

Agreement Between Owner and Contractor

AGREEMENT made as of this 10th day of February, 2020.

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

THE TOWNSHIP OF NUTLEY
Township Hall
One Kennedy Drive
Nutley, New Jersey 07110

Telephone: (973) 284-4951
Telefax: (973) 284-4901

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

DMR ARCHITECTS, P.C.
777 Terrace Avenue, Suite 607
Hasbrouck Heights, New Jersey 07604

Telephone: (201) 288-2600
Telefax: (201) 288-2662

Other Relevant Entities: (*Name and Location*):

NONE

The Owner and Contractor agree as follows.

ARTICLE I: THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Between Owner and Contractor, Resolutions of the Owner, Request for Proposals as published September 12, 2019 in The Star Ledger, Nutley Sun and Herald News, the Contractor's written proposal dated October 2, 2019, any documents included as Addenda [*not a defined term*], 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 supported by an appropriate Resolution of the Owner; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. 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 UNDER THIS CONTRACT

The general description of the services (hereinafter the "Work") to be performed by the Contractor to the Owner and delivered by the Contractor is to provide **planning services related to the preliminary redevelopment and blight study of Block 3100, Lots 21 and 23-43 in the Township of Nutley (hereinafter also referred to as the "Ciccolini Redevelopment Study")**, as more fully described and identified in the Owner's Request for Proposals as published September 12, 2019 in The Star Ledger, Nutley Sun and Herald News, the Resolutions of the Board of Commissioners dated March 19, 2019 (Resolution No. 83-19) and January 14, 2020

(Resolution No. 16-20), and Contractor's written proposal dated October 2, 2019 which is incorporated herein and made a part of this contract. The Contractor shall not bill Owner for travel time and shall not charge Owner for use of third party vendors or consultants without an appropriate Resolution of the Owner. Contractor will review all available data from all Municipal Departments and the Board of Education.

ARTICLE 3: PERFORMANCE UNDER THIS 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, to the reasonable satisfaction of the Owner.

ARTICLE 4: DATE OF AGREEMENT AND COMPLETION

4.1 The date of commencement of the Work shall be January 1, 2020 (the "Commencement Date").

4.2 The Contract Time shall be measured from the date of commencement, and shall run for a period of six months from the date January 1, 2020 through June 30, 2020.

4.3 The Contract shall be deemed complete upon acceptance of the Work by the Owner.

ARTICLE 5: CONTRACT SUM

5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall not exceed Twenty-One Thousand Dollars (\$21,000.00) for the services rendered as set forth in the Owner's Resolution. Additional services authorized by the Owner shall be as proposed or at agreed upon hourly rates.

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 Contractor'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), together with such back up data for services performed in connection with the Work as may be reasonably required by the Owner 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 Office of the Mayor, the Owner shall make payment to the Contractor in the amount of ninety (90%) percent of the invoiced amount or such greater amount as may be otherwise approved not later than the 15th day of the following month. Ten (10%) percent retainage may be held by Owner until such time as the final Application for Payment is made. If an Application for Payment is received by the Owner's Representative after the application date fixed above,

accompanied by an accepted verification that performance by the Contractor is substantially as set forth in the Application for Payment (invoice/bill), 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 per annum.

7.3 The Owner's representative is:

Name: Mayor Joseph P. Scarpelli
Address: Township of Nutley
One Kennedy Drive
Nutley, New Jersey 07110
Telephone: (973) 284-4951
Telefax: (973) 284-5668

7.4 The Contractor's representative is:

Name: Francis Reiner, P.P., L.L.A.
Company: DMR Architects, P.C.
Address: 777 Terrace Avenue, Suite 607
Hasbrouck Heights, New Jersey 07604
Telephone: (201) 288-2600
Telefax: (201) 288-2662

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 2020 Edition 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 Request for Proposals as published September 12, 2019 in The Star Ledger, Nutley Sun and Herald News.

8.1.4 The Proposal is the completed bid form or other submission of the Contractor containing the unit price or prices of the goods set forth in the Request for Proposals.

8.1.5 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”.

8.1.6 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”.

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

**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:
DMR ARCHITECTS, P.C.

By: 
Please Print: FRANCIS KEINER

Contractor Corporate Acknowledgment
(to be executed where the Contractor is a corporation)

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

I certify that on February 6, 2020, (insert name of corporate officer)
Francis Reiner, (insert title of corporate officer) Partner
of the Contractor, personally came before me, a Notary Public of the State of New Jersey, and this
person acknowledged under oath, to my satisfaction, that this person:

- (a) is the (insert title) Partner and authorized signatory of the Contractor, a
corporation 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 herein;
- (c) signed, sealed and delivered this document as the voluntary act and deed of the corporation,
duly authorized by a proper resolution by the Board of Directors.



Notary Public of the State of New Jersey
CECI TRAMONTANA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50039985
My Commission Expires 6/15/2021

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) February 10, 2020, 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