

BOROUGH OF ROOSEVELT
REQUEST FOR QUALIFICATIONS/PROPOSALS FOR
PROFESSIONAL LANDSCAPE ARCHITECT OR ARCHITECTS

The Borough of Roosevelt together with the Fund for Roosevelt is soliciting qualifications/proposals in accordance with the Fair and Open Process pursuant to N.J.S.A. 19:44A-20.4, et seq. for the following service listed.

Professional Landscape Architect or architects to prepare plans and specifications for restoration of the Franklin Delano Roosevelt Memorial Amphitheater

Standardized submission requirements and selection criteria are available in the Office of the Borough Clerk located at 33 North Rochdale Avenue, Roosevelt, NJ 08555 and on the Borough website at www.rooseveltnj.us.

Qualifications/Proposals Opening Date – February 16, 2023

Time – 2:00 PM

ROOSEVELT BOROUGH COUNCIL

Peggy Malkin	Mayor
Robert Atwood	Council Member
Louis Esakoff	Council Member
Michael Hamilton	Council Member
Constance Herrstrom	Council Member
Steven Macher	Council Member
Joseph Trammell	Council Member

Kathleen Hart, Borough Clerk

REQUEST FOR PROPOSALS

JANUARY 13, 2023

RESTORATION OF MEMORIAL AMPHITHEATER AND GROUNDS IN HISTORIC ROOSEVELT, NEW JERSEY

The Borough of Roosevelt, a municipal entity in New Jersey (the Borough) together with the Fund for Roosevelt (the Fund), invite proposals from professional landscape architects or architects to prepare plans and specifications for restoration of the Franklin Delano Roosevelt memorial amphitheater and surrounding grounds. The deadline for submission of proposals of interest is **FEBRUARY 16, 2023 AT 2:00 PM EST**.

1 BACKGROUND AND SETTING

Roosevelt, New Jersey is a small borough located in western Monmouth County, New Jersey. Originally named Jersey Homesteads, it was constructed by the Resettlement Administration, a New Deal agency better known today for the three Greenbelt towns, between 1936 and 1938. Rather than a purely residential community, Jersey Homesteads was planned as a model or even utopian co-operative community. The families which moved there, who were immigrant Jewish garment workers from New York City, worked in a co-operatively owned garment factory, tilled co-operatively owned fields, and bought their necessities at a co-operatively owned store. The co-ops did not last long, however, and the factory and fields were ultimately sold to private owners. The community became an incorporated borough in 1937, and was renamed Roosevelt in 1945 to honor President Franklin Roosevelt after his death.

The utopian impulses behind the community were not limited to its economic model, but were also reflected in its land use plan and the architecture of its buildings. The land use plan of the community was closely based, albeit in miniature, on the model of Ebenezer Howard's Garden City. It contains a town center surrounded by a ring of housing, a small industrial zone, and a greenbelt including both agricultural land and public open space, as shown in Figure 1. A distinct feature of the plan was how the houses were clustered to preserve large areas of open space, including the flood plain of Empty Box Creek, which runs through the borough from east to west. This open space, which is mature woodlands today, defines the character of the borough as much as the architecture of its houses. Through the work of The Fund for Roosevelt, a locally-based land trust, and Monmouth County, with support from the State of New Jersey, the entire greenbelt has been preserved for agriculture or open space. Approximately 80 percent of the land area of the borough is either public open space or preserved farmland.



FIGURE 1: BOROUGH OF ROOSEVELT, EXISTING LAND USE

The houses and the school/community center building, which were designed by Alfred Kastner, a German immigrant architect and his then-assistant and project manager Louis Kahn, reflect the principles and aesthetic of the Bauhaus movement. The houses were constructed with concrete blocks on a concrete slab, with a flat concrete slab roof, and represent – although many have since been extensively modified – the largest ensemble of Bauhaus buildings in the United States (Figure 2). The school shares the same materials and vocabulary, although with some features suggestive of 1930s International Style. In recognition of both the borough’s land use plan and architecture and its utopian social and economic model the borough of Roosevelt was placed on the National Register of Historic Places in 1983.



FIGURE 2: JERSEY HOMESTEADS HOUSES, UNDER CONSTRUCTION AND COMPLETED

The school building (today solely a public school) and a large open space that serves as a village green form the heart of the community. As shown on Figure 1, the memorial, which includes the amphitheater proper and a monumental head of Franklin Roosevelt sculpted by local artist Jonathan Shahn, is located in that central open space, roughly 200 feet from the school building (Figure 3). The amphitheater follows the classical semi-circular configuration with a central aisle and a forecourt, which initially contained a reflecting pool. The memorial was designed by architect and local resident Bert Ellentuck and constructed in 1961-62. It was dedicated on June 2, 1962 in the presence of Eleanor Roosevelt and New Jersey Governor Richard Hughes. Photographs of the memorial will be found on pages 8 through 10 of this request for proposals.

Over the past 60 years, the amphitheater has been the community’s central civic space, the site of the annual public school 5th grade graduation as well as other community and holiday events. Over that same period, the facility has inevitably deteriorated, to the point where the entire memorial and its surrounding grounds are in need of restoration. While the head of FDR itself was restored recently by the Fund, the plinth on which it sits is in need of work. Electrical service and lighting need to be restored, while the seating area is in substantial disrepair. Although some work has been done from time to time over the years, at this point a complete restoration is clearly needed.



FIGURE 3: ROOSEVELT CENTRAL AREA

2 SCOPE OF WORK

The list of activities given in the following part of this request for proposals is based on our preliminary assessment of the facility. It is presented as a guide to potential respondents, and should not be seen as a definitive statement of the extent and nature of work needed, which should be informed by the professional judgment of the landscape architect or architect selected for the project. The list below is divided into activities that involve the overall site, including surrounding grass or wooded areas, and those specific to the built structure.

A Site work

- Prepare a lighting and wiring plan for the site. Replace and add as necessary all electrical wiring, equipment and lighting fixtures, with modern, vandal-proof equipment and fixtures, including additional fixtures as appropriate. This should not include direct illumination of the FDR head.
- Repair the existing utility structure, including electric service controls, metering, as well as connections for A/V equipment, etc., and adequate security fixtures.
- Remove dead or dying trees in the vicinity of the memorial, remove invasive vines, prune overhanging branches that may pose potential hazards, and make

such landscaping changes as are appropriate for the setting and which facilitate use of the memorial. This should NOT include plantings, such as flowerbeds, that require more than minimal maintenance.

- Provide vandal-resistant trash receptacles where appropriate around the memorial
- Repair, replace or add to the existing pedestrian pathways to the memorial, including providing ADA-compliant access to the facility.

B Structural work

- Repair or replace existing seating and stairs and replace with appropriate impervious materials, incorporating hand rails and imbedded stair lights and wiring.
- Restore rear wall of amphitheater as necessary, including regrading to direct water away from wall.
- Adopt appropriate treatment, if any, for the mixed grass/paver forecourt between the seating area and the statute. Consideration should be given to restoring the former reflecting pool or creating a similar water feature.
- Repair or restore plinth of statue as necessary.

In addition, the firm retained for this project should explore possible options for (a) steps that can mitigate street noise from nearby Route 571, and (b) a roof or similar weather protection that can be assembled and disassembled and stored for use as needed.

The landscape architect or architect retained for this project will be expected to work closely with a committee to be created by the municipality and the Fund with respect to the schematic drawings and the specifications for visible features such as lighting fixtures, hand rails, etc. The landscape architect or architect retained for this project will prepare three initial design concepts for initial review by the committee. In addition to meeting with the committee, the landscape architect or architect will participate in at least two community meetings or public hearings.

Upon approval of schematics and all design elements, the landscape architect or architect retained for this project will prepare all working drawings, bid specifications, etc. as needed. Since this will be a public contract, all documents must meet the requirements of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and related regulations.

The landscape architect will assist the Borough and the Fund in selection of the contractor or contractors, will provide supervision during the course of the conduct of

the project, and will review and approve any and all contractor invoices, change orders, and requests for payment.

The Borough anticipates submitting a grant application for this project to the Monmouth County Open Space Grant Program on or about September 15, 2023. **Firms submitting proposals must be able to complete all work up to and including completion and approval of schematic designs assuming timely response and action by the Borough and the Fund, including preparation of an independent cost estimate, prior to that date.**

3 SUBMISSION OF PROPOSALS

The Borough and the Fund seek expressions of interest from licensed architects and/or landscape architects for provision of the services described above. Each submission shall include the following:

