



**Township Council**  
1 Municipal Plaza  
Bloomfield, NJ 07003

**Louise M. Palagano**  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 01/22/13 07:00 PM

**2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE**

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**AWARD OF A PROFESSIONAL SERVICE CONTRACT  
PURSUANT TO THE FAIR AND OPEN PROCESS FOR A  
WATER & SEWER OPERATOR**

**WHEREAS**, the Township of Bloomfield has a need to acquire professional Engineering Services for licensed operation of the Township's water and sewer system and has advertised a request for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township Engineer has certified in writing that the value of the service will exceed \$17,500; and

**WHEREAS**, the term of this contract is one (1) year and will end on December 31, 2013; and

**WHEREAS**, Marucci Engineering Associates, (hereinafter "Professional") 116 Whippany Road, Whippany, New Jersey 07981 has submitted the attached proposal indicating they will provide the necessary services for a total price, not to exceed \$39,600.00 yearly, and an hourly rate of \$99.00 per hour for services not covered under the scope of water and sewer operation; and

**WHEREAS**, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

**WHEREAS**, the Director of Finance has certified that funds are available to cover the cost of this service.

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
Director of Law - Township Attorney

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter in a contract/retainer agreement with the Professional within 10 days as described herein; and

**BE IT FURTHER RESOLVED**, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirement for Professional Services and no minimum payment is implied or guaranteed; and

**BE IT FURTHER RESOLVED**, that all of terms contained in the Standardized Submission Requirement for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

**BE IT FURTHER RESOLVED**, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contracts calls for a monthly retainer; and

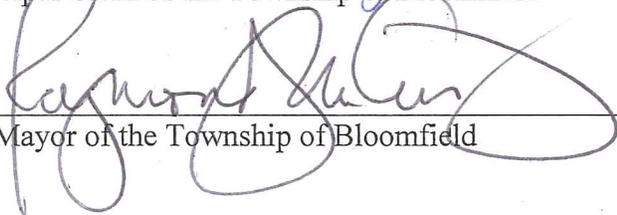
**BE IT FURTHER RESOLVED**, that the Professional's response to the request for Professional Services shall be placed on file with this resolution/and a copy of the contract/retainer agreement entered into; and

**BE IT FURTHER RESOLVED**, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

\* \* \* \* \*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 22, 2013.

  
 \_\_\_\_\_  
 Municipal Clerk of the Township of Bloomfield

  
 \_\_\_\_\_  
 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2469					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
<input type="checkbox"/> Approved by Consensus					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## **AGREEMENT FOR TOWNSHIP WATER & SEWER OPERATOR**

THIS AGREEMENT is made and entered into this **22nd day of January 2013**, by and between **Marucci Engineering Associates, LLC** having its principal place of business at **116 Whippany Road, Whippany, New Jersey 07981** hereinafter called "**Consultant**"; and **TOWNSHIP OF BLOOMFIELD**, having its offices at 1 Municipal Plaza, Bloomfield, New Jersey 07003 hereinafter called the "**Client**".

WHEREAS, the Client wishes to retain Consultant for the purpose of proceeding with certain professional services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

### **ARTICLE 1** **SCOPE OF WORK**

Consultant shall provide the services for the Project ("Scope of Work") as set forth in Consultant's Proposal to the Client dated **December 4, 2012**, a copy of which is attached hereto as Attachment A. and the Client's Resolution, dated **January 22, 2013**, a copy of which is attached hereto as Attachment B. All services to be performed by Consultant under this Agreement shall be performed in accordance with the terms and conditions set forth in this document. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the scope of services and Consultant assumes no duty to perform such services.

### **ARTICLE 2** **COMMENCEMENT OF AND CHANGES** **IN THE WORK**

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement from the Client. Consultant and the Client may at any time, by mutual written agreement, make changes with the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- b. If such changes cause an increase or decrease in Consultant's cost of or time required for the performance of this Agreement, or if Consultant, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, Consultant shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- c. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including if applicable, any additional fees or charges incurred in demobilizing.

### **ARTICLE 3** **PROJECT SCHEDULE**

- a. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.

- b. It is recognized that other contractors may be retained separately by the Client for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by Consultant and Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the Client on the Project.
- c. Consultant shall not have the authority to control the work of contractors retained by the Client and Consultant shall not have any responsibility for the means, methods, sequences, procedures or techniques of Project site safety or for the use of safe construction practices by such contractors, such responsibilities resting solely with Client's other contractors or parties other than Consultant.
- d. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond Consultant's reasonable control and to the extent Consultant is impacted by the same, then Consultant shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

#### **ARTICLE 4** **PAYMENT**

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall be compensated for its services on a time and materials basis with total payment not to exceed **\$39,600.00**.
- b. Invoices shall be submitted monthly by Consultant to the Client and shall indicate the charges due from the Submission Form.
- c. Payment shall be made by the Client within thirty (30) days of its receipt of the invoice. The Client shall promptly review Consultant's invoices and if the Client disputes any amounts invoiced the Client shall give prompt written notice thereof, including the item or items disputed and basis for the dispute. The Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein.
- d. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.

#### **ARTICLE 5** **RESPONSIBILITIES OF THE CLIENT**

The Client, at its own expense, will:

- a. Provide all criteria and full information as to the Client's requirements for the Project as specified in the Scope of Work and will make available to Consultant all information, documents and assistance necessary or reasonably requested by Consultant in order to enable it to perform the Services in a timely manner, all of which Consultant shall be entitled to rely upon without independent verification.

- b. Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- c. Upon request by Consultant, furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the Client, required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- d. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- e. Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures owned and operated by the Client prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. Client shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures owned and operated by the Client. Consultant shall be responsible for contacting New Jersey One Call or equivalent service to locate those utilities not operated by the Client.
- f. Provide a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- g. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as the Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the Client's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- i. To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

**ARTICLE 6**  
**INSURANCE**

Consultant shall carry the following specific types and amount of insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the Client of any subsequent modification or cancellation of the coverages.

