

A-184/20  
KC

**THIS AGREEMENT**, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **CZAR ENGINEERING, LLC**, with offices at 5014 Fernwood Avenue, Egg Harbor Township, New Jersey 08234, hereinafter referred to as the "**CONSULTANT**", pursuant to Resolution No. 662 adopted by City Council on December 16, 2020, a copy of which is attached hereto and made a part hereof.

**WITNESSETH**

**WHEREAS**, the City is desirous of securing the services of an Engineering firm for **ENGINEERING SERVICES FOR ROOF REPLACEMENT FOR CITY HALL**; and

**WHEREAS**, the Consultant is ready, willing and able to undertake such service and provide the City with expert advice; and

**WHEREAS**, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE  
SCOPE OF SERVICES**

Consultant shall provide professional engineering services for the **ENGINEERING SERVICES FOR ROOF REPLACEMENT FOR CITY HALL** as more fully set forth in the attached specifications and proposal. In the event there is a conflict between the terms and conditions of this agreement or specifications and the attached proposal, the agreement and specifications made part thereof, shall supersede and control.

**SECTION TWO  
CONTRACT PRICE**

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete compensation and payment for all of the work performed under and in accordance with and pursuant to this Agreement a total sum not to exceed **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**.

**SECTION THREE  
CONTRACT PERIOD**

The contract period shall be one (1) year commencing on January 5, 2021.

**SECTION FOUR  
CONTRACT DOCUMENTS**

The contract documents which comprise the contract between City and Contractor are as follows:

- a. This agreement.
- b. Form of Advertisement, Notice to Contractors, Proposal Form, Specifications and Addenda, approved and adopted by the Council of the CITY and the bid or proposal of the CONTRACTOR received and publicly opened and read at a meeting of the Purchasing Board covering the items set forth in this Agreement, all of which documents are attached hereto and on file in the Office of the City Clerk of the CITY, and are hereby made a part of this Agreement as though each were set forth verbatim herein.
- c. Any work required by one or more of said documents and not by the other shall be performed as if required by both. Any requirements pursuant to this Agreement in conflict with any requirement in the Bid documents shall be governed by this agreement.
- d. Contractor shall be required to comply with City Ordinance No. 44 of 2014 and specifically subsections (a) and (b) of Article 1 establishing a first source employment linkage program to facilitate and encourage private sector employment opportunities for Atlantic City residents.
- e. If there is any conflict between the terms and conditions of the specifications and the vendor's proposal, specifications control.
- f. Specifications and bid documents drafted by the Contractors shall include terms requiring bidders to make every effort to give preference when hiring sub-

contractors, labors or other professionals to local Atlantic City residents and business to the extent allowable by law.

**SECTION FIVE  
PAYMENT METHOD**

Payment to Consultant shall be made upon submission of invoices for payment to the Business Administrator and approval of the same by the Business Administrator.

It is expressly understood and agreed that payment of monies authorized under and by this agreement shall only be monies and funds appropriated by the Council of the City for the purpose of this agreement and paid into the treasury of the City therefore.

**SECTION SIX  
STATUS OF CONSULTANT**

It is expressly understood and agreed by and between the parties hereto that the status of the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

**SECTION SEVEN  
TERMINATION, CANCELLATION, EXPIRATION**

The parties agree that either party can cancel this Agreement upon 30 days written notice. At the termination, cancellation or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement.

**SECTION EIGHT  
CERTIFICATE OF COMPLIANCE**

Consultant represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A"

attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

#### **SECTION NINE ASSIGNMENT**

Consultant cannot assign its rights or obligations under this Agreement without the prior written consent of the CITY.

#### **SECTION TEN CONFLICT OF INTEREST**

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement.

The Consultant further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Consultant or its subcontractors.

#### **SECTION ELEVEN COMPLIANCE**

The Contractor/Consultant, at all times, will observe and comply with all Federal State and Local laws ordinances and regulations in any manner affecting the conduct of the work under this Agreement.

#### **SECTION TWELVE EFFECT OF ILLEGALITY**

If any provision of this agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

#### **SECTION THIRTEEN FULL AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

**SECTION FOURTEEN  
CHOICE OF LAW**

This contract shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City. All actions, whether sounding in contract or tort, relating to the validity, construction, interpretation or enforcement of this Agreement shall be instituted in the courts of New Jersey and in the County of Atlantic and in no other.

**SECTION FIFTEEN  
INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of Contractor), liability, damage or expense (including attorneys' fees) that City may incur relating to, arising out of or existing by reason of (i) Contractor's performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Contractor or its subcontractors, servants or employees) or (ii) Contractor's breach of this agreement or the inadequate or improper performance of this Agreement by Contractor or its subcontractors, servants or employees.

**SECTION SIXTEEN  
INSURANCE**

Before commencing work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City of Atlantic City (City) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its Contractor's, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused

by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Contractor's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Contractor will defend and indemnify the City at the Contractor's expense.