- A Statement of qualifications, including but not limited to
- Firm brochure or similar materials, describing the activities, philosophy and history of the firm
 - Resumes of the individual who will be responsible for managing this project, as well as other individuals who may be involved.
 - Examples of at least three finished projects that illustrate the firm's approach to work of this nature, including a short narrative description of the program, a schematic plan and photographs of the finished project.
 - At least three professional references, which should include at least one associated with one of the finished projects described in the submission.
 - Evidence of licensure in New Jersey, business registration and insurance coverage.
 - **Documentation of compliance with all of the requirements set forth in the attached Supplementary Materials, included executed copies of Exhibits B through G attached.**
 - Any additional materials you consider relevant or useful.
- B A short statement of your approach to the proposed memorial restoration project
- C A cost proposal for the professional services required for the project. This should be broken down as follows:
- Cost for services up to and including approval of schematic design and design elements
 - Cost for services from approval of design to approval of contractor(s) bids.
 - Cost for construction supervision through completion of construction and approval of final contractor invoices.

- Preparation of an independent cost estimate for the work based on the completed and approved schematic design (the cost estimate is a required element in the anticipated project grant application).

4 SELECTION PROCESS

A site visit and pre-submission meeting will take place on **THURSDAY, FEBRUARY 2, 2023 AT 10 AM EST**. Interested parties will meet at the Memorial and subsequently move to Borough Hall for the pre-submission meeting. In case of inclement weather, the meeting will take place at Borough Hall at 10 AM. Participation is not required, but is strongly encouraged.

The deadline for submission of proposals is **THURSDAY, FEBRUARY 16, 2023 AT 2 PM EST**. The proposal and all supporting materials must be enclosed in a sealed envelope clearly showing the name of the bidder and marked **Proposal for Restoration of the Franklin Delano Roosevelt Amphitheater and Grounds** and either hand-delivered to Roosevelt Borough Hall, 33 N. Rochdale Avenue, Roosevelt, NJ 0855 or mailed to Borough of Roosevelt, PO Box 128, Roosevelt, NJ 08555, to the attention of Ana Debevec, and received by the deadline above. No late submissions will be entertained. Supporting materials may be submitted on a CD or USB (flash) drive.

The selection committee at its discretion may invite up to three firms submitting proposals to be interviewed by the committee. The Borough and the Fund anticipate offering a contract to the firm selected on or about April 1, 2023, and that the firm will begin work prior to May 1, 2023.

Questions about any aspect of the project can be sent to Alan Mallach, FAICP at amallach@comcast.net. Questions will only be accepted by email.



GENERAL VIEW OF MEMORIAL FROM APPROACH PATH



FDR HEAD AND FORECOURT



VIEW OF AMPHITHEATER FROM SIDE WITH SCHOOL IN BACKGROUND



OVERALL VIEW OF MEMORIAL FROM SIDE



UTILITY BUILDING



STAIRS, SHOWING IMBEDDED LIGHTING



HEAD OF FDR

BOROUGH OF ROOSEVELT
Required Supplementary Materials

- A. All firms providing services to the Borough are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors) N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).
- B. The Borough has adopted Ordinance No. 254 which requires public contracting reform and prohibits certain professional service contractors, during the term of their Agreements with the Borough, from making contributions, or pledges thereof, of money or other in-kind donations, to any Borough of Roosevelt candidate or holder of the public office within the Borough having ultimate responsibility for the award of their contracts (Exhibit A). The completion and submission by the contractor of the included Political Contribution Certified Statement shall satisfy compliance with Borough Ordinance No. 254 (Exhibit B).
- C. The contractor and the Borough hereby incorporate into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, as set forth in the attachment(s) hereto and signed by the contractor (See Exhibit C). The contractor shall also execute the Affirmative Action Affidavit attached hereto (Exhibit D).
- D. Pursuant to P.L. 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran (Exhibit E).
- E. Contractor shall sign the statement of compliance with the Americans with Disabilities Act of 1990 (Exhibit F),
- F. Contractor shall execute the Stockholder Disclosure Statement (Exhibit G).

EXHIBIT A

BOROUGH OF ROOSEVELT ORDINANCE NO. 254

An Ordinance Establishing That A 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 Borough of Roosevelt in The County of Monmouth

(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Borough Council of the Borough of Roosevelt does hereby Ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and,

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and,

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A: 11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and,

WHEREAS, in the interest of good government, the people and the government of the Borough of Roosevelt desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the Borough of Roosevelt to create such a regulation which states that a 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 Borough of Roosevelt, and,

BE IT ORDAINED by the Borough of Roosevelt, in the County of Monmouth, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

(a) "Campaign Committee" means (i) every candidate for Borough of Roosevelt elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for Borough of Roosevelt elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for Borough of Roosevelt elective municipal office; (iv) every political party committee of the Borough of Roosevelt; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the Borough of Roosevelt or County of Monmouth elective offices or Borough of Roosevelt municipal or County of Monmouth political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.

