

***Agreement between Owner and Contractor
Professional Services***

AGREEMENT made as of the 15th day of September, 2020.

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

THE TOWNSHIP OF NUTLEY

Township Hall
1 Kennedy Drive
Nutley, New Jersey 07110

Telephone: 973-284-4951

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

Inglesino, Webster, Wyciskala & Taylor, LLC

600 Parsippany Road
Suite 204
Parsippany, New Jersey 07054

Telephone: 973-947-9131
Telefax: 973-887-2700

The Owner and Contractor agree as follows.

ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Between Owner and Contractor, the Resolution of the Owner, Contractor's proposal letter dated August 18, 2020, any documents included as Addenda, issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other writings detailing the scope of work and the price associated therewith, and any documents, included as Addenda, issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE SERVICE OF THIS CONTRACT

The general description of the services (hereinafter the "Work") to be performed by the Contractor for the Owner is: **Special Redevelopment Counsel with respect to the Nutley Downtown Area including the Ciccolini site.** The Work, which forms the basis of this Agreement, is more fully described and identified in the Owner's Municipal Resolution No. 185-20 and Contractor's proposal letter dated August 18, 2020. Contractor shall have the authority to enter into agreements with consultants it deems necessary to support the Contractor and the needs of the municipality in relation to the Diamond Springs property.

ARTICLE 3 PERFORMANCE UNDER THE CONTRACT

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

ARTICLE 4 DATE OF AGREEMENT AND COMPLETION

4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. *(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of Agreement (if different): September 1, 2020

4.2 The Contract Time shall be measured from the date of commencement, September 1, 2020 and shall run until December 31, 2020.

ARTICLE 5 CONTRACT SUM

The Owner shall pay the Contractor to provide such services at an hourly rate of \$215.00 for attorneys and an hourly rate of \$100.00 for paralegal or law clerk work. The Contract sum is not to exceed \$25,000.00.

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), and the Owner's Representative's verification that performance by the Contractor is substantially as set forth in the Application for Payment (invoice/bill), which verification shall be made to the Director of Public Safety, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner's Representative receives the Application for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 The Owner's representative is:

Name: Mauro G. Tucci
Title: Mayor
Address: One Kennedy Drive
Nutley, New Jersey 07110
Telephone: (973) 284-4969
Telefax: (973) 284-0972

7.2 The Contractor's representative is:

Name: John P. Inglesino, Esq.
Firm: Inglesino, Webster, Wyciskala & Taylor, LLC
Address: 600 Parsippany Road, Suite 204
Parsippany, New Jersey 07071
Telephone: 973-947-7131
Telefax: 973-887-2700

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 (Professional Services) Agreement between Owner and Contractor, prepared by the Township of Nutley.

8.1.2 The Resolution of the Owner No. 185-20.

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.

ARTICLE 9: GOODS, 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 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

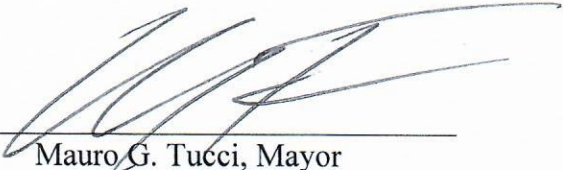
Certificate of Employee Information Report

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).

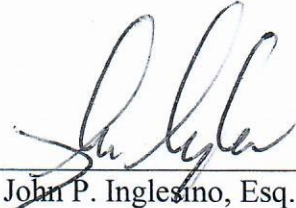
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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: 
Mauro G. Tucci, Mayor

CONTRACTOR:
Inglesino, Webster, Wyciskala & Taylor,
L.L.C.

By: 
John P. Inglesino, Esq.

Contractor Corporate Acknowledgment

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

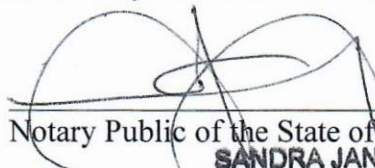
STATE OF NEW JERSEY)

: ss.

COUNTY OF Morris)

I certify that on (insert date) September 2, 2020, (insert name of corporate/LLC officer) John P. Implesino, (insert title of corporate/LLC officer) Managing Partner of the Contractor, personally came before me, a Notary Public of (insert State of signing) New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

- (a) is the (insert title) Managing 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/LLC, duly authorized by a proper resolution by its Board of Directors.


Notary Public of the State of New Jersey
SANDRA JANKOLA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2412655
My Commission Expires 9/22/2021

Owner Municipal Corporate Acknowledgment

(To be executed where the Owner is a municipal corporation)

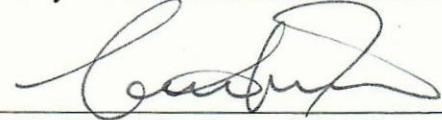
STATE OF NEW JERSEY)

: ss.

COUNTY OF ESSEX)

I certify that on (insert date) September 15, 2020, Mauro G. Tucci, 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

**INGLESINO WEBSTER
WYCISKALA TAYLOR, LLC**
ATTORNEYS AT LAW

600 PARSIPPANY ROAD, SUITE 204
PARSIPPANY, NEW JERSEY 07054
T (973) 947-7111
FAX (973) 887-2700
www.iwt-law.com

JOHN P. INGLESINO
Direct: (973) 947-7131
jinglesino@iwt-law.com

August ¹⁸ 2020

Township Commissioners
Township of Nutley
Township Hall
1 Kennedy Drive
Nutley, New Jersey 07110

**Re: *Special Redevelopment Counsel
Downtown Redevelopment Including
Cicolini Site***

Dear Commissioners:

This letter shall confirm the Township of Nutley (the "Township") retention of the law firm of Inglesino, Webster, Wyciskala & Taylor, LLC (the "Firm") for representation as Special Redevelopment Counsel with respect to the redevelopment of the Downtown area including the Cicolini site.

The Township understands and agrees to pay the Firm's legal fees based upon the hours expended by the individual attorneys and paralegals assigned to this matter. Attorneys will bill at the hourly rate of \$215.00 per hour and paralegals and law clerks will bill at the hourly rate of \$100.00 per hour.

The Township further understands that, in addition to the foregoing fees, the Township will be responsible for all fees incurred and out-of-pocket disbursements expended on behalf the Township including, but not limited to: filing fees, travel and related expenses; telecopying, photocopies, legal research, transcripts of public meetings, special stenographic services, messenger service, Federal and or Airborne Express and Express Mail, postage and telephone and the like.

The Township also understands that it will be billed on a monthly basis with respect to hourly fees, and the Township agrees to pay those bills within thirty (30) days of receipt. In the event the Township fails to pay any bill in accordance with the above arrangement, the Firm shall be entitled to withdraw from our representation.

Very truly yours,

JOHN P. INGLESINO

Agreed to and Accepted
Township of Nutley

By: 

Mauro Tucci,
Mayor

Municipal Corporate Acknowledgment

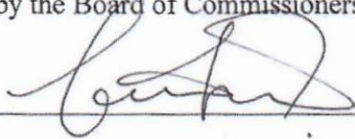
STATE OF NEW JERSEY)

: ss.

COUNTY OF ESSEX)

I certify that on August 18, 2020, Mauro Tucci, Mayor, of the Township, 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 NJ

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