

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this first day of January, 2023 between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of **Apruzzese, McDermott, Mastro & Murphy** (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, 3rd Floor, Warren, New Jersey 07059.

W I T N E S S E T H:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 7, 2022.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2023, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2023 to December 31, 2023 in accord with a proposal dated December 7, 2022, and at the rates set forth herein on Exhibit 1 which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

4. Payment in accordance with the terms of this Contract shall be made in the following manner:

The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract was given, the Contractor's voucher shall be audited by the Business Administrator or his designee, and if found to be in proper form, shall be processed for payment. Payments due hereunder shall be made within 30 days after approval and acceptance of the Contractor's performance by the Business Administrator or his designee.

5. This Contract shall be binding upon and inure to the benefits of the parties hereto and to their successors and assigns.

6. Contractor agrees that it will comply with all local, state and federal laws, codes, regulations and alike applicable to this Contract or the conduct of its business. Failure to abide by

any such authority shall be deemed a breach of this Contract and shall entitle the Township to cancel this Contract without further obligation to the Contractor.

7. Incorporated by reference in this Contract is the Mandatory Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, which is hereinafter designated as Exhibit A.

IN WITNESS WHEREOF, the Township has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

TOWNSHIP OF CLARK

By:

Edith L. Merkel
EDITH L. MERKEL, RMC
Township Clerk

By:

[Signature]
SALVATORE BONACCORSO,
Mayor

ATTEST:

**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**

Clara Longo
CLARA LONGO

By:

Robert T. Clarke
A Member of the Firm

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY NAME: Apruzzese, McDermott Mastro & Murphy

PRINT NAME: Robert T. Clarke

TITLE: President

SIGNATURE: Robert T. Clarke

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this first day of January, 2022 between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of Apruzzese, McDermott, Mastro & Murphy (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, 3rd Floor, Warren, New Jersey 07059.

W I T N E S S E T H:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 9, 2021.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2022, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2022 to December 31, 2022 in accord with a proposal dated December 8, 2021, and at the rates set forth herein on Exhibit 1 which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

4. Payment in accordance with the terms of this Contract shall be made in the following manner:

The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract was given, the Contractor's voucher shall be audited by the Business Administrator or his designee, and if found to be in proper form, shall be processed for payment. Payments due hereunder shall be made within 30 days after approval and acceptance of the Contractor's performance by the Business Administrator or his designee.

5. This Contract shall be binding upon and inure to the benefits of the parties hereto and to their successors and assigns.

6. Contractor agrees that it will comply with all local, state and federal laws, codes, regulations and alike applicable to this Contract or the conduct of its business. Failure to abide by

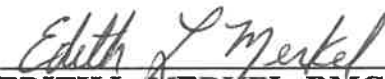
any such authority shall be deemed a breach of this Contract and shall entitle the Township to cancel this Contract without further obligation to the Contractor.

7. Incorporated by reference in this Contract is the Mandatory Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, which is hereinafter designated as Exhibit A.

IN WITNESS WHEREOF, the Township has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

TOWNSHIP OF CLARK

By:

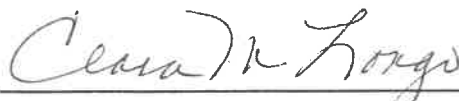

EDITH L. MERKEL, RMC
Township Clerk

By:


SALVATORE BONACCORSO,
Mayor

ATTEST:

**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**


CLARA M. LONGO

By:


A Member of the Firm

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY NAME: Apruzzese, McDermott Mastro & Murphy

PRINT NAME: Robert T. Clarke

TITLE: President

SIGNATURE: Robert T. Clarke

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this first day of January, 2021 between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of Apruzzese, McDermott, Mastro & Murphy (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, 3rd Floor, Warren, New Jersey 07059.

W I T N E S S E T H:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 6, 2020.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2021, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2021 to December 31, 2021 in accord with a proposal dated December 9, 2020, and at the rates set forth herein on Exhibit 1 which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

4. Payment in accordance with the terms of this Contract shall be made in the following manner:

The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract was given, the Contractor's voucher shall be audited by the Business Administrator or his designee, and if found to be in proper form, shall be processed for payment. Payments due hereunder shall be made within 30 days after approval and acceptance of the Contractor's performance by the Business Administrator or his designee.

5. This Contract shall be binding upon and inure to the benefits of the parties hereto and to their successors and assigns.

6. Contractor agrees that it will comply with all local, state and federal laws, codes, regulations and alike applicable to this Contract or the conduct of its business. Failure to abide by

any such authority shall be deemed a breach of this Contract and shall entitle the Township to cancel this Contract without further obligation to the Contractor.

7. Incorporated by reference in this Contract is the Mandatory Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, which is hereinafter designated as Exhibit A.

IN WITNESS WHEREOF, the Township has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

TOWNSHIP OF CLARK

By: 
EDITH L. MERKEL, RMC
Township Clerk

By: 
SALVATORE BONACCORSO,
Mayor

ATTEST:



**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**

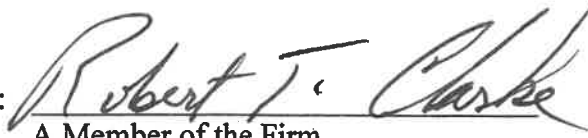
By: 
A Member of the Firm

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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.

