



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
www.ucimprovementauthority.org
(732) 382-9400 (732) 382-5862 fax

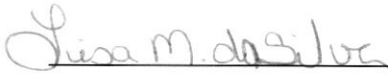
Resolution No. 25-2019

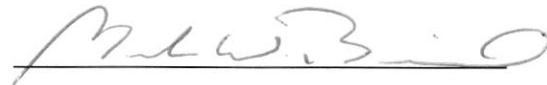
Date: April 3, 2019

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH NEGLIA ENGINEERING ASSOCIATES FOR THE PROVISION OF PROFESSIONAL SURVEYING AND ENGINEERING SERVICES

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>D'Elia</i>	✓		✓				✓
<i>Gunderman</i>	✓		✓				
<i>Hockaday</i>	✓		✓			✓	
<i>Huff, Treasurer</i>	✓		✓				
<i>Lattimore</i>	✓		✓				
<i>Salerno, Secretary</i>	✓		✓				
<i>Bornstad, Vice Chair</i>	✓		✓				
<i>Rountree, Chairwoman</i>		✓					

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT
WITH NEGLIA ENGINEERING ASSOCIATES FOR THE PROVISION OF
PROFESSIONAL SURVEYING AND ENGINEERING SERVICES**

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 corporation 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., constituting Chapter 183 of the Pamphlet Laws of New Jersey of 1960 and the acts amendatory thereof and supplemental thereto; 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 or 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, the Authority is presently conducting a space study analysis to determine the appropriate future utilization and location of all existing structures under Union County's purview (the "Space Study"); and

WHEREAS, the Authority previously determined and declared Neglia Engineering Associates ("Neglia") to be a qualified vendor to provide engineering and other professional services for the Authority with respect to the Space Study; and

WHEREAS, the Authority wishes to enter into a professional services contract with Neglia to perform engineering and other professional services relative to the Space Study for a total amount not to exceed \$19,750.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNION COUNTY IMPROVEMENT AS FOLLOWS:

1. The Authority hereby approves and authorizes the Executive Director to execute a professional services contract in substantial conformity with the contract appended hereto as Attachment "A".
2. Such approval and execution by the Executive Director shall be deemed approval by the Authority and no further action or approval shall be required.
3. This resolution shall take effect immediately.

ATTACHMENT "A"

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: March 27, 2019

TO: Daniel P. Sullivan, Executive Director
Union County Improvement Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065

FROM: David R. Atkinson, P.E., P.P., C.M.E.

RE: Proposal for Professional Survey and Conceptual Design
Union County Motor Vehicle Site Conceptual Design Analysis
61-99 West Grand Street
Block 6, Lot 1589
City of Elizabeth, Union County, New Jersey

Neglia Engineering Associates (NEA) has received a request to provide Professional Surveying and Engineering Services for the above referenced project.

This agreement, when approved by the Union County Improvement Authority, will be completed as follows:

1. On a **lump sum basis** for a cost of **Seven Thousand Nine Hundred Thirty Dollars and Zero Cents (\$7,930.00)** for Phase I – Boundary and Topographic Survey Services.
2. On a **lump sum basis** for a cost of **Ten Thousand Eight Hundred Twenty Dollars and Zero Cents (\$10,820.00)** for Phase II – Site Inspection, Data Review, Constraints Evaluation, and Conceptual Site Plan Services representing Engineering Services.
3. On a **time and material basis** in accordance with our attached schedule of fees for an anticipated cost of **One Thousand Dollars and Zero Cents (\$1,000.00)** for Phase III representing reimbursable expenses.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign, date this agreement, and return to our office to serve as our notice to proceed or provide a resolution of approval, accepting the terms of this proposal.

I. BACKGROUND

Neglia Engineering Associates understands that the Union County Improvement Authority (UCIA) has been given the task to evaluate the existing Union County Motor Vehicle site located at 61-99 West Grand Street for use for future Union County facilities consisting of office buildings and associated parking. It is our understanding that the UCIA would like the site to be evaluated for existing constraints related to property ownership, easements and the like, as well as to evaluate site constraints related to zoning regulations.