(b) "Contribution" has the meaning prescribed in N. J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.

(c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.

(d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual

including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 -PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

(a) To the extent that it is not inconsistent with state or federal law, the Borough of Roosevelt and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(l)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:115(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity

has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Borough of Roosevelt or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Roosevelt or County of Monmouth political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Borough of Roosevelt municipal or County of Monmouth elections and/or Borough of Roosevelt municipal or County of Monmouth candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.

(b) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the Borough of Roosevelt or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Borough of Roosevelt, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Roosevelt political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.

(c) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per

calendar year to a political committee or political party committee of the Borough of Roosevelt; (ii) \$1,000 maximum per calendar year to a County of Monmouth political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d) of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all Borough of Roosevelt candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all Borough of Roosevelt or County of Monmouth political committees and political party committees as described herein combined can be made, without violating subsection (a) of this section.

(d) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the Borough of Roosevelt Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the Borough of Roosevelt, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(e) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 -CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(a) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the Borough of Roosevelt or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The Borough of Roosevelt, its purchasing agents and departments shall be responsible for informing the Borough Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(b) A Business Entity shall have a continuing duty to report to the Borough of Roosevelt any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The Borough of Roosevelt, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next Borough Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(c) The certification required under this subsection shall be made prior to entry into the contract or agreement with the Borough of Roosevelt, or

prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 -RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 -EXEMPTIONS

The contribution limitations prior to entering into a contract in Section I(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A: 11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

SECTION 7 -PENALTY

(a) It shall be a material breach of the terms of a Borough of Roosevelt agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re- contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Borough of Roosevelt, or a holder of public office having ultimate responsibility for the award of a

contract, or any Borough of Roosevelt or County of Monmouth political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

(b) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future Borough of Roosevelt contracts for a period of four (4) calendar years from the date of the violation.

(c) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the Borough of Roosevelt.

SECTION 8 -CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the Borough of Roosevelt has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this

ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 -SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 10 -INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the Borough of Roosevelt shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 11 -REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 12 -EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Borough Council of the Borough of Roosevelt and shall be published as required by law.

ADOPTED: September 24, 2012

EXHIBIT B

BOROUGH OF ROOSEVELT
POLITICAL CONTRIBUTION CERTIFIED STATEMENT

Completion and Submission of this Form by Contractor Shall Constitute
Compliance with Borough Ordinance No. 254

Contractor Name:			
Contractor Address:			
Contractor Phone:		Contractor Fax:	Contractor E-Mail:

The undersigned being authorized to certify, hereby certifies that, in compliance with the provisions of Borough Ordinance No. 254, the above-listed Business Entity seeking to be a recipient of a professional services contract with the Borough of Roosevelt has not made any political contributions in excess of the monetary thresholds specified in Section 1(c) of Borough Ordinance No. 254 within one calendar year immediately preceding the award of said professional services contract.

I further certify I am aware that if the foregoing is willfully false, I am subject to punishment.

Signature

Printed Name

Title

Date

EXHIBIT C

MANDATORY LANGUAGE FOR PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS P.L. 1975, C. 127 (N.J.A.C. 17:27-3.5)

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, sex, affectional or sexual orientation, gender identity or expression or disability. 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, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and female workers consistent with 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 appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, 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 goal, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Submitted by: NAME OF FIRM _____

Signature _____

Date _____

EXHIBIT D

AFFIRMATIVE ACTION REGULATIONS PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No _____

Submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

Contractor: _____

Signature: _____ DATE: _____

EXHIBIT E

BOROUGH OF ROOSEVELT DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/ Offeror:

PLEASE CHECK THE APPROPRIATE BOX:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the NJ Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Borough finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party in default and seeking debarment or suspension of the party.

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Bidder/Offeror Contact Phone: _____

(Attach Additional Sheet if Necessary)

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; that the State of New Jersey 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 State to notify the State 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 in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

EXHIBIT F

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

The contractor and the Borough of Roosevelt (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, 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 thereto, 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 the 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.

