

CITY COUNCIL

The City of Orange Township, New Jersey

DATE September 15, 2020

NUMBER 369-2020

(Amended)

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 PROJECT MANAGEMENT PROFESSIONAL SERVICES TO COMPLY WITH FEDERAL AND STATE GUIDELINES FOR THE HIGHLAND AVENUE TRAIN STATION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$29,500.00.

WHEREAS, the City of Orange Township has a need to acquire professional 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 Services to comply with Federal and State Guidelines for the Highland Avenue Train Station Improvements; and

WHEREAS, Neighborhood Planning and Architectural Design, Inc., (NPAD) has submitted a proposal on September 4, indicating they will provide the professional services at a cost of \$29,500.00; 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-07-05-005-000-000.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute the attached Agreement with Neighborhood Planning and Architectural Design, Inc. (NPAD) in an amount not to exceed \$29,500.00, as specifically set forth in the attached proposal dated September 4, 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 to render payment for services provided within.

Adopted: September 15, 2020

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

Jayna Parchment
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 and Design Architectural Deisgn, Inc.
Address#1: 132 South Harrison Street

City: East Orange
State: New Jersey
Zip Code: 07018

Purpose: Provide professional historic preservation services for the Highland Ave. Train Station

Fund: General Capital
Account Name : Orange Twp 5-05
Account Numbers(s): C-07-05-005-000-000
balance before 526,097.24
requested 29,500.00
balance after 496,597.24

Vendor ID: NEIGH010

Purchase Order #: 20-01449

PENDING RESOLUTION

Amount not to exceed: \$ 29,500.00

Division Head

Date

Nile Clements

Chief Financial Officer

9-14-2020

Date

AGREEMENT

This is an agreement, made on _____ between the City of Orange Township, "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, East Orange, New Jersey 07018.

RECITALS

WHEREAS, the City of Orange Township ("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 services to comply with federal and state guidelines for the Highland Avenue Train Station Project.**

WHEREAS, Consultant is duly licensed to practice in the State of New Jersey and desires to render 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. _____** 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 engineering services in accordance with its qualification proposal, dated September 4,2020, 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 \$29,500.00.

DEVOTION OF TIME

6. **Consultant** shall devote sufficient time to the performance of the
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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 the **Consultant** of the agents, employees or sub-contractors.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8. Non-Discrimination and Affirmative Action – The 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, the 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. The **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 of Orange Township, New Jersey, 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
City Clerk

Dwayne D. Warren, Esq.
Mayor

Attest:

Neighborhood Planning & Architectural
Design Inc.
132 South Harrison Street
East Orange, New Jersey 07018

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney



Neighborhood Planning and Architectural Design, Inc.

September 4, 2020

**City of Orange Township
Public Works, Planning and Economic Development Department
Attn: Mr. Marty Mayes, Director
29 North Day Street, 3rd Floor
Orange NJ 07050**

Ref: Highland Ave Train Station West Bound Professional Services

To Mr. Mayes:

On behalf of NPAD, we want to thank you for selecting our firm to provide professional services for the Highland Ave Train Station West Bound Design and Construction Documentation. We have continued to work with the City, Nj Transit and NJ Department of Transportation to finalize the project process in order to begin the bidding and construction of the project. Our firm is committed to completing this project and understands the importance the completed project will add to the quality of life of the surrounding residences, improving the economic development of the community and maintaining the Mayor's vision of "Moving Forward." To successfully complete this project, we have prepared the services needed to address the shop drawings and site visits for the project.

The scope of services are based on several meetings with the City, NJ Transit and NJ DOT to address the many federal and state guidelines governing this project. They are as follows:

Task 1- Project Specifications Review:

Our team is responsible for the completed design and ensuring the project meets those State and Federal standards with respect to NJ Transit and NJ DOT. As with many existing projects, there are items that will be unforeseen and must be addressed along with other aspects of the project. Our office will properly review, respond and update necessary federal and state specifications as needed to address the project.

Task 2- Project Meetings:

With any federally funded project, the number of regulations governing the project will require face-to-face meetings and or related construction project meetings. Our office will work with the designated project manager and the serve as the contact with the City to ensure the meetings are attended and provide all aspects of the construction documentation and any related aspects such as material selection, and cost estimation adjustments.

Task 3- Project Construction Shop Drawing Review:

This project is estimated to be 18 months and will consist of aligning the design and spec material with the submission from the respective selected general contractor. Each shop drawing and product submission is required to be reviewed and approved by our office the impact the electrical, mechanical, fire alarm, plumbing and overall building. This process is important and must be addressed immediately in order to ensure the project is within time constraints, cost and quality.

Neighborhood Planning and Architectural Design, Inc.

