

7/23/14

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

THIS CONTRACT is made this **1st day of September, 2014**, 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, INC.**, of 1301 W. Forrest Grove Road, Vineland, NJ 08360, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Planning Consultant and Project Implementation and Activity Delivery Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP-014-027**; and

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, Contractor 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 Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be from September 1, 2014 to August 31, 2015.
2. **COMPENSATION**. Contractor shall be compensated as per the proposal submitted by the Contractor, dated June 5, 2014, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract in an amount not to exceed \$103,600.00.

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

Contractor 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 Contractor 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 CONTRACTOR.** The specific duties of the Contractor shall be as set forth in shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the RFP 014-027 and Contractor's responsive proposal dated June 5, 2014, which are incorporated by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP 014-027, this contract shall prevail.

Contractor 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:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 non-discrimination 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 gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor 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, Contractor 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.

Contractor 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 Contractor 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 014-027 which are specifically referred to and incorporated herein by reference.

B. If Contractor 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 Contractor'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 Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

E. Notwithstanding the above, the Contractor 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 Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor 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 Contractor, 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 Contractor 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 Contractor'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 Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor'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.** Contractor 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. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor 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. Contractor 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 Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. 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 Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor 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 Contractor, 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.** Contractor 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 Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor 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.

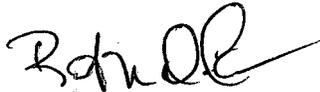
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 014-027 issued by the County of Gloucester and Contractor's responsive proposal dated June 5, 2014. If there should occur a conflict between this form of Contract or RFP 014-027 and the Contractor's responsive proposal dated June 5, 2014, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 1st day of September, 2014.

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 Contractor 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



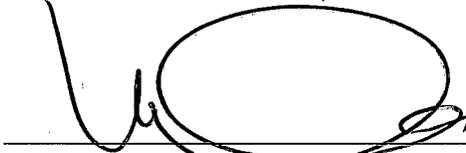
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:



Monica Morris
(Please Print Name)

TRIAD ASSOCIATES, INC.



BY: MICHAEL ZUMPINO, CHAIRMAN

Michael Zumpino
(Please Print Name)

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 Contractor's cost proposal below:

Flat rate schedule:

♦ Preparation of the Five Year Consolidated Plan (2015-2019)	\$22,500
♦ Preparation of 2015 Annual Action Plan	\$ 8,900
♦ Preparation of 2015 Environmental Review Record	\$ 6,120
♦ Preparation of 2014 CAPER	\$ 7,560
♦ Oversight, coordination and implementation of the Owner-occupied rehabilitation program as outlined in Exhibit B	\$4,000 monthly

Technical Services Hourly rate schedule:

♦ President/Chairman	\$175/hour
♦ Vice President	\$175/hour
♦ Technical Advisor	\$150/hour
♦ Senior Associate	\$150/hour
♦ Associate	\$135/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 in each category including but not limited to:

Planning/Administrative Services:

- Preparation of the Five Year Consolidated Plan 2015-2019
- Preparation of the 2015 Annual Action Plan
- Preparation of 2014 Caper
- 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 and application 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 and training 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 technical assistance to the County in preparation of its Five Year Consolidated Plan and Annual Action Plan for the Urban County participating municipalities in accordance with applicable HUD guidelines, regulations and statutes including submission via electronic format in IDIS. 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, when necessary, in the public hearings so as to be properly apprised of community, housing, and economic development issues that may arise through the public hearing process. The County will provide base data, including census data, 20/20 mapping, and other demographic data that will enable the Consultant to develop the Plan.
- Provide technical assistance for revisions/amendments of Annual Action Plan and Five Year Consolidated Plan as necessary and submission of Plans in IDIS
- Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) as required by HUD and submission in IDIS
- Provide consulting services regarding program administration.
- Provide training to County staff and sub grantees on CDBG and HOME programs.
- Assist the County in program monitoring of sub grantees and HUD programmatic monitoring.
- Provide technical assistance to sub grantees on program related issues.
- Provide General Technical Services as requested

Program Implementation/Activity Delivery Services:

- Assist the County with case management and implementation services for county-wide owner-occupied rehabilitation program which shall include:
 - Initial Application Review, client file initiation, preliminary documentation work-up -Refresh application information when due for rehab.
 - Create and maintain project spread sheet.

- Schedule initial inspection with inspector and client.
- Confirm inspection appointment day with inspector (under separate contract) and client.
- Attend inspection for pictures, verify application facts and occupancy.
- Review Work Write-up when received with client.
- Letter to client requesting permission to quote out project
- Compile, copy and fax quote package to contactors.
- Analyze quotes, select contractor, and mail award letters.
- Section 106 Historic Preservation review paperwork (if required by the Borough).
- Schedule contract signing and pre-construction conference.
- Prepare construction contracts and loan documents.
- Verify Borough code official sign offs at end of job.
- Provide continuing technical assistance in addressing noise impact on rehabilitation and construction projects;
- Preparation of required Environmental Review Record for projects to be included in the County's Action Plan and special projects as amended and submission in IDIS
- Provide technical and administrative assistance for municipal and special projects, which may include attendance at project pre-construction meetings and Public Hearings.
- Assist the County in project review, project feasibility studies, including subsidy layering analyses, and other specific project related activities.