The Contractor must obtain the required insurance with the carrier rated A-VIII or better by A. M. Best. In the event the Contractor subcontracts any part of this project, these insurance requirements must apply to all subcontractors.

The Contractor shall maintain at least the limits of liability as set forth below:

***Commercial General Liability Insurance***

\$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed Operations Aggregate

\$ 1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification shall be included in the policy. The General Liability and Umbrella/Excess Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section Two, Scope of Services. As an alternative, the Contractor may provide Commercial General Liability Insurance with no aggregate.

***Comprehensive Automobile Liability Insurance***

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

***Umbrella Liability Insurance***

\$ 4,000,000 per Occurrence

\$ 4,000,000 Aggregate.

Policy to apply excess of General Liability, Automobile Liability and Coverage B.

***Workers' Compensation and Employers' Liability Insurance***

\$ 500,000.00 Each Accident

\$ 500,000.00 Each Employee for Injury by Disease

\$ 500,000.00 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

***Other Conditions***

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Contractor's Commercial General Liability Policy, Business Auto Liability and Excess Policy all of which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Contractor, any of its Contractor's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability, Excess Liability, Automobile Liability and Professional Liability policies in favor of the City and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Contractor's Worker's Compensation policy if allowed by state law.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage,

compensation or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.

#### **SECTION SEVENTEEN WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

#### **SECTION EIGHTEEN BINDING**

This agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to the Agreement.

#### **SECTION NINETEEN CAPTIONS**

All captions in this agreement are for convenience only. They should not be deemed part of this agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

#### **SECTION TWENTY POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to **CZAR ENGINEERING, LLC** based on the merits and abilities of **CZAR ENGINEERING, LLC**, to provide the goods or services as described herein. This fair and open contract

was awarded through the Local Public Contracts law, N.J.S.A. 40A:11-1, et seq., and all other provisions of the revised statutes of the State of New Jersey requires the solicitation of two (2) quotes, if practicable, for contracts for amounts less than the bid threshold but more than 15% of the bid threshold. Nevertheless, the undersigned does hereby attest that, **CZAR ENGINEERING, LLC**, its subsidiaries, assigns or principals controlling in excess of 10% of the company are in full compliance with all the Election Law Enforcement Commission rules and regulations pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, and any contributions made in the one (1) year period preceding the award of the contract would not, affect its eligibility to perform this contract.

**IN WITNESS WHEREOF**, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

**ATTEST:**

BY: Paula Geletei  
Paula Geletei, City Clerk

**CITY OF ATLANTIC CITY**

BY: Marty Small, Sr.  
Marty Small, Sr., Mayor

DATE: 1-20-21

WITNESS  
[Signature]

**CZAR ENGINEERING, LLC**

BY: [Signature]  
President

**The within Agreement approved as to form and execution.**

Date: 1/19/21

BY: Matthew Sykes  
Matthew D. Sykes, Esq.  
Assistant City Solicitor



**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**

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, where applicable, 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.**

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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.**

Company Name: CZAR ENGINEERING

Name: LAMONT CZAR

Title: PRINCIPAL

Signature: 

Date: 1/11/21

# Resolution of the City of Atlantic City

No. 662

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Adetoro Aboderin, Chief Financial Officer

Prepared by City Solicitor's Office

Council Member RANDOLPH presents the following Resolution:

## **RESOLUTION TO AWARD A CONTRACT TO CZAR ENGINEERING, LLC FOR ENGINEERING SERVICES FOR ROOF REPLACEMENT FOR CITY HALL IN THE AMOUNT OF \$15,000.00**

**WHEREAS**, there exists a need for Professional Services for Engineering for Roof Replacement at the Public Safety Building for the City of Atlantic City as a fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5; and

**WHEREAS**, **CZAR ENGINEERING, LLC**, has completed and submitted a Business Entity Disclosure Certification which certifies that **CZAR ENGINEERING, LLC**, has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **CZAR ENGINEERING, LLC**, from making any reportable contributions through the term of the contract; and,

**WHEREAS**, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution; and

**WHEREAS**, the vendor has complied with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City;

**WHEREAS**, the Local Public Contracts Law (N.J.S.A 40A:11-1 et seq.) requires the passage of a resolution authorizing the award of a contract for "professional services", requires that said resolution be publicly advertised; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Atlantic City publicly selects **CZAR ENGINEERING, LLC**, in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** to be approved as to form and execution by the City Solicitor, which contract shall set forth specifically the services to be performed.

**BE IT FURTHER RESOLVED** that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from the 2020 Budget, Account No. 0-01-26-300-400-290, to satisfy the aforesaid award of contract.

kc December 23, 2020 9:58 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MORSHED	X					
DUNSTON	X						RANDOLPH	X				X	
FAUNTLEROY	X						SHABAZZ	X					X
KURTZ	X						ZIA	X					
TIBBITT, PRESIDENT								X					
X-Indicates Vote    NV-Not Voting    AB-Absent    MOT-Motion    SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: DECEMBER 16, 2020

*Paula Geletei*

/s/ Paula Geletei, City Clerk