

Exhibit “A”

**AGREEMENT FOR EVALUATION OF
EXISTING MECHANICAL, ELECTRICAL AND PLUMBING
SYSTEMS AT 10 ROONEY CIRCLE**

THIS AGREEMENT made and entered into on this ____ day of September, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **ARCARI + IOVINO ARCHITECTS P.C.**, located at One Katherine Street in Little Ferry, New Jersey, hereinafter referred to as the “ARCHITECT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the TOWNSHIP requires the evaluation of the existing mechanical, electrical and plumbing systems at the building located at 10 Rooney Circle as part of the ongoing redevelopment of that property; and

WHEREAS, the ARCHITECT submitted a proposal dated September 12, 2022 to the TOWNSHIP setting forth the scope of services related to the evaluation of the existing mechanical, electrical and plumbing systems at 10 Rooney Circle, (the “PROPOSAL”) annexed hereto as Exhibit “A.”

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of ARCHITECT for a flat fee of \$15,000 to perform the services as set forth in the PROPOSAL to be paid within thirty (30) days from the presentation of the results of the evaluation as set forth in the PROPOSAL.
2. ARCHITECT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses

any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. ARCHITECT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. ARCHITECT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by ARCHITECT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. ARCHITECT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. ARCHITECT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, ARCHITECT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

ARCARI + IOVINO ARCHITECTS P.C.

WITNESS:

By:_____

Exhibit “A”



September 12, 2022

John Gross, Business Administrator/CFO
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: 10 Rooney Circle - Proposal for Evaluation of Existing Systems

Dear Mr. Gross,

It is our pleasure to present this professional services proposal to evaluate the existing mechanical, electrical and plumbing systems, as well as the building envelope of the 10 Rooney Circle building. The purpose of this evaluation is to determine the current condition/capacity and provide an opinion for continued use and future upgrades, including an idea of cost.

We would engage an MEP consultant Shine Engineering, who is the engineer of record for the library project. They are familiar with the building and have a good understanding of what is required for this task. We would consult with a roofing manufacturer who would inspect the existing roof and provide an opinion on product life and recommendations. We typically work with GAF roofing.

Tasks associated with the Evaluation include the following:

- Meet with existing personnel to review existing conditions and issues.
- Evaluate the existing HVAC system.
- Perform preliminary heating and cooling calculations to size the HVAC equipment and evaluate the condition of the equipment.
- Evaluate the existing electrical service for condition and capacity.
- Evaluate the plumbing systems for future reuse.
- Provide opinion of potential cost for future upgrades.
- Present the results to designated personnel.

Our fee for this service is Fifteen Thousand Dollars (\$15,000).

Conditions of Proposal

- No design services are included
- Some systems may require an assistance of a contractor to perform testing – contractor fees are not included.

We look forward to working with you and are confident we can help you with the evaluation. Contact us at your earliest convenience to discuss and we will commence work upon your approval and execution of a mutually acceptable agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Iovino', is positioned above the typed name.

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.