

**AGREEMENT BETWEEN**  
**PASSAIC VALLEY SEWERAGE COMMISSION**  
**AND**  
**TURNER SURETY AND INSURANCE BROKERAGE, INC.**

PVSC Resolution No. 388-16  
PVSC Agreement No. 2663

**THIS AGREEMENT** is made by and between

**PASSAIC VALLEY SEWERAGE COMMISSION**  
600 Wilson Avenue  
Newark, New Jersey 07105  
(hereinafter, "PVSC")

and

**TURNER SURETY AND INSURANCE BROKERAGE, INC.**  
Mack-Cali Centre II  
650 From Road, Suite 295  
Paramus, New Jersey 07652  
(hereinafter, "Consultant")

(collectively, the "Parties") and shall be deemed binding and effective upon the date that it is signed by both Parties.

**WHEREAS**, in September 2016, the Passaic Valley Sewerage Commission issued a Request for Proposals ("RFP") for Owner Controlled Insurance Program Consulting and Administrative Services to those firms qualified under Resolution No. 282-16, with a return date of October 18, 2016; and

**WHEREAS**, PVSC approved Consultant's Proposal for this work as is set forth in PVSC Resolution No. 388-16, dated December 15, 2016 ("Resolution 388-16") (Exhibit A).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**I. CONSULTANT'S SERVICES**

A. Description of Consultant's Services. Consultant shall perform all services, as described below in the Request for Qualifications and Proposals prepared by PVSC dated July 2016, which is annexed hereto and incorporated herein as Exhibit B, and Consultant's complete proposal dated July 8, 2016, which is annexed hereto and incorporated herein as Exhibit C. In the event Consultant's proposal and this Agreement and the Request for Qualification and Proposals are in

are in conflict, the provisions, terms and conditions of this Agreement and Request for Qualifications and Proposal shall govern and bind the parties.

B. Changes in Consultant's Personnel. Consultant shall not make changes in personnel or subconsultants without the prior written permission of PVSC.

C. Consultant's Work Product. At the conclusion of the work performed hereunder, Consultant shall return to PVSC, without further charge or payment, all data, drawings and other documents, including, but not limited to, all underlying calculations, computations, and studies, which documents shall become the property of PVSC. Consultant may retain copies of all work and documents for its records. Consultant does not assume liability for reuse of data, drawings and other documents by PVSC or others for any purpose other than the purpose intended in this Agreement.

## **II. TERM OF THE AGREEMENT**

A. The initial term of the Agreement shall be for one year starting on the date on which the Agreement is executed by the last party to execute the Agreement.

B. At PVSC's sole election, PVSC can exercise two one (1) year options to extend the Agreement to a maximum term of three years. Each option will run for one (1) year starting on the same month and day as the initial term began. If PVSC is going to exercise any of its options to extend this Agreement beyond the initial term, then it must advise Consultant in writing that it is exercising its option no later than 60 days before the then existing term expires. Otherwise, the Agreement will expire by its terms at the end of the then existing term unless terminated earlier for cause or without cause as per Section XI below.

### III. COMPENSATION

A. Fees. PVSC shall pay Consultant for services performed in connection herewith, in accordance with this Agreement, the provisions contained in Consultant's Compensation Proposal, which is annexed hereto and incorporated herein as Exhibit D, and PVSC Resolution No. 388-16. Consultant's base contract compensation shall be as follows. For the initial one-year term of the Agreement, Consultant's compensation shall be in a total amount not to exceed \$305,000, which includes all labor and expenses. For the optional second one-year term, if PVSC exercises that option, Consultant's compensation shall be in a total amount not to exceed \$165,000 for the second year, which includes all labor and expenses. For the optional third one-year term, if PVSC exercises that option, Consultant's compensation shall be in a total amount not to exceed \$175,000 for the third year, which includes all labor and expenses. Any additional services that may be provided to PVSC under this Agreement will be subject to the schedule of fees and hourly rates in Consultant's Compensation Proposal.

B. Method of Payment. Consultant shall submit 12 equal monthly invoices for the services rendered in each one year term. PVSC shall make payments within forty (40) days after receipt of each such invoice. Invoices must be received at least twenty-four (24) days prior to the published dates of any PVSC meetings in order for payment to be made within forty (40) days.