- a. Worker's Compensation Insurance with statutory coverage and \$1,000,000.00 employer's liability coverage.
- b. Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.00
- c. Automobile Liability insurance with annual aggregate limits of \$1,000,000.00.
- d. Professional Liability Insurance with limits of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

**ARTICLE 7**  
**GENERAL CONSIDERATIONS**

- a. Where provided, statements concerning probable costs and cost estimates prepared by Consultant shall represent their judgment as professionals familiar with such matters. It is recognized, however, that Consultant has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining prices, over regulatory agencies' requirements, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that costs will not vary from any statement of probable construction cost or other cost estimate prepared by it nor warrant or guarantee any specific outcomes or results.
- b. All documents prepared and delivered by Consultant pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Work or on any other project. Client shall not reuse said documents without the express written consent of Consultant. Any such reuse shall be at the sole risk of the Client, and the Client shall indemnify, defend and hold Consultant harmless from any losses, claims, expenses or damages resulting from such reuse.
- c. Project Records – As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by Consultant. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.
- d. Records which are instruments of service deliverable under this Agreement shall become the property of the Client upon payment for all the Work. Originals of Records shall remain in the possession of Consultant. The Client shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to Consultant, provided that the Client has paid the Consultant for all the Work. Consultant shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.
- e. Consultant will (a) perform the Services with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) re-perform any Services that fail to comply with this standard of care if Client gives Consultant notice of such failure within 12 months of performance of such Services.
- f. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the services are not guaranteed to discover actual site conditions or levels of contamination, all of which are also subject to change with time as a result of nature or man-made processes.
- g. Consultant's services shall not include an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- h. Unless specifically listed in the Proposal, Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.
- i. Unless specifically listed in the Proposal, in the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environmental as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to the Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. The Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.

- j. The Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. It is understood and agreed that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes, and the Client shall indemnify, defend and hold harmless Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).
- k. If there are conflicts or inconsistencies with any of the conditions or requirements specified in this Agreement (Articles 1 through 17) with those that may be provided in the attached Proposal (Attachment A), those requirements or conditions within the proposal shall supersede the requirements in this Agreement that are in conflict. The conflicting conditions within this Agreement shall therefore become null and void.

**ARTICLE 8**  
**TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party by thirty (30) day's advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.

**ARTICLE 9**  
**DELEGATION OF DUTIES**

- a. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, will release or discharge the assignor from any duty or responsibility under this Agreement.
- b. Neither party will, during the term of the Agreement or for a period of 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

**ARTICLE 10**  
**INDEMNIFICATION AND WAIVER**

- a. Consultant agrees to indemnify, defend and hold harmless the Client of it officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suites and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of Consultant, its agents, officers, directors and employees in the performance of their services under this Agreement.
- b. Client agrees to indemnify, defend and hold harmless Consultant and its agents and employees from and against any and all losses, claims, expenses or damaged, and from suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising

or resulting from the negligent acts, errors or omissions of the Client, its agents, officers, directors and employees in the performance of their services under this Agreement.

- c. In addition to b. above, Client shall indemnify, defend and hold harmless Consultant from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. The Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of the Client.
- e. Any provision or part of this Agreement held to be void or unenforceable under any applicable law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **ARTICLE 11 DISPUTE RESOLUTION**

Client and Consultant agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by Client and Consultant.

#### **ARTICLE 12 ATTACHEMENTS AND SPECIAL PROVISIONS**

- a. The following Attachments are attached to and made a part of this Agreement: Consultant's Proposal to Client, dated **December 4, 2012** (Attachment A) and Client's signed **January 22, 2013** Resolution (Attachment B).
- b. The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. Consultant agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

#### **ARTICLE 13 EXTENT OF AGREEMENT**

- a. The terms and conditions hereof, together with the Attachments referred to herein, represent the entire and integrated between the Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

- b. Nothing herein shall be construed to give any rights or benefits hereunder to any one other than the Client and Consultant. Consultant's work product may not be used or relied upon by any other person without Consultant's express written consent.
- c. This Agreement (consisting of Pages 1 to 8, inclusive), together with the Attachments identified in Section 12 above), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings.

**ARTICLE 14**  
**INTELLECTUAL PROPERTY**

- a. Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("Background IP"). All new and original intellectual property created by Consultant during the course of performing the Services ("Project IP") is the property of Consultant. Consultant grants the Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (i) any Consultant Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided, and (ii) Project IP for any purpose whatsoever.
- b. Upon receipt of full payment for the related Services all reports, drawings and other deliverables provided to the Client by Consultant will become the property of the Client.
- c. Each party will keep confidential all Confidential Information disclosed to it by the other party: provided that (a) Consultant will be able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.
- d. Information, work product, reports or deliverables provided by Consultant to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged. In no case will any such information be used in connection with any offering or sale of securities or any other financing transaction or otherwise be made available to the public generally.

**ARTICLE 15**  
**SUCCESSORS AND ASSIGNS**

The Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to these Terms and Conditions.

**ARTICLE 16**  
**GOVERNING LAW**

Governing Law - This Agreement will be interpreted and construed in accordance with the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law. The professional Service Entity acknowledges that they will comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27 et. seq.

**ARTICLE 17**  
**HEALTH & SAFETY**

Client shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to Consultant's Injury, Illness and Prevention Program or applicable guidance which may be provided by Consultant, and all other applicable rules, regulations and guidance required by Consultant, Client or applicable government agencies relating to the Work. Client is solely responsible for establishing and enforcing any additional requirements that Client deems necessary to protect its employees, Consultant's employees, and any other persons entering the site for purposes relating to Client's operations.

