

## **AGREEMENT FOR HISTORIC ARCHITECTURAL SERVICES**

**THIS AGREEMENT**, dated as of the 18<sup>th</sup> day of **April, 2023** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **PAULUS, SOKOLOWSKI, AND SARTOR, LLC**, (hereinafter referred to as the “Contractor”), having its principal offices at 3 Mountainview Road, Warren, New Jersey 07059.

**WHEREAS**, on May 6, 2022, the Township was awarded a **\$15,000** grant from the New Jersey Department of Environmental Protection (the “DEP”) for the preparation of an Architectural Survey of selected properties within the Watchung Heights, Eagle Rock and Hutton Park neighborhoods within the Township; and

**WHEREAS**, on or about January 20, 2023, the Township issued an Request for Proposal (the “RFP”) seeking proposals for a Contract to produce an intensive – level architectural survey of at least sixty-five (65) historic resources within the Township which are to be documented individually and evaluated to determine if those properties are part of the Township’s historic district (the “Architectural Historian Services”), a copy of the RFP is annexed hereto as Exhibit “A;” and

**WHEREAS**, on February 23, 2023, the Contractor submitted the only proposal in response to the RFP, annexed hereto as Exhibit “B,” seeking award of the Contract for Architectural Historian Services (the “Contract”) for a total cost of \$13,500.

### **WITNESSETH**

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Architectural Historian Services consistent with the scope of services as set forth in the RFP and the Contractor’s Proposal submitted on February 23, 2023 (the “Proposal”) for a price of **\$13,500** as set forth in the Proposal with an additional **\$1,500** which shall be available upon mutual agreement between the Township and Contractor for additional miscellaneous work to be performed by the Contractor. However, the total price under this Contract shall not exceed **\$15,000**.

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of Township's adoption of an authorizing resolution by the Township's governing body.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

PAULUS, SOKOLOWSKI AND SARTOR,  
LLC

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
KAREN CARNEVALE, R.M.C  
TOWNSHIP CLERK

BY: \_\_\_\_\_  
MAYOR SUSAN McCARTNEY