

Resolution of the City of Jersey City, N.J.

File No. Res. 20-038
Agenda No. 10.33
Approved: Jan 08 2020



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FRENCH AND PARRELLO ASSOCIATES TO PREPARE PLANS AND SPECIFICATIONS FOR THE CENTRAL AVENUE STREETScape AND ROADWAY IMPROVEMENTS, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL offered and moved adoption of the following resolution:

COUNCIL AS A WHOLE
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City (City) applied for and received a FY 2018 Municipal Aid Program grant to complete Central Avenue roadway improvements from the New Jersey Department of Transportation (NJDOT); and

WHEREAS, the total grant amount received for the project's construction is \$ 2,370,990.00; and

WHEREAS, a professional service consulting firm is needed to prepare a survey, construction plans, specifications and perform project administration during the project; and

WHEREAS, the Director of Engineering has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 etseq. (Pay to Play Law); and

WHEREAS, French and Parrello Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, French and Parrello Associates has completed and submitted a Business Entity Disclosure Certification which certified that French and Parrello Associates has not made any reportable contributions to the political or candidate committees listed in the Business entity Disclosure Certification in the previous one year and that the contract will prohibit French and Parrello Associates from making any reportable contributions during the term of the contract; and

WHEREAS, French and Parrello Associates submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, French and Parrello Associates has intimate knowledge of the surrounding area due to their involvement with Hudson County's extension of Central Avenue; and

WHEREAS, French and Parrello Associates submitted the attached proposal dated December 3, 2019 in the amount of Three Hundred Sixty Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$368,340.00); and

WHEREAS, funding in the amount of Three Hundred Sixty Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$368,340.00) is available for this expenditure from:

Account # 04-215-55-151-990 Requisition #----- 0191284 P.O. # 136130 Amount \$ 368,340.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with French and Parrello Associates, to provide professional services for a total contract

Resolution authorizing the award of a Professional Services Contract to French and Parrello Associates to prepare plans and specifications for the Central Avenue Streetscape and Roadway Improvements, for the Department of Administration, Division of Engineering, Traffic and Transportation

amount not to exceed Three Hundred Sixty Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$368,340.00);

2. The term of the contract shall be twelve (12) months effective upon the execution of the Contract by City Officials;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 etseq.;
4. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
6. The award of this contract shall be subject to the condition that French and Parrello Associates provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.

Resolution authorizing the award of a Professional Services Contract to French and Parrello Associates to prepare plans and specifications for the Central Avenue Streetscape and Roadway Improvements, for the Department of Administration, Division of Engineering, Traffic and Transportation

I, Lubna Muneer, as Chief Financial Officer, hereby certify that funds in the amount of \$368,340 are available; PO # 1360130.

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – Jan 08													9-0	
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent
RIDLEY	✓				YUN	✓				LAVARRO	✓			
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓			
BOGGIANO	✓				ROBINSON	✓				WATTERMAN, PRES	✓			

N.V. –
(Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

Resolution authorizing the award of a Professional Services Contract to French and Parrello Associates to prepare plans and specifications for the Central Avenue Streetscape and Roadway Improvements, for the Department of Administration, Division of Engineering, Traffic and Transportation

RESOLUTION FACT SHEET -

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Project Manager

Paul Russo, City Engineer	201-547-4411	prusso@jcnj.org
Division	Division of Engineering, Traffic, and Transportation	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Purpose

The purpose of this resolution is to award a Professional Services Contract to French and Parrello Associates to design and prepare a signed and sealed construction drawing set for the rehabilitation of the Central Avenue Streetscape and Roadway Improvements.

