

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE CITY OF ENGLEWOOD
AND
THA CONSULTING, INC.**

THIS CONTRACT, entered into this _____ day of April, 2024, by and between the City of Englewood, a municipal corporation of the State of New Jersey, with offices located at 2-10 North Van Brunt Street, Englewood, New Jersey 07631 (hereinafter referred to as “City”) and THA Consulting, Inc., with offices located at 144 Livingston Avenue, New Brunswick, New Jersey, 08901 (hereinafter referred to as “Contractor”).

WITNESSETH

WHEREAS, the City requires the services of a qualified person(s) and/or firms to provide restoration documentation and construction administrative services for the repairs of the 28 Dean Street Parking Garage; and

WHEREAS, the City has determined, based on professional experience and reputation, to award a contract for such services to THA Consulting, Inc., pursuant to N.J.S.A.19:44A-20.5 as an “other than fair and open” contract as defined therein; and

WHEREAS, this contract shall be subject to the requirements and prohibitions contained in Ordinance 07-31 of the Englewood City Code which prohibits the award of public contracts with a value not to exceed of \$17,500 to certain political contributors as well as the requirements set forth in state regulations on the same subject and the Contractor has submitted to the City any required certifications concerning compliance with these two requirements; and

WHEREAS, the Contractor has submitted to the City the “Certificate of Employee Information Report: in compliance with N.J.S.A. 17:27-1.1, and a Business Registration Certificate; and

WHEREAS, the City Manager has determined that the anticipated payments under said contract will not exceed \$28,400; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) authorizes the award of professional services contracts without competitive bidding; and

WHEREAS the City Council has authorized this contract at their meeting on March 19, 2024; and

WHEREAS, the parties wish to mutually set forth the compensation and terms and conditions of the agreement; and

WHEREAS, Contractor has heretofore completed and submitted a Business Entity Disclosure Certification which certifies that Contractor has not made any reportable contributions to any candidate or political party committee that would bar the award of this contract, and that the contract will prohibit Contractor from making any reportable contributions during the term of this contract, and that Contractor has also completed and submitted a Political Contribution Disclosure Form; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to make this award and a copy of same is available in the office of the City Clerk.

NOW, THEREFORE, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. SCOPE OF SERVICES

- (a) Contractor agrees to perform all legal services required by the City as determined by the City Manager, and as set forth in the Contractor's proposal dated January 24, 2024.
- (b) Contractor agrees to perform such other related services as may be requested by the City Manager from time to time.

2. PERSONNEL

- (a) All of the services required hereunder shall be performed by fully qualified personnel of Contractor. Contractor shall provide itemized monthly invoices for services which shall include the nature of the work performed, personnel involved, number of hours and hourly rates for each individual, and any out of pocket costs.
- (b) None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the City Council.

3. TIME OF PERFORMANCE

- (a) It is understood and agreed by and between the parties hereto, that this Contract shall be for a period as designated by the City during which time Contractor agrees to perform said services in such sequence as to assure their expeditious completion in light of the purpose of this Contract. This contract may be extended by the mutual consent of the parties which consent shall be set forth in writing on or before such date.
- (b) In the event that Contractor fails to perform in a timely manner, the Contractor may be considered in default of this Agreement.

4. COMPENSATION

(a) The services to be provided under Section 1 shall be compensated in accordance with the attached fee schedule contained in the Contractor's proposal submitted January 24, 2024.

(b) The Contractor agrees to have available upon request its books and records for inspection by appropriate officials concerning the charges, fees and costs under this Contract.

5. SERVICES AND DOCUMENT CONFORMANCE/APPROVAL

(a) All services rendered and all documents prepared by Contractor in connection with the performance of the duties provided hereunder shall strictly conform to all laws, statutes, and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered and the documents are prepared.

(b) All of the services required of the Contractor shall be performed to the satisfaction of, and with the approval of, the City, which approval shall not be unreasonably withheld.

6. DOCUMENT OWNERSHIP

All documents pertaining to the work required hereunder and prepared by Contractor in the performance of this Contract shall be considered property of the City.

7. DUE DILIGENCE

Contractor shall enter upon the performance of this Contract with all due diligence and dispatch and shall endeavor to complete its performance and shall perform its services in accordance with that degree of care and skill normally exercised in accordance with recognized professional standards.

8. TERMINATION

(a) The City reserves the right to terminate this Contract under the provisions of Section 3(b).

(b) The City reserves the right to terminate this Agreement after due notice after failure of the contractor to comply with the provisions of this contract and / or to perform said required services in a timely, professional, and effective manner.

(c) All finished and unfinished documents, data, studies, agreements and/or reports prepared by Contractor shall be delivered to the City in accordance with Section 6. Document Ownership.

9. ASSIGNMENT

This Contract shall not be assigned or assignable, either by action of the Contractor or by law.

10. ERRORS AND OMISSIONS

The City reserves the right to deny payment of the part of any fee which is based on an increase in costs for the preparation of documents or services resulting from an error or omission of the Contractor.

11. BUSINESS REGISTRATION

Contractor has provided the City with a copy of its New Jersey Business Registration Certificate and the Contractor agrees that this registration shall remain in good standing during the term of the agreement. If the contractor employs subcontractors for any of the work required under this contract, the contractor shall obtain from these subcontractors their Business Registration Certificate and shall forward them to the City.

12. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the City, its officials, officers agents and employees from and against any and all losses, claims, actions, damages, liability and expenses, arising from Contractor's negligent acts or omissions, or the negligent acts or omissions of Contractor's agents, sub-consultants, employees or servants, pursuant to this Contract.

13. INSURANCE

During the term of this agreement Contractor shall maintain Professional Liability Insurance with a minimum amount of \$2 million per claim and \$2 million aggregate coverage. A certificate of insurance naming the City of Englewood as an additional insured shall be provided to the City.

14. FIRM HISTORY

Contractor represents that no corporation, partnership, individual or association, officer, director, manager, parent, subsidiary, affiliate or principal shareholder of said

Contractor, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

15. AFFIRMATIVE ACTION

During the term of this Contract the Contractor agrees to comply with the requirements of the following:

The Equal Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. which are set forth in Addendum A.

16. AUTHORIZATION

The City represents and warrants that this Contract has been duly authorized and when executed by the City Manager shall be a validly executed, binding and enforceable agreement.

17. DISPUTE RESOLUTION

Any dispute arising under this Contract shall be referred to mediation under the rules of the American Arbitration Association prior to instituting suit. Any and all litigation respecting this Contract following mediation shall be commenced in the Superior Court of the State of New Jersey with a venue in Bergen County, New Jersey.

18. GOVERNING LAW

This contract shall be governed by the laws of the State of New Jersey.

(Signature page follows)

IN WITNESS WHEREOF, the City has caused these presents to be duly executed and the Contractor has caused these presents to be duly executed, as of the day and year first written above.

CONTRACTOR



THA Consulting, Inc.
James M. Ellis

CITY OF ENGLEWOOD



Robert S. Hoffmann
City Manager

WITNESS:



Lansen Steiner

ATTEST:



Yancy Wazirmas
City Clerk