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COMPANY NAME: Apruzzese, McDermott, Mastro & Murphy, P.C.

PRINT NAME: Robert T. Clarke

TITLE: President

SIGNATURE: Robert T. Clarke

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this first day of January, 2020 between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of Apruzzese, McDermott, Mastro & Murphy (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, Liberty Corner, New Jersey 07938.

W I T N E S S E T H:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 14, 2019.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2020, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2020 to December 31, 2020 in accord with a proposal dated December 4, 2019, and at the rates set forth herein on Exhibit 1 which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

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The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract was given, the Contractor's voucher shall be audited by the Business Administrator or his designee, and if found to be in proper form, shall be processed for payment. Payments due hereunder shall be made within 30 days after approval and acceptance of the Contractor's performance by the Business Administrator or his designee.

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TOWNSHIP OF CLARK

By: *Edith L. Merkel*
EDITH L. MERKEL, RMC
Township Clerk

By: *[Signature]*
SALVATORE BONACCORSO,
Mayor

ATTEST:

Claudio M. Longo

**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**

By: *Robert T. Clark*
A Member of the Firm

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY NAME: Apruzzese, McDermott, Mastro & Murphy, P.C.

PRINT NAME: Robert T. Clarke

TITLE: President

SIGNATURE: Robert T. Clarke

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this first day of January, 2019 between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of Apruzzese, McDermott, Mastro & Murphy (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, Liberty Corner, New Jersey 07938.

W I T N E S S E T H:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 16, 2018.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2019, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2019 to December 31, 2019 in accord with a proposal dated December 5, 2018, and at the rates set forth herein on Exhibit 1 which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

4. Payment in accordance with the terms of this Contract shall be made in the following manner:

The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract

[REDACTED]

6. Contractor agrees that it will comply with all local, state and federal laws, codes, regulations and alike applicable to this Contract or the conduct of its business. Failure to abide

by any such authority shall be deemed a breach of this Contract and shall entitle the Township to cancel this Contract without further obligation to the Contractor.

7. Incorporated by reference in this Contract is the Mandatory Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, which is hereinafter designated as Exhibit A.

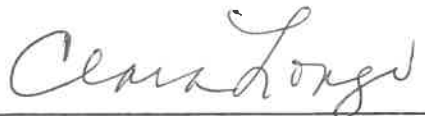
IN WITNESS WHEREOF, the Township has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

TOWNSHIP OF CLARK

By: 
EDITH L. MERKEL, RMC
Township Clerk

By: 
SALVATORE BONACCORSO,
Mayor

ATTEST:



**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**

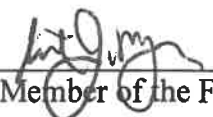
By: 
A Member of the Firm

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY NAME: Apruzzese, McDermott, Mastro & Murphy, P.C.

PRINT NAME: Robert J. Merryman

TITLE: Attorney at Law

SIGNATURE: 

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this first day of January, 2018 between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of Apruzzese, McDermott, Mastro & Murphy (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, Liberty Corner, New Jersey 07938.

WITNESSETH:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 14, 2017.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2018, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2018 to December 31, 2018 in accord with a proposal dated December 6, 2017, and at the rates set forth herein on Exhibit 1 which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

4. Payment in accordance with the terms of this Contract shall be made in the following manner:

The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract was given, the Contractor's voucher shall be audited by the Business Administrator or his designee, and if found to be in proper form, shall be processed for payment. Payments due hereunder shall be made within 30 days after approval and acceptance of the Contractor's performance by the Business Administrator or his designee.

5. This Contract shall be binding upon and inure to the benefits of the parties hereto and to their successors and assigns.

6. Contractor agrees that it will comply with all local, state and federal laws, codes, regulations and alike applicable to this Contract or the conduct of its business. Failure to abide

by any such authority shall be deemed a breach of this Contract and shall entitle the Township to cancel this Contract without further obligation to the Contractor.

7. Incorporated by reference in this Contract is the Mandatory Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, which is hereinafter designated as Exhibit A.

IN WITNESS WHEREOF, the Township has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

TOWNSHIP OF CLARK

By:


EDITH L. MERKEL, RMC
Township Clerk

By:


SALVATORE BONACCORSO,
Mayor

ATTEST:

**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**



By:

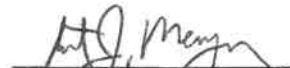

A Member of the Firm

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-1, et seq., (P.L. 1975, C. 127) N.J.A.C. 17:27

GOOD, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 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, where applicable, 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 afford equal employment opportunities to minority and women 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, 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 documents:

Letter of Federal Affirmative Action Plan Approval; or

Certificate of Employee Information Report; or

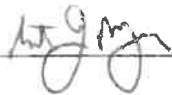
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor and its Subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance, as may be requested by the Division 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.**

Company Name: Apruzzese, McDermott, Mastro & Murphy, P.C.