WITNESS: _____

CONTRACTOR SIGNATURE: _____

DATE: _____

EXHIBIT G

BOROUGH OF ROOSEVELT STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole

Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of
_____, 20__

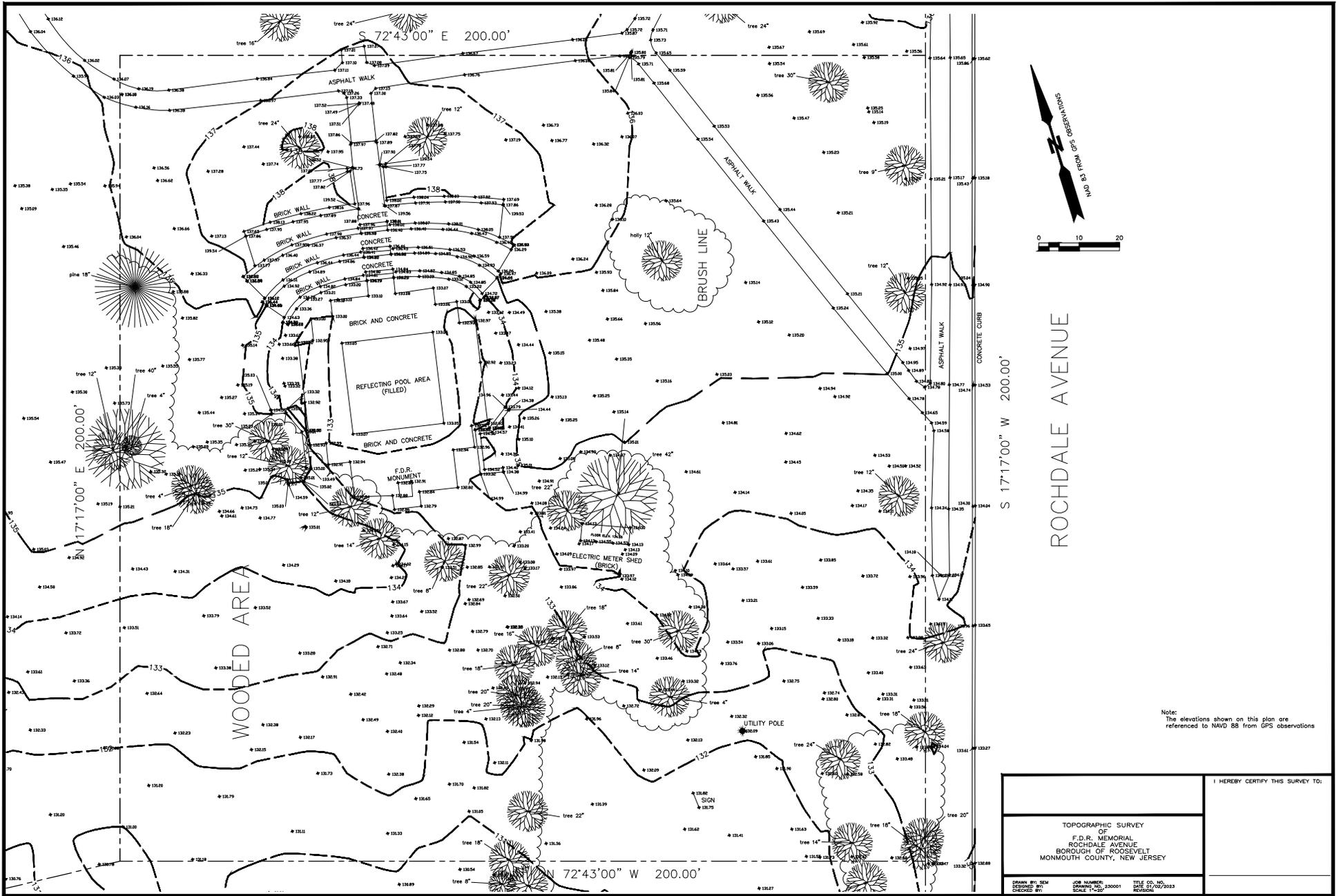
(Affiant)

(Notary Public)

(Print name & title of affiant)

(Corporate Seal)

My Commission expires:



Note:
The elevations shown on this plan are
referenced to NAVD 88 from GPS observations

TOPOGRAPHIC SURVEY OF F.D.R. MEMORIAL ROCHDALE AVENUE BOROUGH OF ROOSEVELT MONMOUTH COUNTY, NEW JERSEY			I HEREBY CERTIFY THIS SURVEY TO: