

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this 9th day of January, 2024 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 **MATRIX NEW WORLD**, located at 26 Columbia Turnpike, Second Floor, Florham Park, County of Morris and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to serve as an Environmental Consultant for the Township;

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 CONSULTANT for the period January 1, 2024 through December 31, 2024 at the rates set forth in Exhibit “A,” annexed hereto.
2. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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.*

8. This Agreement is terminable on thirty (30) days written notice.

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:_____
SUSAN McCARTNEY, MAYOR

WITNESS:

MATRIX NEW WORLD

By:_____

Exhibit “A”

2022 - 2026 PERSONNEL RATES	
TITLE	HOURLY RATE
Principal	\$175.00
Senior Technical Director	\$165.00
Senior Project Manager	\$160.00
Technical Director	\$160.00
Senior Technical Manager	\$150.00
Project Manager	\$150.00
Senior Project Professional	\$145.00
Technical Manager	\$145.00
Project Professional	\$140.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Technical Professional	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$95.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$65.00
REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost