



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
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Resolution No. 25-2018

Date: April 4, 2018

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR HISTORICAL PRESERVATION CONSULTANT FOR THE OAK RIDGE GOLF COURSE PROJECT

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☒ YES ☐ NO ☐ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>Bornstad, Treasurer</i>	✓		✓			✓	
<i>D'Elia</i>		✓					
<i>Hockaday</i>	✓		✓				
<i>Huff</i>	✓		✓				
<i>Lattimore</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓				✓
<i>Rountree, Vice-Chair</i>		✓					
<i>Scutari, Chairman</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR HISTORICAL
PRESERVATION CONSULTANT FOR THE OAK RIDGE GOLF COURSE PROJECT**

WHEREAS, a regular meeting of the Union County Improvement Authority (the "Authority") was held on April 4, 2018; and

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40: 37A-44 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, it is necessary for the Authority to obtain professional historical preservation consultant services (the "Services") for the Oak Ridge Project; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, the Authority has a need to acquire the Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Mary Delaney Krugman Associates Inc. has completed and submitted a Business Entity Disclosure Certification which certified that Mary Delaney Krugman Associates Inc. has not made any reportable contributions to a political or candidate committee as prohibited by the law in the previous year, and that the contract will prohibit Mary Delaney Krugman Associates Inc. from making any reportable contribution through the term of the contract; and

WHEREAS, the Authority would like to authorize a contract with Mary Delaney Krugman Associates Inc. for the provision of the Services in accordance with this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE
UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby authorizes Mary Delaney Krugman Associates Inc. to perform historical preservation consultant services for the Oak Ridge Project at a cost not to exceed \$16,000.00;
2. The Authority authorizes the Executive Director of the Authority to approve and execute a contract with Mary Delaney Krugman Associates Inc. setting forth the terms of the provision of the Services. Such approval and execution by the Executive Director shall be deemed approval by the Authority and no further action or approval shall be required.

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

AGREEMENT

THIS AGREEMENT made and entered into this day of 2017, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"), with offices located at 1499 U.S. Highway 1 North, Rahway, New Jersey hereinafter referred to as **Authority** and Mary Delaney Krugman Associates Inc. having its principal place of business at 62 Myrtle Ave, Montclair, New Jersey 07042, hereinafter referred to as **Vendor**.

WITNESSETH that the **Authority** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SCOPE OF WORK

The County shall enter into an Agreement with **Vendor** for the sum not to exceed \$16,000.00 and **Vendor** shall furnish continuing Historical Preservation Consulting Services at the Oak Ridge Park Project in Clark, New Jersey in accordance with their March 5, 2018 Proposal which is annexed hereto as Appendix A, and incorporated herein as part of this Agreement and collectively with this Agreement referred to as the "contract documents". **Vendor** shall do everything required by such contract documents.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement

2. DATES OF AGREEMENT

This Agreement shall commence on upon execution of said contract and shall terminate in twelve (12) months.

3. CONFIDENTIALITY OF DOCUMENTS

All data and documentation arising out of the performance of this Agreement are the property of the **Authority**. Any data or documentation whose premature disclosure would be detrimental to the

Authority shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act.

4. INSURANCE

On or before commencing the work the **Vendor** shall file with the **Authority** evidence of insurance coverage. The policy shall state "All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence". Coverage shall be effective and continuous for the entire term of the Agreement. The **Authority** shall be named as additional insured on the policy.

The **Authority** requires all **Vendors** to be able to comply with the following insurance requirements. The **Vendor** must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the **Authority**.

INSURANCE REQUIREMENTS APPLICABLE TO ALL VENDORS:

A Certificate of Insurance shall be filed with the **Authority** prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the **Authority** and name the **Authority** as additional insured.

1. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the **Authority** and shall reflect the provision of at least 30 day notice to the **Authority** before any major cancellation or major change may be made in the policy.
2. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational Disease Laws as respects work performed under this Contract. Insurance shall be

extended to include any obligations under “the United States Longshoremen's and Harbor Workers Act” or any maritime Act, when applicable.

3. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the **Authority** with Respect to work emanating from the Contract with the **Authority**.

This instance shall include the following:

- (a) Personal Injury Liability,
- (b) Blanket Contractual Liability applying to assumption of liability under any written, Contract,
- (c) Products and/or Completed Operations Liability

5. **INDEMNIFICATION**

The **Vendor's** liability to the **Authority** and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the **Authority** and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this **Agreement**.
- b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work as outlined in this **Agreement**.
- c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition

to the insurance obligations herein.

6. INDEPENDENT VENDOR STATUS

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent contractors and not employees of the Authority. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which **Authority** employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

7. TERMINATION OF AGREEMENT FOR CAUSE

The **Authority** may, by written notice of default to the **Vendor**, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the **Vendor** does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the **Vendor** specifying such failure:

- a. If the **Vendor** refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in the Agreement;
- b. If the **Vendor** disregards laws, ordinances, rules, regulations or orders;
- c. If the **Vendor** fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- d. If the **Vendor** files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

8. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the **Authority**. In no event, however, shall the **Vendor** be paid for loss of anticipated profits or consequential damages.