Cost (Identify all sources and amounts)

\$ 368,340.00

Contract term (include all)

12 months

Type of award:

Direct and Open

ATTACHMENTS:

- [20191205 PS FPA Central Ave Resolution Backup](#)
- [1814.009 - Letter Proposal \(Option #2\) - Revision #2](#)
- [20191205 PS FPA Central Ave Agreement FINAL](#)
- [FPA BRC](#)
- [Determination of Value Certification](#)
- [20191120 FPA Signed Forms](#)

Approved by	Status:
Paul Russo, City Engineer	Approved - Dec 11 2019
Gregory Corrado, Asst. Business Administrator	Approved - Dec 11 2019
John McKinney, Attorney	None
Peter Baker, Corporation Counsel	None
Amy Forman, Attorney	None
Nick Strasser, Attorney	None
Norma Garcia, Attorney	None
Ray Reddington, Attorney	None
Jeremy Jacobsen, Attorney	Approved - Dec 11 2019
Sapana Shah, Attorney	None
Jeana Abuan	Approved - Dec 12 2019
Raquel Tosado, Assistant Purchasing Agent	None
Patricia Vega, Assistant Purchasing Agent	None
Peter Folgado, Purchasing Agent	None
Patrice Lambert, Purchasing	Approved - Dec 13 2019
Lubna Muneer, CFO	Approved - Dec 13 2019
Brian Platt, Business Administrator	Approved - Dec 20 2019



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



STEVEN M. FULOP
MAYOR OF JERSEY CITY

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470

BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: December 5, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Paul T. Russo, Director of Engineering, Traffic and Transportation
SUBJECT: **Central Avenue Streetscape and Roadway Improvements**
City of Jersey City
Project No. 18-017-E
Resolution to Award Professional Services Agreement with French and Parrello

The purpose of this resolution is to award a Professional Services Contract to French and Parrello Associates to design and prepare a signed and sealed construction drawing set for the rehabilitation of the Central Avenue Streetscape and Roadway Improvements. The deliverables will be used for public bidding of a construction contract that is supplemented by a NJDOT Municipal Aid grant in the amount of \$2,370,990.00.

Following are the sources of funding for this project:

- | | |
|---|--------------|
| 1. Account No. <u>04-215-55-151-990</u> | \$368,340.00 |
|---|--------------|

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to French and Parrello in the amount of Three Hundred Sixty Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$368,340.00) for the subject project.



Paul T. Russo, P.E.
Director of Engineering, Traffic and Transportation

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FRENCH AND PARRELLO ASSOCIATES TO PREPARE PLANS AND SPECIFICATIONS FOR THE CENTRAL AVENUE STREETScape AND ROADWAY IMPROVEMENTS, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Paul T. Russo	Director of Engineering, Traffic and Transportation
Phone/email	201-547-4411	prusso@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to award a Professional Services Contract to French and Parrello Associates to design and prepare a signed and sealed construction drawing set for the rehabilitation of the Central Avenue Streetscape and Roadway Improvements. The deliverables will be used for public bidding of a construction contract that is supplemented by a NJDOT Municipal Aid grant in the amount of \$2,370,990.00.

Cost (Identify all sources and amounts)

04-215-55-151-990: \$368,340.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

12/5/19
Date

Signature of Department Director

Date

Requisition #
0191284

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
FRENCH & PARRELLO ASSOCIATES
1800 ROUTE 34 SUITE 101
WALL NJ 07719

Dept. Bill To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

FR215655

Contact Info
Drew Banghart, Supv. Eng.
2015475541

Quantity	UOM	Description	Account	Unit Price	Total
1.00	R	CENTRAL AVE STRSCAPE	04-215-55-151-990	368,340.00	368,340.00

FOR ENCUMBRANCY PURPOSE FOR THE AWARD OF A PROFESSIONAL ENGINEERING DESIGN FIRM TO PREPARE BID DOCUMENTS FOR THE CENTRAL AVENUE STREETScape AND ROADWAY IMPROVEMENT PROJECT FOR THE CITY OF JERSEY CITY.

