

MILLBURN TOWNSHIP

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 20th day of October, 2015;

BETWEEN:

MILLBURN TOWNSHIP, a public body corporate and politic of the State of New Jersey with offices at 375 Millburn Avenue, Millburn, New Jersey 07041, hereinafter designated as "Township."

AND: Patrick J. McDermott, M.S., CHP of RyCon Solutions, 18 Winchester Terrace, Randolph New Jersey 07869, hereinafter designated as "Consultant,"

WITNESSETH:

WHEREAS, the Township desires to secure the services of Consultant to perform a radiological risk assessment and safety evaluation and associated services for premises of Advanced Accelerator Applications, located at 57/59 East Willow Street, Millburn, New Jersey 07041, hereinafter referred to as "the Project"; and

WHEREAS, Consultant submitted a proposal for the performance of said services dated 10/14/2015, ("Proposal") which is attached to this contract as Appendix A and made a part hereof; and

WHEREAS, this contract is awarded to Consultant by Resolution as a professional service pursuant to the Local Public Contracts Law, N.J.S.A. 40:40A-11 et seq. and New Jersey's Pay-to-Play law, N.J.S.A. 19:44A-20.4 et seq.

NOW, THEREFORE, in consideration of these promises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

CONSULTANT'S RESPONSIBILITIES

Consultant shall serve as Millburn's professional Consultant and provide services in accordance with the Proposal submitted on 10/14/2015 which is attached hereto and made a part hereof as Appendix A.

MILLBURN'S RESPONSIBILITIES

Millburn shall provide, to the extent possible, full information as to Millburn's requirements for the Project.

PAYMENTS TO CONSULTANT

Millburn agrees to pay Consultant as compensation for these services outlined above and provided in the Proposal on the basis of the hourly rates as set forth therein. Millburn shall make reasonable effort to promptly pay Consultant for services and expenses. Consultant shall submit invoices for payment by the 15th of the month and Millburn shall present invoices for approval by its Governing Board thereafter at a scheduled regular meeting. Millburn shall make payment within a reasonable time thereafter in accordance with its customary payment procedures. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

GENERAL CONSIDERATIONS

1. **Scope** - The Consultant is hereby retained by the Township to perform the services set forth in his proposal. Following the performance of the first phase of services, and dependent upon the results of thereof, Consultant shall submit an additional proposal for recommended additional services as set forth in the proposal.
2. **Term** - The term of this Agreement is for one year.
3. **Termination** - This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Under this paragraph, Consultant shall be paid for services rendered and expenses incurred to the date of termination. The termination of Consultant shall be deemed to be a termination of any subcontractors of Consultant as of the termination date. All finished or unfinished documents, data, studies, agreements and/or reports prepared by Consultant under this Agreement, shall be delivered to Millburn.
4. **Consideration** - For the services set forth in paragraph 1 above, the consideration shall be at the rate of \$250.00 per hour. It is anticipated that the total fees in the first phase will not exceed \$8,750.00. If such sum is to be exceeded, Consultant shall obtain the approval by Millburn before proceeding.
5. **Controlling Law** - This Agreement is governed by the Laws of the State of New Jersey.
6. **Successors and Assigns** - Millburn and Consultant each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal

representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither Millburn nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in the above paragraph and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent Consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Millburn and Consultant.

7. **Liability** - Consultant shall not be responsible for the acts or omissions of any Consultants or any persons (except Consultant's own employees, Consultants, contractors, subcontractors and agents) or otherwise performing any work in connection with the Project; however, nothing shall be construed to release Consultant from liability for failure to properly perform duties undertaken by it under this Agreement.
8. **Document Ownership** - All plans, drawings, opinions, calculations, drafts, reports, analyses and all other documents pertaining to the work required hereunder and prepared by Consultant, or any independent Consultant, associate or subcontractor assisting Consultant in the performance of the services enumerated hereunder, shall be the absolute property of Millburn except that any computer programs or similar confidential intellectual property

developed and utilized by Consultant, or by its independent Consultants, associates or subcontractors, in the performance of its obligations shall remain the absolute property of such Consultant, independent Consultant, associate or subcontractor. Consultant shall be authorized to retain copies of any documents that Consultant possessed with respect to the Project during the term of this Agreement.