Task 4- Project Closeout

As with all our projects, our office is required to address critical substantial construction items that must be addressed as necessary for the project. Our office will review the progress of the project and prepare a project closeout listing in order for the general contractor to complete. This list considered a necessary document based on the project specifications.

2. Project Fee:

NPAD fee is based on our understanding of the duration of the project and scope required for successful completion. The break down is listed below:

Task	Description	Cost
Task 1	Project Specifications Review	\$13,000
Task 2	Project Meetings	\$3,000
Task 3	Project Construction Shop Drawing Review	\$8,000
Task 4	Project Closeout	\$5,500
Total Project Fee		\$29,500

3. Exclusions:

Any work not specifically listed above included but not limited to environmental remediation or abatement, any expediting consultant beyond what's listed above services, NLDEP permitting, environmental remediation oversight or administration and any work relating to building impact studies or scope expansion.

4. 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	40.00
CADD Time	65.00
Technical Aide, Jr. Technician	52.00
Field Inspection	185.00

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.

Neighborhood Planning and Architectural Design, Inc.

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 contract 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.

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

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

5. 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.

6. 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 renovation; 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 building permits or controlling the project approval process by the respective building department officials.

7. Limitation of Liability:

Neighborhood Planning and Architectural Design, Inc.

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 greater of fifty thousand dollars (\$50,000) or the total fee for services.

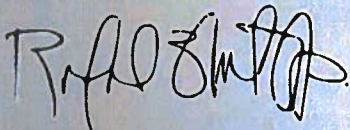
8. Title to Documents:

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.

9. Professional Fees:

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 renovation 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 oversight of project 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. MARCH, 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 M _____ 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:

Neighborhood Planning
Architectural
Design Inc

Signature:

[Handwritten Signature]

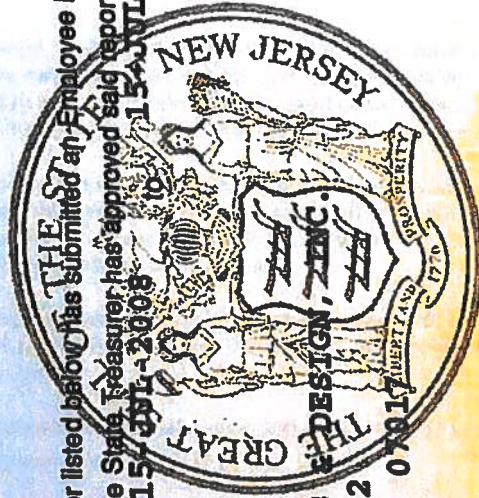
Title:

Managing Partner

Certification 42165

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15/ JUL - 2008 to 15/ JUL - 2015



NEIGHBORHOOD PLANNING
DESIGN, INC.
360 GLENWOOD AVE., C12
EAST ORANGE NJ 07017



[Handwritten signature]

Andrew P. Sidamon-Eristoff
State Treasurer

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:

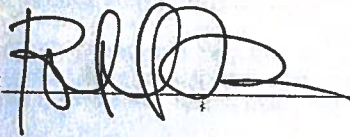
Letter of Federal Affirmative Action Plan Approval

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)

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:



Date:

Aug 17, 2020

07/25/05

Taxpayer Identification# 223-663-401/000

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.

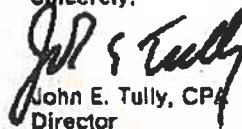
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.


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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08648-0252
TAXPAYER NAME: NEIGHBORHOOD PLANNING & ARCHITECTURAL DE	TRADE NAME: N PAD	
ADDRESS: 7 GLENWOOD AVE STE 102 EAST ORANGE NJ 07017-1041	SEQUENCE NUMBER: 0108339	
EFFECTIVE DATE: 06/22/99	ISSUANCE DATE: 07/25/05	
FORM-BRC(08-01)	 Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**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.

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**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

\_\_\_\_\_ (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          |  |
| Clifford R. Ross        |  |
| Tency A. Eason          |  |
| Weldon M. Montague, III |  |
| 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 E. Samuels III          | 1325 Harrison St Mail Box 1 East Orange 07018 |
| Roland Whitley Jr            | 1325 Harrison St Mail Box 1 EO 07018          |
|                              |                                               |
|                              |                                               |
|                              |                                               |
|                              |                                               |
|                              |                                               |
|                              |                                               |

**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: Neighborhood Planning & Architectural Dynamics  
 Signed: [Signature] Title: Managing Partner  
 Print Name: Roland Whitley Jr Date: Aug 31 2020

Subscribed and sworn before me the 31st day of August, 2020 2000 at \_\_\_\_\_  
Roland Whitley Jr. (Affiant)  
Oscar Bravo (Print name & title of affiant) (Corporate Seal)  
 My Commission expires: 07-07-2025

**OSCAR BRAVO  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 07-07-2025**