Agreement Between Owner and Contractor
Professional Services

AGREEMENT made as of the 27th day of FEBRUARY, 2018.

BETWEEN the Owner *(Name, address and other information):*

THE TOWNSHIP OF NUTLEY Telephone: (973) 284-4951
Township Hall
1 Kennedy Drive
Nutley, New Jersey 07110

and the Contractor *(Name, address and other information):*

Pennoni Associates, Inc. Telephone: (973) 265-9775
24 Commerce Street Telefax: (973) 265-9774
Suite 300
Newark, New Jersey 07102

The Owner and Contractor agree as follows.

ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Between Owner and Contractor, the Resolution of the Owner, any documents included as Addenda, issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other writings detailing the scope of work and the price associated therewith, and any documents, included as Addenda, issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE SERVICE OF THIS CONTRACT

The general description of the services (hereinafter the "Work") to be performed by the Contractor for the Owner is to provide Professional Services to assist the Department of Public Works and the Township of Nutley with **General Engineering Services** as more fully described and identified in the Owner's **Municipal Resolution No. 29-18.**

ARTICLE 3 PERFORMANCE UNDER THE CONTRACT

The Contractor shall fully complete the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4 DATE OF AGREEMENT AND COMPLETION

4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below.

Date of Agreement (if different):

4.2 The Contract Time shall be measured from the date of commencement, and shall run for a period of one (1) year from the date of commencement:
January 1, 2018 through December 31, 2018

4.3 The Contract shall be deemed complete at the time of the following: the expiration of one year from the date of commencement or at such sooner time as is mutually agreeable to the parties.

4.4 Liquidated Damages: The Owner and the Contractor expressly elect not to provide for liquidated damages except in the case of willful non-payment.

ARTICLE 5 CONTRACT SUM

The Owner shall pay the Contractor the Contract Sum in current funds from Account Number 8-01-404-200 for the Contractor's performance of the Contract. The Contract Sum shall not exceed $165,000.00 (One Hundred and Sixty-Five Thousand Dollars) for the services rendered and set forth in the Municipal Resolution and Certificate of Fund Availability.

ARTICLE 6 PAYMENTS

6.1 Retainer. Prior to the commencement of work, the Owner agrees to pay the Contractor the sum of $ NONE for the retention of the Contactor's services. The amount will be a credit toward the Contract Sum and shall be applied against the final billings of the Contractor. Nevertheless, the Contractor shall have the option to commence work prior to the receipt of the retainer.

6.2 Based upon Application for Payment (invoice/bill) submitted to the Owner's Representative no later than the first day of the month (the application date), and the Owner's Representative's verification that performance by the Contractor is substantially as set forth in the Application for Payment (invoice/bill), which verification shall be made to the Director of Public Works, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner's Representative receives the Application for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Contract to the Instructions and Conditions, or another Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Owner is located.

Rate: Two and one half (2.5%) percent.

7.3 The Owner's representative is:

Name:	Mayor, Joseph P. Scarpelli
Title:	Director of Public Works
Address:	1 Cortlandt Street
	Nutley, New Jersey 07110
Telephone:	(973) 284-4984

7.4 The Contractor's representative is:

Name:	Todd Hay
Firm:	Pennoni Associates, Inc.
	24 Commerce Street
	Suite 300
	Newark, New Jersey 07102
Telephone:	973-265-9775
Telefax:	973-265-9774

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 2018 Edition (Professional Services) Agreement Between Owner and Contractor, prepared by the Township of Nutley.

8.1.2 The Resolution of the Owner, to be attached hereto as Schedule "A".

8.1.3 Items included as Addenda issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other

writings detailing the scope of work and the price associated therewith, to be attached hereto as Schedule "B".

8.1.4 Items included as Addenda issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner, to be attached hereto as Schedule "C".

8.1.5 To the extent that the provisions of this Agreement conflict with the terms of the any addenda, except for any addenda set forth under Schedule "C", the terms of this Agreement shall prevail.

8.2 Political Contribution Disclosure. This contract has been awarded to Pennoni Associates, Inc. based on the merits and abilities of Pennoni Associates, Inc. to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq*. As such, the undersigned does hereby attest that Pennoni Associates, Inc. its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Nutley, County of Essex if a member of that political party is serving in an elective public office of that Township of Nutley, County of Essex when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Township of Nutley, County of Essex when the contract is awarded.

ARTICLE 9 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., 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 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and

distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Municipal Clerk of the Owner, one to the interested Department of the Owner, and one to the Office of the Township Attorney for the Owner.

OWNER:
Township of Nutley

By: _____
Mayor Joseph P. Scarpelli

CONTRACTOR:
Pennoni Associates, Inc.

By: _____
Todd Hay

Contractor Corporate/LLC Acknowledgment
(To be executed where the Contractor is a corporation/LLC)

STATE OF NEW JERSEY)
: ss.
COUNTY OF ESSEX)

I certify that on (insert date) 02/27/2018, (insert name of corporate/LLC officer) PENNORI Todd M. Hay, (insert title of corporation/LLC officer) of the Contractor, personally came before me, a Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

(a) is the (insert title) RVP and authorized signatory of the Contractor, a corporation/LLC duly organized and validly existing under the laws of the State of New Jersey, and the Contractor named in the within document;
(b) has the full authority to sign this document and bind the Contractor to the provisions of the within document;
(c) signed, sealed and delivered this document as the voluntary act and deed of the corporation/LLC, duly authorized by a proper resolution by the Board of Directors or Managers, as the case may be.

ROSLYN N. RANDALL
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50055038
My Commission Expires 2/17/2020

Roslyn Randall
Notary Public of the State of New Jersey

Owner Municipal Corporate Acknowledgment
(to be executed where the Owner is a municipal corporation)

STATE OF NEW JERSEY)
: ss.
COUNTY OF ESSEX)

I certify that on (insert date) March 5th, 2018, **Joseph P. Scarpelli**, **Mayor** of the Owner, personally came before me, a Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

(a) is the Mayor and authorized signatory of the Township of Nutley, a municipal corporation duly organized and validly existing under the laws of the State of New Jersey, and the municipal corporation named in the within document;
(b) has the full authority to sign this document and bind the municipality to the provisions herein; and
(c) signed, sealed and delivered this document as the voluntary act and deed of the municipality, duly authorized by a proper resolution by the Board of Commissioners.

Notary Public of the State of New Jersey

CECI TRAMONTANA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50039985
My Commission Expires 6/15/2021