C. Disputes. In the event of a disputed or contested billing, PVSC shall withhold only that portion so contested and PVSC shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

#### IV. INSURANCE

Consultant shall procure and maintain, at Consultant's own cost, throughout the duration of the project, from inception through completion, insurance as follows:

- |   |  |
|---|--|
| 1. Workers' Compensation Insurance in compliance with the laws of the State of New Jersey | \$500,000/\$500,000/\$500,000              |
| Employers Liability Coverage in the amount of   | \$1,000,000                                |
| 2. Comprehensive General Liability and Bodily Injury, including death                     | \$1,000,000 each occurrence                |
| Combined Single Limit   | \$1,000,000 each occurrence                |
| 3. Comprehensive Automobile Liability, Bodily Injury, Property Damage                     | \$1,000,000 each occurrence                |
| Combined Single Limit   | \$1,000,000 each occurrence                |
| 4. Professional Liability   | \$1,000,000 per claim and annual aggregate |

PVSC and its commissioners, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies before it commences the work to be performed under this Agreement. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its commissioners, officers, directors, employees, and agents as additional insureds and certified declaration page(s) for the policies. The Certified Endorsements and Declaration Page(s) shall be attached hereto as Exhibit E. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its commissioners, officers, directors, employees, and agents have been named as additional insureds.

The Consultant will provide a minimum thirty (30) days' written notice to PVSC prior to any cancelation, material change, or refusal of renewal of Consultant's insurance. In the event

of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

Each insurance policy except professional liability shall provide that neither Consultant nor its insurer shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by Consultant shall be primary and without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event Consultant is permitted to utilize any subconsultant, Consultant shall require the subconsultant's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and Consultant's insurance being primary. In the alternative, Consultant may insure the activities of its subconsultants under its own policies. Consultant is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

## **V. INDEMNIFICATION**

Consultant shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance under this Agreement, and will pay over, reimburse and

make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

The failure of Consultant to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of Consultant's insurance carrier to provide insurance coverage shall not relieve Consultant of its indemnification obligations.

#### **VI. STANDARD OF CARE**

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

#### **VII. PENALTIES AND FINES**

In the event PVSC is penalized by any governmental authority, including but not limited to the Environmental Protection Agency and/or the New Jersey Department of Environmental Protection, due to any negligent act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

## **VIII. NEW JERSEY LAW**

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than the State of New Jersey.

## **IX. CHANGES**

PVSC may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

## **X. SUSPENSION OR ABANDONMENT**

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, and PVSC provides at least thirty (30) days' prior written notice thereof, this Agreement shall be terminated as to the part suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property of PVSC. In the event that PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurs, but in no event shall PVSC make payment for damages and/or anticipated profits.

## **XI. TERMINATION OF AGREEMENT**

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this Agreement within the time prescribed herein, or should violate any of the terms, conditions or



covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

B. Termination Without Cause. PVSC, in its sole discretion, may terminate this Agreement at any time by giving Consultant thirty (30) days' notice thereof.

C. Return of Property. If PVSC shall terminate this Agreement, all data, documents, and completed and partially completed work in connection with this Agreement shall become and remain the property of PVSC upon payment to Consultant for all work deemed satisfactory to PVSC, including costs and overhead expenses incurred up to the termination date, but in no event shall PVSC make payment for damages and/or anticipated profits.

D. In the event that PVSC terminates this Agreement prior to its expiration, PVSC shall pay to Consultant, the pro-rata share of the fixed fee for the base contract for the period before the effective date of the termination and the applicable charges for any additional services provided by the Consultant before the effective date of the termination. The pro-rata share will be calculated by dividing the applicable fixed total base contract charge for then existing contract year into an equal monthly charge. PVSC would pay the applicable service charge through the last month on which services were provided. In the event that PVSC made any advance payments, PVSC would be entitled to reimbursement of any such advance payments that cover the post-termination period.

E. Non-Waiver. If PVSC elects to terminate this Agreement, said termination will be without prejudice to PVSC's right to pursue any other remedies in law or in equity, including PVSC's right to proceed against Consultant for breach of contract.

