



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 02/21/12 07:00 PM

2012 RESOLUTION AWARD OF PROFESSIONAL SERVICE

NON-FAIR AND OPEN CONTRACT FOR THE PREPARATION OF DESIGN PLANS & SPECIFICATIONS AND BID ASSISTANCE FOR THE STREETScape DESIGN WITHIN THE NORTH CENTER COMMERCIAL DISTRICT

WHEREAS, the Township of Bloomfield has a need to acquire professional services for the preparation of design drawings and bid documents for the Streetscape Improvements in the North Center Commercial District; and

WHEREAS, the Township desires to make this appointment under the provisions of *N.J.S.A. 19:44A-20.5*, as a non-fair and open contract; and

WHEREAS, the Township Engineer has determined that the value of these services may exceed \$17,500.00; and

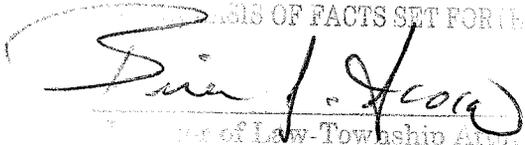
WHEREAS, this contract will end upon the completion of the project; and

WHEREAS, Arterial, LLC, 105 Grove Street, Suite 11, Montclair, New Jersey 07042 (hereinafter "Professional") has submitted the attached proposal indicating they will provide the necessary services; and

WHEREAS, the Professional has completed and submitted a Business Entity Disclosure Certification (Engineer has held for a minimum of ten days) which certifies they have not made any reportable contributions to a political or candidate committee in the Township of Bloomfield in the previous one year and that the contract will prohibit the Professional from making any reportable contributions during the term of the contract; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services within Capital Account # C-04-55-829-965; and

NOW, THEREFORE, BE RESOLVED, that the Mayor and Council of the Township

RES TO FORM AND PROTECT
BASIS OF FACTS SET FOR

er of Law-Township Attorney

of Bloomfield, County of Essex, State of New Jersey authorizes the Township Engineer to enter into a contract with the Professional as described herein; and

BE IT FURTHER RESOLVED, that no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification, the Township Engineer's Determination of Value, the proposal of the Professional and the contract itself be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that the above documents shall be available for public inspection at the office of the Township Clerk during regular business hours; and

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

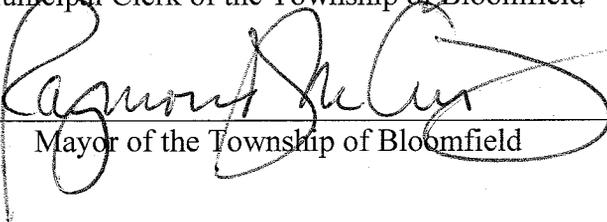
BE IT FURTHER RESOLVED, that a notice of this action shall be printed once in the official newspaper of the Township of Bloomfield.

......*...*

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 February 21, 2012.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> Vote Record - Resolution 1502					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Approved	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Not Discussed	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled with No Vote	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussed					


AGREEMENT FOR ~~PROFESSIONAL ENGINEERING SERVICES~~

URBAN DESIGN & LANDSCAPE ARCHITECTURE

THIS AGREEMENT is made and entered into this 1ST day of MARCH, by and between **Arterial**, having its principal place of business at **105 Grove Street, Suite 11, Montclair, NJ 07042**, 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 **January 27, 2012**, a copy of which is attached hereto as Attachment A. and the Client's Resolution, dated **February 21, 2012**, 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 **\$22,685.25**.
- 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 environment 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 **January 27, 2012** (Attachment A) and Client's signed **February 21, 2012** 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

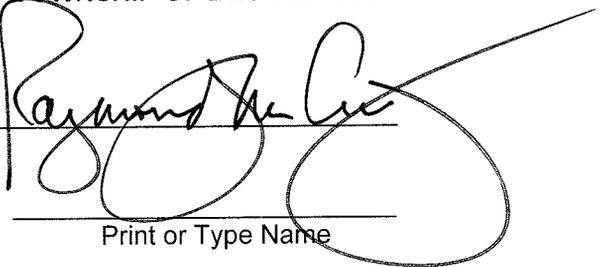
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

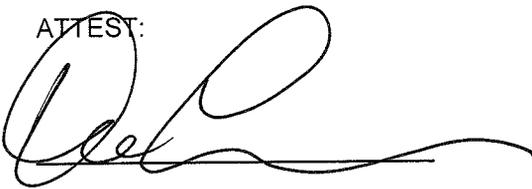
By  _____
Print or Type Name

Mayor

Title

ARTERIAL, LLC
(NAME OF COMPANY)

ATTEST:

 _____

By DAVID LUSTBERG
(Print Name & Title)

ATTACHMENT "A" - PROPOSAL

PROPOSAL

January 27, 2012

Mr. Paul Lasek
Township Engineer
Township of Bloomfield
1 Municipal Plaza
Bloomfield, NJ 07003

Delivered via e-mail: plasek@bloomfieldwpnj.com

**RE: Proposal for Urban Design and Landscape Architecture
North Center Commercial District Streetscape, Phase 1 – Bloomfield, NJ**

Dear Mr. Lasek:

It is with great excitement that I submit this proposal to provide Urban Design and Landscape Architecture services for the first phase of streetscape improvements. The momentum, community support and vision established over the past several months will allow us to “hit the ground running” and complete this first phase efficiently!

