

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made this _____ day of _____, 2014, by and between the City of Millville, 12 South High Street, Millville, New Jersey, hereinafter called Municipality, and Trinity Code Inspections, LLC, 735 Shunpike Road, Cape May, New Jersey 08204, hereinafter referred to as Contractor

ARTICLE I. PURPOSE OF AGREEMENT

The Municipality desires to retain the Contractor to perform Third Party onsite inspection services for Building, Electrical, Plumbing and Fire as per the New Jersey State Uniform Construction Code.

ARTICLE II. SCOPE OF SERVICES

The Contractor shall provide the following professional services in connection with this Contract:

1. Services should be rolled out as per a mutually agreed upon schedule.
2. Contractor is to perform its services in cooperation with the Millville Municipal Construction Official and coordinate all efforts under his supervision.
3. Inspections are to be completed Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. or as requested by the Construction Official.
4. It is the responsibility of the Contractor to insure coverage for the appointed day/time through alternate inspectors.
5. All documentation required by the Municipality is to be completed the same day as the inspection.
6. The Contractor will perform inspections on an emergency basis at no additional charge to the Municipality.
7. All plan review must be completed in the City of Millville's Construction Code Official's Office.
8. All inspectors shall be computer literate and able to use MC systems.
9. All work conditions should be as stated in the Request for Proposal.

ARTICLE III. CONSIDERATION AND METHOD OF PAYMENT

The Contractor shall furnish and deliver the above services for the following fees:

- 71% of the fee schedule of the Uniform Construction Code of New Jersey for the Third Party Inspections for Building, Electrical, Plumbing and Fire; and
- \$40.00 fixed fee for completing existing permits.

The Contractor shall be compensated as follows:

- Eighty percent (80%) due upon issuance of the construction permits
- Twenty percent (20%) due upon completion as evidenced by the sign off of Subcode Official on permit.

All existing permits will be completed at fixed cost per permit

ARTICLE IV. MUNICIPAL RESPONSIBILITY

The Municipality, through its employees, shall cooperate with the Contractor and provide any information available to it which will assist the Contractor in the performance of the scope of services described herein.

ARTICLE V. DURATION OF CONTRACT

The duration of this Contract shall be for a period of one-year. If mutually agreed upon by both parties, this Contract may be extended up to a period not to exceed two-years.

ARTICLE VI. QUALIFICATIONS

1. Contractor shall be qualified to perform the required review of construction plans and inspections of construction with respect to the maintenance and erection of building in the City of Millville in conformity with the New Jersey State Uniform Construction Code as Building, Electrical, Plumbing and Fire Subcode Official.

2. The Contractor must designate a representative from their company to discuss issues with the Construction Official. Further, all Subcode Officials must have proper dress attire. These individuals must display a neat appearance.

ARTICLE VII. INSURANCE

1. The Contractor shall not commence work under this Contract until it has obtained the required insurance. All coverage shall be with insurance carriers licensed

and authorized to do business in New Jersey and shall name the City of Millville as an additional insured. Self-insured Contractors shall submit an Affidavit attesting to their self-insured coverage and shall name the City of Millville as an additional insured. The following shall be additional insureds:

The City of Millville, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. Said coverage shall be primary to the Municipality's and additional insured's.

2. During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

- A. Contractual Liability;
- B. Products and Completed Operations;
- C. Independent Contractors Coverage;
- D. Broad Form General Liability Extensions or equivalent;
- E. Per contract aggregate;
- F. Additional coverage shall be provided for contract components requiring pesticide and herbicide applications.

3. During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. During the life of this Contract the Contractor shall procure and maintain Workers Compensation Insurance, including Employers Liability Coverage in accordance with the Statutes of the State of New Jersey, covering all employees engaged in performance of the Contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6

ARTICLE VIII. THE AMERICANS WITH DISABILITIES ACT

Attachment A containing the Americans with Disabilities Act requirements is incorporated herein.

ARTICLE IX. AFFIRMATIVE ACTION

Attachment B containing the Affirmative Action requirements is incorporated herein.

ARTICLE X. CANCELATION

Contractor agrees that this Agreement may be canceled by either party upon thirty (30) days written notice to the other party.

ARTICLE XI. HOLD HARMLESS

Contractor shall indemnify and hold the Municipality harmless in any legal action that may arise as a result of the performance of the duties under this Contract.

ARTICLE XII. ENTIRE AGREEMENT

This Contract represents the entire agreement between the parties. No amendments to this Contract shall be valid unless it is made in writing and executed by the parties and approved by Resolution of the Municipality.

CITY OF MILLVILLE

ATTEST:

BY: _____
Michael Santiago, Mayor

Susan G. Robostello, City Clerk

TRINITY CODE INSPECTIONS

ATTEST:

ATTACHMENT A (Revised 2008)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Service and General Service Contracts Pursuant to NJSA 10:5-31 et seq.; NJAC 17:27

During the performance of this Contract, the Contractor agrees as follows:

1. 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.
2. 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.
3. 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.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. The Contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with NJAC 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to NJAC 17:27-5.2
6. 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, 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.

7. 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.

8. In conforming with the targeted 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. 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

10. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

ATTACHMENT B

AMERICANS WITH DISABILITIES ACT OF 1990 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS PURSUANT TO 42 U.S.C. SECTION 12101, et seq.

1. The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the Act) (42 USC Section 12101 et seq.) that prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act.

2. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by the decision of the City that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

3. The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City, or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

4. It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to the contract will not relieve the Contractor of the obligation to comply with the Act, and to defend, indemnify, protect, and save harmless the City pursuant to this paragraph.

5. It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim that may arise out of their performance of this contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this contract, nor shall it be construed to relieve the Contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of this contract or otherwise at law.