9. **Insurance** - Consultant shall maintain insurance and indemnify Millburn as follows:

Consultant shall maintain at its own expense the following insurance covering any claims incurred or arising as a result of Consultant's performance, which insurance shall be issued by a carrier authorized to do business in the State of New Jersey and having agents upon whom service of process may be made in the State of New Jersey and shall contain at a minimum the following provisions, coverages and policy limits of liability: Professional Liability Insurance with limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. A Certificate of Insurance shall be provided showing the foregoing coverage and limits.

10. **Affirmative Action and Business Registration Certificate Provisions** – This

Agreement is subject to the following special provisions.

- a) The mandatory language or P.L. 1975, C. 117 and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are attached at Appendix C of this Agreement and made a part hereof. Consultant agrees to afford equal opportunity in performance of this Agreement in accordance with an Affirmative Action Program approved by the appropriate authorities.
- b) This Agreement is further subject to N.J.S.A. 52:32-44, which imposes the following requirements on contractors and all subcontractors that knowingly provide goods or

perform services for a contractor fulfilling this contract: Consultant and their subcontractors of any tier must comply with the provisions of P.L. 2004, c. 57 (N.J.S.A. 52:32-44). Consultant shall provide the contracting agency with its business registration and that of any named subcontractor prior to the time a contract is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the Consultant providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

Additionally, N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for the Consultant fulfilling this contract: No contract with a subcontractor shall be entered into by the Consultant unless the subcontractor first provides proof of a valid New Jersey Business Registration Certificate. The Consultant shall maintain and submit to the Owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted to the Millburn before receipt of final payment from Millburn. A contracting agency shall not be responsible for a Consultant's failure to comply with this subsection. During the term of the Contract, the Consultant and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:34B-1 et seq.) on all their taxable sales of tangible personal property delivered into the State of New Jersey.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits - The following are attached to and made a part of this Agreement:

Appendix A – Proposal submitted by Peter J. McDermott, M.S., CHP,
of Rycon Solutions, dated 10/14/2015;

Appendix B - Resolution adopted by Millburn dated October 20, 2015,
“Awarding Contract for Professional Services to
Peter J. McDermott, M.S., CHP”;

Appendix C - Mandatory Affirmative Action Language; and

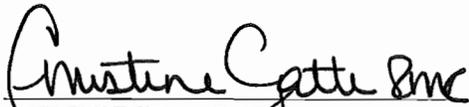
Appendix D - Business Registration Certificate of Consultant.

ENTIRE AGREEMENT

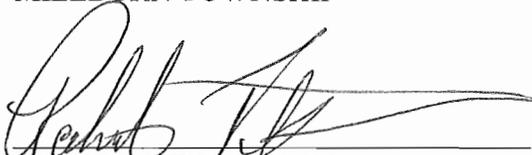
This Agreement, together with the Exhibits identified as Appendix A, Appendix B, Appendix C, and Appendix D, above, constitutes the entire Agreement between Millburn and Consultant and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

ATTEST:


CHRISTINE A. GATTI,
TOWNSHIP CLERK

MILLBURN TOWNSHIP


ROBERT J. TILLOTSON,
MAYOR

ATTEST:


An Attorney at Law
of New Jersey

CONSULTANT


PATRICK J. McDERMOTT,
M.S./CHP

APPENDIX A

PROPOSAL

RyCon Solutions

18 Winchester Terrace
Randolph, NJ 07869
973-723-5443 (cell)

Number: MILL-01

Date: 10/14/2015

RyCon Solutions appreciates the opportunity to provide this estimate to the Township of Millburn, c/o – Christopher Falcon, Esq. Services would vary as needed and work will not be performed without the prior approval of Mr. Falcon or another authorized agent for the Township of Millburn. The estimate is for time and materials only. Time is billed at \$250.00 per hour. Materials will be billed at cost + 10%, however I do not foresee the need for any substantive material outlays. This is NOT a fixed price proposal, that is, only hours worked or traveled will be billed.

