AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 20 day of April, 2022, between the Township of Montclair, a body politic and corporate of the State of New Jersey (the “Township”) and the following professional service provider (“Provider”):

Name of Provider: Connelly Hickey Historical Architects, LLC

Office address: PO Box 1726 Cranford, NJ 07016

Professional license type: Architecture License #: 21A101699200

WHEREAS, it is agreed as follows:

1. Services. Provider shall provide the Department of Planning & Community Development with professional services as directed by the Director of Planning. The services to be performed shall include prepare an intensive-level survey and report for the Upper Montclair Commuter Area and all services as outlined in the attached proposal dated March 12, 2021. The services shall also include other matters as assigned.

2. Term. The term of this agreement shall be April 15, 2022 through December 31, 2022. The term may not exceed one year.

3. Compensation. Provider shall be compensated as follows:

   Fixed amount (s): $49,450

   Hourly rate: __________

   Total shall not exceed: $49,450

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider’s clerical staff.

4. Disbursements. In addition to fee income but included in the "not to exceed” limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township’s behalf.

5. Estimates. Although Provider will, upon the Township’s request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. In-House Costs. The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. Billing. Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the
Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. **Communication.** Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. **Waiver of Breach.** The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider’s retention and made a part of hereof.

12. **Affirmative Action.** Attachment A containing the Affirmative Action requirements is incorporated herein.

13. **Americans with Disabilities Act.** Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. **Political Contribution Disclosure.** Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider 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 Provider does hereby attest that the Provider, 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 19:44A16, in the one (1) 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 if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. **Conflicts of Interest.** During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies,
litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. Confidentiality. Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. Termination. Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. Notices. All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers’ service or some other method of overnight delivery to the respective parties at the address set forth below:

Margaret M. Hickey, Architect
PO Box 1726
Cranford, NJ 07016
Attn: Margaret Hickey

Township of Montclair
Township Manager’s Office
205 Claremont Avenue
Montclair, New Jersey 07042

Township of Montclair
Township Attorney’s Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. Hold Harmless. The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the “Local Public Contracts Law,” N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

20. Insurance. The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least $1,000,000.00 at all times during the term of this Agreement.

21. Agreement. Provider’s signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the Township’s engagement of Provider and cannot be modified except in a writing signed by both parties.
22. **Additional Provisions.** None Attached

IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

V5

Margaret Hickey
Principal

WITNESS:

[i signature]
Name: Danielle Brown

TOWNSHIP OF MONTCLAIR

[i signature]
Timothy F. Stafford, Esq.
Township Manager 4/29/22

ATTEST:

[i signature]
Angelese Bermudez Mieves, Township Clerk
Authority:

This agreement was approved on [April 19, 2022] by Resolution of the Historic Preservation Commission of the Township of Montclair.

[Signature]
Janice E. Talley
Director of Planning
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 applicable Federal law and applicable Federal court decisions.

In conformity with the rules governing the procurement and delivery of goods and services, the contractor or subcontractor agrees
to review all procedures relating to the contract, including the terms and conditions of the contract, to ensure that all such actions are taken
without regard to race, color, national origin, age, disability, ancestry, marital status, affectional or sexual orientation, gender identity or expression,
and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to
delivery of goods and services, one of the following:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form A4322 (electronically provided by 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 of N.J.A.C. 13:12-1.)
EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY
It is further agreed and understood that the TOWNSHIP assumes no obligation to harmless the CONTRACTOR pursuant to this paragraph.

In the event of a claim against the CONTRACTOR, its agents, servants, employees, or subcontractors for any claim arising out of their performance of the Agreement, the CONTRACTOR agrees to indemnify and save harmless the CONTRACTOR, its agents, servants, employees, and subcontractors from and against any liability or expense hereunder that the TOWNSHIP assumes no obligation to indemnify or save harmless the CONTRACTOR.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services or process received by the TOWNSHIP or its representatives does not mean approval by the TOWNSHIP of all processes, services, or products.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give the CONTRACTOR written notice thereof to the CONTRACTOR, along with full and complete particulars of the claim, together with all related documentation. The CONTRACTOR shall be entitled to inspect all records and any and all information, and shall have the right to confer with any and all witnesses, experts, or representatives of the TOWNSHIP.

The CONTRACTOR shall tender the CONTRACTOR and its agents, servants, employees, and subcontractors harmless from any claims, losses, damages, or expenses arising from such action or in any action or proceeding or in any claim, suit, or proceeding, whether or not alleging a violation of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability, or subsections 42 U.S.C. 12112(b)(5) thereof.
Exhibit C is required for all contracts in excess of $17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7)

EXHIBIT C

BUSINESS ENTITY DISCLOSURE CERTIFICATION
PURSUANT TO N.J.S.A. 19:44A-20.8

AND

POLITICAL CONTRIBUTION DISCLOSURE FORM
PURSUANT TO N.J.S.A. 14:44A-20.26
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MONTCLAIR

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therin shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;
Temporary and Executing
12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...
p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.
q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.
r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ..., the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
NOTE: This section does not apply to board of directors.

The contract must also include the right to request disclosure of any information that may be used as the contract's submission and is disclosed.

The information may exceed the amount that may be disclosed. The undisclosed information may exceed the amount that any business entity or individual may be disclosed. Any business entity or individual may be disclosed. Any business entity or individual may be disclosed.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Vendor Information

<table>
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<tr>
<th>Vendor Name:</th>
<th>Connolly &amp; Hickey Historical Architects, LLC</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1 S. Union Avenue P.O. Box 1726</td>
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<td>City:</td>
<td>Cranford</td>
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<td>NJ</td>
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<td>Zip:</td>
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The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Margaret M. Hickey
Signature

Margaret M. Hickey
Printed Name

President

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

Page ___ of ____

Vendor Name:

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List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township Irvington Township Orange City
Bloomfield Township Livingston Township Roseland Borough
Caldwell Borough Maplewood Township South Orange Village
Cedar Grove Township Millburn Township Verona, Township
East Orange City Montclair Township West Caldwell Township
Essex Fells Township Newark City West Orange Township
Fairfield Township North Caldwell Borough
Glen Ridge Borough Nutley Township

Boards of Education (Members of the Board):

Belleville Town Glen Ridge Borough Nutley Town
Bloomfield Township Irvington Township Roseland Borough
Caldwell-West Caldwell Livingston Township South Orange-Maplewood
Cedar Grove Township Millburn Township Verona Borough
Essex Fells Borough Newark City West Essex Regional
Fairfield Township North Caldwell Borough West Orange Town

Fire Districts (Board of Fire Commissioners):

None
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ Partnership
☐ Corporation
☐ Limited Liability Corporation
☐ Subchapter S Corporation
☐ Sole Proprietorship

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Name: Margaret M. Hickey
Home Address: 555 Elmwood Terrace
Linden, NJ 07036

Name: James E. Connolly
Home Address: 16 Cranford Avenue
Cranford, NJ 07016

Sign and date this form below and, if necessary, complete the stockholder list below.
Name:

Home Address:

Subscribed and sworn before me this 20th day of April 2022

[Signature]
(Notary Public)

My Commission expires:

[Notary Public Seal]

[Notary Public Information]

[Corporate Seal]

Margaret M. Hickey
(Affiant)

Margaret M. Hickey, President
(Print name & title of affiant)