Project Understanding

Over the past several months, a Corridor Study and Capital Improvements Strategy was established for the North Center Corridor. The township would like to move the first phase of this strategy into construction in the spring of 2012 and anticipates allocating roughly \$350k towards the effort. The first phase of work will be based loosely on the phasing outlined in the Capital Improvements Strategy and will include primarily “aesthetic” improvements that will have a significant and immediate impact.

It is understood that The Township of Bloomfield will be providing all engineering services “in-house” and will lead the bid solicitation and selection process. Arterial will provide Urban Design and Landscape Architecture services as outlined in the Scope of Services.



105 Grove Street Suite 11 | Montclair | New Jersey | 07042
973 320 9123 | www.ArterialStreets.com | tw @ArterialStreets

Scope of Services

1. Pre-Design Services

- a. Ordinance Review: Review current ordinance related to projecting signs and outdoor dining and make recommendations to the township for modifications
- b. Adopt-A-Street Agreement: Assist the appropriate township staff/legal team in drafting a boiler plate agreement between the township and property owners for the maintenance of various streetscape elements (i.e. planters, benches, parklets)

Deliverables

- Adopt-a-Street Program Outline and Agreement (drafted by the township)
- Ordinance Revisions (drafted by township)

2. Topographic Survey

It is understood that the township recently had an existing conditions survey prepared for the project area during the construction of the new pedestrian light fixtures. This survey will be used to develop the design plans. Should additional information be necessary, including topography, new light locations and other details, Arterial has provided an allowance of up to \$3000 in the budget to provide these services if needed

3. Final Design and Bid Documents

Arterial will advance the Landscape Architecture and Urban Design Drawings through 100% Final Design sufficient for bid. It is understood that the Township Engineering Department will act as the project engineer and will prepare all engineering drawings including curb alignment, utilities, grading and drainage, related construction details and the Engineer's Estimate. In addition, it is understood that the Township Engineering Department will assemble the Final Bid Documents and Specifications, incorporating sections prepared by Arterial. Selection of material's and furnishings will be made by Arterial and presented to the Township Engineer for final approval.

- a. Survey and Existing Conditions Plans (by Cityscape)
- b. Paving, Planting and Furniture Plans (1"=20')
- c. Graphic Design: Develop graphic design for the banner designs and one sign type
- d. Sign Design and Consolidation: Develop a strategy for consolidating signs and a simple vehicular/pedestrian wayfinding sign (one sign type)
- e. Urban Design Details including typical parklet design
- f. Urban Design Specifications (It is assumed that the township will be assembling the final specifications and Arterial will supplement this with the Urban Design Specifications)



Deliverables

Meetings/Presentations: (1) total

4. Bid Assistance

Arterial will assist the township engineer with Requests for Information and Clarifications through the Bid Phase. In addition Arterial will assist the township engineer in reviewing the bids that are received.

Additional Services

Arterial's scope is limited to the items outlined above. If authorized by the client, Arterial may perform additional services for an agreed upon fee. These additional services may include:

- Engineering of any kind
- Traffic and circulation studies or impact assessments
- Complete wayfinding system design
- Community Outreach of any kind
- Meetings or presentations outside of those listed above
- Additional Bid Packages due to budget constraints or otherwise (break outs from this package)
- Lighting of any kind
- Design of proposed pocket park (at Broad Street and Hoover Avenue)
- Construction Phase Services (Construction Administration etc)

Assumptions

- This proposal assumes a construction budget of roughly \$350,000 as stated by the township. Should this amount increase or decrease significantly, the fee amount outlined in this proposal may be renegotiated accordingly.
- The Township of Bloomfield will be the Project Engineer and will develop all engineer related sheets and details as well as the Engineer's Estimate and will assemble the final bid package and will facilitate the bidding process.
- The Township will provide Arterial with the survey previously prepared for the pedestrian light installation. This survey will be used for this project and will be supplemented with additional information as outlined above. The road R O W., Curb locations, utility locations and other elements shown on this survey will be used as-is. Arterial and its sub-consultants do not assume responsibility or liability for the accuracy of these elements previously prepared by others.
- The township will do all printing for Bid Packages.



Compensation

The compensation for this work is a lump sum amount of **\$22,685** including typical reimbursable expenses assumed to not exceed \$300. This will be invoiced monthly based on percent complete. We kindly request a **25% retainer (\$5671.25)** that will be applied to the final invoice.

Thank you for the opportunity and I look forward to working with you and the township on this exciting project!

