

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

RESOLUTION 2015-5-13-__

PROFESSIONAL SERVICES APPOINTMENTS

WHEREAS, N.J.S.A. 40A: 11-5 (1) (a) (i) provides for the appointment of persons who shall render professional services, and

WHEREAS, there exists a need for Laboratory Services, and

WHEREAS, the Treasurer has certified that funds are available and have been budgeted for these purposes, and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A: 11-1, et seq.) requires that the Resolution authorizing the awarding of contracts for "Professional Services" without competitive bids must be publicly advertised, and

WHEREAS, the Local Unit Pay-To-Play Law (N.J.S.A. 19:44A-20.5 et seq.) requires that under certain circumstances a municipality or any agency or instrumentality thereof, shall not enter into a contract having an anticipated value in excess of \$17,500, as determined in advance and certified in writing by the municipality, agency or instrumentality, with a business entity, except a contract that is awarded pursuant to a fair and open process, and

WHEREAS, the Willingboro Municipal Utilities Authority has by resolution 2005-54 established such a process, and

WHEREAS, the request for proposals and criteria for awarding such contracts was posted on the internet website maintained by the Willingboro Municipal Utilities Authority on April 20, 2015 and advertised in the Burlington County Times on April 17, 2015, and

WHEREAS, proposals were received on May 7, 2015 and have been reviewed for the various professional appointments.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

NOW, THEREFORE BE IT RESOLVED by the Willingboro Municipal Utilities Authority, assembled this 13th day of May, 2015 at the Administrative Office, 433 John F. Kennedy Way, Willingboro, New Jersey that the following appointments be made:

Laboratory Services: QC, Inc. d/b/a QC Laboratories
PO Box 514
Southampton, PA 18966-0514

1. Term of appointments shall be June 1, 2015 to May 31, 2016.
2. They shall receive such compensation as set forth in this Resolution as follows:

Laboratory Services	not to exceed \$35,000 per annum
---------------------	----------------------------------
3. The Executive Director is hereby authorized to execute the contracts on behalf of the Authority.
4. These awards are made without competitive bidding as a "Professional Service" under the provisions of NJSA 40A: 11 Local Public Contracts Law and in accordance with the provision of NJSA 19:44A-20.5 et seq..
5. Notice of Appointment shall be published in the Burlington County Times as required by law within ten (10) days of appointment.



T. Wayne Scott, Chairman

ATTEST:

Michael Armstrong, Secretary

**CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACTS**

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT, made and executed this 29th day of May, 2015 by and between the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY, a public body corporate and politic created pursuant to N.J.S.A.40:14 B -1 et. seq., hereinafter referred to as "The AUTHORITY", and QC INC., 1205 Industrial Highway, P O Box 514, SOUTHAMPTON, PA., 18966-0514 hereinafter referred to as "The SUPPLIER",

WITNESSETH:

1. The SUPPLIER herewith covenants to furnish and provide to the AUTHORITY the following services: LABORATORY ANALYSES OF WATER, WASTEWATER AND SEWAGE SLUDGE as per proposal dated 4/29/15 identified as Exhibit B.
2. In consideration of the performance of said services, the AUTHORITY agrees to pay the SUPPLIER for the same at the rates shown in the attached Exhibit B.
3. Payment by the AUTHORITY shall be made upon receipt by the AUTHORITY of an itemized statement and voucher from the SUPPLIER for the services performed. The SUPPLIER recognizes that said payments will require the AUTHORITY approval at a public meeting and therefore agrees to submit his statement and voucher at least ten days in advance of the next regular meeting of the AUTHORITY and to expect payment thereof within ten days after said meeting.
4. The AUTHORITY meets on the third Wednesday of each month and the SUPPLIER may rely thereon in submitting for payment unless otherwise notified by the AUTHORITY.
5. The SUPPLIER covenants that in performing the requested services it will comply with all governmental regulations.
6. This Agreement and the documents specifically incorporated by reference contain the entire understanding between the parties hereto with respect to this transaction and shall not be altered, modified or supplemented by the parties except by a subsequent writing, signed and sealed by them.
7. This Agreement shall be binding upon the respective parties hereto and their respective successors or heirs.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

8. This Agreement shall not be assigned by either party without the prior written consent of the other.

9. Affirmative Action. The provisions of Exhibit "A" with respect to MANDATORY AFFIRMATIVE ACTION LANGUAGE IN PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS are specifically incorporated herein as a material provision of this contract.

