

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE April 21, 2020

NUMBER 167-2020

**TITLE:**

**A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT WITH NEIGHBORHOOD PLANNING AND ARCHITECTURAL DESIGN, INC. (NPAD), 132 SOUTH HARRISON STREET, EAST ORANGE, NEW JERSEY 07018 TO PROVIDE PROFESSIONAL ARCHITECTURAL, SURVEYING, DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CENTRAL PARK FIELD HOUSE PROJECT IN AN AMOUNT NOT TO EXCEED \$17,500.00.**

**WHEREAS,** the City of Orange Township has a need to acquire professional architectural, surveying, design and construction inspection services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-2-.4 or 20.5 as appropriate; and

**WHEREAS,** the City of Orange Township requires Professional Architectural, Surveying, Design and Construction Inspection Services for the Central Park Field House Project; and

**WHEREAS,** Neighborhood Planning and Architectural Design, Inc., (NPAD) has submitted a proposal on March 30, 2020, indicating they will provide the professional architectural, surveying, design and construction inspection services at a cost of \$17,500.00; and

**WHEREAS,** the architectural firm of Neighborhood Planning and Architectural Design, Inc. (NPAD) has completed and submitted a Business Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous one (1) year, except that the year 2005 is an exception to this requirement as the one year immediately proceeding the effective date of the law, as that term is defined below, and that the contract will prohibit Neighborhood Planning and Architectural Design, Inc. (NPAD) from making any reportable contributions throughout the term of the contract; and

**WHEREAS,** the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds certifying that funds are available for this purpose in Account No. C-04-20-007-000-002.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Orange Township, New Jersey as follows:

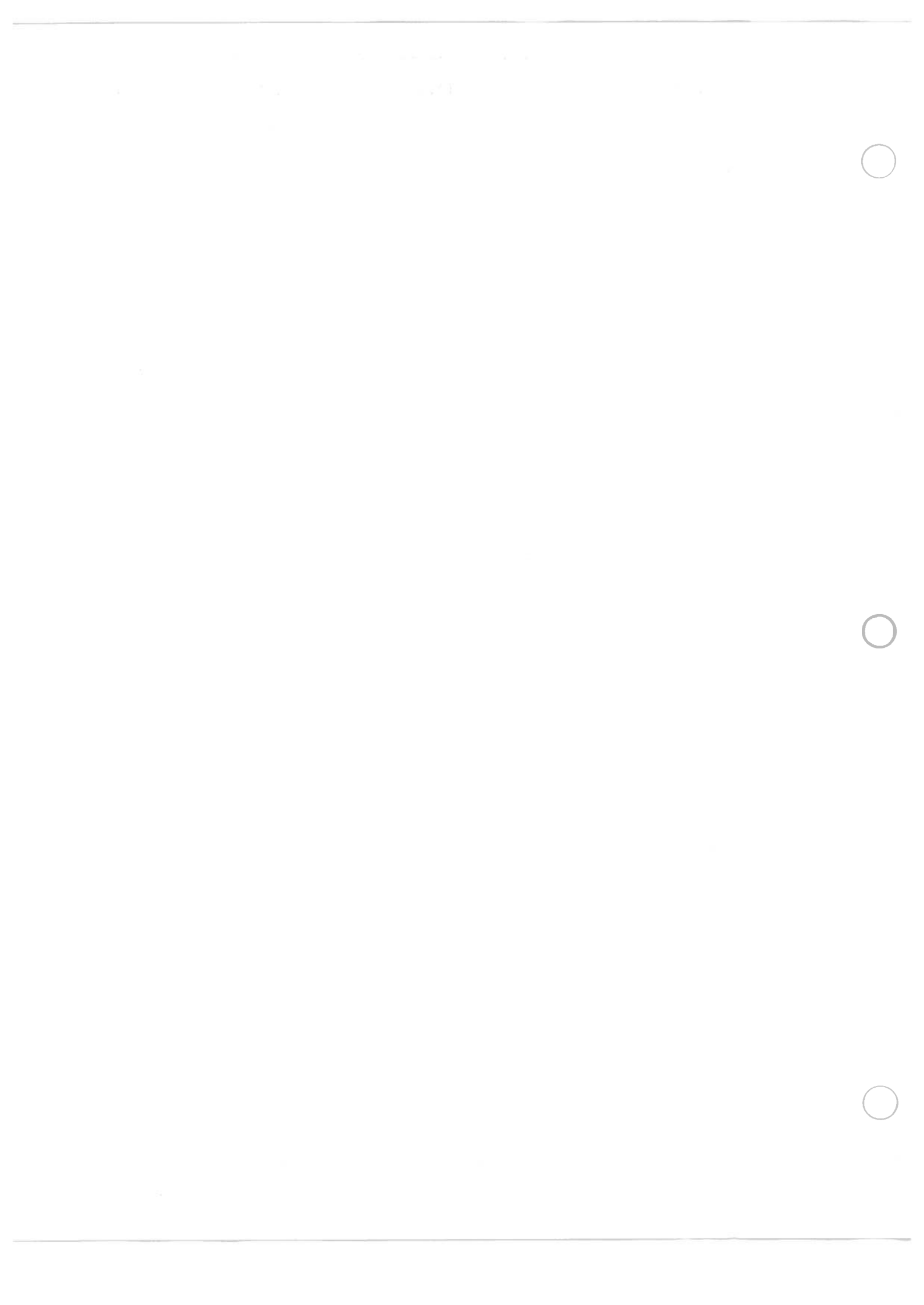
1. The Mayor is hereby authorized and directed to execute the attached Agreement with Neighborhood Planning and Architectural Design, Inc. (NPAD) in an amount not to exceed \$17,500.00, as specifically set forth in the attached proposal dated March 30, 2020.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.