II. SCOPE OF SERVICES

PHASE I – Surveying Services

A. Boundary Survey

We will prepare an on-ground boundary survey of the subject site known as 61-99 West Grand Street, Block 1589 Lot 6 in the City of Elizabeth, Union County, New Jersey. This survey will include the relevant information of the boundary lines along with any easements and any other researched or supplied information pertaining to the boundary.

This survey will show any accessible aboveground physical features (buildings, walls, curbs, fences, utility structures, paved areas, striping, etc.) within the subject parcel as well as an overlap of approximately five feet into adjoining properties where visible and accessible.

We will require a current title search to complete this task, along with current deeds for the adjoining properties. Any relevant information included in the title documents will be shown on the survey. The physical locations of any aboveground structures will also be shown in relationship to the boundary lines. In the event a sufficient number of corner markers are not found on the subject and adjoining properties or, if corner markers found are in disagreement with the record documents, additional research and field reconnaissance may be necessary. In this event, we will discuss any additional costs involved prior to proceeding with the project.

If the required title documents are not supplied, we will obtain them on your behalf and invoice you at cost. We have included an estimated reimbursable cost for document research and reproduction.

New Jersey law requires the staking of corner markers. However, the law states that the ultimate user of the property may sign a waiver authorizing us not to set them. If not waived, we will invoice you at a “per corner” cost. The fee for corner markers (if requested) will be in addition to the “lump sum” fee for this survey and will vary depending upon the number of corners recovered during our initial survey work. We estimate this parcel has four corners.

B. Topographic Survey

We will prepare an on-ground topographic survey within the subject site, plus an overlap of approximately five feet where visible and accessible. This survey will include one-foot contours and spot elevations as needed to define high points, low points, etc. Topographic information will extend to the opposite right-of-way line of both West Grand Street and Cherry Street along the subject property frontage.

C. Utility Information

Any accessible aboveground utilities including manholes, catch basins, inlets and/or valve locations will be shown within the limits described above. Underground storm and sanitary



pipe sizes, material and invert data will be field measured where accessible. Underground utilities such as gas, water, electric, etc. will be shown as digitized from existing plans, if available, or from any painted mark-out present during the survey. This scope excludes both utility designation (tone-out) and the cleaning/pumping of underground structures, if required.

D. General Information

Neglia shall prepare this survey in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1). Horizontal datum will be based on New Jersey Plane Coordinate System North American Datum (NAD) 1983. Elevations will be based on North American Vertical Datum (NAVD) 1988.

PHASE II - Site Inspection, Data Review, Constraints Evaluation, and Conceptual Site Plan Services

A. Site Inspection / Review Services

Neglia Engineering Associates will review the background data, mapping, concept plans, and program requirements provided by the construction management firm to understand the existing conditions more thoroughly such that we can help define where landscape and hardscape enhancements are warranted and desirable. We anticipate visiting the site with the design team to observe and document opportunities and constraints. We will focus on the site context, parking lots, site circulation, exterior spaces, views and vistas, grading and drainage patterns, hardscape materials, and site lighting.

B. Zoning Analysis

Neglia Engineering Associates will review zoning requirements for the purposes of evaluating development feasibility and identifying constraints to development, including review of the City Master Plan and City Zoning Ordinance. We will review the conceptual site plan prelayout provided by you relative to the applicable design standards including permitted uses, zoning bulk requirements, parking, site access and circulation, landscaping and buffering, and site lighting.

C. Natural Resources – NJDEP Land Use Division Permitting Review

Neglia Engineering Associates will access the environmental constraints identified on the property and provide a permitting assessment for the proposed project. We will complete a review various mapping resources, including the United States Geological Survey Map, New Jersey Department of Environmental Protection (NJDEP) Freshwater Wetlands Map, the Soil Survey Map, and the NJDEP Landscape Project Maps to identify potential land use permitting issues and areas of concern.

As part of this task, we will prepare formal maps for inclusion in a summary memorandum, which will include specific recommendations on obtaining additional jurisdictional



determinations and/or verifications, as necessary; and provide a regulatory strategy towards advancing the project through the applicable NJDEP Land Use Division regulatory process.

D. Constraints Plan

We will create a constraints plan, delineating and labeling areas of the site where development will be restricted. These areas will include, but are not limited to zoning setbacks, available wetlands and associated transition areas, and floodplains, if applicable per review of mapping listed above.