PROPOSAL DATE: OCTOBER 11, 2019
PROPOSAL FEE: \$368,340.00

AMOUNT OF THIS REQUISITION: \$368,340.00

FUNDING SOURCE: CIVIL ENGINEERING & PROF. SVCS

Requisition Total 368,340.00

Req. Date: 12/06/2019
Requested By: 
Buyer Id:

Approved By: 

This Is Not A Purchase Order



One Newark Center, 1085 Raymond Boulevard, Suite 601, Newark, NJ 07102

Newark Office

Regional Offices

Corporate - Wall, New Jersey
King of Prussia, Pennsylvania
Bethlehem, Pennsylvania
Hackettstown, New Jersey
Camden, New Jersey
New York, New York
Atlanta, Georgia

October 11, 2019

Revised November 25, 2019

Revised December 3, 2019

Mr. Paul Russo

Director of Engineering

CITY OF JERSEY CITY

DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

13-15 Linden Avenue East

Jersey City NJ 07305

Re: Proposal for Engineering Design Services

**CENTRAL AVENUE STREETScape &
ROADWAY IMPROVEMENTS**

FPA Project No. 1814.009

Dear Mr. Russo:

French & Parrello Associates (FPA) thanks you for the opportunity to submit our proposal to provide engineering design services for the Central Avenue Streetscape & Roadway Improvement Project in the City of Jersey City. This proposal includes the work necessary to provide the City with the bid documents to facilitate the construction of the improvements proposed as part of the above referenced project.

PROJECT UNDERSTANDING

The limits of this project include Central Avenue from Manhattan Avenue to Paterson Plank Road. Central Avenue is classified as an Urban Minor Arterial roadway based upon the New Jersey Department of Transportation's (NJDOT's) 2010 Functional Classification map for Hudson County dated April 30, 2017. The roadway serves a variety of business and residential uses, with the area from Manhattan Avenue to North Street being considered the Central Avenue Business District. Based upon an NJDOT Traffic Volume Report, Central Avenue has an Average Annual Daily Traffic (AADT) volume of 8,501 vehicles. This includes traffic from several NJ Transit bus lines as well.

The City of Jersey City has received funding for the Central Avenue Streetscape & Roadway Improvement Project through the New Jersey Department of Transportation's (NJDOT's) 2018 Municipal Aid Grant Program. The intent of the project is to mill and overlay the existing roadway and improve the aesthetics throughout the area via the installation of a variety of streetscape improvements. This shall include the improvement of sidewalk conditions to create a fully ADA



compliant pedestrian access route throughout the corridor, including curb ramp reconstruction at all corners and the full replacement of curb and sidewalk. Additional streetscape improvements will include the installation/replacement of tree pits, trees, benches and trash receptacles if and where directed by the City. The project will also include the upgrading of inlet grates and curb pieces throughout the project limits as needed.

Our office understands that it is the intent of the City to expedite this project to the maximum extent feasible. The anticipated schedule for the design of this project would include FPA providing a PS&E package for the review and approval of the NJDOT Local Aid office by the end of January 2020 with an anticipated bid advertisement to occur in February of 2020.

SCOPE OF WORK

Base Mapping

FPA will prepare a topographic survey of the project area. The topographic survey will capture roadway and site features required for our engineering team to complete an accurate assessment of the existing conditions and provide an engineering design of the proposed improvements throughout the project limits.

Mapping will extend from building face to building face along Central Avenue and extend approximately 25 ft up each side street throughout the survey limits. Cross-sections of the roadway will be taken along Central Avenue at 50-foot intervals. Our survey team will provide additional spot shots throughout the sidewalk areas in order to facilitate the required grading plans to be prepared in the design phase of the project. The survey will locate all existing above-ground physical features, including but not limited to, centerline of roadway, top and bottom of curb, edge of pavement, sidewalk, utility poles, light poles and other above-ground utility features, inlet locations, tree pits, etc. FPA will establish existing right-of-way, easements and property information within the project limits from current municipal Tax Maps.

