, New Jersey 07643

or at such other address as GLEC or NJHDG, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, on delivery thereof, and if mailed, upon the delivery of same.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
14. This Agreement is for the sole benefit of the NJHDG, its successors and assigns, and GLEC, its successors and assigns, and no third part beneficiary to this Agreement is contemplated or implied.
15. In the event the corporation known as GLEC shall be reorganized, dissolved and reconstituted for any reason, this Agreement shall continue in full force and effect with the successor organization, provided that the NJHDG shall have the right to cancel this Agreement upon notification to the NJHDG of any termination or reorganization of GLEC involving an outside firm or organization becoming involved in the control of the corporation known as GLEC.

16. This Agreement is specifically subject to the availability and appropriation annually of sufficient funds as may be required to meet this extended obligation by the members of the NJHDG. In the event it becomes apparent to the NJHDG that adequate funds will not be available to meet any extended obligation herein, the NJHDG shall immediately notify GLEC.
17. Each member of the NJHDG shall be liable for the share of the total amount of the contract as indicated in Attachment "A", and as Attachment "A" may be modified in accordance with Article 5 of the Agreement. Failure of any of the NJHDG members to pay GLEC any amount due shall not become the responsibility of the NJHDG or any other member thereof. GLEC shall be responsible for billing each NJHDG member individually for its share.
18. This agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any Provisions herein shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall constitute a continuing waiver unless otherwise expressly provided. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto.
19. GLEC shall present separate evidence that it maintains in effect the following policies of insurance during the term of this Agreement: (a) Workers' Compensation Insurance in accordance with the provisions of the Workers' Compensation Law of the State of New Jersey, for each employee engaged to work under this Agreement; (b) Comprehensive General Liability Insurance, with a combined single limit of at least \$2,000,000.00; and (c) Professional Liability Insurance with a combined single limit of at least \$2,000,000.00. The above noted policies of insurance shall be maintained with carriers that are acceptable to the BCUA, and the BCUA's acceptance shall not be unreasonably withheld. GLEC shall provide

the BCUA with its certificate(s) for the above insurances naming the BCUA and the other members comprising the NJHDG as additional insured's. The certificate(s) shall include a statement that prior to cancellation of the policy, notice of same shall be given to the BCUA for all policies so affected. All notices shall name and identify this Agreement. Failure to give such notice for any reason shall be a breach of this Agreement which may, at the option of the BCUA and upon reasonable notice to GLEC, cause this Agreement to be terminated.

20. This agreement has been awarded to GLEC based on the merits and abilities Of GLEC to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20A et seq. As such, the undersigned does hereby attest that GLEC, its subsidiaries, assigns or principals controlling in excess of 10% of the GLEC has neither made a contribution, reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to *P.L. 2004, c.19*, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in Essex, Monmouth, Passaic, Bergen, Union, Hudson, Middlesex, Somerset, and Morris Counties (collectively "the Counties") and any municipality, fire district, board of education in such Counties, (together with Counties, collectively "Entities" and individually "Entity") if a member of that political party is serving in an elective public office of any Entity when the contract is awarded, or to any candidate committee of any person serving in an elective public office of any Entity when the Agreement was awarded. GLEC shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of *P.L. 2004 c. 19*, that are made during the duration of this Agreement.
21. As a courtesy, GLEC is advised that a for-profit business entity that has received \$50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to *P.L. 2005 c. 271* by March 30. It is the Broker's responsibility to determine if filing is necessary. Additional information on this requirement is available from the ELEC at (888) 313-3532 or at www.elec.state.nj.us.

22. If any paragraph or provision of this Agreement is judged to be invalid or unenforceable, it shall then be severed from this agreement, and the balance of this Agreement shall survive as if such paragraph or section was not contained within this Agreement.

23. Business Registration Certificate. GLEC shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to GLEC prior to entry into a contract with GLEC.

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for GLEC or another subcontractor in the fulfillment of this Agreement where the aggregate cost of the subcontractors work exceeds 15% of the Authority's bid threshold (where the costs of the subcontractor's work in the aggregate exceeds \$6,000.00).

Before final payment on the Agreement is made by the Authority, GLEC shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of *P.L.2001, c.134* (C.52:32-44 et al.) or subsection e. or f. of section 92 of *P.L.1977, c.110* (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

24. For the term of the contract, GLEC and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

25. Travel Costs. If applicable, travel will be reimbursed at a rate not to exceed the applicable IRS rate in effect at the time the travel occurs, and any out of pocket costs for tolls and parking shall be reimbursed at actual cost.

26. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

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ATTACHMENT "A"

New Jersey Harbor Dischargers Group Total Cost Per Facility
with
Great Lakes Environmental Center

TOTAL AMOUNT OF CONTRACT \$91,000

Bergen County Utilities Authority (Little Ferry & Edgewater)	11.11%	\$10,110.10
Joint Meeting of Essex & Union Counties	10.70%	\$9,737.00
Linden Roselle Sewerage Authority	6.72%	\$6,115.20
Middlesex County Utilities Authority	15.64%	\$14,232.40
North Bergen Municipal Utilities Authority	5.76%	\$5,241.60
North Hudson Sewerage Authority	7.67%	\$6,979.70
Passaic Valley Sewerage Commission	28.19%	\$25,652.90
Rahway Valley Sewerage Authority	8.30%	\$7,553.00
Secaucus Municipal Utilities Authority	5.91%	\$5,378.10
		\$91,000.00

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE =\$10,110.10

Witness

**Bergen County Utilities Authority
(Little Ferry and Edgewater)**

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$9,737.00

Witness

Joint Meeting of Essex and Union Counties

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$6,115.20

Witness

Linden Roselle Sewage Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE =\$14,232.40

Witness

Middlesex County Utilities Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE =\$5,241.60

Witness

North Bergen Municipal Utilities Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE =\$6,979.70

Witness

North Hudson Sewerage Authority

By: 
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE =\$25,652.90

Witness

Passaic Valley Sewerage Commission

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$7,553.00

Witness

Rahway Valley Sewerage Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$5,378.10

Witness

Secaucus Municipal Utilities Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report or Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**