NJDEP Freshwater Wetlands Delineation Services are not included as part of the scope and budget at this time. Information presented related to floodplains and wetlands will be very preliminary in nature. The wetland delineation are necessary to accurately determine these constraints.

E. Preliminary Stormwater Management Evaluation

Our office will perform a schematic review of stormwater management issues, including the increase in proposed impervious coverage on-site and the applicability of the local, county, and NJDEP stormwater management requirements. This evaluation will address the possible need for detention, groundwater recharge, and water quality provisions and identify opportunities to include non-structural stormwater management elements into the design.

Recommendations will be provided to suggest adjustments (if needed) to the site layout plan to accommodate the stormwater facilities and evaluate feasible underground stormwater management options. We will also provide recommendations regarding the number and location of test pits to be performed in order to determine seasonal high water table elevations and soil permeability (if required).

F. Preliminary Access Evaluation

We will review the concept plan with respect to the site access, driveway configuration, parking layout, and internal circulation. We will qualitatively evaluate whether the site access points and surrounding roadway network are adequate to accommodate the site's traffic demands, and make recommendations of any proposed modifications or improvements.

G. Concept Plan Preparation Services

Neglia Engineering Associates will create two (2) conceptual site layouts based on the site constraints plan and site development intentions determined by the design team upon consideration of the information gathered. The concept plan will include layout of proposed improvements. We will identify any waivers or variances required for the proposed development based upon the layout and through a review of available zoning ordinance documents. We anticipate that the conceptual plan will address new building entrances, amenities, service areas, and related site improvements, including parking, roadways, hardscape, and stormwater management facilities.



subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, structural slabs, foundations, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above. All meeting time is portal to portal.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, material testing, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service, etc. We have provided an estimated budget for reimbursable expenses for this project as illustrated on page one of this proposal. Should Neglia Engineering Associates not require this budget for reimbursable expenses, we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if request. All filing, review, processing, application, regulatory, etc. fees will be provided by your office.



If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE:

Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE:

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK:

The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

ARTICLE VIII - REUSE OF DOCUMENTS:

All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other



Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW:

Any element of this Agreement letter held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS:

Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION:

All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00



(exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS





**NEGLIA ENGINEERING ASSOCIATES
2019 MUNICIPAL
HOURLY BILLING RATES**

PRINCIPAL	\$185.00
SENIOR ENGINEER / SENIOR MANAGER	\$175.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$165.00
DESIGN ENGINEER	\$130.00
ENGINEERING ASSISTANT	\$ 99.00
PROFESSIONAL PLANNER	\$165.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$145.00
LANDSCAPE DESIGN	\$110.00
COMPUTER AIDED DESIGNER	\$105.00
CONSTRUCTION MANAGER	\$135.00
CONSTRUCTION PROJECT COORDINATOR	\$ 95.00
TECHNICAL OBSERVER	\$110.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$155.00
SURVEY ANALYST	\$130.00
3 MAN SURVEY CREW	\$200.00
2 MAN SURVEY CREW	\$165.00
1 MAN SURVEY CREW (GPS)	\$150.00
CERTIFIED WETLAND DELINEATOR	\$155.00
LICENSED COLLECTION SYSTEM OPERATOR	\$135.00

REIMBURSABLE EXPENSES

PAPER PRINTS (All Sizes)	\$ 2.00/sheet
MYLARS	\$15.00/sheet
COLOR PRINTS	\$53.00/sheet
PHOTOCOPIES (Black & White)	\$.15/page
PHOTOCOPIES (Color)	\$.25/page
MILEAGE	\$.55/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

1. Expert testimony for deposition or trial is billed at 1½ standard billing rate.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
3. After hour and Holiday Call Outs
 - a. 7:00pm to 5:00am – 1.5 times the hourly rate and a 4 hour minimum
 - b. Holidays – 2 times the hourly rate and a 4 hour minimum

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (this "Contract") is entered into as of the _____ day of April 2019 ("Effective Date"), by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, having offices at 1499 Routes 1 and 9, Rahway, New Jersey 07065 (the "Authority"), and **NEGLIA ENGINEERING ASSOCIATES**, 1119 Raritan Road, Suite 2, Clark, New Jersey 07066 (the "Contractor"). The Authority and Contractor may individually be referred to herein as a "Party," and collectively as, the "Parties."