Please note that we will not collect any information pertaining to the underground facilities which may exist within the project limits, including, but not limited to, sanitary and storm sewer systems, cable/telecommunication/electrical/gas facilities, traffic signal facilities, etc.

Preliminary Design Plans & Estimate

FPA will utilize the base maps to prepare preliminary plans for the improvements desired by the City. All plans will be prepared on 24" x 36" sheets at a scale of 1" = 30' unless otherwise required. We anticipate that the preliminary plans will include, but not be limited to, the following sheets:

1. Key Sheet (1 sheet)
2. Estimate & Distribution of Quantities (1 sheet)
3. Construction Plans (5 sheets)
4. Soil Erosion & Sediment Control Plans (4 sheets)
5. Curb Ramp Layout Details (19 sheets)
6. Grading Plans (4 sheets)



7. Traffic Signing and Striping Plans (4 sheets)
8. Construction Details (3 sheets)

FPA will prepare all plans with references to the most recent NJDOT Standard Details and Specifications. We will include project specific details and/or details specific to Jersey City within the plans to supersede the NJDOT details where necessary. Details for all curb ramps shall be per the NJDOT Standard Details with project specific curb ramp details to be prepared on an as-needed basis. FPA will also prepare a preliminary cost estimate for the project at this time.

Upon completion of the preparation of the design plans and reports, FPA will submit these documents to the City for review. We anticipate attending a review meeting with the City to discuss any comments that your office may have on these plans.

Permitting Services

We anticipate that the following permits will be required in order to facilitate the construction of this project:

1. Soil Erosion & Sediment Control Certification

FPA will complete the necessary permit application, plans and reports required to obtain the above referenced permit. We will pay the required permit fee and include the permit fee in our subsequent invoice to the City for reimbursement.

Final Design

FPA will incorporate the design comments received from the City at our review meeting, as well as any comments received from the Hudson Essex Passaic Soil Conservation District, into the final design plans for the project. We will request the City's latest "boiler plate" document for use in the preparation of the specifications for the project. We will utilize the NJDOT's 2019 Standard Specifications as the baseline of the technical specifications for the project and incorporate any additional supplemental specifications as necessary. We will also prepare a final engineer's estimate and any necessary certifications required for the project.

FPA will submit the plans, specifications and engineer's estimate to the NJDOT District 2 Local Aid office for their review and approval. If any comments are received from the District 2 Local Aid office, we shall incorporate them into the final bid plans and specifications for the project.

Bid Support Services

FPA will provide the following bid support services:

1. Attendance at a pre-bid conference (if required).
2. Issuance of any required clarifications, addendums, and/or revisions to the bid documents as required. FPA will address all questions and clarifications from bidders within 48 hours of receipt of the inquiries.
3. Attendance at the project bid opening.



4. Completion of an analysis and summary of the bids received along with a recommendation of award resulting from the analysis.

Construction Management/Inspection Services

Upon award of the project to the responsive low bidder, FPA will provide construction management & inspections services throughout the duration of the construction of the project. We anticipate that the construction of this project will have approximately a 6 month duration. During this time, FPA will provide the following services:

1. Organization and attendance of a preconstruction meeting between the City, the contractor and any other necessary stakeholders.
2. The review of shop drawings and submittals to ensure compliance of the construction materials with the contract documents.
3. The issuance of a Notice to Proceed to the contractor.
4. Daily inspection of the contractor's performance of the work required by the contract documents. Our Resident Engineer for this project will document the progress of work, including all field measurements taken to ensure compliance of the work with the contract documents and the quantities of each bid item installed each day to facilitate an efficient review of the contractor's payment applications.
5. Maintenance of a log of all field inspection reports prepared by the Resident Engineer. This log will be provided to the City upon the completion of the project, or as requested throughout the construction duration.
6. The review of applications for payment submitted by the contractor. Once the contractor's payment application has been found to be acceptable, we will provide the City with a recommendation of payment for each application.
7. The preparation of any change orders which may be necessary throughout the construction duration, including a final change order to rectify the as-built item quantities for the project with the estimated item quantities utilized for the bidding process.
8. Performance of pavement cores and completion of HMA testing and analysis to be reported on NJDOT Form DS-8 or Form DS-8S as appropriate.