I have estimated 35 hours of effort for the initial scope of work, based on my conversations with Mr. Falcon. This should allow for sufficient time to:

- Review the AAA application submitted to the NJDEP.
- Liaise with AAA representatives regarding details of the aforementioned application.
- Liaise with the NJDEP on behalf of the Township.
- Provide an assessment of the potential risks (or lack thereof) if AAA were to be granted a radioactive material use license and begin operations.
- Meet with Township Council, fire, police, emergency management personnel, etc. to answer detailed questions and discuss first response operations.
- Provide answers (format TBD) to questions originating from concerned citizens.

Following the initial scope of work, should the Township require detailed dose modeling for release scenarios and/or request other services or more time from RyCon Solutions, a supplementary proposal will be provided.

APPENDIX B

RESOLUTION TO AWARD PROFESSIONAL SERVICES CONTRACT

WHEREAS, there exists a need for retention of a Consultant to perform a radiological risk assessment and safety evaluation on behalf of the Township; and

WHEREAS, the Township Committee has determined that those services should be performed by Patrick J. McDermott, M.S., CHP, of Rycon Solutions; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:11-1 et seq.) authorizes contracts for the provision of "Professional Services," which may be awarded without public advertising and competitive bidding, provided a brief notice of the nature, duration, service and amount of contract is published, and that the Resolution and contract are kept on file and available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millburn:

1. The Township Committee does hereby award a contract to Patrick J. McDermott, M.S., CHP, of Rycon Solutions for professional services to Millburn Township for a term of one year from the date hereof, or sooner if completed.
2. Consultant shall charge \$250.00 per hour up to, and not to exceed, \$8,750.00 without further authorization. A second phase of the Project with a separate authorization shall be awarded, as needed, upon a determination of the scope of the services to be rendered and negotiation of a fee.
3. The Mayor and Township Clerk are hereby authorized to execute a Contract therewith for the provision of such services on terms and conditions acceptable to the Township of Millburn, in a form approved by the Township Attorney, and in accordance with the proposal sent by Mr. McDermott dated October 14, 2015.
4. Notice of the nature, duration and amount of the contract shall be published once in an official newspaper and a copy of this resolution and the agreement shall be on file and available for public inspection in the Office of the Township Clerk.
5. The Township Clerk is in receipt of a Certification that funds are available.
6. This award is subject to the submission of a Business Entity Disclosure Certification and a Determination of Value to be placed on file with this resolution within ten days hereof.

7. This Resolution shall take effect immediately.

I, Christine A. Gatti, Clerk of the Township of Millburn, in the County of Essex, State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Township Committee at a regular meeting held on the 20th day of October, 2015.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Township this 20th day of October, 2015.

Christine A. Gatti
Township Clerk

Appendix C
Mandatory Affirmative Action Language

During the performance of this Agreement, the CONSULTANT, hereinafter referred to as "Contractor," agrees as follows:

a. 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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 contracting officer setting forth the provisions of this nondiscrimination clause.

b. 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.

c. 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.

d. The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c.127), as amended and supplemented from time to time.

e. The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c.127), as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. (P.L. 1975, c.127), as amended and supplemented from time to time.

f. The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

h. 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, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

j. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

k. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

l. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of this contract.

m. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Insurance Planning Services, Inc. 150 River Road Unit A-A2 Montville NJ 07045	CONTACT NAME: Elliot Gorman PHONE (A/C, No, Ext): (973) 335-3816 FAX (A/C, No): (973) 335-5860 E-MAIL ADDRESS: elliot@businessinsuranceplanning.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Preferred Mutual Ins. Co. NAIC # 15024	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERAGES CERTIFICATE NUMBER: 5/1/15 - 5/1/16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BOP0100713811	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Non-owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BOP0100713811	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as an additional insured with respect to General Liability as per a contract with the named insured.

CERTIFICATE HOLDER Millburn Township 375 Millburn Avenue Millburn, NJ 07041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Elliot Gorman/EBG <i>Elliot Gorman</i>
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