

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 20 day of January, 2022, between, Clifton Public School District, with offices located at 745 Clifton Avenue, Clifton, New Jersey 07013, (hereinafter, "Client") and **DAVID L. MINCHELLO, ESQ.** of the firm of **RAINONE COUGHLIN & MINCHELLO, LLC**, a Limited Liability Corporation of the State of New Jersey with offices located at 555 U.S. Highway One South, Suite 440, Iselin, New Jersey.

WITNESSETH:

WHEREAS, Clifton Public School District requires the services of an Attorney pertaining to construction related legal matters; and

WHEREAS, **DAVID L. MINCHELLO, ESQ.** of **RAINONE COUGHLIN MINCHELLO, LLC** is capable of and willing to perform such services; and

WHEREAS, it is the intention of the parties to this Agreement that neither the firm of **RAINONE COUGHLIN MINCHELLO, LLC** nor its attorneys be considered an employee of the Clifton Public School District, but rather as providing legal services under contract.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** **DAVID L. MINCHELLO, ESQ.** agrees to provide all of the necessary and proper legal services as required by the Clifton Public School District to perform the duties and obligations of Construction Attorney and as may be assigned by **THE CLIFTON PUBLIC SCHOOL DISTRICT** (collectively, the "Legal Services"), and shall do, perform and carry out the Legal Services in a satisfactory and proper manner. **DAVID L. MINCHELLO, ESQ.** may perform the Legal Services personally or may delegate performance to any other licensed attorneys at the firm, and all such Legal Services shall be performed under his/her supervision.

2. **COMPENSATION.**

All services rendered by the Firm, Rainone, Coughlin, Minchello, LLC, will be compensated at a rate of \$175.00 per hour for all services provide.

The Clifton Public School District shall also be responsible for expenses for expert or other testimony or evidence, costs of printing, transcripts, filing fees and all other disbursements and expenses incurred by the Firm.

3. **TERM OF AGREEMENT.** Legal Services under this Agreement shall be performed for the period commencing on January 20, 2022 and ending on December 31, 2022.

4. **BILLING.** The compensation referred to in Paragraph 2, above, shall be payable on a monthly basis upon submission of an appropriate voucher accompanied by a statement to Clifton Public School District setting forth the Legal Services rendered during the period. David L. Minchello, Esq. and Rainone Coughlin Minchello, LLC shall make every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, shall review all bills promptly upon receipt and bring any billing issues to the attention of RCM for prompt review so that any errors may be addressed.

5. **PROFESSIONAL LIABILITY INSURANCE.** Rainone, Coughlin, Minchello, LLC shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000 and submit proof of coverage to Clifton School District.

6. **AFFIRMATIVE ACTION.** The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and

obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

7. **APPROVING RESOLUTION INCORPORATED.**

This Agreement is subject to the approval, by resolution, of THE CLIFTON PUBLIC SCHOOL DISTRICT and is hereby incorporated herein by reference, as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

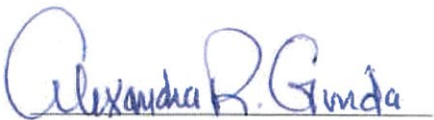
ATTEST:

5.1.25



Date:

RAINONE COUGHLIN MINCHELLO, LLC



David L. Minchello, Esq.

Date:

5/1/25

Rainone Coughlin Minchello, LLC

555 U.S. Highway One South,
Suite 440
Iselin, NJ 08830
Telephone: 7327094182
Fax: 7327911555

February 05, 2024

Invoice No. 18221

Clifton School District
290 Brighton Road
Clifton, NJ 07012

Client Number: 4642 Clifton School District

Matter Number: 138-0001 CLIFTON SCHOOL DISTRICT General PO No 604222

For Services Rendered from 10/1/2023 Through 1/31/2024.

Fees				
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
1/9/2024	SS	R/R Working Draft (A201-2017 4098)	3.80	\$665.00
1/10/2024	SS	R/R cover (4230)	0.20	\$35.00
1/10/2024	SS	R/R Instruction to Bidders (4230)	0.40	\$70.00
1/10/2024	SS	R/R list of drawings (4230)	0.20	\$35.00
1/10/2024	SS	R/R attachments notice to bidders (4230)	0.30	\$52.50
1/10/2024	SS	R/R attachment RFI form (4230)	0.30	\$52.50
1/10/2024	SS	R/R Table of Contents (4230)	0.30	\$52.50
1/10/2024	SS	R/R Working Draft (A101-2017 4098)	2.50	\$437.50
1/10/2024	SS	R/R Working Draft (A201-2017 4098)	2.70	\$472.50
1/10/2024	SS	R/R attachment AA201	0.30	\$52.50
1/10/2024	SS	R/R attachment aa201ins	0.30	\$52.50
1/10/2024	SS	R/R PLA	0.50	\$87.50
1/12/2024	SS	T/C Rodney Watkins	0.40	\$70.00
1/12/2024	SS	R/R correspondence client	0.20	\$35.00
Billable Hours / Fees:			12.40	\$2,170.00

Timekeeper Summary

Timekeeper SS worked 12.40 hours at \$175.00 per hour, totaling \$2,170.00.