EXCLUSIONS AND LIMITATIONS

The following items are specifically excluded from this proposal:

1. Any surveying services, including a project as-built survey, not specifically outlined herein.
2. All work is anticipated to be performed within the existing right-of-way; therefore, the preparation of General Property Parcel Maps and Individual Parcel Maps is excluded from this proposal.
3. The design of any new or upgraded traffic signals throughout the project limits.
4. Any work associated with obtaining any additional required permits aside from those outlined herein.
5. Any soil sampling and analysis or geotechnical investigations.



- 6. Any environmental studies or LSRP services.
- 7. Any material testing services not outlined herein.

If requested, FPA will prepare separate scopes of work and fee proposals for any additional work which may be deemed necessary by the City in order to best serve the goals of the project.

FEE ARRANGEMENT

The following is the proposed fee arrangement for the scope of work associated with the project:

Topographic Survey & Base Mapping.....	\$45,480.00
Preliminary Design Plans & Estimate.....	\$129,805.00
Permitting Services	\$3,210.00
Final Design	\$41,735.00
Bid Support Services	\$7,110.00
Construction Management/Inspection	\$139,000.00
Reimbursable Expenses	\$2,000.00
Total Fee.....	\$368,340.00

FPA agrees to utilize the hourly rates listed in our 2016 Schedule of Fees contained in Proposal for General Engineering Services in response to RFQ 1607-003. Any additional services which are requested and approved will be provided at these hourly rates as well.

Reimbursables such as express mail, mileage, tolls, printing/plotting costs, etc. shall be billed at cost and are included in the fee arrangement above.

CLOSING

FPA is prepared to begin work on this project immediately upon receipt of executed contract documents from the City of Jersey City.

We thank you for the opportunity to submit this proposal and look forward to working with your office on this project. Should you have any questions regarding this proposal, please feel free to contact me at 732-312-9832 or William.Masol@FPAEngineers.com.

Respectfully submitted,

FRENCH & PARRELLO ASSOCIATES

William Masol, PE, CME, CFM
Project Manager

Cc: Amine Zaouia, Assistant Engineer
Michael Drobny, FPA

A G R E E M E N T

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (“CITY”) and French and Parrello Associates, One Newark Centre, 1085 Raymond Boulevard, Newark, NJ 07102, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City) applied for and received a FY 2018 Municipal Aid Program grant to complete Central Avenue roadway improvements from the New Jersey Department of Transportation (NJDOT); and

WHEREAS, the total grant amount received for the project’s construction is \$ 2,370,990.00; and

WHEREAS, a professional service consulting firm is needed to prepare a survey, construction plans, specifications and perform project administration during the project; and

WHEREAS, French and Parrello Associates has intimate knowledge of the surrounding area due to their involvement with Hudson County’s extension of Central Avenue; and

WHEREAS, French and Parrello Associates submitted the attached proposal dated December 3, 2019 in the amount of Three Hundred Sixty Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$368,340.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with Professional Services for the Central Avenue Streetscape and Roadway Improvements project, Project No. 18-017-E.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated December 3, 2019 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are

reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated December 3, 2019 in the amount of Three Hundred Sixty Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$368,340.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Commercial General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory

limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 18-017-E.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution should be kept in force until at least one (1) year after completion of this Agreement.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Indemnity

1. CONSULTANT shall indemnify and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

ARTICLE VIII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE IX

Suspension or Termination

1. **Termination:** CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. **Suspension:** CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE X

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE XI

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XII

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT 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. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- B. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- C. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XIII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIV

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XV

Entire Agreement

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XVI

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The CONSULTANT shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the CONSULTANT.