Adopted:

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Tency A. Eason  
Council President

*Vaughn Parchment*  
*the City Attorney*  
\_\_\_\_\_  
CITY ATTORNEY



CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
CAPITAL BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Capital accounts to Contract with:

Vendor Name: Neighborhood Planning & Architectual Design, Inc.

Address#1: 132 S. Harrison St.

Box 1

City: East Orange

State: New Jersey

Zip Code: 07018

Purpose: Professional Architectual, Surveying, Design &  
Construction Inspection Services for Central Park Field House Project

Fund: General Capital

Account Name : 20-007 VEH UPGRADES & CP FIELDHOUSE IMPR

Account Numbers(s): C-04-20-007-000-002

balance before	490,000.00
requested	<u>17,500.00</u>
balance after	472,500.00

Vendor ID: NEIGH010

Purchase Order #: 20-00762

PENDING RESOLUTION

Amount not to exceed: \$ 17,500.00

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Division Head

Date

*Nile Clements*

4-13-2020

Chief Financial Officer

Date



# AGREEMENT

This is an agreement, made on \_\_\_\_\_2020 between the City of Orange Township, (the“City”) with an address at 29 North Day Street, Orange, New Jersey 07050, and Neighborhood Planning and Architectural Design, Inc. (NPAD), with an address at 132 South Harrison Street, 2<sup>nd</sup> Floor, Mailbox 1 East Orange, New Jersey 07018.

## RECITALS

**WHEREAS**, the City is a municipal corporation of the State of New Jersey, and has its principal place of business at 29 North Day Street, Orange, New Jersey 07050.

**WHEREAS**, the City hereby retains and employs the services of **Neighborhood Planning and Architectural Design, Inc. (NPAD) (“Consultant”)** to provide **professional architectural and construction administration services for the Central Park Field House Project.**

**WHEREAS**, Consultant is duly licensed to practice in the State of New Jersey and desires to render professional architectural services for the City as provided in the agreement.

**NOW, THEREFORE**, the City engages the services of Consultant, and in consideration of the recitals and the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be effective commencing on the date approved by **Resolution No. \_\_\_\_\_-2020** of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless terminated sooner by the City by giving ten (10) days written notice to Consultant.

**SERVICES**

2. **Consultant** shall render professional architectural services in accordance with its qualification proposal, dated March 30, 2020, a copy of which is attached hereto.

**USE OF AGENTS OR ASSISTANTS**

3. To the extent reasonably necessary for **Consultant** to perform the duties under this contract, **Consultant** on notice to the City is authorized to engage the services of any agents or assistants that it deems reasonably necessary. Further, **Consultant** may employ, engage, or retain the services of any other person or corporation to aid or assist in the proper performance of **Consultant's** duties. The cost of services of these agents or assistances will be borne by the **Consultant** and any expenses incurred by **Consultant** in engaging any agents or assistants shall be borne by **Consultant**.

**THE COST OF SUPPLIES AND EQUIPMENT**

4. The cost of supplies, equipment and facilities necessary for **Consultant** to meet its obligations under the term of this agreement shall be solely borne by **Consultant**.

**FEE**

5. For services to be rendered under this agreement, the **Consultant** shall be entitled to a fee not to exceed \$17,500.00.