In the event the Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

9. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department. Change Orders shall comply with N.J.A.C. 5:30-11 titled Change Orders and Open-End Agreements and subsequent articles of the New Jersey Administrative Code.

10. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **Authority** for damages sustained by the **Authority** by virtue of any breach of the Agreement.

11. PAYMENT

The **Authority** shall pay this **Vendor** for the work specified by the Agreement a sum not to exceed \$16,000.00. Unless otherwise stated in the specifications, payment requests shall be submitted to the respective Authority every thirty (30) days. The payment request shall sufficiently detail the work

performed, services provided or goods delivered and provide the necessary documentation of same.

Payment to the **Vendor** is to be made within forty-five (45) days after the receipt of **Vendor's** invoice and properly executed **Authority** voucher.

12. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the **Authority** solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the **Vendor** or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

13. DISCRIMINATION

This **Vendor** acknowledges that she has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

14. AFFIRMATIVE ACTION

(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 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, gender identity or expression, disability, nationality or sex. Such action 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, 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 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 employ minority and women 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, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter IO of the Administrative Code at N.J.A.C. 17:27.

15. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the **Authority** unless the **Vendor** provides a copy of its business registration in accordance with the following schedule:

- (1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted;
- or

- (2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the **Vendor** who shall forward it to the contracting agency. No agreement with a subcontractor shall be entered into by any contractor under any agreement with a contracting agency unless the contractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the Agreement.

The **Vendor** shall maintain and submit to the **Authority** a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

16. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; N.J.S.A. 24:10-57.1 and N.J.S.A. 57.2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A. 52:33-1, together with any amendment or

supplement thereto, be applicable to this Agreement and should said statute not be complied with, then this Agreement shall be voidable at the option of the **Authority**.

17. OPEN PUBLIC RECORDS ACT ("OPRA")

Pursuant to the Open Publics Record Act, N.J.S.A. 47:A-1.1 et seq. ("OPRA"), all information and documentation received in response to this Request for Quotations documents will become the property of the **Authority**. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the **Authority** unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

18. INSPECTIONS AND RECORDS

The **Vendor** shall maintain accounting records in a manner so as to enable the **Authority** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **Authority** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **Authority** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **Authority** may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, "the **Vendor** shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or the County upon request."

If requested, the **Vendor** shall deliver to the **Authority** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the **Vendor** and all, data related to the services

being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

19. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

UNION COUNTY IMPROVEMENT AUTHORITY:

UCIA
Office of the Executive Director
1499 U.S. Highway 1 North
Rahway, New Jersey

VENDOR:

Mary Delaney Krugman Associates Inc.
62 Myrtle Ave
Montclair, NJ 07042

20. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to the **Authority's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

21. WAIVER

No term or provision hereof shall be deemed waived and no breach excused by the **Authority** unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the **Authority** to, or waiver by the **Authority** of, a breach by the **Vendor**, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

22. ENTIRE AGREEMENT

It is expressly agreed that the terms and conditions of this agreement shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written agreements between the parties.

23. ASSIGNMENT

The **Vendor** is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any of its responsibilities under this Agreement, in whole or in part, to any other person, company or corporation, and this Agreement may not be involuntarily assigned or assigned by operation of law without prior written consent of the **Authority**, which consent shall not be unreasonably withheld. If such a transfer without consent occurs, the **Authority** may refuse to carry out its Agreement with either the Assignor or Assignee, and reserves all rights of action for breach of the Agreement.

The **Authority** reserves the right to assign or transfer the Agreement to any person, office or entity as it deems appropriate.

24. SUBCONTRACTING

Unless otherwise specified in the **Authority's** specifications the subcontracting of any of **Vendor's** responsibilities under this Agreement is not permitted without the expressed written consent of the **Authority**.

25. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this Agreement.

26. COOPERATION WITH OTHER VENDORS

The **Vendor** shall fully cooperate with other vendors and contractors of the **Authority**, the **Authority's** employees, and/or the employees of others as may be required by circumstances or directed by the **Authority**.

27. LICENSES AND PERMITS

Vendor shall be responsible to apply for and obtain all necessary permits and licenses unless the specifications provide for the **Authority** to obtain such permits and licenses.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

**UNION COUNTY IMPROVEMENT
AUTHORITY**

LISA Da SILVA, Clerk
UCIA

BY: _____
DANIEL P. SULLIVAN
Executive Director

APPROVED AS TO FORM:

DAVID MINCHELLO, ESQ.
UCIA General Counsel

ATTEST:

**MARY DELANEY KRUGMAN
ASSOCIATES INC**

Corporate Secretary / Notary Public

Authorized Signatory

Mary Delaney Krugman
Print Name

President
Print Title

APPENDIX A

March 5, 2018 Proposal of Mary Delaney Krugman Associates Inc.