

CITY COUNCIL

April 21, 2020

The City of Orange Township, New Jersey

170-2020

DATE _____

NUMBER _____

TITLE: A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT WITH BRIGHT VIEW ENGINEERING, LLC, 5 PITCAIRN DRIVE, ROSELAND, NEW JERSEY 07068 TO PROVIDE PROFESSIONAL ENGINEERING SURVEYING SERVICES FOR THE MAIN STREET STREETScape & TRAFFIC CONTROL PROJECT IN THE AMOUNT NOT TO EXCEED \$75,000.00.

WHEREAS, the City of Orange Township has a need to acquire professional engineering surveying 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 Engineering Surveying Services for the Main Street Streetscape & Traffic Control Project; and

WHEREAS, Bright View Engineering has submitted a proposal on March 9, 2020, indicating they will provide the professional engineering surveying services at a cost of \$75,000.00; and

WHEREAS, the engineering firm of Bright View Engineering 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 Bright View Engineering 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-04-55-225-000-000.

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 Bright View Engineering in the amount not to exceed \$75,000.00 specifically set forth in the attached proposal dated March 9, 2020.
2. Notice of this action shall be printed in the Orange Transcript as required by law within ten (10) days of its passage.
3. The agreement herein and this resolution are contingent upon certification of funds appropriate funding to render payment for services provided within.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

*Vaughn Parchment on behalf of 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: Bright View Engineering, LLC.
Address#1: 5 Pitcarin Drive

City: Roseland
State: New Jersey
Zip Code: 07068

Purpose: Professional Engineering Surveying
Services for Main Street Streetscape
and Traffic Control Project

Fund: General Capital
Account Name : Capital Improvement Fund
Account Numbers(s): C-04-55-225-000-000
balance before 828,779.61
requested 75,000.00
balance after 753,779.61

Vendor ID: BRIGH010

Purchase Order #: 20-00745

PENDING RESOLUTION

Amount not to exceed: \$ 75,000.00

Division Head

Date

Nile Clements

4/2/2020

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 Bright View Engineering, LLC, 5 Pitcairn Drive, Roseland, New Jersey 07068 (the “**Engineer**”).

RECITALS

WHEREAS, the City of Orange 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 employ the services of **Bright View Engineering, LLC** , as per **Resolution #_____ -2020** to provide professional engineering surveying services for the **Main Street Streetscape & Traffic Control Project** in accordance with the terms and conditions provided in this agreement and in the proposal dated March 9, 2020.

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

NOW, THEREFORE, the City engage the services of the “**Engineer**” 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 of the City Council of the City of Orange Township, and shall continue in effect until completion of the project, unless sooner terminated by the City by giving ten (10) days written notice to the other party.

SERVICES

2. The “**Engineer**” shall render **Bright View Engineering, LLC** in accordance with its proposal, dated **March 9, 2020**, a copy of which is attached here to.

USE OF AGENTS OR ASSISTANTS

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

THE COST OF SUPPLIES AND EQUIPMENT

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

FEE

5. For services to be rendered under this agreement, the “**Engineer**” shall be entitled to a fee of \$75,000.00.

DEVOTION OF TIME

6. The “**Engineer**” shall devote sufficient time to the performance of the duties under this agreement as is reasonably necessary for a satisfactory performance. Should the City require additional services not included in this agreement, the “**Engineer**”, 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. The “**Engineer**” (1) shall be an independent contractor and not an employee 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 the “**Engineer**” of the agents.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

PRIOR AGREEMENTS 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 the “**Engineer**” without the prior written consent of the City except provided in Paragraph 3. In the event of an assignment and/or delegation by the “**Engineer**” 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.

GOVERNING LAW

12. 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

13. This agreement only be amended or modified by writing executed by both parties to this agreement.

LEGAL CONSTRUCTION

14. 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 affect 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

15. 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
City Clerk

Dwayne D. Warren, Esq.
Mayor

Bright View Engineering, LLC
5 Pitcairn Drive
Roseland, New Jersey 070068

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

**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 X _____ No _____
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: Bright View Engineering

Signature: 

Title: Principal

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.

**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

_____ (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. Coley	
Donna K. Williams	
Tency A. Eason	
Christopher G. Jackson	
Harold J. Johnson, Jr.	
Jamie Summers-Johnson	
Adrienne Wooten	

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
John J Jahr	5 Pitcairn Drive, Roseland, NJ 07068
Aaron Schragar	11 Riverview Drive, Boonton, NJ 07005

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: Bright View Engineering _____

Signed: John J Jahr Title: Principal _____

Print Name: John J Jahr Date: 04/02/2020

Subscribed and sworn before me the 2 day of April, 2020. _____ (Affiant)
Erin E. Treich
My Commission expires: _____ (Print name & title of affiant) (Corporate Seal)

**Erin E. Treich
Commission # 50055590
Notary Public, State of New Jersey
My Commission Expires
March 07, 2022**