**DEVOTION OF TIME**

6. **Consultant** shall devote sufficient time to the performance of the



duties under this agreement as is reasonably necessary for a satisfactory and expedient performance. Should the City require additional services not included in this agreement, **Consultant**, shall, subject to Paragraph 5, make a reasonable effort to perform these additional services without decreasing the effectiveness of the performance of the duties required by this agreement.

### **INSURANCE**

7. **Consultant** (1) shall be an independent contractor and not an employee, agent or sub-contractor of the City under this agreement; (2) shall maintain a policy of liability insurance in the minimum amount of \$1,000,000.00 to cover any claims arising out of the performance of the services under this agreement; and (3) shall further indemnify, save harmless, and defend the City from any claims arising from any act or omission of **Consultant** of the agents, employees or sub-contractors.

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

8. Non-Discrimination and Affirmative Action – **Consultant** shall comply with the requirements of all statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers. In particular, **Consultant** will be required to comply with the requirements of New Jersey P.L. 1975, c. 127. (N.J.A.C.17:27).

### **PRIOR AGREEMENT SUPERSEDED**

9. This agreement constitutes the sole agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties to this





agreement with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

#### **ASSIGNMENT**

10. Neither this agreement nor any duties or obligations under this agreement shall be assigned or delegated by **Consultant** without the prior written consent of the City. In the event of an assignment and/or delegation by **Consultant** to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City personally to assume, perform, and be bound by the covenants, obligations, and agreements contained in this agreement.

#### **PARTIES BOUND**

11. This agreement shall be binding on and inure to the benefit of the parties to this agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns unless expressly prohibited by this agreement.

#### **INDEMNIFICATION/HOLD HARMLESS**

12. **Consultant** agrees to indemnify, and hold harmless the City its elected and appointed officials, employees and volunteers and others working on behalf of the City, against any and all claims, actions, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, which arises out of or is in any way connected or associated with this Contract. This indemnification includes, the Contract, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in



connection with any liability, suit, action, loss, or

damage arising or resulting from the **Consultant's** participation in the Contract.

**ATTORNEY'S FEES**

13. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

**GOVERNING LAW**

14. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey.

**AMENDMENT**

15. This agreement can only be amended or modified in writing executed by both parties to this agreement.

**LEGAL CONSTRUCTION**

16. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not effect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**NOTICE**

17. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected



after the execution of this agreement and has been duly communicated to the party giving notice.

IN WITNESSED WHEREOF, the parties execute this agreement on the day and year first written above.

Attest:

City of Orange Township

\_\_\_\_\_  
Joyce L. Lanier                      Date  
City Clerk

\_\_\_\_\_  
Dwayne D. Warren, Esq.                      Date  
Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Neighborhood Planning & Architectural  
Design Inc.  
132 South Harrison Street, 2<sup>nd</sup> Fl, Mail Box 1  
East Orange, New Jersey 07018

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus, City Attorney





## Neighborhood Planning and Architectural Design, Inc.

March 30, 2020

**City of Orange Township  
Attn: Marty Mayes, Public Works Director  
29 North Day Street, 3rd Floor  
Orange, NJ 07050**

Ref: Central Park Field House Owner's Representative

**To Mr. Mayes;**

On behalf of NPAD, we are thankful to continue our working relationship with the City of Orange Public Works Department to complete the Central Park Field House Project.

Our office is well aware of the project scope, architectural drawings and specifications as well as the bidding budget assembled for the project. We also agree with you that NPAD needs to continue to be involved in the project and we believe that our firm will serve as the owner's representative. As the owner's representative, we will work directly with you, Mr. Mayes, and Public Works Department only. In other words, we will provide the same prepared scope of services below but will receive all documents from your office and not engage the contractor. The project scope is as follows:

### **Project Scope:**

- Receive any Contractor RFI and shop drawing for review and make necessary comments for revisions as well as make approvals.
- Receive any potential construction schedule and make recommended changes
- Receive G702 and G703 AIA contractor forms for payments and make review for recommended payment.
- Make site visits to the project without engaging the contractor or his sub-consultants and document work progress in align with requested payment
- Make recommended construction meeting as required by preparing possible meeting agenda and our items needed for construction.
- Prepare a close-out construction punch-list for submission
- Review and analyze change Order requests
- Assist with warranty claims as needed
- Conduct Final inspection
- Review with respective permitting agency for permit compliance if needed.
- inform on maintenance and care protocols as specified and instruct thru public works to secure warranty, maintenance and care protocols manual from general contractor
- On call as needed

### **I- Estimated Fee**

We estimate our fee is \$17,500 which reflects the items listed above.