10. Equal Opportunity for Individuals with Disability The provisions of Exhibit "C" with respect to the AMERICANS WITH DISABILITIES ACT OF 1990 , 42 U.S.C. S12101 et seq.) are specifically incorporated herein as a material provision of this contract.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

11. This contract has been awarded to QC Inc. based on the merits and abilities of QC Inc. to provide the services as described herein. The contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that QC Inc., it subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is 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) years preceding the award of the contract that would, pursuant to the aforesaid Statute affect its eligibility to perform the contract, nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Willingboro if a member of that political party is serving in an elective public office of the Township of Willingboro when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Willingboro when the contract is awarded.

12. The term of this contract shall be June 1, 2015 through May 31, 2016.

13. This contract may be terminated

A. If, through any cause, the successful SUPPLIER shall fail to fulfill in a timely and proper manner, the obligations/under this contract or if the SUPPLIER shall violate any of the requirements of this contract, the AUTHORITY shall thereupon have the right to terminate this contract by giving written notice to the SUPPLIER of such termination and specifying the effective date of termination.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

Such termination shall relieve the AUTHORITY of any obligation for balances to the SUPPLIER of any sum or sums set forth in the contract.

B. Notwithstanding the above, the SUPPLIER shall not be relieved of liability to the AUTHORITY for damages sustained by the AUTHORITY by virtue of any breach of the contract by the SUPPLIER and the AUTHORITY may withhold any payments to the SUPPLIER for the purpose of compensation until such time as the exact amount of the damage due the AUTHORITY from the SUPPLIER is determined.

C. The SUPPLIER agrees to indemnify and hold the AUTHORITY harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the AUTHORITY under this provision.

D. In case of default by the successful SUPPLIER, the AUTHORITY may procure the articles or services from other sources and hold the successful SUPPLIER responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the AUTHORITY reserves the right to cancel this contract.

F. This contract may be terminated by mutual agreement between the AUTHORITY and the SUPPLIER by either party giving 30 days notice to the other party.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

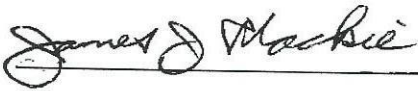
WILLINGBORO MUNICIPAL UTILITIES AUTHORITIES

By: _____



Andrew Weber, Executive Director

Attest



QC, INC.

By: _____

(President, Partner or Sole Proprietor)

Seal:

ATTEST: _____

Secretary

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT (Continued)

EXHIBIT A

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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 sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status 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, rate, creed, color, national origin, ancestry, marital status 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 worker's 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT (Continued)

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 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.

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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

CONTRACT (Continued)

EXHIBIT "B"

QC Inc., P.O. Box 514, Southampton, Pa. 18966

Proposal dated 4/29/15

EXHIBIT "C"

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

42 U.S.C. S12101 et seq.)

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereunto, 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

WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

pursuant to the OWNER 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 proceedings 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 "B"

April 29, 2015

Willingboro Municipal Utilities Authority
Joseph S. Bateman III, Executive Director
433 John F. Kennedy Way
Willingboro, NJ 08046

RE: Laboratory Services

Dear Mr. Bateman,

QC Laboratories is pleased to submit a proposal to supply laboratory services to the Willingboro Municipal Utilities Authority for "Laboratory Services". QC, Inc. has provided testing services to the MUA for about fourteen years and has a thorough understanding of your testing requirements.

In addition to our main laboratory in Southampton, QC also operates four satellite facilities to service our clients. Our main office in Southampton, PA is your primary contact location. Your Project Manager, Doug Gump, is well acquainted with your account and Stephen Bobbs, Customer Service Supervisor at our Southampton office, is also available to help with any service issues.