## **XII. SUCCESSORS AND ASSIGNS**

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein contained shall extend to and be binding upon the successors and assigns of Consultant and PVSC, it being understood however that no contractual relationship shall exist between PVSC and any Consultant subcontractors consented to by PVSC. Any assignment or delegation by Consultant in violation of this section shall be void.

## **XIII. AFFIRMATIVE ACTION**

Consultant agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27.1, et seq.). The mandatory language which is more specifically set forth in Exhibit F and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made part of this Agreement.

## **XIV. CERTIFICATE OF AUTHORIZATION**

If Consultant is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional consulting services in New Jersey as part of this Agreement, it shall, upon execution of this Agreement, provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56. Further, Consultant shall be responsible for complying with all statutory requirements of N.J.S.A. 45:8-27, et seq. (including N.J.S.A. 45:8-56), as they apply to Consultant, and any of Consultant's subcontractors and/or successors and assigns.

## **XV. BUSINESS REGISTRATION CERTIFICATE**

Consultant shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Consultant shall provide a copy of its business registration to PVSC upon execution of this Agreement. Consultant, as a contractor of PVSC, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor;

Before final payment on the contract is made by the contracting agency, the contractor must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;

For the term of the contract, the contractor and each of its affiliates and subcontractors 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, (N.J.S.A. 54:32B-1, et seq.) 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.

A business organization that fails to provide a copy of a proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

## **XVI. PUBLIC LAW 2005, C. 51 (FORMERLY EXECUTIVE ORDER NO. 134)**

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from

political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, “Chapter 51”), the Certification and Disclosure Form in Exhibit G, and the Statement of Ownership in Exhibit H have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

B. Definitions. For the purpose of this Agreement, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee;

and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

C. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

D. Continuing Disclosure. The business entity is required, on a continuing basis, to report any contributions it makes during the term of this contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. Such disclosure shall be submitted to PVSC using the standard certification and disclosure form on the Department of Treasury, Division of Purchase and Property website: <http://www.state.nj.us/treasury/purchase/execorder134.htm>.



E. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

#### **XVII. NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off. The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership

or S corporation, respectively. N.J.A.C. 18:2-8.3. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

#### **XVIII. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The Consultant is required to read the Americans with Disabilities language attached hereto and made a part of this Contract as Exhibit I and agrees that the provision of Title 11 of the Act will be made a part of the contract. The Consultant is obligated to comply with the Act and to hold PVSC harmless.

#### **XIX. CLAUSES REQUIRED BY LAW**

All clauses required to be included in this Agreement, pursuant to the provisions of federal or state law or regulation, are hereby incorporated by reference and shall apply to this Agreement as if set forth at length herein.

#### **XX. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS**

Pursuant to N.J.S.A. 52:15C-14(d), et seq., the Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **XXI. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

## **XXII. INCORPORATION OF RECITALS**

The recital paragraphs and Exhibits attached hereto are incorporated herein by reference as if set forth at length herein.

## **XXIII. COMPLETE AGREEMENT**

This Agreement, together with Exhibits A through J, represents the entire understanding and agreement between PVSC and Consultant for services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**



IN WITNESS WHEREOF, PVSC and Consultant, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest:

PASSAIC VALLEY SEWERAGE COMMISSION

Joseph F. Kelly  
Joseph F. Kelly  
Clerk

By: Gregory A. Tramontozzi  
Gregory A. Tramontozzi  
Executive Director

Dated: 2-21-2017

Dated: 2/21/17

Attest:

TURNER SURETY AND INSURANCE BROKERAGE,  
INC.

