

PROFESSIONAL SERVICES CONSULTING AGREEMENT

AGREEMENT, made this 15th day of January 2008, by McDonough & Rea Associates, Inc., represented by John Rea, PE, 1431 Lakewood Road, Suite C, Manasquan NJ 08736 (hereafter referred to as "Consultant"), and the Township of Lawrence, a municipal corporation in the County of Mercer and State of New Jersey (hereafter referred to as the "Township"), 2207 Lawrence Road, P. O. Box 6006, Lawrenceville, New Jersey 08648;

WHEREAS, the Township and Consultant desire to enter into an agreement for the performance by Consultant of professional services in connection with certain activities being conducted by the Township, as hereafter more particularly stated;

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** Consultant shall use best efforts, in accordance at least with prevailing minimum area standards for same, to perform professional services and other related duties, including the rendering of such progress and final reports in such form and content as may be requested in writing from time to time by the Township, as follows: Provide traffic engineering services for the Lawrence Township Planning Board in the Quakerbridge Mall matter, and at all times act as an independent professional contractor and not as an employee of the Township, and shall have no authority to act as an agent or representative of the Township or to enter into any financial or other contractual commitment on behalf of the Township without the prior written approval of same granted in accordance with law. This Agreement shall be effective from January 1, 2008 to January 15, 2009 unless sooner terminated as provided hereafter.

2. **PAYMENT.**

(a) **Fee Paid.** The Township shall pay Consultant a fee on the basis of proposal dated April 17, 2007 subject to a maximum of \$10000, appropriated for services performed hereunder during the term of this Agreement. Payment for fractional periods shall be pro-rata. Time spent in travel hereunder shall not be deemed to be time spent on such work, and there shall be no reimbursement for expenses incurred in travel between Consultant's place of business or residence and the Township Municipal Building. There shall be no reimbursement for photocopying expenses or facsimile transmission expenses. The foregoing provisions shall constitute the sole and exclusive compensation due Consultant under this Agreement.

(b) **Rendition of Invoices.** Payment of fees will be made upon the submission by Consultant to the Department of Finance office of the Township of invoices in the form prescribed by the

Township. Such invoices shall be submitted monthly, to be received by the Township not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed and the services performed.

3. **TERMINATION.** This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by either party giving seven (7) days written notice to the other.

4. **CONFLICTS OF INTEREST.** Consultant represents that neither he nor his firm is now performing, nor will perform during the period of effectiveness of this Agreement, any consulting or other services for any person, firm or corporation which results or might result in a conflict of interest between Consultant and the Township, directly or indirectly. Consultant agrees promptly to disclose any and all such conflicts of interest in writing to the Township, giving full particulars.

5. **TITLE TO DATA AND PROPERTY PRODUCED BY CONSULTANT.** Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Township and Consultant, and Consultant shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the Township.

6. **CONFIDENTIALITY.** Consultant agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Township, which consent shall not unreasonably be refused, and to both require and furnish copies to the Township of an identical covenant executed by all agents, employees, or subcontractors of Consultant participating in the rendering of the services hereunder.

7. **INSURANCE AND INDEMNITY.** Consultant shall pay all lawful costs and charges incurred by Consultant in the performance of services hereunder, whether or not reimbursable to Consultant by the Township, including, but not limited to, salaries and wages of Consultant's employees (the latter in accordance with applicable minimum wage laws), and shall procure and maintain such employer insurance coverage as is required by law for Workmen's Compensation, Employer's Liability, Disability and Unemployment. Consultant shall and does hereby agree to indemnify, defend and hold the Township harmless from any and all claims, expenses, costs, damages or liability, including counsel fees, arising out of Consultant's performance of this Agreement, whether asserted by Consultant's employees, agents, representatives or subcontractors, or by any third party, and whether concerning property damage, personal injury or monetary loss, and shall furnish to the satisfaction of the Township's Attorney, within ten (10) days of the date of this Agreement, proper and adequate certificates of insurance applicable to the foregoing obligations.

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8. **COMPLIANCE WITH LAWS.** This Agreement is entered into in accordance with and subject to compliance with the "Local Public Contracts Law" of New Jersey, and the specific provisions of N.J.S.A. 40A:11-5(a) thereof pertaining to professional services. Consultant agrees to comply with all laws and regulations applicable to the services to be performed under this Agreement and to comply with New Jersey Affirmative Action requirements, P.L. 1975, c127 (N.J.A.C. 17:27) and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and specifically N.J.S.A. 10:5-33, the terms of which are incorporated herein by reference. This Agreement shall be governed by and construed under the laws of the State of New

Jersey.

9. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is hereby deemed to be complete, take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a different address be sooner specified in writing, and this Agreement may not be assigned or transferred by Consultant without the prior written consent of the Township.

10. **POLITICAL CONTRIBUTION DISCLOSURE.** This contract has been awarded to the Consultant based on the merits and abilities of the Consultant to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Lawrence if a member of that political party is serving in an elective public office of the Township of Lawrence when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Lawrence when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

THE TOWNSHIP OF LAWRENCE

(Witness)

By: _____
Mayor Mark Holmes

CONSULTANT

By: _____ (Witness)

John Rea, PE
McDonough & Rea Associates, Inc.

Attachments GLE 12.24.07 h:\g\c\contract pbtraf qbm

MANDATORY AFFIRMATIVE ACTION LANGUAGE, P.L. 1975, C.127 (N.J.A.C. 17:27)

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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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. 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

GLE rev 07.23.98
Township of Lawrence
County of Mercer
State of New Jersey

**AFFIRMATIVE ACTION REGULATIONS
GOODS, PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27). Within seven days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Finance Department:

1. Does this contract have the potential of having a dollar value of \$25,000 or better?

Yes (complete #2)
 No (no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

Yes (submit copy)
 No (complete "a" below)

a. Does your firm have a NJ Certificate of Employee Information Report?

Yes (submit copy)
 No (complete "b" below)

b. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report (Form AA-302) must be filed. Contact the Lawrence Township Finance Office at 609-844-7010 for this form.

3. Are you a minority-owned business?

Yes No

The undersigned bidder certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

Company: _____ Date: _____

Signature: _____ Title: _____