

AGREEMENT FOR THE REPAIR OF FIRE APPARATUS FOR THE WEST ORANGE FIRE DEPARTMENT

This Agreement for the Repair of Fire Apparatus for the West Orange Fire Department is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein “Township”) and Fire & Safety Services (“Fire and Safety”) with offices at 200 Ryan Street, South Plainfield, New Jersey 07080.

WITNESSETH

WHEREAS, the Township requires the retention of a vendor to provide repair services for various fire apparatuses utilized by the West Orange Fire Department; and

WHEREAS, on July 23, 2024, the Township awarded a contract to Fire and Safety for a two-year period from July 1, 2024 through June 30, 2026 (the “Agreement”); and

WHEREAS, pursuant to the Agreement and in accordance with the Bid Specifications (“**EXHIBIT A**”), the Township and Fire and Safety had the ability to extend the Agreement for one addition year from July 1, 2026 through June 30, 2027; and

WHEREAS, the Township and Fire and Safety desire to exercise the one-year extension option.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. WORK TO BE PERFORMED

Fire and Safety hereby covenants and agrees to perform the repair services enumerated in Section II of the Bid Specifications consistent with the terms, conditions, and the scope of services as set forth in the Bid Specifications and the Bid Submission, including the hourly rates for General Repairs set forth in Section VIII of the Bid Submission, except that the following is the current fleet of fire apparatuses (the “Current Fleet”) which this Agreement applies to:

1	1989	PIERCE Pumper	1250/500
1	2001	PIERCE Pumper	2000/500
1	2006	Seagrave Quint	1500/500
2	2006	PIERCE Pumper	1500/500
1	2015	PIERCE Ladder	N/A
1	2018	PIERCE Pumper	1500/500

In the event of any conflicts between the terms and conditions set forth in the Bid Specifications and the Bid Submission, the terms and conditions set forth in the Bid Specifications shall govern, except for the Current Fleet, which shall be governed by this Agreement.

2. TERM

The term of this agreement shall be for a period of one-year, from July 1, 2026 through June 30, 2027. The Township may terminate this agreement by issuing a notice of termination which shall be issued no later than sixty (60) days prior to termination.

3. CONSIDERATION

The Township shall compensate Fire and Safety for Fire Apparatus Repairs at the following rates:

Hourly Repair Rate	\$105.00
Hourly Overtime Rate	\$105.00
Travel Cost	\$105.00/hr (no milage fee)
OEM Parts Mark Up	20%

4. PAYMENT

Payment shall be made by the Township within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16.

5. ACCEPTANCE OF PAYMENT

The acceptance of payment by Fire and Safety shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to Fire and Safety from the Township, its agents, servants and employees.

6. EQUAL EMPLOYMENT OPPORTUNITY

Fire and Safety acknowledges that they shall comply with the requirement of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27 and submit to the State of New Jersey and/or the Township such documentation as shall be required by law as more specifically set forth in Exhibit B entitled "Mandatory Equal Employment Opportunity Language."

7. DISCRIMINATION IN EMPLOYMENT

Fire and Safety acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and Fire and Safety agrees to comply with and be bound by the terms thereof.

8. NOT-TO EXCEED AMOUNT

Total compensation under this Agreement shall not exceed **\$125,000.00** (the “Not-to-Exceed Amount”) without a further written encumbrance and additional authorization by resolution of the Township Council.

9. NEW JERSEY LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding any provisions of such laws relating to jurisdiction. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions.

10. PARTIAL INVALIDITY

If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by Fire and Safety for the Township.

11. NO ASSIGNMENT

Fire and Safety shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the Township and the approval of the Township’s Municipal Council.

12. BINDING ON SUCCESSORS

Except as otherwise provided in this Agreement, all agreements’ terms, provisions and conditions to this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives and successors.

13. MODIFICATIONS

No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township’s Municipal Council and executed by the Township and Fire and Safety.

14. NO WAIVER

No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

15. CAPTIONS

The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

16. OWNERSHIP OF RECORDS

All records and data relating to work performed for the Township shall belong to the Township and shall be surrendered to the Township upon the expiration or termination of this Agreement, except that Fire and Safety will retain such information as is necessary to maintain a complete work record. Fire and Safety shall not use such information or data except for the performance of the service hereunder, without the prior written permission of the Township.