All invoices will be submitted based on contractor's payment schedule and related work performed as needed for the project scope items listed above.



## **Neighborhood Planning and Architectural Design, Inc.**

### **1. Exclusions:**

Any work not specifically listed above included but not limited to environmental remediation or abatement, any expediting consultant services, NLDEP permitting, soils and capacity engineering testing, any work relating off-site improvements, redesigning of any project, and building impact studies.

### **2. Professional Service Fees:**

The client shall pay NPAD (Neighborhood Planning and Architectural Design, Inc.) for all basic services, reimbursable expenses, and any additional services under this agreement. Additional services shall be billed at 110%, which are agreed upon by the Client and NPAD.

Our new hourly rates are as follows:

Position	Per Hour
Executive / Expert Testimony	\$210.00
Principal / President	180.00
Project Manager	160.00
Project Professional	130.00
Sr. Project Designer	110.00
Project Designer	95.00
CADD Technician	75.00
Clerical	42.00
CADD Time	85.00
Technical Aide, Jr. Technician	52.00
Field Inspection	250.00

Our hourly billing is based upon actual hours spent on the project, and reimbursable will be charged in accordance to the project. In addition, all overtime labor and reimbursable rush charges hours will be billed as additional services at 1.5 times the regular hourly rates.

Reimbursement for in house expenses and outside subcontracting expenses will be billed directly to the client. In house expenses include but are not limited to all construction document printing and written documents.

- Reproduction of documents including plotting of drawings and specifications.
- Messenger service and Overnight Mail Service
- Use of sub-consultants when authorized by you.

Description	Cost
24 x 36 Prints Black and white	\$4.50
24 x 36 Color Prints	\$7.50
Letter Documents, Black and White	.35 / Sheet
Color Letter Documents	.70 / Sheet
Carrier Services	Price Varies

132 South Harrison Street, Second Floor, Mail Box 1, East Orange NJ 07018.

Email. roland@npad-inc.com

**www.npad-inc.com**

## **Neighborhood Planning and Architectural Design, Inc.**

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Mileage is at .50 cents per mile – door-to-door.

### ***3. Payments to NPAD:***

NPAD will submit periodic invoices for basic and additional services and reimbursable expenses incurred. These invoices are due upon monthly and shall be considered PAST DUE if not paid within 15 calendar days of the invoice date. Payments not received by NPAD within fifteen (15) calendar days of date of invoice shall be charged 1.5% (18% A.P.R.) of the PAST DUE amount per month. NPAD may, after giving five (5) days written notice to the client, suspend or discontinue service under this agreement until invoices have been paid in full without incurring responsibility for the cost of delays. Any invoice discrepancies will be resolved on a specific invoice basis. The client shall identify in writing, the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute.

### ***4. Performance:***

Design alterations, which are made without our knowledge during the course of or subsequent to the engagement, are done at the client's, own risk and NPAD shall not be held responsible for the consequences of any changes.

NPAD shall have no control or responsibility for the means, methods, techniques, sequence, or procedures of construction; for safety precautions and programs incident to the work; or for the failure to comply with laws, rules regulations, ordinances, or codes. NPAD is not responsible for securing, filing or scheduling construction building permits or controlling the construction approval process by the respective construction officials.

### ***5. Limitation of Liability:***

The client agrees that NPAD shall have no liability to the client for any injuries, claims, losses, expenses, or damages arising out of the project, except those, which are solely caused by negligent errors or omissions on the part of NPAD.

In the event that any negligent errors or omissions are solely caused by NPAD, liability to the client shall not exceed the total fee for services.

### ***6. Title to Documents:***

All documents prepared by NPAD pursuant to this agreement are instruments of service, and NPAD will retain all ownership and title interest in them. All documents will remain on record at NPAD offices. The client may make and retain copies of the instruments for information and reference; however, such documents are not intended for or represented to be suitable for reuse by the client or others. Any reuse without written verification or adoption by the President of NPAD for the specific purpose intended is at the client's own risk, and without liability or legal exposure to NPAD. Any verification or adoption of documents will entitle NPAD to mutually agree upon additional compensation.

### ***7. Professional Fees:***

## **Neighborhood Planning and Architectural Design, Inc.**

NPAD fees are provided above. The client is required to provide NPAD with the signed/executed contract by the contractor and the client as well as any subsequent changes to the contractor's fee. NPAD's fee is subject to additional fees if the construction cost increases by ten percent of the increase cost. NPAD reserves the right to increase the fee as required with respect to architectural/engineering and construction administration services as warranted, of which the client will be notified and approve of the increase prior to the execution of professional services. Exclusions are not part of the professional fees and will be billed separately according to the above sections.