(REVISED 4/10)

**EXHIBIT A**  
**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.

## EXHIBIT A (Cont)

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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

\_\_\_\_\_

TOWNSHIP OF BLOOMFIELD

By *[Signature]*

Print or Type Name

Mayor  
Title

ATTEST:

*[Signature]*  
My Commission  
Expires 9/11/15

MARUCCI ENGINEERING  
(NAME OF COMPANY)

Associates LLC

By *[Signature]*  
(Print Name & Title)

Anthony Marucci  
President

**ATTACHMENT "A" - PROPOSAL**

**TOWNSHIP OF BLOOMFIELD**

**PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICE  
CONTRACTS FOR ENGINEERING CONSULTING SERVICES – WATER AND  
SEWER OPERATOR(S)**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Township Clerk, or designated representative for the Township of Bloomfield, County of Essex, State of New Jersey on Tuesday, December 4, 2012, 9:00 A.M. prevailing time, in Council Chambers, Municipal Building, Municipal Plaza, Bloomfield, New Jersey 07003, then publicly opened and read aloud. All proposals must be delivered to the Township Clerk's Office, Township of Bloomfield, 1 Municipal Plaza, Room 214, Bloomfield, NJ 07003.

Standardized Submission Requirements and selection criteria are on file and available in the Township Clerk's Office and on the internet at [www.bloomfieldtwpnj.com](http://www.bloomfieldtwpnj.com) under the Quick Links section, Bid Requests and RFP's.

Submission packages may be obtained at the Township Clerk's Office, (973) 680-4191, during regular business hours, 8:30 A.M. to 4:30 P.M., Monday through Friday, excluding holidays.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Mayor and Council reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Mayor and Council shall award the contract or reject all submissions no later than 60 days from receipt of same.

By authorization of the Mayor and Council of the Township of Bloomfield, Essex County, New Jersey.

---

Louise Palagano, Township Clerk

Dated:

## TOWNSHIP OF BLOOMFIELD

### ENGINEERING CONSULTING SERVICES – WATER AND SEWER OPERATOR

Mandatory responsibilities and requirements of the Township's Engineering Consulting Services – Water and Sewer Operator shall include, but will not be limited to the following:

Individuals or consulting firms wishing to provide this service to the Township of Bloomfield shall comply with the following minimum requirements:

- Possess a New Jersey Professional Engineer's License.
- Possess a New Jersey Professional Land Surveyors License.
- Possess a W-3, Potable Water Distribution System Operator's License.
- Possess a C-3, Sanitary Sewer Collection System Operator's License.

The individual or consulting firm will be required to provide the following services:

- Prepare and certify all required reports and applications for filing with the New Jersey Department of Environmental Protection (NJDEP) related to the Township's potable water and sewer system.
- Review residential, commercial and industrial water utility bills and recommend payment.
- Meet and discuss water and sewer related issues with residents, municipal, state and federal officials.
- Discuss water and sewer utility issues with developers and review development plans for compliance with Township water and sewer requirements.
- Review Township sewer and water facilities and make recommendations for annual capital improvements and assist in preparation of budget.
- Attend Township Council Meetings, Planning & Zoning Board Meetings on an as-needed basis.
- Provide twelve (12) hours per week of office hours within the Township Municipal Building to address water and sewer issues.
- Provide emergency, on-call services related to water and sewer issues as needed.
- Provide limited survey services to determine locations and elevations of water and sewer facilities on an as-needed basis.
- Prior knowledge of the Township Potable Water System and Sanitary Sewer System is preferred.

#### **Submission:**

Each proposal must contain:

1. Name, qualifications and experience of principal who will oversee the relationship.
2. Name and qualifications of any other individual who may assist the principal in #1 above.
3. Fee schedule.

4. Statement of Availability to perform work outlined in the Scope of Services.
5. Copy of Business Registration Certificate.
6. Copies of other required disclosure information.

**Selection:**

The Mayor and Council reserve the right to reject any or all proposals.

Selection will be based on the following criteria, in order of rank:

1. Qualifications of the primary principal and support staff.
2. General experience of the firm.
3. Experience with communities the size and complexity of Bloomfield.
4. Familiarity with Bloomfield, Essex County and the State of New Jersey.
5. Fee.

**ALL RESPONSES MUST MEET THE ABOVE REQUIREMENTS AND THE REQUIREMENTS CONTAINED IN THE TOWNSHIP'S STANDARDIZED SUBMISSION REQUIREMENTS FOR PROFESSIONAL SERVICES.**

**TOWNSHIP OF BLOOMFIELD**  
**STANDARDIZED SUBMISSION REQUIREMENTS FOR PROFESSIONAL SERVICES**  
**INFORMATION FOR PROFESSIONAL SERVICES ENTITIES**  
**(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

**Section 1. RECEIPT AND OPENING OF SUBMISSIONS**

A. OWNER AND PROJECT

The Township of Bloomfield, Essex County, New Jersey (hereinafter called the "Township" invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

B. TIME AND PLACE OF SUBMISSION OPENINGS

Township Clerk and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

C. SUBMISSIONS NOT IN COMPLIANCE

The Township may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* as set forth in N.J.S.A. 19:44A-20.5 et seq.

D. WITHDRAWING SUBMISSIONS

Submissions forwarded to the Township Clerk and/or his/her designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submission may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

**Section 2. QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES**  
**(RESPONSES MUST INCLUDE THE FOLLOWING INFORMATION)**

A. INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

B. PAST PERFORMANCE

Documented past performance of same and/or similar service.

C. REFERENCES

References and record of success of same or similar service.

D. DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

E. COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

F. TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

Section 3. **PREPARATION OF SUBMISSIONS**

A. COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in this submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professionals services entity. All prices and amount must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to the Township of Bloomfield, Township Clerk's Office, Municipal Plaza, Bloomfield, New Jersey 07003 and shall specify the Title/Professional Service for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour indicated in the Public Notice for Solicitation or in unsealed envelopes shall not be considered.**

The Township will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications of Submission, and (8) Business Entity Disclosure Certificate (9) an Acknowledgment of Corrections, Additions and Deletions Form.

B. **ERRORS IN SUBMISSIONS**

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

**Section 4. TIME FOR AWARD OF CONTRACT**

The Township shall award the contact or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any professional services entities who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Township Chief Financial Officer has certified the necessary funds in a lawful manner.