Southampton Office

Phone: 215-355-3900 ext 3308

Fax: 215-355-7231

Email: dgump@qclaboratories.com

QC, Inc.'s standard turn-around time is 10 business days. QC, Inc. offers three types of electronic data reporting. Clients may request EDD packages, they may sign up for LIMS access through which they can view results after they have been reviewed, or e-mailed copies of reports can be generated when the all results have been reviewed and a Serialized copy of the report is generated.

If you should have any questions please contact me at 215-355-3900. Thank you for the opportunity to bid on this project and I look forward to working with you in the coming contract year.

Sincerely,

A handwritten signature in black ink, appearing to read "David N. Speis", is written over the word "Sincerely,". The signature is fluid and cursive, with a large initial "D" and "S".

David N. Speis



Exhibit "B"

F. Pricing Proposal



Exhibit "B"



Laboratory Services Quotation

W01830
EURIA MULLINGS
WILLINGBORO M.U.A.
END OF IRONSIDE COURT

WILLINGBORO, NJ 08046

Project TESTING 2015-2016
Quote # Q27644 RMIL
Quote Date 02-10-15
Expiration Date 03-31-16
Phone 609-877-4583 Ext.
Fax 609-835-4645

Deliverables Format: STD + FORMS

Quantity	Matrix	Analysis	Unit Price	Total Price	Group Price
DRINKING WATER					
480	WATER	TOTAL COLIFORM	\$15.00	\$7,200.00	
16	WATER	THM'S	\$65.00	\$1,040.00	
16	WATER	HAA'S	\$80.00	\$1,280.00	
6	WATER	VOC'S VIA 524.2	\$80.00	\$480.00	
4	WATER	NITRATES	\$12.00	\$48.00	
4	WATER	RADIUM 226	\$120.00	\$480.00	
4	WATER	RADIUM 228	\$130.00	\$520.00	
4	WATER	URANIUM	\$75.00	\$300.00	
4	WATER	GROSS ALPHA	\$90.00	\$360.00	
1	WATER	IRON	\$10.00	\$10.00	
1	WATER	MANGANESE	\$10.00	\$10.00	\$11,728.00
WASTEWATER TESTING					
104	WASTEWATER	BOD (INF & EFF)	\$15.00	\$1,560.00	
104	WASTEWATER	TSS (INF & EFF)	\$8.00	\$832.00	
52	WASTEWATER	AMMONIA NITROGEN	\$13.00	\$676.00	
52	WASTEWATER	DISSOLVED OXYGEN	\$10.00	\$520.00	
52	WASTEWATER	TOTAL PHOSPHORUS	\$14.00	\$728.00	
20	WASTEWATER	FECAL COLIFORM	\$20.00	\$400.00	
20	WASTEWATER	E.COLI VIA 1603	\$30.00	\$600.00	
4	WASTEWATER	OIL & GREASE VIA 1664 HEM	\$25.00	\$100.00	
4	WASTEWATER	COPPER	\$10.00	\$40.00	\$5,456.00
SEMI-ANNUAL TESTING					
2	WASTEWATER	VOC'S W/ AC/AC VIA 624	\$80.00	\$160.00	
2	WASTEWATER	AEBN DSW VIA 625	\$180.00	\$360.00	
2	WASTEWATER	PEST/PCB'S DSW VIA 608	\$140.00	\$280.00	
2	WASTEWATER	DIOXIN SCREEN VIA 625	\$40.00	\$80.00	
2	WASTEWATER	TOTAL CYANIDE	\$20.00	\$40.00	
2	WASTEWATER	11 TOTAL METALS (SEE LIST IN COMMENTS)	\$77.00	\$154.00	

Page 1 of 3

Accepted: _____

Unless otherwise established in an agreement signed by you and QC Inc. (QC), laboratory analytical services (sample collection, data analysis and interpretation) provided by QC to you, the client, are subject solely to the QC's standard terms & conditions and shall control in the event of any conflict with any other written document.