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Client Number: 4642
Matter Number: 138-0001

2/5/2024

Page: 2

Current Invoice Summary

Current Fees:	\$2,170.00
Advanced Costs:	\$0.00
TOTAL AMOUNT DUE:	<u>\$2,170.00</u>

Thank You for Letting Us Serve You.

Payment Due Upon Receipt.

Rainone Coughlin Minchello, LLC

555 U.S. Highway One South,
Suite 440
Iselin, NJ 08830
Telephone: 7327094182
Fax: 7327911555

March 06, 2024

Clifton School District
290 Brighton Road
Clifton, NJ 07012

Invoice No. 18487

Client Number: 4642 Clifton School District
Matter Number: 138-0001 CLIFTON SCHOOL DISTRICT General PO No 604222
For Services Rendered from 1/1/2024 Through 2/29/2024.

Fees				
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
2/20/2024	SS	R/R correspondence client	0.20	\$35.00
2/22/2024	HAL	email from K. Ross re addenda to bid - music & classroom renovations	0.20	\$35.00
2/22/2024	HAL	review addenda for music room renovations bid	0.70	\$122.50
2/22/2024	HAL	review addenda for classroom renovation bid	0.80	\$140.00
Billable Hours / Fees:			<u>1.90</u>	<u>\$332.50</u>

Timekeeper Summary

Timekeeper HAL worked 1.70 hours at \$175.00 per hour, totaling \$297.50.

Timekeeper SS worked 0.20 hours at \$175.00 per hour, totaling \$35.00.

Current Invoice Summary

Current Fees:	\$332.50
Advanced Costs:	\$0.00
TOTAL AMOUNT DUE:	<u>\$332.50</u>

Thank You for Letting Us Serve You.
Payment Due Upon Receipt.

Rainone Coughlin Minchello, LLC

555 U.S. Highway One South,
Suite 440
Iselin, NJ 08830
Telephone: 7327094182
Fax: 7327911555

April 03, 2024

Invoice No. 18742

Clifton School District
290 Brighton Road
Clifton, NJ 07012

Client Number: 4642 Clifton School District
Matter Number: 138-0001 CLIFTON SCHOOL DISTRICT General PO No 604222
For Services Rendered from 1/1/2024 Through 3/31/2024.

Fees				
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
3/8/2024	SS	R/R correspondence client	0.20	\$35.00
Billable Hours / Fees:			<u>0.20</u>	<u>\$35.00</u>

Timekeeper Summary

Timekeeper SS worked 0.20 hours at \$175.00 per hour, totaling \$35.00.

Current Invoice Summary

Current Fees:	\$35.00
Advanced Costs:	\$0.00
TOTAL AMOUNT DUE:	<u>\$35.00</u>

Thank You for Letting Us Serve You.
Payment Due Upon Receipt.

RAINONE COUGHLIN MINCHELLO, LLC

555 U.S. Highway One South,
Suite 440
Iselin, NJ 08830
Telephone: 7327094182
Fax: 7327911555

November 05, 2024

Invoice No. 20612

Clifton School District
290 Brighton Road
Clifton, NJ 07012

Client Number: 4642 Clifton School District

Matter Number: 138-0001 CLIFTON SCHOOL DISTRICT General PO No 604222

For Services Rendered from 6/1/2024 Through 10/31/2024.

Fees

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
9/24/2024	HAL	correspondence with A. Marchione & A. Sheahata re COR #93 POBC (x6)	1.20	\$210.00
9/24/2024	HAL	t/c with A. Shehata re POBC change order	0.30	\$52.50
9/24/2024	HAL	t/c with A. Marchione re POBC change orders	0.30	\$52.50
9/24/2024	HAL	research change order regulations under LPCL	0.60	\$105.00
Billable Hours / Fees:			2.40	\$420.00

Timekeeper Summary

Timekeeper HAL worked 2.40 hours at \$175.00 per hour, totaling \$420.00.

Cost Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Check No.</u>
9/24/2024	B/W Photocopies	\$1.25	
9/24/2024	B/W Photocopies	\$49.40	
9/24/2024	B/W Photocopies	\$49.40	
9/24/2024	B/W Photocopies	\$1.25	
9/24/2024	B/W Photocopies	\$49.40	
9/24/2024	B/W Photocopies	\$49.40	
Total Costs		\$200.10	

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Client Number: 4642
Matter Number: 138-0001

11/5/2024
Page: 2

Current Invoice Summary

Current Fees:	\$420.00
Advanced Costs:	\$200.10
TOTAL AMOUNT DUE:	<u>\$620.10</u>

Thank You for Letting Us Serve You.
Payment Due Upon Receipt.