Before final payment on the contract is made by the contracting agency, the CONSULTANT shall submit an accurate list and the proof of business registration of

each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONSULTANT and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVII

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals

make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

French and Parrello Associates

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

12/5/2019

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: FRENCH & PARRELLO ASSOCIATES P A	TRADE NAME: FRENCH AND PARRELLO ASSOCIATES P A	
ADDRESS: 1800 ROUTE 34 STE 101 WALL NJ 07719	SEQUENCE NUMBER: 0102641	
EFFECTIVE DATE: 04/01/74	ISSUANCE DATE: 11/02/05	<i>J.P. Tully</i> Director
FORM BRC(02-04)		

Certification 7359

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2019** to **15-APR-2022**

FRENCH & PARRELLO ASSOCIATES, P.A.
1800 ROUTE #34, SUITE #101
WALL NJ 07719



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
 State Treasurer



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

DETERMINATION OF VALUE CERTIFICATION

Paul Russo, of full age, hereby certifies as follows:

1. I am the City of Jersey City's Director of the Division of Engineering, Traffic & Transportation.
2. The City requires the services of a professional engineering consultant for the survey and design of the Central Avenue Streetscape and Roadway Improvements project.
3. Contracts for professional engineering services are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. I recommend that the City award a contract for professional engineering services to French and Parrello Associates.
5. The term of the contract is one year effective as of the date of execution of the contract by City officials.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/11/19



 Paul Russo, P.E.
 Acting Director
 Division of Engineering, Traffic & Transportation
 Department of Administration

(REVISED 4/13)

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 (Continuation)

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.

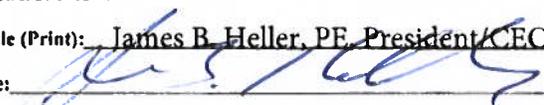
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James B. Heller, PE, President/CEO

Representative's Signature: 

Name of Company: French & Parrello Associates, PA

Tel. No.: 732-312-9800 Date: 11/20/19

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): James B. Heller PE, President/CEO
Representative's Signature: 
Name of Company: French & Parrello Associates, PA
Tel. No.: 732-312-9800 Date: 11/20/19

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: FRENCH & PARRELLO ASSOCIATES P A	TRADE NAME: FRENCH AND PARRELLO ASSOCIATES P A	
ADDRESS: 1800 ROUTE 34 STE 101 WALL NJ 07719	SEQUENCE NUMBER: 0102641	
EFFECTIVE DATE: 04/01/74	ISSUANCE DATE: 11/02/05	<i>J.P. Tully</i> Director
FORM BPC(02-04)		

Certification 7359

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2019** to **15-APR-2022**

FRENCH & PARRELLO ASSOCIATES, P.A.
1800 ROUTE #34, SUITE #101
WALL NJ 07719



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
 State Treasurer

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : French & Parrello Associates, PA
Address : 1800 Route 34, Suite 101, Wall, NJ 07719
Telephone No. : 732-312-9800
Contact Name : James B. Heller, PE, President/CEO

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: French & Parrello Associates, PA
Address: 1800 Route 34, Suite 101, Wall, NJ 07719
Telephone No. : 732-312-9800
Contact Name: James B. Heller, PE, President/CEO

Please check applicable category:

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of 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 (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
James B. Heller, PE	24 Buena Vista Avenue, Fair Haven, NJ 07704
Steven A. Tardy, PE	1 Alton Way, Scotch Plains, NJ 07076
Matthew S. Gizzi, PE	6 Wraight Court, Hillsborough, NJ 08844

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: French & Parrello Associates, PA

Signature of Affiant: [Signature] Title: President/CEO

Printed Name of Affiant: James B. Heller, PE Date: 11/20/2019

Subscribed and sworn before me this 20 day of November, 2019

My Commission expires [Signature]