**Thank You,**



**Roland Whitley Jr. Managing Partner**

Cc:

John K. Samuels RA, NPAD

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);  
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;  
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.**

**The following questions must be answered by all bidders:**

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No   X    
If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes \_\_\_\_\_ No   X    
If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: Neighborhood Planning Signature: [Signature]  
Title: Managing Partner

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: **12-3663401**

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **3**

4. COMPANY NAME: **Neighborhood Planning & Architectural Design Inc**

5. STREET: **132 South Harrison St** CITY: **Mail Box One** COUNTY: **Essex** STATE: **Eastford** ZIP CODE: **27019**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ:

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT:

10. PUBLIC AGENCY AWARDDING CONTRACT: CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****							
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.			
Officials/ Managers																
Professionals		2	1	1		1				1						
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
<b>TOTAL</b>																
Total employment From previous Report (if any)																
Temporary & Part-Time Employees																


12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:  1. Visual Survey  2. Employment Record  3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY, YEAR

13. DATES OF PAYROLL PERIOD USED: From: **01/01/2019** To: **12/31/2019**

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): **Roland Whitley Jr** SIGNATURE:  TITLE: **Manager** DATE: **02/19/2020**

17. ADDRESS NO. & STREET: **103 Cedar Dr** CITY: **Cary** COUNTY: **NC** STATE: **NC** ZIP CODE: **27519** PHONE (AREA CODE, NO., EXTENSION): **919-476-1595**

**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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

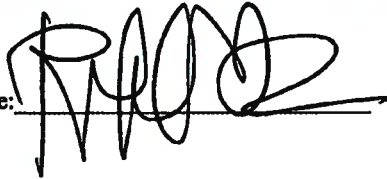
**Letter of Federal Affirmative Action Plan Approval**

**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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Vendor Signature:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, written over a horizontal line.

Date:

Feb 18, 2020

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"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 this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Neshkoro Wood Planning & Architectural Design Inc (contractor) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                        |  |
|------------------------|--|
| Dwayne D. Warren       |  |
| Kerry J. Colby         |  |
| Donna R. Williams      |  |
| Taney A. Eason         |  |
| Christopher G. Jackson |  |
| Harold L. Johnson, Jr. |  |
| Janie Summers-Johnson  |  |
| Adrienne Weprin        |  |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                           |
|------------------------------|----------------------------------------|
| <u>Roland Whiskey</u>        | <u>109 Newey Lane Ct Cary NC 27519</u> |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Neshkoro Wood Planning & Architectural Design  
 Signed: [Signature] Title: Managing Partner  
 Print Name: Roland Whiskey Date: Feb 16 2020

Subscribed and sworn before me the \_\_\_\_\_ day of \_\_\_\_\_ (Affiant)  
 \_\_\_\_\_, 2006.  
 My Commission expires: \_\_\_\_\_ (Print name & title of affiant) (Corporate Seal)

08/26/04

Taxpayer Identification# 223-883-401/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 82 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1790.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 280  
TREASURY

TAXPAYER NAME:  
NEIGHBORHOOD PLANNING & ARCHITECTURE

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

223-883-401/000

103330

ADDRESS:  
55 MADISON AVENUE STE 400  
MORRISTOWN NJ 07960

ISSUANCE DATE:

08/26/04

EFFECTIVE DATE:

08/22/99

FORM BRCD-01

Acting Director

This Certificate is NOT valid until it is stamped. It must be countersigned and stamped at above address.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Roland Whitley**

**2** Business or disregarded entity name, if different from above  
**Neighborhood Planning and Architectural Design, Inc.**

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=O corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Other (see instructions) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**4** Exemptions (codes apply only to certain entities; not individuals; see instructions on page 2)  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Apply to accounts established outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**132 South Harrison Street**

**6** City, state, and ZIP code  
**East Orange NJ 07018**

**7** US account number(s) here (optional)

**8** Requestor's name and address (optional)

**3** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |   |
|                                |   |   |   |   |   |   |   |   |   |
| OR                             |   |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 2                              | 2 | - | 3 | 6 | 6 | 3 | 4 | 0 | 1 |

**4** Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**5** Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ Jan 5, 2017

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb](http://www.irs.gov/irb).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (miscellaneous types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your distributive share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.