

PROFESSIONAL SERVICES CONSULTING AGREEMENT

THIS AGREEMENT is made this day of

between:

THE TOWNSHIP OF GREENWICH
in care of the Township Clerk
Greenwich Township Municipal Building
321 Greenwich Street
Stewartsville, New Jersey 08886

(referred to in this Agreement as the "Township")

and

(referred to in this Agreement as the "Consultant")

WHEREAS:

The Consultant is a firm engaged in the practice of professional architectural services.

The Township of Greenwich has requested proposals for the purposes of engaging a consultant to provide professional services in connection with:

The Consultant submitted a proposal (Schedule B) dated _____ 2008, which the Township finds is acceptable with modifications which have been noted (Schedule C).

The Township wishes to engage the Consultant to perform the services called for in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement, the parties agree to perform and be responsible to each other as follows:

1. This Contract consists of this written Agreement and the following Attachments. The Contract is based upon the Township RFP dated September, 2008.

ATTACHMENTS

Schedule Title

- A. Township's RFP
- B. Consultant's Proposal dated
- C. Modifications to Proposal
- D. Affirmative Action Language
- E. Affirmative Action Certificate or Form AA-302
- F. Certificate of Insurance.
- G. Copy of the Professional Architect's License
- H. Business Registration Certificate
- I. Political Contribution Disclosure

2. The Township engages the Consultant to perform professional services in connection with Township's RFP for "Architectural Consulting Design Services for a New Municipal Building."

The Scope of services will be in accordance with the Township's Request for Proposals (Schedule A), and the Consultant's Proposal (Schedule B), as modified (Schedule C), and such additional directions which the Township may provide.

3. Schedule B is the proposal, which the Consultant submitted to the Township. It sets forth the Consultant's plan for accomplishing the Objective of the Request for Proposals. The Consultant's outline in its proposal of its approach to the work is not designed to limit the Consultant's responsibilities in accomplishing the stated objectives. The Consultant will provide the services set forth in Schedule A, irrespective of whether they are specifically referred to in Schedule B. The Consultant will perform all work necessary to accomplish the stated objectives as are required by the standards of its profession and by New Jersey law as presently in existence, whether or not

specifically mentioned in its proposal.

4. The Consultant's work will be in accordance with the manner, method and techniques normally used by competent professional architect in performing the assigned work. All of the Consultant's work under this Agreement will be in accordance with the standards of its profession and all drawings, designs and studies will be in full accordance with all applicable New Jersey laws and regulations governing the project.

5. The Consultant warrants and represents that it is competent, knowledgeable and experienced in the type of work to be performed. The Township has selected the Consultant, based upon the Consultant's representation of its knowledge and expertise in the area.

The Consultant warrants and represents that is familiar with practices in the profession in regard to the type of work to be performed and also all New Jersey laws or regulations which govern the types of projects for which the Consultant's advice is sought. The Consultant understands that the Township in executing this Agreement, has relied on the representations made in the Consultant's proposal and on the Consultant's skill and judgment in identifying the work which would need to be performed to accomplish the Stated Objectives, and the manner and method in which it should be performed. If there are additional services which would normally be required or necessary to accomplish the Stated Objectives, the Consultant shall be obligated to provide them within the price stated in this Agreement, even though they are not specifically referred to in its proposal or in Schedule A.

6. The Consultant designed various options in its Proposal. The Township has currently accepted the options indicated in Schedule B and as modified in Schedule C. At any time, the County may elect to amend this Contract and authorize any additional work indicated in the Proposal at the rates indicated in the Proposal.

7. All of the representations made in the Consultant's proposal dated Schedule B, are made a part of this Agreement and incorporated by reference.

8. The Township will pay the Consultant a price not to exceed Dollars (\$000.00) for the work to be performed.

9. Vouchers for services may be submitted monthly and will be evaluated and paid based upon the percentage of work completed or the actual hours expended, whichever is applicable. Each voucher shall be signed by the Consultant and shall provide such detail as is acceptable to the Township CFO. The Consultant will maintain adequate books and records indicating the services performed for the Township of Greenwich and will retain them for a period of six (6) years after the completion of the work to be performed, and will make them available to the Township of Greenwich or its officials for inspection upon reasonable request during that period.

10. If, at anytime, the Consultant is asked by the Township or any of its representatives to perform work, which the Consultant feels would entitle it to compensation in excess of the prices outlined in Paragraph 8, the Consultant will immediately notify the Greenwich Township Clerk in writing. Additionally, a copy of the notice shall be sent to the Greenwich Township CFO. The Consultant will not perform such additional services until it has received a written change order to the contract, signed by the Mayor of Greenwich, authorizing the work to be performed and designating the price for its completion. The Township will not compensate the Consultant for the cost of any additional work unless such a change order has been executed.