ANDREIA CHANKALIAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 8, 2023

[Signature]
(Witnessed or attested by)
Brian R. Decina, PE - Sr. Vice President/Secretary
(Seal)

Contributor Name	Recipient Name	Date	Dollar Amount
French & Parrello Associates, PA	Affiliated Republican Club	5/23/2019	\$450.00
French & Parrello Associates, PA	Better Schools for Carteret	8/30/2019	\$2,500.00
French & Parrello Associates, PA	District 36 Democratic Club	7/5/2019	\$625.00
French & Parrello Associates, PA	Freedom PAC	3/5/2019	\$1,000.00
French & Parrello Associates, PA	Freedom PAC	3/19/2019	\$1,800.00
French & Parrello Associates, PA	Freedom PAC	7/18/2019	\$1,000.00
French & Parrello Associates, PA	General Majority PAC	3/22/2019	\$5,000.00
French & Parrello Associates, PA	General Majority PAC	6/4/2019	\$5,000.00
French & Parrello Associates, PA	General Majority PAC	10/4/2019	\$5,000.00
French & Parrello Associates, PA	Lincoln Day Committee PAC	1/18/2019	\$800.00
French & Parrello Associates, PA	Monmouth Legends Committee PAC	6/24/2019	\$2,000.00
French & Parrello Associates, PA	Promoting Responsible Government	10/7/2019	\$400.00

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

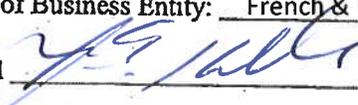
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that French & Parrello Associates, PA (name of business entity) has not made any reportable contributions in the ****one-year period preceding** _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract French & Parrello Associates, PA (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

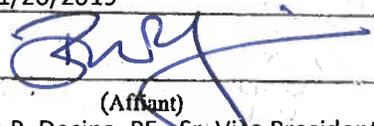
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: French & Parrello Associates, PA

Signed  Title: President/CEO

Print Name James B. Heller, PE Date: 11/20/2019

Subscribed and sworn before me
this _____ day of _____, 2____.
My Commission expires:


(Affiant)
Brian R. Decina, PE - Sr. Vice President/Secretary
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

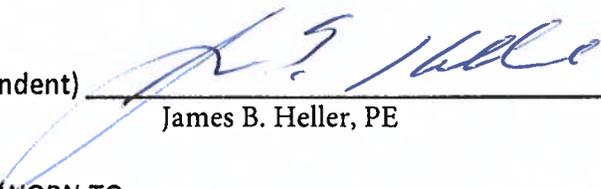
I certify that I am President/CEO

of the firm of French & Parrello Associates, PA

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent)


James B. Heller, PE

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 20th November OF 20 19
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .


ANDREIA CHANKALIAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 8, 2023

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: French & Parrello Associates, PA

Organization Address: 1800 Route 34, Suite 101, Wall, NJ 07719

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
James B. Heller, PE	24 Buena Vista Avenue, Fair Haven, NJ 07704
Steven A. Tardy, PE	1 Alton Way, Scotch Plains, NJ 07076
Matthew S. Gizzi, PE	6 Wraight Court, Hillsborough, NJ 08844

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

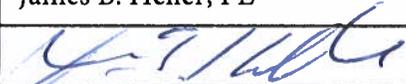
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

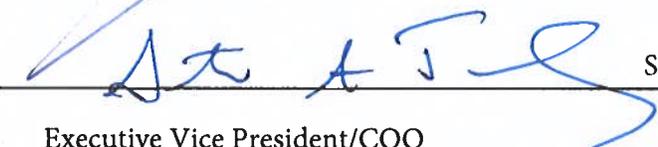
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

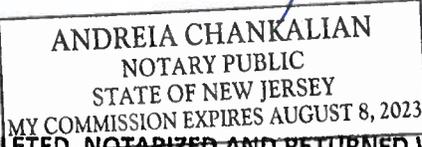
Full Name (Print):	James B. Heller, PE	Title:	President/CEO
Signature:		Date:	11/20/19