Best regards,

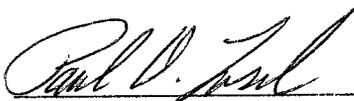


David Lustberg, LLA
Principal, Arterial LLC

Approval

If this proposal and the attached "Terms of Agreement" meet your approval, please return a signed copy to us along with the retainer

Approved by:

 3/1/12

Paul Lasek

Date

Terms of Agreement

This Agreement is made as of the date noted above by and between The Lincoln Park Coast Cultural District ("Client" "LPCCD") and Arterial, LLC ("Arterial") for the following project (the "Project") indicated above.

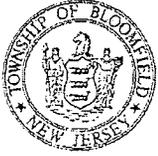
SECTION 1: BASIC SERVICES

1. ARTERIAL will provide the "Scope of Services" described above. If authorized by Client, ARTERIAL will provide "Additional Services". The Basic Services and the Additional Services authorized by Client shall be paid for by Client as provided below
2. Certain of the Basic Services and Additional Services may be performed by consultants to ARTERIAL, but ARTERIAL will remain responsible for the full performance of such services.



105 Grove Street Suite 11 | Montclair | New Jersey | 07042
973 320 9123 | www.ArterialStreets.com | tw @ArterialStreets

ATTACHMENT "B" – RESOLUTION OF APPROVAL



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 02/21/12 07:00 PM

2012 RESOLUTION AWARD OF PROFESSIONAL SERVICE

NON-FAIR AND OPEN CONTRACT FOR THE PREPARATION OF DESIGN PLANS & SPECIFICATIONS AND BID ASSISTANCE FOR THE STREETScape DESIGN WITHIN THE NORTH CENTER COMMERCIAL DISTRICT

WHEREAS, the Township of Bloomfield has a need to acquire professional services for the preparation of design drawings and bid documents for the Streetscape Improvements in the North Center Commercial District; and

WHEREAS, the Township desires to make this appointment under the provisions of *N.J.S.A. 19:44A-20.5*, as a non-fair and open contract; and

WHEREAS, the Township Engineer has determined that the value of these services may exceed \$17,500.00; and

WHEREAS, this contract will end upon the completion of the project; and

WHEREAS, Arterial, LLC, 105 Grove Street, Suite 11, Montclair, New Jersey 07042 (hereinafter "Professional") has submitted the attached proposal indicating they will provide the necessary services; and

WHEREAS, the Professional has completed and submitted a Business Entity Disclosure Certification (Engineer has held for a minimum of ten days) which certifies they have not made any reportable contributions to a political or candidate committee in the Township of Bloomfield in the previous one year and that the contract will prohibit the Professional from making any reportable contributions during the term of the contract; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of these services within Capital Account # C-04-55-829-965; and

NOW, THEREFORE, BE RESOLVED, that the Mayor and Council of the Township

TO FORM AND PRO
OF FACTS SET FOR
Dina J. Scott
of Township

of Bloomfield, County of Essex, State of New Jersey authorizes the Township Engineer to enter into a contract with the Professional as described herein; and

BE IT FURTHER RESOLVED, that no minimum payment is implied or guaranteed; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification, the Township Engineer's Determination of Value, the proposal of the Professional and the contract itself be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that the above documents shall be available for public inspection at the office of the Township Clerk during regular business hours; and

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

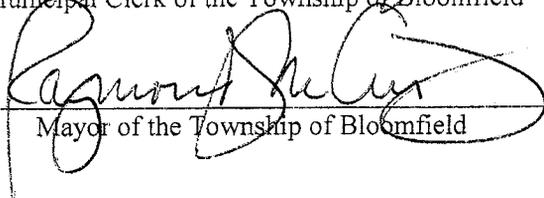
BE IT FURTHER RESOLVED, that a notice of this action shall be printed once in the official newspaper of the Township of Bloomfield.

......*...*

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 February 21, 2012.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 1502					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the professional/business entity has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2012 to any of the following named elected officials, candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Bloomfield as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Elected Officials	Committees
Mayor Ramond J. McCarthy	Bloomfield Democratic Committee
Councilman Bernard Hamilton	Elias N Chalet for Councilman
Councilman Elias N. Chalet	The Ray McCarthy Election Fund
Councilwoman Peggy O'Boyle-Dunigan	The Election Fund of Nicholas Joanow
Councilman Michael J. Venezia	Friends of Carlos Bernard Councilman
Councilman Nicholas Joanow	Margaret O'Boyle-Dunigan Election Fund
Councilman Carlos Bernard	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 – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
DAVID LUSTBERG	28 NORTH WILLOW STREET MONTCLAIR, NJ
MATRIX NEWWORLD ENG	26 COLUMBIA TRK FLOHAM PARK, NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: _____

Signed: David Lustberg

Title: MANAGING PARTNER

Print Name: DAVID LUSTBERG

Date: 2/10/12

Subscribed and sworn before me this 10th day of February 2012

(Affiant)

My Commission expires: April 29, 2016

(Print name & title of affiant) (Corporate Seal)