**Section 5. MODIFICATIONS OF SUBMISSIONS**

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The communication should not reveal the submission price but should provide specific information regarding the addition to or subtraction from or other modification to the original submission so that the Township will not know the final price(s) or term(s) until the sealed submissions are opened.

**Section 6. REJECTION OF SUBMISSIONS**

A. **MULTIPLE SUBMISSIONS NOT ALLOWED**

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

B. UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Township.

C. RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any and all submissions in whole or in part if not in compliance with these requirements.

D. METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Township to award submissions on a "service by service" basis, "per project" basis, in part or in whole as determined by the Township.

E. RIGHT TO WAIVE INFORMALITIES RESERVED

The Township expressly reserves the right to waive any informality in any submission, or to accept the submission, which is the Township's judgment serves its best interests.

Section 7. **PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS**

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

Section 8. **PAYMENT**

Checks are processed by the Township of Bloomfield's Finance Department approximately on the 30<sup>th</sup> day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

Section 9. **TRANSITIONAL PERIOD**

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than thirty (30) days beyond the expiration date of the contract.

Section 10. **FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

Under no circumstances, on submission documents requiring authorized signatures, will the Township accept documents provided through facsimile machines.

Section 11. **CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY  
IN PUBLIC CONTRACTS**

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Section 12. **GENERAL REQUIREMENTS/INFORMATION**

The professional services entity shall guarantee any and all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Township and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

**NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.**

**THE TOWNSHIP RESERVES THE RIGHT TO CANCEL ANY  
CONTRACT ENTERED INTO UPON THIRTY (30) DAYS NOTICE.**

Contract Term: Pursuant to N.J.S.A 40A:11-3(b), ... "contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months."

**TOWNSHIP OF BLOOMFIELD**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.**

**GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; 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 non-discrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with the 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 attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in

accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

The contractor 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## TOWNSHIP OF BLOOMFIELD

### AMERICAN WITH DISABILITES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor and the Township does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, it agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Townships grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to it grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Agreement, nor

shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## TOWNSHIP OF BLOOMFIELD

### **STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA** **(FAIR & OPEN PUBLIC SOLICITATION PROCESS** **FOR PROFESSIONAL SERVICES)**

The Township of Bloomfield is seeking sealed submissions in response to a Public Notice for the Solicitation of Professional Service Contracts.

#### **The standard submission requirements shall include:**

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

#### **The selection criteria to be used in awarding contracts shall include:**

1. Proposals will be evaluated by the Township on the basis of the most advantageous, price and other factors considered. The evaluation will consider:
  - a. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
  - b. Experience and references.
  - c. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
  - d. Cost consideration – including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
  - e. Knowledge of the township and the subject matter to be addressed under the contract.

f. Other factors if demonstrated to be in the best interest of the Township.

2. **Please Note this Additional Requirement:** Professional services entities shall submit **one (1) original and (2) additional sets** of their sealed submission. In addition, an Electronic copy (PDF File) on Compact Disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

CHECKLIST

PROFESSIONAL SERVICE TITLE: ENGINEERING CONSULTING SERVICES - WATER & SEWR OPERAT OR  
SUBMISSION DATE: DECEMBER 04, 2012

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit
2. Disclosure of Ownership Form
3. Insurance Requirement Acknowledgment Form
4. Mandatory Equal Employment Opportunity Notice Acknowledgment
5. Copy of your **Business Registration Certificate** as issued by the State of New Jersey, Department of Treasury, Division of Revenue
6. Professional Service Entity Information Form
7. Qualifications Submission
8. Business Entity Disclosure Certificate
9. Acknowledgment of Corrections, Additions or Deletions Form

Reminder

Please submit one (1) original and (2) additional sets of the sealed submission. In addition, if available, an electronic copy (PDF File) or compact disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :  
 :  
COUNTY OF ESSEX :SS.  
 :

I, ANTHONY MARUCCI of the TOWNSHIP  
of HANOVER in the County of MORRIS and  
the State of New Jersey, of full age, being duly sworn according to law on my oath depose and  
say that:

I am PRESIDENT  
of the firm of MARUCCI ENGINEERING ASSOCIATES, LLC

the Professional Service Entity making the submission for the above named Service, and that I  
executed the said submission with full authority to do so; that the Professional Service Entity has  
not, directly or indirectly, entered into any agreements, participated in any collusion, or  
otherwise taken any action in restraint of fair and open competition in connection with the above  
named Service; and that all statements contained in said submission and in this affidavit are true  
and correct, and made with full knowledge that the Township of Bloomfield relies upon the truth  
of the statements contained in said submission and in the statements contained in this affidavit in  
awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or  
secure such contract upon an agreement or understanding for commission, percentage, brokerage  
or contingent fee.

Subscribed and sworn to before me  
this 04 day of DECEMBER 20 12

Irene T. Meola  
Notary Public

State of NEW JERSEY

My Commission Expires 11/2/2016

**IRENE T. MEOLA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 11/2/2016**

(Signature of Professional)  
Anthony Marucci  
**ANTHONY MARUCCI, PRESIDENT**  
(Type or print name of Affiant and  
Title under signature)

TOWNSHIP OF BLOOMFIELD

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership"

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form or corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name: ANTHONY MARUCCI Address: 87 NORTH BELAIR AVENUE, CEDAR KNOLLS, NJ 07927

SIGNATURE:  DATE: DECEMBER 04, 2012

II No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

\_\_\_\_\_ Limited Partnership                      XXX Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership                      \_\_\_\_\_ Subchapter S Corporation

SIGNATURE: *Anthony M. Mow* DATE: DECEMBER 04, 2012

**TOWNSHIP OF BLOOMFIELD**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

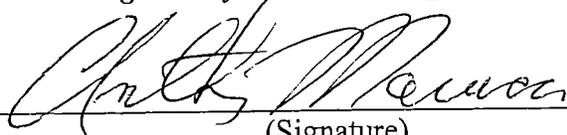
Certificate(s) of Insurance shall be filed with Township Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

***Acknowledgment of Insurance Requirement:***

  
\_\_\_\_\_  
(Signature)

