

**AGREEMENT BETWEEN BOROUGH AND VAN NOTE-HARVEY ASSOCIATES, PC  
FOR PROFESSIONAL SERVICES TO PENNINGTON BOROUGH**

THIS AGREEMENT is made this      day of January, 2023, by and between the BOROUGH OF PENNINGTON, 30 North Main Street, Pennington, New Jersey 08534 ("BOROUGH") and VAN NOTE-HARVEY ASSOCIATES, PC, a New Jersey professional corporation having its principal office at 103 College Road, 3<sup>rd</sup> Floor, Princeton, New Jersey 08540 ("VNHA"), whose designated representative is **Brandon Fetzer, P.E.**, hereinafter referred to as "ENGINEER."

WHEREAS, the BOROUGH seeks to retain VNHA to provide consulting engineering services to the Borough of Pennington through ENGINEER and such other of VNHA's professional and technical staff as may be required to perform the work;

NOW, THEREFORE, it is agreed as follows:

1. VNHA is hereby retained to provide engineering services to the Borough of Pennington.
2. This contract for professional services shall be effective January 1, 2023 **but shall be subject to annual renewal through 2025**, unless earlier terminated as provided herein.

3. The Scope of Services shall be as follows:

A. ENGINEER and VNHA shall perform such engineering, surveying, construction observation, inspection and related services, **including water system consultation**, as may be required by the BOROUGH.

B. ENGINEER shall attend such meetings, including but not limited to regular and special meetings of Borough Council, the Borough Planning Board, the Public Works Committee and other bodies, as may be requested by the BOROUGH.

C. ENGINEER shall prepare such reports and other documents for the Borough Council and Borough Planning Board as may be requested by the BOROUGH.

4. Applicable fees and related procedures shall be as follows:

A. The services of ENGINEER (Brandon Fetzer) will be billed to the BOROUGH at a rate of \$                      per hour.

B. The services of the engineering and other professional and technical staff of VNHA, unless otherwise agreed in connection with a specific project, will be billed according to the "Fee Schedule" attached hereto.

C. Prior to the start of any project, VNHA will provide the BOROUGH with a proposal that outlines the scope of engineering and related services required for the project, time frames for the performance of such engineering and related services, and the estimated costs of same. If services by VNHA in connection with a particular project are to be performed on a fixed fee basis, BOROUGH will make payment of such fixed fee in proportion to work completed.

D. No work shall begin in connection with any project until the BOROUGH has issued and delivered to VNHA or the ENGINEER a purchase order for the work. The BOROUGH shall not pay for work done without a purchase order or prior to the receipt of a purchase order. The BOROUGH also shall not pay charges in excess of the purchase order amount.

E. Reimbursable expenses shall be billed to the BOROUGH in accordance with the attached Fee Schedule.

F. Total annual fees for services pursuant to this agreement, including expenses, shall not exceed **\$71,750** without the prior written approval of Borough Council.

5. Because of the professional relationship herein established, the parties agree that either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.

6. The undersigned does hereby attest that ENGINEER and VNHA, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect his or its eligibility to perform this contract, nor will he or it make a reportable contribution during the term of the contract to any political party committee in the Borough of Pennington if a member of that political party is serving in an elective public office of the Borough when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Pennington when the contract is awarded.

7. This Agreement is entered into in accordance with and subject to compliance with the Local Public Contracts Law of New Jersey, and the specific provision of N.J.S.A. 40A:11-5(a) thereof pertaining to professional services. ENGINEER and VNHA agree to comply with all laws and regulations applicable to the services to be performed under this Agreement, including without limitation the minimum wage laws, and to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and specifically N.J.S.A. 10:5-33, the terms of which are incorporated herein by reference. ENGINEER and VNHA agree to comply with requirement for Anti-Discrimination and Affirmative Action as set forth in the annexed Schedule A.

8. VNHA agrees to comply with the provisions of "Business Registration & Sales & Use Tax Addendum" which is attached hereto and incorporated herein by reference.

***IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.***

ATTEST

BOROUGH OF PENNINGTON

\_\_\_\_\_  
Elizabeth Sterling, Borough Clerk

By: \_\_\_\_\_  
James Davy, Mayor

ATTEST

VAN NOTE-HARVEY ASSOCIATES PC

\_\_\_\_\_

By: \_\_\_\_\_  
Donald E. Fetzer, President