Dawn E. Chier

By: Christopher T. Smith

Printed Name: Christopher T. Smith

Title: V.P. Managing Director

Dated: 2/15/17

Dated: 2-15-17

# Exhibit A

## RESOLUTION

**WHEREAS**, in September 2016, the Passaic Valley Sewerage Commission issued a Request for Proposals for Owner Controlled Insurance Program Consulting and Administrative Services to those firms qualified under Resolution 282-16, with a return date of October 18, 2016, and


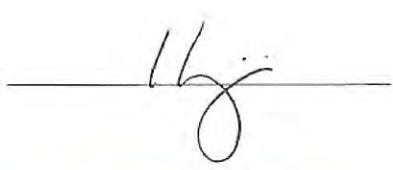
**WHEREAS**, four proposals were opened on October 18, 2016, and evaluated by PVSC staff in accordance with Executive Order 37 (2006), and

**WHEREAS**, in a memorandum dated December 8, 2016, Purchasing Agent Thomas Fuscaldo reports that the evaluation committee recommends appointing the highest ranked proposing firm, Turner Surety and Insurance Brokerage, Inc. ("Turner"), to perform Owner Controlled Insurance Program Consulting and Administrative Services.

**NOW, THEREFORE, BE IT RESOLVED** that the Passaic Valley Sewerage Commission hereby appoints the highest ranking proposing firm, Turner Surety and Insurance Brokerage, Inc., to perform Owner Controlled Insurance Program Consulting and Administrative Services as outlined in Turner's proposal dated October 18, 2016, and

**IT IS FURTHER RESOLVED** that this appointment shall be for the one (1) year period commencing January 1, 2017, and ending December 31, 2017, with two (2) one-year renewal options.

**MEETING DATE:** December 15, 2016



	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>OTHER</u>	<u>REMARKS</u>
Comm. Calabrese	<input checked="" type="checkbox"/>					
Comm. Catuogno	<input checked="" type="checkbox"/>					
Comm. Crump	<input checked="" type="checkbox"/>					
Comm. Heck	<input checked="" type="checkbox"/>					
Comm. Quintana	<input checked="" type="checkbox"/>					
Vice Chairman Lucianin	<input checked="" type="checkbox"/>					
Chairman Tucci	<input checked="" type="checkbox"/>					
<b>TOTAL</b>	<u>7</u>					

**RESOLUTION NO.** 50820  
**PASSAIC VALLEY SEWERAGE COMMISSION RESOLUTION**

# Exhibit D

ATTACHMENT K

**PROPOSAL COST FORM/SIGNATURE PAGE**

To the Passaic Valley Sewerage Commission:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services (Section 2- Page 8-10) attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the same for:

1. \$305,000.00
2. Schedule of fees and hourly rates for additional services which may be proposed\*.

**Yes** - See Attached No

\*Attach Fee Schedule if Applicable

The undersigned is a Broker under the laws of the State of New Jersey having its principal office at 650 From Rd.; Suite 295, Paramus, NJ 07652

Turner Surety and Insurance Brokerage, Inc.

Company

[REDACTED]  
Federal ID # or Social Security #

650 From Rd.; Suite 295, Paramus, NJ 07652

Address



Signature of Authorized Agent / Date

Nicholas Walsh

Type or Print Name

201-267-7501

Telephone Number

[REDACTED]  
Fax Number

Email Address nwalsh@tsibinc.com

**Attachment K Fee Schedule:****RFP: Consulting and Administrative Services – Owner Controlled Insurance Program (OCIP)****#1: Supplemental Information for item #1 Cost Proposal**

Option#1 Year #2 proposed Fee:	\$ 165,000.00
Option#2 Year #3 proposed Fee:	\$ 175,000.00

**Qualifications & Assumptions**

Fees for the base contract and each option year are based on the following assumptions for the level of effort required in Task Three: Supplemental Safety and Loss Prevention Service/Risk Engineering

#1	Broker shall supply approximately one (8) hour visit, inclusive of travel time, per month by the Broker Safety/Loss Prevention/Risk Engineering consultant.
#2	Broker will provide up to (3) hours per month for Item #2 of RFP Task #3
#3	Broker will provide up to (3) hours per month for Item #3 of RFP Task #3

**#2: Schedule of Fees and Hourly Rates for Additional Services**

Broker Commission for any line of coverage outside of the OCIP coverages	7.00%
Surety Consultation / Bonding Assistance Program (hourly Rate)	\$250.00
Insurance/Risk Management Consultation outside scope of OCIP (hourly rate)	\$250.00

# Exhibit F

N.J.S.A. 10:5-31 et. seq. P.L.1975.C.127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICES 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 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, 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Purchase and 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 Div. of Purchase and 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.**