DECEMBER 04, 2012  
\_\_\_\_\_  
(Date)

ANTHONY MARUCCI - PRESIDENT - MARUCCI ENGINEERING ASSOC., LLC  
\_\_\_\_\_  
(Printed Name and Title)

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

J. BOX 419090  
ANSAS CITY, MO 64141-6090  
816)942-6336 FAX: (816)942-7352

- A CASH PRICE (TOTAL PREMIUMS)**
- B CASH DOWN PAYMENT**
- C PRINCIPAL BALANCE (A MINUS B)**

**\$3,861.44** AGENT  
(Name & Place of business)  
M.L. CUTLER & COMPANY  
ATTN: CONNIE WALLACE  
P O BOX 165

**\$965.36**

**\$2,896.08** FLORHAM PARK, NJ 07932  
FAX:

**INSURED**  
(Name & Residence or business)  
MARUCCI ENGINEERING ASSOCIATES,  
LLC

116 WHIPPANY ROAD

WHIPPANY, NJ 07981  
(973)680-4168 FAX: (973)748-3520

Commercial

Quote Number: 1104050

LOAN DISCLOSURE

Account #: \_\_\_\_\_

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.
10.000%	\$121.98

**AMOUNT FINANCED**  
The amount of credit provided to you or on your behalf.

**\$2,896.08**

**TOTAL OF PAYMENTS**  
The amount you will have paid after you have made all payments as scheduled

**\$3,018.06**

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	Beginning:
9	\$335.34	MONTHLY	11/01/2012

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.  
**Late Charges:** A late charge will be imposed on any installment in default 10 days or more. This late charge will be the greater of 1.5% of the installment due and \$25.

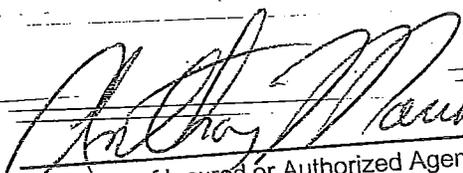
**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge computed by the actuarial method on a 360 day basis or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$12.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	10/01/2012	ADMIRAL INSURANCE CO PROFESSIONAL RISK PLACEMENTS	PROFESSIONAL LIABILITY	25.00%	12	3,827.00 Tax: 34.44
					Broker Fee:	\$0.00
					TOTAL:	\$3,861.44

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE:** A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

 9/25/12  
Signature of Insured or Authorized Agent DATE  
(10/11) Copyright 2011 IPFS Corporation

Signature of Agent  
Page 1 of 2

DATE  
9/24/2012 Web - NJC

**TOWNSHIP OF BLOOMFIELD**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
**(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Township one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

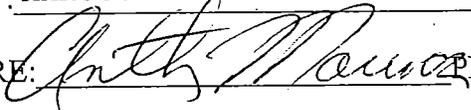
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Bloomfield to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Bloomfield during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: MARUCCI ENGINEERING ASSOCIATES, LLC

SIGNATURE:  PRINT NAME: ANTHONY MARUCCI

TITLE: PRESIDENT DATE: DECEMBER 04, 2012

TOWNSHIP OF BLOOMFIELD

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Fax No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If individual has a **TRADE NAME**, give such trade name:

Trading As: \_\_\_\_\_ Telephone No: \_\_\_\_\_

\*\*\*\*\*

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Fax No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

\*\*\*\*\*

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: STATE OF NEW JERSEY

Location of Principal Office: 116 WHIPPANY ROAD, WHIPPANY, NJ 07981

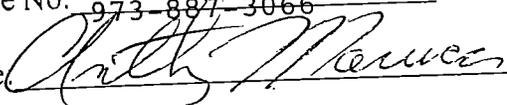
Telephone No: 973-887-3066 Federal I.D. No: 22-383-4964

Fax No: 973-887-3066 E-Mail: ANTHONY@MARUCCIENGINEERING.COM

Name of agent in charge of said office upon whom notice may be legally served:

ANTHONY MARUCCI

Telephone No: 973-887-3066 Name of Corporation: MARUCCI ENGINEERING

Signature:  By: ANTHONY MARUCCI  
ASSOCIATES, LLC

Title: PRESIDENT Address: 116 WHIPPANY ROAD  
WHIPPANY, NEW JERSEY 07981

TOWNSHIP OF BLOOMFIELD

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their educated and experience with projects similar to the services contained herein including their education, degree and certifications.

ANTHONY MARUCCI, PE-LS-PP

NJ PE & LS LICENSE NO. 25573

NJ DEP W-4 LICENSE NO. 000 6372

NJ DEP C-3 LICENSE NO. 000 6370

2. References and record of success of same or similar service:

TOWNSHIP OF BLOOMFIELD WATER AND SEWER OPERATOR

CALENDAR YEARS 2007 THROUGH 2012, INCLUSIVE

( SEE ATTACHED RESUME )

3. Description of ability to provide the services in a time fashion (including staffing, familiarly and location of key staff):

ANTHONY MARUCCI WAS FULL TIME MUNICIPAL ENGINEER FOR THE

TOWNSHIP OF BLOOMFIELD FROM 1988 THRU 2001.

ANTHONY MARUCCI SERVED AS CONSULTING MUNICIPAL ENGINEER

FROM 2001 TO 2005

WATER AND SEWER OPERATOR FROM 2005 TO THE PRESENT

4. Cost details, including the hourly rates of each of the individuals who will perform Services and all expenses:

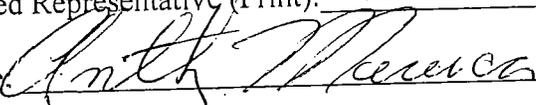
MARUCCI ENGINEERING ASSOCIATES, LLC WILL PROVIDE THE SERVICES OF ANTHONY MARUCCI AS OUTLINED IN THE PROPOSAL FOR THE YEARLY SUM OF \$ 39,600.00.