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Authorization.** By Resolution dated _____, 2019, the Authority authorized the execution of this Contract with the Contractor.

2. **General Scope of Service.** Contractor shall provide professional surveying and other engineering services relative to the space study analysis currently being conducted by the Authority to determine the appropriate future utilization and location of structures under Union County's purview (the "Services"), and as more fully set forth in Agreement for Professional Services (hereinafter, the "Scope of Services"), attached hereto as Exhibit A.

3. **Compensation.** Contractor shall be compensated for the timely and complete performance of its obligations under this Contract in an amount not to exceed \$19,750.

4. **Indemnification.** Contractor shall defend, save and hold harmless the Authority, its members, officers, agents and employees, against all claims, costs, demands, attorneys' fees, losses or damage, to persons or property, that may arise as a result of any claim or action, in connection with Contractor's performance of its obligations under this Contract.

5. **No Assignment.** The Authority has awarded this Contract to Contractor due to the expertise of Contractor in its field, and due to the unique and specialized services to be performed. Accordingly, this Contract may not be assigned by Contractor without the Authority's prior written consent.

6. **Term.** The term of this Contract shall be for a period of one (1) year as provided for under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq (the "Term"). This Contract shall commence on the Effective Date and shall terminate one year thereafter.

7. **Licenses and Registrations.** In the event any Services to be performed under this Contract require any particular license or registration to perform the Services described, Contractor shall at all times during the Term of this Contract maintain and keep current and valid all such licenses and registrations. Failure to do so shall give the Authority the right to terminate this Contract upon three (3) business days advance written notice. If requested, Contractor shall furnish any requested license or registration within two (2) business days.

8. **Default.** Notwithstanding anything contained herein or in any general conditions, in the event of the default of the Contractor to provide the Services, the Authority may terminate the Contract without penalty on thirty (30) days written notice to Contractor.

9. **Termination.** It is understood and agreed to by the Contractor that the Authority may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within thirty (30) days prior to the effective cancellation date.

10. **Insurance.** Contractor shall secure and maintain at all times during the Term of this Contract all of the insurance coverages required by the Authority and certifies that it has proper insurance.

11. **Non-Discrimination.** Contractor shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, religion, sex, marital status, age, ancestry or affectional or sexual orientation.

12. **Affirmative Action.** Contractor shall conform to the State of New Jersey Affirmative Action requirements, which is marked as Exhibit B and is attached hereto and made a part hereof.

13. **Notices.** All notices required or permitted to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

CONTRACTOR: Neglia Engineering Associates
1119 Raritan Road, Suite 2
Clark, New Jersey 07066
Attn: David R. Atkinson, P.E., P.P., C.M.E.

AUTHORITY: Union County Improvement Authority
1499 Routes 1 and 9
Rahway, New Jersey 07065
Attention: Daniel P. Sullivan, Executive Director

David L. Minchello, General Counsel
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

14. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the conflicts of laws or choice of laws provisions thereof.

15. **Severability.** If any provisions of this Contract shall be held invalid, its invalidity shall not affect any other provisions of this Contract that can be given effect without the invalid provisions, and for this purpose the provisions of this Contract are deemed to be severable.

16. **No Waiver.** No delay or failure by the Authority to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto. This Contract shall not be altered, amended, supplemented or terminated except by an agreement in writing, signed by both Parties hereto.

18. **Representations of Contractor.** Contractor hereby represents that Contractor is properly licensed to provide the Services and has all requisite authority and ability to provide the Services under this Contract. Contractor has taken all necessary action to approve this Contract and authorize the provisions of the Services hereunder.

19. **Records Retention.** Contractor shall maintain all documentation related to the Services under this Contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS WHEREOF, the Parties have, through the appropriate officials thereof, executed and affixed the appropriate seal(s) on this day of , 2019.

ATTEST:

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Daniel P. Sullivan, Executive Director

ATTEST:

NEGLIA ENGINEERING ASSOCIATES

By: _____

By: _____
David R. Atkinson, P.E., P.P., C.M.E.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the contractor agrees as follows:

- a. 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 non-discrimination clause;
- b. 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;
- c. 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 Public 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;
- d. 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.

- e. 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.
- f. 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;
- g. 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;
- h. 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:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (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 subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.