

CONTRACT FOR PLANNING SERVICES

This Agreement, made this day of , 2020, by and between the Township of Teaneck (hereinafter referred to as "Township"), having its offices at 818 Teaneck Road, Teaneck, New Jersey 07666, and Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate Consultants, having their offices at 33-41 Newark Street, Third Floor, Suite D, Hoboken, N.J. 07030 (hereinafter referred to as "Professional Consultant")

WITNESSETH:

WHEREAS, the Township of Teaneck is in need of the services of a professional planning consultant to perform various professional planning services in connection with the potential redevelopment of properties located along American Legion Drive within the Township of Teaneck, including assisting the Planning Board in an investigation of whether the area is an area in need of redevelopment, the preparation of a redevelopment plan, and the review of various studies respecting traffic, parking, geotechnical factors, environmental impact, fiscal impact, infrastructure impact and other planning considerations in connection with said proposed redevelopment; and

WHEREAS, such services constitute professional services as that term is defined in N.J.S.A. 40A:11-2; and

WHEREAS, the Township of Teaneck has received a proposal therefor from Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate Consultants (hereinafter the "Professional Consultant"), to perform an investigation as to whether the proposed redevelopment area is an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-6 at a cost not to exceed \$20,000.00 to be paid through escrows posted by the proposed redeveloper; and

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

WHEREAS, the Township of Teaneck has retained the Professional Consultant to perform various professional planning services including various redevelopment studies, investigation of areas in need of redevelopment, Master Plan Reexamination Reports and preparation of Zoning Ordinance amendments within the Township of Teaneck on an "as requested" basis; and

WHEREAS, the Township Council finds and concludes that it would be in the best interests of the Township of Teaneck to enter into a professional services agreement with the Professional Consultant based upon the Professional Consultant's expertise in planning matters, extensive planning experience, familiarity with the Township of Teaneck and the Professional Consultant's cost proposal;

and

WHEREAS, the Municipal Manager has determined and certified in writing that the anticipated payments under said contract, when added to previous authorizations, will exceed \$17,500; and

WHEREAS, the Professional Consultant has completed and submitted a Business Entity Disclosure Certification which certifies that the Consultant has not made any reportable contributions to a political or candidate committee pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19, as amended by P.L. 2005, c.51, or pursuant to Ordinance 19-2017 of the Township of Teaneck would bar the award of this contract in the previous one year period preceding the award of this contract, and that the contract will prohibit the Consultant from making any reportable contributions during the term of the contract; and

WHEREAS, the within agreement is contingent upon the proposed developer posting sufficient funds to pay for the cost thereof; and

WHEREAS, the parties wish to mutually set forth the compensation and terms and conditions regarding these additional services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

1. **PROFESSIONAL SERVICES.** The Professional Consultant agrees to provide Teaneck with Professional Planning Services in

connection with the potential redevelopment of properties located along American Legion Drive within the Township of Teaneck, including assisting the Planning Board in a an investigation of whether the area is an area in need of redevelopment, and, if authorized by the Township of Teaneck, the preparation of a redevelopment plan, and the review of various studies respecting traffic, parking, geotechnical factors, environmental impact, fiscal impact, infrastructure impact and other planning considerations in connection with said proposed redevelopment.

2. **Completion:** The Professional Consultant shall complete such services within one year from the date hereof, unless extended by the parties.

3. **Compensation.** The Township agrees to pay the Professional Consultant a sum, not to exceed the sum of \$20,000.00, for assisting the Planning Board in an investigation of whether the area is an area in need of redevelopment, as set forth in Paragraph 1 hereof, at the following hourly billing rates:

**PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC
 HOURLY BILLING RATES
 FOR TOWNSHIP OF TEANECK
 AS OF JANUARY 1, 2020**

<u>Staff person</u>	<u>position</u>	<u>hourly rate</u>
Paul Phillips,	Managing Principal	\$170
Richard Preiss,	Principal	\$170
Paul Grygiel,	Principal	\$150

Elizabeth Leheny, Principal	\$150
Keenan Hughes, Principal	\$150
Senior Associate	\$145
Senior Urban Designer	\$145
Associate	\$125
Senior Planner	\$125
Planner	\$115
Director of Graphics	\$115
Support	\$50

The Professional Consultant will submit vouchers in the form provided for by the Township on a monthly basis. Vouchers shall include a detailed statement of services rendered, the date of such service, and the amount of time expended thereon, all charged on an hourly basis, divided by one/tenth of an hour intervals. The foregoing fees are inclusive of overhead and expenses.