11. The Consultant will insure that all work to be performed under the Agreement shall be under the direction and supervision of a licensed professional accountant in the Consultant's office.

12. The language attached as Schedule D is mandatory Affirmative Action Language to be included in all professional services contracts in New Jersey, pursuant to P.L. 1975, C 127 and the New Jersey Administrative Code (N.J.A.C.17:27).

The Consultant shall attach to this contract as Schedule E either:

- (i) A photocopy of the letter of Federal Affirmative Action Plan Approval, consisting of a valid letter from the Office of Federal Contract Compliance Programs; or,
- (ii) A photocopy of the New Jersey Certificate of Employee Information Report; or,
- (iii) A Completed form AA-302, Affirmative Action Employee Information Report, together with a copy of a letter filing the

Report.

13. The Consultant will not assign any interest in this Agreement without the prior written consent of the Township.

14. Throughout the term of this Agreement, the Consultant will retain in full force and effect a policy of professional liability insurance with policy limits as set forth in the attached certificate of insurance, Schedule F.

15. If for any reason the Township determines that the services called for in this Agreement are no longer required or desirable, the Township may terminate this Agreement. The Consultant will, in that event, be paid for its costs and expenses to the date of termination.

16. This Agreement is awarded to the Consultant pursuant to the professional services exception of the Local Public Contracts Law of the State of New Jersey. The Consultant will remain, throughout the term of this Agreement, authorized to do business in the State of New Jersey, and the Consultant shall maintain a professional architect on staff who is licensed to render services in the State of New Jersey. The Consultant understands that it is unlawful for the Township of Greenwich to make payment for services to any entity, if it is not authorized to do business in the State of New Jersey, and if it does not have a licensed New Jersey professional architect on staff. Therefore, the Consultant agrees to maintain such authorization and professional license and further agrees to reimburse the Township of Greenwich any sums paid if these representations prove to be untrue. A copy of the professional license is attached as Schedule G.

17. Professional must submit a copy of its Business Registration Certificate as Schedule H.

18. This agreement has been awarded to the Consultant based upon the merits and ability of the Consultant to provide the goods and services described herein. The consultant warrants and represents that it has not colluded with any member of the Greenwich Township Committee, or any Constitutional Officer, to secure an award of this agreement based upon political contributions.

This agreement is governed by the laws of the State of New Jersey involving political contributions and, in particular, what is commonly known as the New Jersey "Pay to Play" law, N.J.S.A. 19:44A-20.3, et seq. Compliance with this statute is a material term of the agreement.

The Consultant warrants and represents that the only political contributions that it has made to a political party or political party committee in the Township of Greenwich, or a candidate or the committee of a candidate for the elective office in Greenwich Township in the County of Warren in the last twelve months are set forth in Schedule I as attached.

The Consultant further understands that if the value of the agreement is in excess of \$50,000, the Consultant is required to complete and file with the Election Law Enforcement Commission, an annual report on a form to be designated by the Commission, pursuant to N.J.S.A. 19:44A-20.27. The Consultant agrees to file a copy of the report simultaneously with the Greenwich Township Committee and the Greenwich Township Clerk.

The Consultant agrees that the agreement is voidable if it has not complied with all campaign contributions laws and if any of the representations it has made are untrue.

19. The Consultant warrants and represents the truth and accuracy of all the promises, representations and agreements made in this Agreement. The Consultant understands that the Township relies on the truth and accuracy of the information contained herein.

20. The Consultant also warrants and represents that it has not given gifts of any nature, or any gratuity in any form whatsoever, nor loaned any money or anything of value to any Township official or employee, or relative or agent of any Township official or employee. The Consultant has not obtained or sought any private information related to or in connection with, this work, or special assistance from any Township official or employee in order to obtain this Contract.

21. This contract shall be interpreted in accordance with the laws of the State of New Jersey. If the Specifications contain a standard or responsibility more stringent than that in the contract, the Specifications shall prevail. If this contract contains a standard or a responsibility more stringent than the Specifications, then this contract shall prevail. This contract shall be liberally construed in all instances in favor of the Township to protect the public interest. The Contractor agrees to submit to the jurisdiction of the Courts of the State of New Jersey for the resolution of any dispute.

IN WITNESS WHEREOF, the Township has executed this Agreement through its authorized corporate officers, and an authorized partner has executed this Agreement on behalf of the Consultant.

Attest:

The Township of Greenwich
through its Township Committee

Kimberly Viscomi, Township Clerk

Elaine Emiliani, Mayor

Witness:

(Consultant's Name)

by:

Signature

Print name

Title

Date Executed: _____