# Exhibit G

## PASSAIC VALLEY SEWERAGE COMMISSION

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions**FOR STATE AGENCY USE ONLY**Solicitation, RFP, or Contract No. OCIP Consultant Award Amount \_\_\_\_\_Description of Services Provide professional consulting and administrative services for an Owner Controlled Insurance Program (OCIP)State Agency Name Passaic Valley Sewerage Commission Contact Person Thomas A. FuscaldoPhone Number 973-817-5702 Contact Email tfuscaldo@pvsc.nj.gov☐ Check if the Contract / Agreement is Being Funded Using FHWA FundsPlease check if requesting  
recertification ☐**Part 1: Business Entity Information**Full Legal Business Name Turner Surety and Insurance Brokerage, Inc.  
(Including trade name if applicable)Address Mack-Cali Centre II, Suite 650City Paramus State NJ Zip 07652 Phone 201-267-7500Vendor Email evatne@tcco.com Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☒ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder  
☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS  
☐ Partnership: LIST ALL PARTNERS with any equity interest  
☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest  
☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

- \* Nicholas F Walsh - President & CEO  
 \* Donald R Oshiro - VP, Secretary & Treasurer  
 \* John Chapman - VP  
 \* Christopher T Smith - VP  
 \* Christa E Andresky - Assistant Secretary

**10% and greater shareholders of a corporation  
or all shareholder of a PC****\* TSIB is 100% corporately-owned. No individual person owns any part of TSIB****All Equity partners of a Partnership****All Equity members of a LLC**

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**



**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.  
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☒ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name Nicholas F. Walsh Print Name Nicholas F. Walsh

Title/Position President & CEO Date 6/30/2016

**Procedure for Submitting Form(s)**

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

# Exhibit H

**ATTACHMENT E**

**STATEMENT OF OWNERSHIP**  
**NOTICE FOR CORPORATIONS AND PARTNERSHIPS**

Chapter 33 of the Public Laws of 1977 (N.J.S.A 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a statement. The statement shall set forth the names and home addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or all individual partners in the partnership who own ten percent (10) % or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation stock, or the individual partners owning 10% greater interest in that partnership, as the case may be shall also be listed. See below:

**STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT**

**CONSULTANT: (CHECK ONE)**

☐ **SOLE PROPRIETORSHIP**    ☐ **PARTNERSHIP**  
☒ **CORPORATION**    ☐ **OTHER-specify** \_\_\_\_\_  
☐ **JOINT VENTURE**

Please check the appropriate paragraph:

( ) I certify that the list below contains the names and home addresses of all individuals holding 10% or more ownership of the undersigned. If no, so state.

( X ) I certify that no one individual owns 10% or more of the undersigned.

TSIB is 100% corporately-owned. No individual person owns any part of TSIB

**NAME OF CONSULTANT: Turner Surety and Insurance Brokerage, Inc.**



**SIGNATURE OF PRESIDENT, VICE PRESIDENT**

**Nicholas F Walsh - President & CEO**

**PRINT NAME**

**THIS STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED COMPANY OFFICIAL  
SIMULTANEOUS WITH THE CONTRACT TO BE ENTERED WITH PASSAIC VALLEY  
SEWERAGE COMMISSION**

**OWNERS**

**NAME:**  
**HOME**  
**ADDRESS:**

**NAME:**  
**HOME**  
**ADDRESS:**

**PERCENTAGE OF OWNERSHIP: \_\_\_\_\_**

**PERCENTAGE OF OWNERSHIP: \_\_\_\_\_**

**\*PLEASE ADD ADDITIONAL SHEETS FOR NAMES IF NECESSARY\***

# Exhibit I



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Passaic Valley Sewerage Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# Exhibit J

RFP/BID: **OCIP PROGRAM CONSULTANT** Bidder/Officer: Turner Surety and Insurance Brokerage, Inc.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") The Chapter 25 list is found on the Division's website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.

If PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

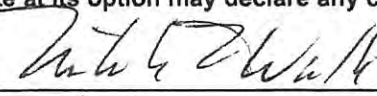
☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates *is* listed on the New Jersey Department of Treasury Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Bidder/Officer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Nicholas F. Walsh Signature 

Title President & CEO Date: 6/30/2016