SIGNATURE:  Steven A. Tardy, PE
TITLE: Executive Vice President/COO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 20th November OF 20 19

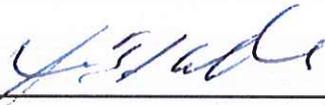
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) 

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20__



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NEW VENDOR INFORMATION FORM

VENDOR NAME: French & Parrello Associates, PA		FEDERAL IDENTIFICATION NO. (FEIN) XXXXXXXXXX		
STREET ADDRESS: 1800 Route 34, Suite 101		CITY/STATE/ZIP: Wall, NJ 07719		
TEL/EXT #: 732-312-9800		FAX #: 732-312-9801		
VENDOR CONTACT/AUTHORIZED REP NAME:				
PRINT NAME: James B. Heller, PE, President/CEO		SIGNATURE: 		
CONTACT #: 732-312-9800		FAX #: 732-312-9801	EMAIL: James.Heller@fpaengineers.com	
PAYMENT/REMITTANCE ADDRESS:				
NAME/ATTN TO: Jaime Peters		STREET ADDRESS: 1800 Route 34, Suite 101		
CITY/STATE/ZIP: Wall, NJ 07719				
TEL #: 732-312-9800	FAX #: 732-312-9801	EMAIL: remittancegroup@fpaengineers.com		
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:			Are you related to any City Employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			Are you employed by the City of Jersey City? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			Form 1099 Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
EEO/AFFIRMATIVE ACTION (Please select and provide the state's certification):				
<input type="checkbox"/> MBE (Minority-Owned) <input type="checkbox"/> LGBTQ <input type="checkbox"/> VBE (Veteran) <input type="checkbox"/> Caucasian/White <input type="checkbox"/> African American/Black <input type="checkbox"/> PWD (Disabled) <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> SBE (Small Business) <input type="checkbox"/> Asian/Pacific Islands <input type="checkbox"/> MWBE (Women-Owned) <input type="checkbox"/> Native American/Indian				
NON-PROFIT? <input type="checkbox"/> Yes (include non-profit certification) <input checked="" type="checkbox"/> No				
PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW				
<input type="checkbox"/> State Contract	<input type="checkbox"/> WSCA/NASPO	<input type="checkbox"/> GSA	<input type="checkbox"/> US Communities	<input type="checkbox"/> NIPA/TCPN
<input type="checkbox"/> NCPA	<input type="checkbox"/> PEPPM	<input type="checkbox"/> TIPS	<input type="checkbox"/> NPP Gov	<input type="checkbox"/> NJPA
<input type="checkbox"/> MRESC/ESCNJ	<input type="checkbox"/> KPN	<input type="checkbox"/> HGAC-Buy	<input type="checkbox"/> Other	Contract #
CITY EMPLOYEE REQUESTING VENDOR NUMBER:				
PRINT NAME:	SIGNATURE:	EXT.		
PURCHASING DIVISION USE ONLY				
VENDOR NO. ISSUED BY:		TITLE:	DATE: / /	
VENDOR NUMBER ASSIGNED:		BRC (Business Registration Certificate) #:		

(THE W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED WITH THIS FORM. TO APPLY FOR A BUSINESS REGISTRATION CERTIFICATE, CALL 609-292-9292 OR GO TO [HTTP://WWW.NJ.GOV/TREASURY/REVENUE/BUSREGCERT.SHTML](http://www.nj.gov/treasury/revenue/busregcert.shtml))

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. French & Parrello Associates, PA		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 1800 Route 34, Suite 101		Requester's name and address (optional)
	6 City, state, and ZIP code Wall, NJ 07719		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>												
or													
Employer identification number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>													

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	James B. Heller, PE President/CEO Date ▶	11/20/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.