Print Name: Robert J. Merryman, Esq.

Title: Principal

Signature: 

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF **N.J.S.A. 10:5-31, et seq., N.J.A.C. 17:27**

CONTRACT FOR LABOR COUNSEL

THIS AGREEMENT entered this *17* day of *January*, 20 *17* between the **TOWNSHIP OF CLARK**, a municipal corporation in the County of Union and State of New Jersey (hereinafter referred to as the "Township"), having municipal offices located at 430 Westfield Avenue, Clark, New Jersey 07066, and the firm of Apruzzese, McDermott, Mastro & Murphy (hereinafter referred to as the "Contractor"), having its principal place of business located at 25 Independence Boulevard, Liberty Corner, New Jersey 07938.

WITNESSETH:

WHEREAS the Township of Clark solicited proposals pursuant to the New Jersey Public Contracts Law for "**Labor Counsel Services**" in order to award a professional services contract for same as and when needed by the Township in accordance with a certain Request for Proposal by the Township of Clark dated November 17, 2016.

WHEREAS the Contractor, a law firm, submitted a proposal for their services as set forth in Exhibit 1, which proposal meets the requirements of the Township as specified by the Business Administrator.

WHEREAS the Township has authorized the execution of a contract with the said Contractor for the aforesaid "**Labor Counsel Services**" for use by the Township of Clark for the year 2017, subject to receipt and execution of all documents required by the Specifications, and the review and approval by the Business Administrator of all required documentation, for the Township.

THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, the parties agree as follows:

1. The Contractor shall provide the **Labor Counsel Services** for the Township of Clark as and when needed for the year January 1, 2017 to December 31, 2017 in accord with a proposal dated December 7, 2016, and at the rates set forth herein on ~~Exhibit 1~~ ^{page 12 of the RFP} which proposal is on file in the office of the Township Clerk, 430 Westfield Avenue, Clark, New Jersey in the Township of Clark, County of Union and State of New Jersey.

2. The Contractor shall comply with all respects of the terms and conditions of the aforesaid proposal and all documents submitted as part of or in support of its proposal; copies of which are on record in the office of the Township Clerk and are considered as part of the within agreement.

3. This Contract shall be effective in accordance with the exhibits referred to herein, which exhibits are specifically incorporated herein by reference as contract documents.

4. Payment in accordance with the terms of this Contract shall be made in the following manner:

The Contractor shall submit to the Township of Clark vouchers in proper form evidencing completion of all work recited therein in accordance with the terms of the Proposal for which this Contract was given, the Contractor's voucher shall be audited by the Business Administrator or his designee, and if found to be in proper form, shall be processed for payment. Payments due hereunder shall be made within 30 days after approval and acceptance of the Contractor's performance by the Business Administrator or his designee.

5. This Contract shall be binding upon and inure to the benefits of the parties hereto and to their successors and assigns.

6. Contractor agrees that it will comply with all local, state and federal laws, codes, regulations and alike applicable to this Contract or the conduct of its business. Failure to abide

by any such authority shall be deemed a breach of this Contract and shall entitle the Township to cancel this Contract without further obligation to the Contractor.

7. Incorporated by reference in this Contract is the Mandatory Equal Employment Opportunity Language of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, which is hereinafter designated as Exhibit A.

IN WITNESS WHEREOF, the Township has hereby caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed the day and year above written.

TOWNSHIP OF CLARK

By:


EDITH L. MERKEL, RMC
Township Clerk

By:

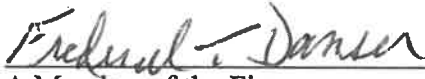

SALVATORE BONACCORSO,
Mayor

ATTEST:

**APRUZZESE, McDERMOTT, MASTRO
& MURPHY**


Amy Marie
Asst. Secretary

By:


A Member of the Firm

Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Township of Clark.

Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the proposal.

Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the Respondent's ability to accomplish these tasks as stated.

Cost

Special Counsel to the Township of Clark – The Township of Clark requires from time to time special counsel to represent it in litigated matters, contested tax appeals and to provide such other extraordinary legal services as may be required. The compensation for such services shall be at the rate of \$150 per hour up to the maximum budgetary amount provided for such services in the municipal budget of the Township of Clark.

Labor Attorney – The Township of Clark has established a rate of not more than \$175.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, preparation of ordinances, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Township of Clark. Any additional charges not included above must be so noted and must accompany this submission.

Bond Counsel – The Township of Clark has established a rate of not more than \$150.00 per hour for all legal services required. Services billed at this rate shall include, but not be limited to, telephone calls, correspondence, legal research, resolutions and contracts, negotiations, meetings, hearings, litigation and other services rendered on behalf of the Township of Clark. Rates or fees for other bond/note preparatory services must accompany this submission.

Planning Board Attorney – The Township of Clark Planning Board has established a rate of not more than \$450.00 per meeting and \$150.00 per hour for all legal services required. Services billed at this rate shall include, but not be

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY NAME: Apruzzese, McDermott, Mastro & Murphy

PRINT NAME: Frederick T. Danser

TITLE: Vice President

SIGNATURE: 