

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2017** to **15-MAY-2024**

ANTONELLI KANTOR, PC
1000 STUYVESANT AVE.
UNION

NJ 07083



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

THIS PROFESSIONAL SERVICES AGREEMENT, entered into this 5th day of August 2019.

BY AND BETWEEN

THE TOWNSHIP OF LIVINGSTON, a Municipal Corporation of the State of New Jersey, with offices located at 357 South Livingston Avenue, Livingston, New Jersey 07039 (hereinafter "Livingston");

- and -

Antonelli Kantor, PC (hereinafter "Antonelli"), with offices located 1000 Stuyvesant Avenue, Suite #1, Union, NJ 07083.

WITNESSETH:

WHEREAS, Livingston requires certain specialized professional services; and

WHEREAS, Antonelli is willing to perform such services for Livingston; and

WHEREAS, the Township Council of the Township of Livingston desires that Antonelli provide professional legal services for Special Counsel for the Township Livingston and wishes to enter into Professional Services Agreement with Antonelli.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

This Agreement shall constitute a Professional Services Agreement for Special Counsel.

1. **SCOPE OF SERVICES**. Antonelli agrees to perform all of the necessary services as required in connection with Special Counsel as noted in the Township of Livingston's RFP 013-2019 and in their proposal dated July 23, 2019 which are incorporated herein in their entirety and shall do, perform and carry out such services in a satisfactory and proper manner.

(a) **COMPENSATION**. Antonelli shall be compensated at the rate of one hundred seventy-five dollars (\$175.00) per hour for services performed. The total compensation described herein shall not exceed the amount appropriated for twenty thousand dollars (\$20,000.00) unless authorized by the Township Council of Livingston or for the performance of added emergent services. Consistent with current practice, invoices shall be submitted detailing all of the services that are performed.

2. **TIME AND PERFORMANCE.** Services of Antonelli under this Agreement shall be performed for the period commencing August 5, 2019, and ending December 31, 2019.

The billing for payment under this Contract shall be by the submission of vouchers stating specifically the percent complete of each phase of the project has been completed and a detailed description of the services performed. Payment shall be in accordance with the specified salary and approved vouchers.

3. **PART II - TERMS AND CONDITIONS INCORPORATED HEREIN.** Part II-Terms and Conditions, attached hereto and made a part hereof, is incorporated into and made part of this Contract, except to the extent inconsistent with the terms and provisions herein, or any Livingston Ordinance, or any law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the date first above written.

**TOWNSHIP OF LIVINGSTON
CONTRACT FOR PROFESSIONAL SERVICES
PART II
TERMS AND CONDITIONS**

TERMINATION OF CONTRACT.

Notwithstanding the term of this contract or any other provisions, Livingston may terminate this contract at any time by a notice in writing from Livingston to the Consultant. Termination may be for cause or for the convenience of Livingston; no reason for termination is required or need be cited by Livingston, which reserves the right and option to terminate this contract at any time. In the event of termination, all unfinished or finished documents, data, studies, legal research, files and reports prepared by the consultant under this contract or prior contracts for the same or similar services to Livingston, shall, at the option of Livingston, become its property and shall be delivered to Livingston, become its property and shall be delivered to Livingston upon its request. Subsequent to the delivery of the foregoing, the consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed by the consultant at the rate and to the maximum amount specified in Part I of this Contract. Notwithstanding the above, the consultant shall not be relieved of liability to Livingston by virtue of any breach of the contract by the consultant for the purpose of set off until such time as the exact amount of damages or other losses due Livingston from the consultant is determined. The consultant shall have no right to retain or withhold any documents, data, studies, reports, etc., prepared by the consultant for or on behalf of Livingston, and the consultant waives any lien he may have to the same. The consultant's rights and claims shall be limited to monetary compensation as specified in this contract.

CHANGES AND AMENDMENTS.

Livingston may, from time to time, request changes or amendments in the scope of the services of the consultant to be performed hereunder. Such changes or amendments, including changes in the amount of the consultant's compensation, which are mutually agreed upon by and between Livingston and the Consultant, shall be incorporated into written amendments to this contract and submitted to Livingston for approval. No change or amendment which enlarges the scope of the services or changes the amount of the consultant's compensation shall be valid or binding upon Livingston until duly authorized by formal action of the governing body.

PERSONNEL.

Consultant represents that they have or will secure at the firm's expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with Livingston. All services required hereunder will be performed by the consultant or under his supervision. All trials, hearings and appearances, in the case of attorneys, shall be performed by the named consultant unless otherwise authorized by the Township Council.

CLAIMS AND DISPUTES PERTAINING TO COMPENSATION OR RATES.

Claims or disputes pertaining to rates or other compensation for the consultant or any other employees of the firm performing work under this contract shall not delay or affect the continued performance of the consultant hereunder. All or portions of payments requested in vouchers submitted by consultant may upon written notice to the consultant be withheld by Livingston, without liability and without affecting the progress of the work hereunder, until the claim or dispute has been satisfactorily resolved.

COMPLIANCE WITH THE LAWS.

Consultant shall comply with all applicable laws, ordinances and codes of the State and all other governmental agencies having jurisdiction which are in effect at the time the services are performed and shall and does hereby agree to forever defend Livingston with respect to the consultant's full compliance therewith.

The Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of the final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

PROHIBITION ON CAMPAIGN CONTRIBUTIONS

Consultant agrees, acknowledges and understands that pursuant to the terms of N.J.S.A. 19:44A-20.5 et seq., that it is prohibited from making a reportable campaign contribution during the term of the Contract to a municipal candidate, municipal candidate committee (individual or joint) or municipal political party committee in the Township of Livingston if a member of that political party is in an elective public office of the municipality when the contract is awarded.

INSURANCE.

A. Insurance Requirements

1. Professional Liability Insurance

Limits shall be a minimum of Two Million Dollars (\$2,000,000).

B. Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted after contract award. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and from an insurance company rated A- or better by AM Best. All certificates shall name the TOWNSHIP as an additional insured, with respect to general liability.

C. Indemnification

The contractor agrees to indemnify, defend and hold harmless the Township, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorneys' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any

character or on account of any act, claim or amount arising or recovered under Workers' Compensation law, to the extent arising out of negligence or willful misconduct of the contractor or those acting under contractor. It is the intent of the parties to this contract that the indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss, or damage or any nature whatsoever.

PERSONAL SERVICE CONTRACT.

This is a personal service contract with the consultant and said consultant may not assign, sublet or transfer this contract, nor any interest herein, nor any of the services required to be performed hereby, without the written consent of the Livingston Township Council.

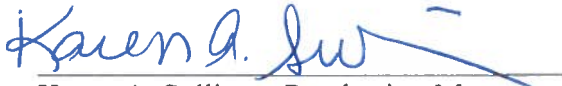
ORAL MODIFICATION.

This Contract may not be modified or changed orally.

AFFIRMATIVE ACTION.

The consultant agrees to comply with the mandatory requirements set forth in Exhibit "A" attached hereto and made a part hereof.

ATTEST:


Karen A. Sullivan, Purchasing Manager

TOWNSHIP OF LIVINGSTON, a Municipal
Corporation of the State of New Jersey

By: 
Barry R. Lewis, Jr., Township Manager

WITNESS:



ANTONELLI KANTOR, PC

By: 

(REVISED 4/10)

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 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.**