17. INSURANCE

Fire and Safety shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. Fire and Safety shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve Fire and Safety of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this contract by Fire and Safety covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the contract by Fire and Safety. The policy will include Fire and Safety's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.

- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this contract by Fire and Safety.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the contract by Fire and Safety.

18. FAIR AND OPEN

This Agreement has been awarded to Fire and Safety based on Fire and Safety's merits and abilities to provide the professional services described herein. This Agreement was awarded through a "Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5 et seq.

19. PAY TO PLAY REQUIREMENT

Fire and Safety is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.8 (P.L. 2004, c.19, s.7, amended 2005, ch.51, s.15) if Fire and Safety received contracts in excess of \$50,000 from public entities in a calendar year. It is Fire and Safety's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

By executing this Agreement, Fire and Safety certifies that it is in compliance with N.J.S.A. 19:44A-20.26 (P.L. 2025, c.176 and J.R. 12). Fire and Safety further certifies that it has neither made or solicited nor will make or cause to be solicited a prohibited political contribution in violation of any applicable federal, state or local laws. Any such failure to comply shall constitute a breach of the Contract.

20. INDEMNIFICATION AND HOLD HARMLESS

Fire and Safety agrees, at its sole cost and expense, to release, indemnify, defend and satisfy all judgments, and hold harmless the Township including their employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorney's fees and defense costs which arise out of the performance of this Agreement providing that such claim, action, judgment, cost, penalty, liability, damage, loss or expense is caused in whole or in part, by the negligence or professional error or omission of Fire and Safety or any person employed by it. Fire and Safety shall provide to the Township with evidence that, at all times during the term of this engagement, it has obtained statutory professional liability and any other statutorily required coverages. No limitations on the foregoing indemnity shall impair or limit the Township's recourse to the insurance coverage set forth herein.

21. TERMINATION

The Township may terminate the Agreement upon sixty (60) days written notice to the other party. Upon such termination, the Township shall pay Fire and Safety for all services performed hereunder up to the date of such termination in accordance with the payment terms of this Agreement as well as all reasonable costs and expenses incurred by the Fire and Safety in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

22. ENTIRE AGREEMENT

This Agreement, including the attachments referenced herein, contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

23. EFFECTIVE DATE OF CONTRACT

This Agreement shall not become binding upon the parties until the Township adopts a bond ordinance and/or appropriates the funds necessary for this Agreement and the Township's Chief Financial Officer certifies to the availability of funds if applicable pursuant to N.J.A.C. 5:30-5.4

24. CONFLICT OF INTEREST

Fire and Safety acknowledges that the nature of the service to be performed requires that Fire and Safety must not have or appear to have a conflict of interest with any potentially adversarial party. Fire and Safety agrees that:

- (a) It will not accept any assignments, compensation, consideration or gratuities from any other party with an interest in the subject matter of this Agreement that shall conflict or shall have the appearance of conflicting with the interest of the Township relative to the purposes of this Agreement.
- (b) In the event that a conflict or potential conflict of interest arises, Fire and Safety shall notify the Township in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement for cause.
- (c) In the event that the Township receives timely notice of an actual or potential conflict, Fire and Safety and the Township shall attempt to reach an agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Township has the right to terminate the Agreement for convenience.

25. INDEPENDENT CONTRACTOR

Fire and Safety shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are

measured by the wages, salaries or other remuneration paid to persons employed by Fire and Safety for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials, and Fire and Safety agrees to indemnify and save harmless the Township from any such contributions or taxes or liability therefore.

26. STATE REQUIRED RECORD RETENTION N.J.S.A. 52:15C-14(d) and N.J.A.C. 17:44-2.2

Fire and Safety shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Refusal of Fire and Safety to provide information upon request by the State Comptroller or otherwise impede or fail to cooperate with any audit or performance review, the State Comptroller may recommend to the Township that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the Township.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Susan McCartney, Mayor

WITNESS:

FIRE & SAFETY SERVICES

By: _____

(printed name) _____

Title: _____