SERVICES OUTSIDE THE LISTED SCOPE OF SERVICES WILL BE BILLED AT AN HOURLY RATE OF \$ 110.00/HOUR AS AUTHORIZED BY THE TOWNSHIP ENGINEER AND AS APPROVED BY THE MAYOR AND COUNCIL.

*Note: Attach Additional sheets as necessary.*

Firm: MARUCCI ENGINEERING ASSOCIATES, LLC Date: DECEMBER 04, 2012

Authorized Representative (Print): ANTHONY MARUCCI

Signature:  Title: PRESIDENT

Telephone No: 973-887-3066 Fax No: 973-887-3066

**TOWNSHIP OF BLOOMFIELD  
BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR FAIR AND OPEN CONTRACTS**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

<u>Elected Officials</u>
Mayor Raymond J. McCarthy
Councilman Bernard Hamilton
Councilman Elias N. Chalet
Councilwoman Peggy O'Boyle-Dunigan
Councilman Michael J. Venezia
Councilman Nicholas Joanow
Councilman Carlos Bernard

<u>Committees</u>
Bloomfield Democratic Committee
Elias N. Chalet for Councilman
The Ray McCarthy Election Fund
The Election Fund of Nicholas Joanow
Friends of Carlos Bernard Councilman
Margaret O'Boyle-Dunigan Election Fund
The Election Fund of Michael Venezia
The Committee to Elect the McCarthy Team
Friends in Support of Bernard Hamilton
Bloomfield Town Council Candidates – Carlos Bernard & Elias N. Chalet

**Part II – 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: \_\_\_\_\_

Signed: *Anthony Marucci* Title: PRESIDENT

Print Name: ANTHONY MARUCCI Date: DECEMBER 04, 2012

Subscribed and sworn before me this 04 day of  
DECEMBER 2012

My Commission expires:

*Irene T. Meola*

*Anthony Marucci*  
(Affiant)

ANTHONY MARUCCI, PRESIDENT  
(Print name & title of affiant) (Corporate Seal)

**IRENE T. MEOLA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/2/2016**

TOWNSHIP OF BLOOMFIELD

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, ANTHONY MARUCCI

of the firm MARUCCI ENGINEERING ASSOCIATES, LLC

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in the Submission Package.

  
(Signature)

ANTHONY MARUCCI, PRESIDENT  
(Type or print name of Affined and Title, under signature)

DECEMBER 04, 2012  
(Date)

**END OF SUBMISSION PACKAGE**

**ANTHONY MARUCCI, P.E. – L.S. – P.P.**  
**87 NORTH BELAIR AVENUE**  
**CEDAR KNOLLS, NEW JERSEY 07927**

**EDUCATIONAL  
BACKGROUND**

Newark College of Engineering – Newark, New Jersey  
(presently known as New Jersey Institute of Technology)  
Degree - Bachelor of Science in Civil Engineering, 1973  
Major - Civil Engineering

County College of Morris – Dover, New Jersey  
Satisfactorily completed courses in Advanced Water  
Treatment – 1974

**WORK  
EXPERIENCE**

**October 1, 2001 to Present**

Principal with the firm of Marucci Engineering Associates, LLC  
Engineers – Surveyors – Planners  
Specializing in Site Plans · Property/Title Surveys · Subdivisions ·  
Construction Estimating, Layout and Administration · Public  
Works Consultation · Code Enforcement · Planning and Zoning  
Consultation · Inspection Services.

**September 19, 1988 to September 30, 2001**

**Township of Bloomfield, Essex County, New Jersey**  
**Position: Township Engineer/Director of Public Works**

As Township Engineer/ Director of Public Works, I was  
responsible for the proper and efficient conduct of all Public  
Works functions of the Township government and also provide  
technical and engineering advice and assistance to all other  
departments as needed.

My responsibilities included:

The preparation of all plans and specifications for Public Works  
Improvements.

The supervision of all construction and maintenance work  
pertaining to public streets, drains, sewers and water distribution.

The supervision of maintenance to all public buildings and grounds  
and the care of shade trees.

Planning, administration and control of snow and ice removal.

The overall supervision of the performance of public contracts for scavenger service, recycling and street lighting.

The maintenance of tax maps, plans and specifications and other operating records.

The issuance of certificates and approval of all bills with respect to public work performed.

The Divisions of responsibility include:

Engineering  
Maintenance (Roads, sewers water, shade trees, public grounds  
and garage services)  
Electrical

My office also reviewed all site plans presented to the Planning and Zoning Boards with respect to engineering.

I served on the Planning Board as the Municipal Employee Representative.

I reported directly to and I also served as Acting Administrator in the absence of the Township Administrator.

**November 24, 1986 to September 16, 1988**  
**City of Orange Township, Essex County, New Jersey**  
**Position: City Engineer/Director, Department of Public Works**

As City Engineer, I was responsible for the design, review and supervision of construction and maintenance of the entire municipal infrastructure, including: Roads, curbs, sidewalks, storm sewers, sanitary sewers, traffic and parking controls, potable water system, public buildings, parks and recreational facilities.

This office prepared and administered Public Works Operating Budgets, Capital Budgets, Community Development and New Jersey State Road Aid Grants.

I was responsible for the supervision and preparation of maps and charts; preparation of specifications and plans; reviewing of all site plans for the Planning and Zoning Boards and the maintenance of Tax Maps.

Provided licensed coverage in the supervision and operation of the Potable Water Distribution and Treatment System in accordance with the regulations administered by the New Jersey Department of Environmental Protection.

Provided technical, administrative and engineering advice to subordinates in the Department of Public Works and to the other Municipal departments.

**September 3, 1985 to November 21, 1986**  
**Township of South Orange Village –**  
**Public Works Department**  
**Position: Assistant Municipal Engineer**

Assisted the Municipal Engineer/Director of Public Works with the difficult field and office engineering work in municipal construction activities. Also served as Acting Municipal Engineer/Director of Public Works in his absence.

My duties included the supervision of design, construction and maintenance of municipal roads, curbs, sidewalks, storm sewers, sanitary sewers, traffic and parking controls, potable water systems, public buildings, parks and recreational facilities, the supervision of snow plowing and salting operations and assistance in the preparation of the Municipal Budget.

Also supervised the preparation of maps and charts, prepared specifications and plans, reviewed site plans and purchased necessary materials in the Department of Public Works through public bidding procedures.

Also provided technical, administrative and engineering advice to subordinates and to other municipal departments.

Township of South Orange Village  
Position: Water Superintendent

As Water Superintendent, I supervised and was responsible for the operation of the entire water supply and distribution system including fourteen (14) wells, a pumping station, three (3) storage tanks and the entire water main distribution network.

I supervised fourteen (14) men including Water Treatment Plant Operators, Water Repairers and Meter Reader Installers.

**March 16, 1976 to September 2, 1985**

**City of Orange Township**

**Position: Assistant Water Treatment Plant Superintendent**

Assisted in the supervision of the Administration and Operations of the Water Treatment and Purification Plant and the Water Distribution System.

**December 30, 1974 to September 2, 1985**

**City of Orange Township**

**Position: Assistant Municipal Engineer**

Assisted the Municipal Engineer/Director of Public Works with the difficult field and office engineering work in municipal construction activities. Also served as Acting Municipal Engineer/Director of Public Works in his absence.

Duties also included supervision of design, construction and maintenance of municipal roads, curbs, sidewalks, storm sewers, sanitary sewers, traffic and parking controls, potable water systems, public buildings, parks and recreational facilities and supervision of snow plowing and salting operations. Also, assisted in the preparation of the Municipal Budget.

Supervised the preparation of maps and charts, prepared specifications and plans, reviewed site plans and purchased necessary materials in the Department of Public Works through public bidding procedures.

Also provided technical, administrative and engineering advice to subordinates and to other municipal departments.

**May 29, 1973 to December 30, 1974**  
**City of Orange Township**  
**Position: Assistant Engineer**

Under supervision of the City Engineer and the Assistant City Engineer, performed various engineering duties and the design and construction of municipal roads, storm and sanitary sewers and water distribution system.

**January 1973 to May 1973**  
**City of Orange Township**  
**Position: Part-time Engineering Aide**

Performed various engineering duties in the design of municipal roads, storm and sanitary sewers and water distribution system.

**Summer 1972**  
**Position: Engineering Aide**

Louis Berger and Associates, Inc.  
100 Halsted Street  
East Orange, New Jersey 07018

**Summer 1971**  
**Position: Engineering-in-Training**

Ditta Lodigiani (Highway Constructors)  
Milan, Italy

**PROFESSIONAL  
ASSOCIATIONS**

Member of the New Jersey Society of Municipal Engineers

Member of the New Jersey Society of Professional Land Surveyors

Member of the American Public Works Association

Member of the American Water Works Association

Member of the Public Works Association of New Jersey

**REGISTRATIONS** New Jersey Licensed Professional Engineer  
License No. 25573  
Pennsylvania Licensed Professional Engineer  
License No. 043610-R  
New Jersey Licensed Professional Land Surveyor  
License No. 25573  
New Jersey Licensed Professional Planner  
License No. 2124

N.J.D.E.P. T-4 New Jersey License to operate a Water Purification  
and Treatment Plant,  
License No. 2002

N.J.D.E.P. W-4 New Jersey License to operate a Potable Water  
Supply and Distribution System,  
License No. 1816

N.J.D.E.P. C-3 New Jersey License to operate a Sanitary Sewer  
Collection System.  
License No. C1569

N.J.D.E.P. Underground Storage Tank Certification  
No. 0011112

Certified Municipal Engineer as per the New Jersey Municipal  
Engineering Institute  
CME No. 0122

Certified Public Works Manager - State of New Jersey  
Certification No. M0339

**PERSONAL DATA** Date of Birth: September 6, 1951  
Height: 5' 6"  
Weight: 190 lbs.  
Home Telephone Number 973-267-8289  
Marital Status: Married - Five Children  
Health: Excellent

**REFERENCES** Available upon request

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors

HAS LICENSED

ANTHONY MARUCCI  
87 NORTH BELAIR AVE  
CEDAR KNOLLS NJ 07927-1405

FOR PRACTICE IN NEW JERSEY AS A(N): Prof. Engineer & Land Surveyor

04/17/2012 TO 04/30/2014  
VALID

24GB02557300  
LICENSE/REGISTRATION/CERTIFICATION #

*Anthony Marucci*  
Signature of Licensee/Registrant/Certificate Holder  
DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors  
HAS LICENSED  
ANTHONY MARUCCI  
Prof. Engineer & Land Surveyor

04/17/2012 TO 04/30/2014  
VALID  
24GB02557300  
License/Registration/Certificate #

SIGNATURE  
*Anthony Marucci*  
DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Prof. Engineers & Land Surv  
P.O. Box 45015  
Newark, NJ 07101

PLEASE DETACH HERE

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Professional Planners

HAS LICENSED

ANTHONY MARUCCI  
87 NORTH BELAIR AVE  
CEDAR KNOLLS NJ 07927-1405

FOR PRACTICE IN NEW JERSEY AS A(N): Professional Planner

04/17/2012 TO 05/31/2014  
VALID

33LI00212400  
LICENSE/REGISTRATION/CERTIFICATION #

*Anthony Marucci*  
Signature of Licensee/Registrant/Certificate Holder  
DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Professional Planners  
HAS LICENSED  
ANTHONY MARUCCI  
Professional Planner

04/17/2012 TO 05/31/2014  
VALID  
33LI00212400  
License/Registration/Certificate #

SIGNATURE  
*Anthony Marucci*  
DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Board of Professional Planners  
P.O. Box 45016  
Newark, NJ 07101

PLEASE DETACH HERE



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NJDEP

Licensing Programs  
Mail Code 401-04E  
PO BOX 420  
Trenton, NJ 08625-0420

Please detach your license and carry it with  
you for identification purposes.

ANTHONY N MARUCCI  
87 NORTH BELAIR AVE

Cedar Knolls NJ 07927

Document #: 121928100

DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE OF NEW JERSEY

*Hereby Certifies the Goodstanding of:*

ANTHONY N MARUCCI SSN: \_\_\_\_\_

License No. 0006370 Reg. No. 0006370

AS A LICENSED:

C3 COLLECTION

Expires: 09/30/13 Document#: 121928100

TO DETACH  
- Push license down thru paper.



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NJDEP

Licensing Programs  
Mail Code 401-04E  
PO BOX 420  
Trenton, NJ 08625-0420

Please detach your license and carry it with  
you for identification purposes.

ANTHONY N MARUCCI  
87 NORTH BELAIR AVE

Cedar Knolls NJ 07927

Document #: 121908600

DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE OF NEW JERSEY

*Hereby Certifies the Goodstanding of:*

ANTHONY N MARUCCI SSN: \_\_\_\_\_

License No. 0006372 Reg. No. 0006372

AS A LICENSED:

W4 WATER DISTRIB.

Expires: 09/30/13 Document#: 121908600

TO DETACH  
- Push license down thru paper.



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NJDEP

Licensing Programs  
Mail Code 401-04E  
PO BOX 420  
Trenton, NJ 08625-0420

Please detach your license and carry it with  
you for identification purposes.

ANTHONY N MARUCCI  
87 NORTH BELAIR AVE

Cedar Knolls NJ 07927

DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE OF NEW JERSEY

*Hereby Certifies the Goodstanding of:*

ANTHONY N MARUCCI SSN: \_\_\_\_\_

License No. 0006371 Reg. No. 0006371

AS A LICENSED:

T4 WATER TREATMENT

Expires: 09/30/13 Document#: 121908590

TO DETACH  
- Push license down thru paper.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON NJ 08646-0282

TAXPAYER NAME:

MARUGO ENGINEERING ASSOCIATES, LLC

TAXPAYER IDENTIFICATION#:

223-834-964/000

ADDRESS:

87 NO BELAIR AVE  
CEDAR KNOLLS NJ 07927

EFFECTIVE DATE:

09/24/01

FORM-BRC(08-04)

The Certificate is NOT for

TRADE NAME:

SEQUENCE NUMBER:

0501178

ISSUANCE DATE:

09/22/04

*Signature*

Certification 38551

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor has complied with the Subchapter 17A2 Employee Information Report pursuant to N.J.A.C. 17:27, 17:27-1.1 et seq. and the contractor's Treasurer has approved this report. This approval will remain in effect for the period of 15 SEP 2006 (11) to 15 SEP 2013.



MARUCCI ENGINEERING ASSOC  
87 NO. BELAIR AVENUE  
CEDAR KNOLLS NJ 07007

*Franklin Adams*

State Treasurer

# State of New Jersey

## Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

MARUCCI ENGINEERING ASSOCIATES, LLC  
116 WHIPPANY ROAD  
Whippany NJ 07981

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

### CERTIFICATE OF AUTHORIZATION

to offer the following services

Engineering & Land Surveying

06/04/2003

Person in Responsible Charge

ANTHONY MARUCCI

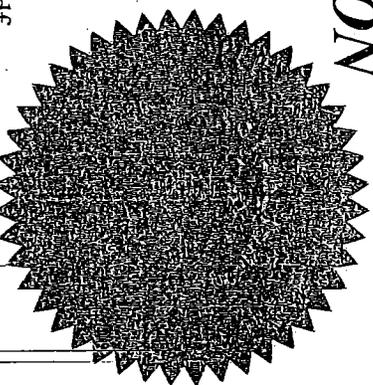
For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certnpt.pdf>

Date: August 24, 2012

Certificate No. 24GA28082400

Expiration Date: 08/31/2014

  
Acting Executive Director



**ATTACHMENT "B" – RESOLUTION OF APPROVAL**



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 01/22/13 07:00 PM

**2013 RESOLUTION AWARD OF PROFESSIONAL SERVICE**

**AWARD OF A PROFESSIONAL SERVICE CONTRACT  
PURSUANT TO THE FAIR AND OPEN PROCESS FOR A  
WATER & SEWER OPERATOR**

WHEREAS, the Township of Bloomfield has a need to acquire professional Engineering Services for licensed operation of the Township's water and sewer system and has advertised a request for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township Engineer has certified in writing that the value of the service will exceed \$17,500; and

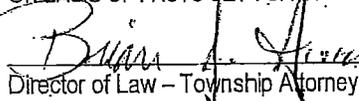
WHEREAS, the term of this contract is one (1) year and will end on December 31, 2013; and

WHEREAS, Marucci Engineering Associates, (hereinafter "Professional") 116 Whippany Road, Whippany, New Jersey 07981 has submitted the attached proposal indicating they will provide the necessary services for a total price, not to exceed \$39,600.00 yearly, and an hourly rate of \$99.00 per hour for services not covered under the scope of water and sewer operation; and

WHEREAS, the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of this service.

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
Director of Law - Township Attorney

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Bloomfield authorizes and directs the Township Administrator to enter in a contract/retainer agreement with the Professional within 10 days as described herein; and

**BE IT FURTHER RESOLVED**, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirement for Professional Services and no minimum payment is implied or guaranteed; and

**BE IT FURTHER RESOLVED**, that all of terms contained in the Standardized Submission Requirement for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

**BE IT FURTHER RESOLVED**, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contracts calls for a monthly retainer; and

**BE IT FURTHER RESOLVED**, that the Professional's response to the request for Professional Services shall be placed on file with this resolution/and a copy of the contract/retainer agreement entered into; and

**BE IT FURTHER RESOLVED**, that the contract should incorporate the terms and conditions contained in Professional's response to the request for Professional Services.

\* \* \* \* \*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on January 22, 2013.

*Louise M. Pellegrino*  
 \_\_\_\_\_  
 Municipal Clerk of the Township of Bloomfield

*Raymond J. Dunigan*  
 \_\_\_\_\_  
 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2469					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
<input type="checkbox"/> Approved by Consensus					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>