Please see www.qclaboratories.com/terms for a copy of our Terms & Conditions.

Exhibit "B"

Laboratory Services Quotation

W01830
EURIA MULLINGS
WILLINGBORO M.U.A.
END OF IRONSIDE COURT

WILLINGBORO, NJ 08046

Project TESTING 2015-2016
Quote # Q27644 RMIL
Quote Date 02-10-15
Expiration Date 03-31-16
Phone 609-877-4583 Ext.
Fax 609-835-4645

Deliverables Format: STD + FORMS

Quantity	Matrix	Analysis	Unit Price	Total Price	
2	WASTEWATER	MERCURY	\$15.00	\$30.00	
2	WASTEWATER	EPA METHOD 622	\$220.00	\$440.00	
2	WASTEWATER	CHLORIDE	\$9.00	\$18.00	
2	WASTEWATER	HEXAVALENT CHROMIUM	\$30.00	\$60.00	
2	WASTEWATER	TRIVALENT CHROMIUM	\$5.00	\$10.00	
2	WASTEWATER	HYDROGEN SULFIDE	\$15.00	\$30.00	\$1,662.00
		CONGENERS			
2	WASTEWATER	PCB CONGENERS	\$990.00	\$1,980.00	
2	WASTEWATER	PCB CONGENERS FIELD BLANKS	\$990.00	\$1,980.00	
2	WASTEWATER	CONGENER SAMPLING FEE (DRY WEATHER)	\$250.00	\$500.00	
2	WASTEWATER	CONGENER SHIPPING CHARGE	\$0.00	\$0.00	\$4,460.00
		BIOASSAYS			
4	WASTEWATER	CHRONIC BIOASSAY-PIMEPHALES	\$850.00	\$3,400.00	
4	WASTEWATER	CHRONIC BIOASSAY-CERIODAPHNIA	\$850.00	\$3,400.00	
1	WASTEWATER	ACUTE BIOASSAY-LC50 PIMEPHALES	\$500.00	\$500.00	\$7,300.00
		SLUDGE TESTING			
12	SLUDGE	NJ SQAR TABLE 1	\$125.00	\$1,500.00	
1	SLUDGE	NJ SQAR TABLE 2-6	\$530.00	\$530.00	
1	MISC	BOTTLE PREP AND DELIVERY	\$0.00	\$0.00	
1	MISC	SAMPLE PICKUP	\$10.00	\$10.00	\$2,040.00
43 Analyses, Total Quote Amount				\$32,646.00	

NOTE: Upgraded deliverables requested after date of sample analysis, subject to surcharge at rate equivalent to two times customary surcharge listed above plus any cost of required re-analysis.

Accepted: _____

Page 2 of 3

Unless otherwise established in an agreement signed by you and QC Inc. (QC), laboratory analytical services (sample collection, data analysis and interpretation) provided by QC to you, the client, are subject solely to the QC's standard terms & conditions and shall control in the event of any conflict with any other written document.
Please see www.qclaboratories.com/terms for a copy of our Terms & Conditions.

Exhibit "B"

Laboratory Services Quotation

W01830
EURIA MULLINGS
WILLINGBORO M.U.A.
END OF IRONSIDE COURT

WILLINGBORO, NJ 08046

Project TESTING 2015-2016
Quote # Q27644 RMIL
Quote Date 02-10-15
Expiration Date 03-31-16
Phone 609-877-4583 Ext.
Fax 609-835-4645

Deliverables Format: STD + FORMS

CLIENT PROJECT AUTHORIZATION:

QC Inc:

Ron Milke

David N Speis

(Print Name)

(Signature)

(Date)

Accepted: _____

Unless otherwise established in an agreement signed by you and QC Inc. (QC), laboratory analytical services (sample collection, data analysis and interpretation) provided by QC to you, the client, are subject solely to the QC's standard terms & conditions and shall control in the event of any conflict with any other written document.

Please see www.qclaboratories.com/terms for a copy of our Terms & Conditions.