Additional services, if authorized by the Township of Teaneck, including the preparation of a redevelopment plan, and the review of various studies respecting traffic, parking, geotechnical factors, environmental impact, fiscal impact, infrastructure impact and other planning considerations in connection with said proposed redevelopment, shall be billed at the hourly rates set forth above at an additional cost not to exceed an amount to be determined by the parties at the time such additional services are authorized by the Township of Teaneck.

The foregoing payments shall be funded through escrows deposited by the proposed developer. For the initial phase of assisting the Planning Board in a an investigation of whether the area is an area in need of redevelopment, the Professional Consultant may proceed upon the proposed developer posted a cash escrow with the Township in the sum of \$20,000.00 Additional services shall be subject to the proposed developer posting an additional cash escrow in an amount sufficient to cover the cost thereof.

4. **Not Assignable.** The within contract shall not be assignable.

5. **Modification, Waiver and Construction.**

A. This Contract shall not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

B. The failure of either party to require the performance of any term or obligation of this Contract, or the waiver of either party to any breach of this Contract, shall not prevent a subsequent enforcement of the term or obligation nor be deemed a waiver of any subsequent breach.

C. This Contract shall be construed in accordance with the laws of the State of New Jersey.

D. Any cause of action, claim, suit, or civil action of any kind filed by either the Professional Consultant or the Township, arising out of or relating to the terms of this Contract or the relationship of the parties shall be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. Both parties irrevocably admit themselves to the jurisdiction of that Court.

6. **Availability of Funds.** This contract is subject to the posting of a cash escrow in an amount sufficient to pay for the cost thereof.

7. **Independent Professional Consultant Status.** The services to be rendered by the Professional Consultant pursuant to the terms and conditions hereof shall be rendered as an independent Professional Consultant and not as an employee of the Township.

8. **Equal Opportunity and Non-Discrimination.** The Professional Consultant shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, including the requirements as set forth in Exhibit A, annexed hereto and made part hereof.

9. **Political Contribution Disclosure .** This contract has been awarded to the Professional Consultant based on the merits and abilities of the Professional 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 Professional Consultant, by signing below, attests that the Professional Consultant, it's subsidiaries, assigns or principals controlling in excess of 10% of the Professional Consultant company has neither made a contribution, that is reportable to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract or that would, pursuant to P.L. 2007, c. 19, as amended by P.L. 2005, c. 51, or pursuant to Ordinance 19-2017 of the Township of Teaneck affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Teaneck if a member of that political party is serving in an elective public office of the Township of Teaneck when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Teaneck when the contract is awarded or to any other political party, campaign or organization referred to in Ordinance 19-2017 of the Township of Teaneck in excess of the amounts provided therein.

11. **Business Registration Requirements.** The Professional Consultant shall comply with the provisions of N.J.S.A. 52:32-44 et seq. respecting the New Jersey Business Registration requirements.

12. **Iranian Investment Disclosure:** The Professional Consultant shall comply with the requirements of N.J.S.A. 40A:11-2.1 and N.J.S.A. 52:32-55 et seq. (P.L. 2012, Chap. 25) respecting the disclosure of investment activities in Iran. Any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification provided herewith, under penalty of perjury, that the person or entity, or one of the person's or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

13. **Disputes.** If a dispute arises out of or relating to this contract or the breach thereof and if said dispute cannot be settled through direct discussions between the Professional Consultant and representatives of the Township, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation prior to accessing the judicial system for settlement. The parties shall each designate a proposed mediator. If the parties cannot agree upon one of the two mediators, the two mediators shall select a third mediator. The costs for any mediation will be divided equally between the Professional Consultant and the Township except that the expenses of any witnesses for either side shall be paid by the party producing such witness. In the event the dispute shall not be able

to be resolved through mediation, either party may institute a suit only in the Superior Court of New Jersey with a venue of Bergen County and both parties agree to submit themselves to both personal jurisdiction and subject matter jurisdiction in said court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

Township of Teaneck

Doug Ruccione,
Acting Township Clerk

By: _____
James Dunleavy, Mayor

WITNESS:

Phillips Preiss Grygiel Leheny
Hughes LLC

By: Richard M. Preiss

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not 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 or sex.

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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.