

CCEP
9/21/11

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
TRIAD ASSOCIATES**

THIS CONTRACT is made this 1st day of September, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TRIAD ASSOCIATES** of 1301 W. Forrest Grove Road, Vineland, NJ 08360, hereinafter referred to as "**Consultant**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of a planning consultant for implementation of its Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as per **RFP-011-043**, dated June 20, 2011.

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Consultant represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Consultant do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing September 1, 2011 and concluding August 31, 2012. Consultant shall commence services upon the execution of this Contract and shall complete all services within the twelve (12) month term.

2. **COMPENSATION**. Consultant shall be compensated pursuant to and subject to all terms and provisions of the original RFP-011-043, dated June 20, 2011, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract, with the minimum contract amount of zero and a maximum contract amount of \$50,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Consultant's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Consultant shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Consultant shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONSULTANT.** The specific duties of the Consultant shall be as set forth in Consultant's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the County as per RFP 011-043, which are incorporated in its entirety and made a part of this Contract. Should a conflict occur between this form of contract and RFP 011-043, this Contract shall prevail.

Consultant agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Consultant will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. Consultant 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 non-discrimination clause.

B. The Consultant or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Consultant 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 Consultant's

commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Consultant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Consultant or subcontractor, where applicable, 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 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.

F. The Consultant or subcontractor, where applicable, 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 gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Consultant or subcontractor, where applicable, 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Consultant or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability 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.

I. The Consultant or subcontractor, where applicable, shall furnish such report or other document 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).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Consultant pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Consultant will grant to the Department of Health and Human Services and/or the General Accounting Office access to such of Consultant's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Consultant agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Consultant carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Consultant agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Consultant or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Consultant shall provide to the County a copy of all current licenses and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Consultant shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Consultant or its agents and/or subcontractors.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, bid specifications or proposal documents, whichever the case may be are incorporated herein by reference.

B. If Consultant is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Consultant's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Consultant or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for convenience at any time by a notice in writing from the County to the Consultant. If the Contract is terminated by the County as provided herein, the Consultant will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Consultant or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the County from the Consultant is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Consultant, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Consultant or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Consultant's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Consultant's failure to provide for the safety and protection of its employees, or from Consultant's performance or failure to perform pursuant to the terms and provisions of this Contract. The Consultant's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Consultant shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Consultant shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Consultant is a member of a profession which is subject to suit for professional malpractice, then Consultant shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Consultant shall, simultaneously with the execution of this Contract, and as a condition precedent

to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Consultant also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Consultant either refuse or neglect to perform the service which Consultant is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Consultant's failure to perform, then and in that event, such expense shall be deducted from any payment due to Consultant. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Consultant shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Consultant agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Consultant, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Consultant shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Consultant's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Consultant is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Consultant agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract and Consultant's "Qualifications Statement, Qualifications for Professional Services" and/or other proposal documents submitted in accordance with RFP 011-043, dated June 20, 2011, in the amount of \$50,000.00, which is attached hereto and made a part hereof. If there should occur a conflict between this Contract or RFP 011-043 and the Consultant's proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 1st day of September, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, and Consultant has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

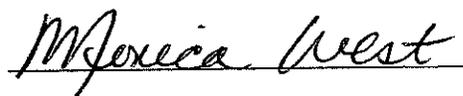
ATTEST:


ROBERT N. DILELLA, CLERK

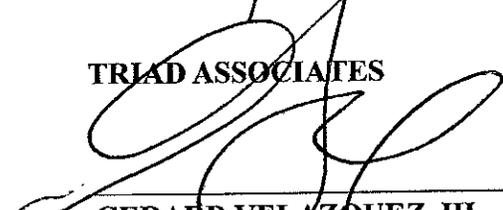
COUNTY OF GLOUCESTER


ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



TRIAD ASSOCIATES


GERARD VELAZQUEZ, III,
PRESIDENT/CEO

SCHEDULE A

Payment Schedule

The services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment. Invoices will be payable consistent with the Vendor's cost proposal below:

Flat rate schedule:

- | | |
|---|----------|
| ♦ Preparation of 2012 Annual Action Plan | \$10,800 |
| ♦ Preparation of 2012 Environmental Review Record | \$ 6,120 |
| ♦ Preparation of 2011 CAPER | \$ 7,560 |

Technical Services Hourly rate schedule:

- | | |
|----------------------|------------|
| ♦ President/Chairman | \$175/hour |
| ♦ Vice President | \$150/hour |
| ♦ Technical Advisor | \$150/hour |
| ♦ Senior Associate | \$135/hour |
| ♦ Associate | \$100/hour |

The following services are provided under the technical services component of this contract include, but are not limited to:

- ♦ Preparation and submission of formal USDA Housing Preservation Grant (HPG) application
- ♦ Technical advisory services for administration of HPG
- ♦ Strategy and Application for available grants/funds related to economic and community development
- ♦ Conduct monitoring of Public Services, Housing Rehabilitation and Labor Compliance Files, and other programs as needed
- ♦ Assist with contract/labor standard compliance
- ♦ Provide HOME/Subsidy layering analysis
- ♦ Develop and Implement IDIS Training and Technical Assistance component
- ♦ Amendments to Action Plan including change of projects/activities
- ♦ Strategies for implementing current funding sources
- ♦ Provide General Technical Services as required

Schedule B Scope of Services

The Planning Consultant shall provide services including but not limited to:

- Develop an inventory of State, Federal, and private resources which can assist the County and participating Urban County Municipalities in their overall program planning for community development;
- Act as an agent on behalf of the County and the participating Urban County Municipalities in the pursuit of State, Federal and private funds that may assist in the expansion of the Urban County Community Development Program;
- Provide extensive housing and community development consulting services to the County and participating Urban County Municipalities, which shall include:
 - Working with lenders in considering a County-sponsored Housing and Community Development Program that involves public and private funding, resulting in below-market blended interest rates for community development activities;
 - Internal Monitoring of municipal and project files to ensure compliance with HUD Single Audits
 - Technical Assistance with reporting requirements related to IDIS
- Assist the County in developing new and specific programs and projects to be executed with the available financial resources for community development activities;
- Provide continuing technical assistance in addressing noise impact on rehabilitation and construction projects;
- Provide technical and administrative assistance for municipal and special projects, which may include attendance at project pre-construction meetings.
- Provide consulting services regarding program administration.
- Provide training to County staff and sub grantees on CDBG and HOME programs.
- Assist the County in project review, project feasibility studies, and other specific project related activities.
- Assist the County in program monitoring of sub grantees and HUD programmatic monitoring.
- Provide technical assistance to sub grantees on program related issues.
- Provide technical assistance to the County for any amendments of its Five-Year Consolidated Plan for the Urban County participating municipalities in accordance with applicable HUD guidelines, regulations and statutes. The County will coordinate and schedule all public hearings and will provide representation from the Community Development office at the respective hearings. The Consultant will also participate in the public hearings so as to be properly apprised of Community Development, housing, and economic development issues that may arise through the public hearing process.
- Preparation of 2012 Annual Action Plan
- Preparation of 2012 Environmental Review Record
- Preparation of 2011 Caper
- Conduct monitoring of Public Service, Housing Rehabilitation and Labor Compliance Files
- Assist with contract/labor standard compliance
- Provide Home/Subsidy layering analysis
- Provide General Technical Services as requested
- Develop and implement IDIS Training and Technical Assistance component