

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered into this 14th day of April, 2015, by and between, Antis Township, Pennsylvania, a municipal corporation, hereinafter referred to as "Township", and Mackin Engineering Company hereinafter referred to as "Consulting Firm".

WHEREAS, the Township desires to have certain one-time professional consulting work done for the completion of a Comprehensive Recreation, Park and Open Space Plan; and,

WHEREAS, the Township desires to enter into a contract for this work as indicated in the Project Narrative Form, hereinafter referred to as "Project Narrative", and made a part of this agreement, included herein by specific reference, and attached as Appendix A to this agreement; and,

WHEREAS, the Consulting Firm desires to provide services requested in the Project Narrative to the Township based on the formal proposal submitted to the Township, said proposal made a part of this agreement, included herein by specific reference and attached as Appendix B to this agreement; and,

AND WHEREAS, the Consulting Firm is equipped and staffed to provide the services set forth in the Project Narrative and proposal submitted.

NOW, THEREFORE, the parties mutually agree as follow:

That the Consulting Firm will provide a Comprehensive Recreation, Park and Open Space Plan for the all-inclusive amount of **\$31,670** with a completion date of April 1, 2016.

TERMS AND CONDITIONS

THE CONSULTING FIRM WILL: Provide professional consulting services as specified in the Project Narrative and accepted by the Consulting Firm's proposal and amended by any addendum listed herein and attached hereto.

Assign the following individuals to do the Township's required work at the minimum number of hours as indicated:

<u>NAME</u>	<u>POSITION</u>	<u>MINIMUM HOURS</u>
Amy Wiles	Lead Senior Planner	200
Jenni Easton	Senior Planner	40
Marcy Bahur	Administrative Professional	40
Jim Watenpool	CPRP	143

Any changes to the staffing proposed shall be subject to the approval of the Township, however, staff changes by the Consulting Firm will not be denied where the staff replacement is of equal ability or experience to the predecessor.

Nondiscrimination/Sexual Harassment Clause

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subgrant agreement, contract, or subcontract, the consulting firm, sub consultant, contractor, subcontractor, or any person acting on behalf of the consulting firm shall not by reason of gender, race or creed or color discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The consulting firm, any sub consultant, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The consulting firm, any sub consultant, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The consulting firm, any sub consultant, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any sub consultant, contractor, subcontractor or supplier who is qualified to perform the work which the grant relates.
5. The consulting firm, any sub consultant, any contractor or any subcontractor shall within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the DEPARTMENT and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with this nondiscrimination/Sexual Harassment Clause. Within 15 days after award of the grant, the consulting firm, shall be required to complete, sign and submit Form STD-21, the "initial Contract Compliance Data" form. If the consulting firm has fewer than five employees, or if all its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 days after award of the grant, request an exemption from the STD-21 form from the DEPARTMENT.
6. The consulting firm, any sub consultant, contractor or any subcontractor shall include this nondiscrimination/Sexual harassment Clause in every sub grant agreement, contract or subcontract so that those provisions applicable to sub consultants, contractors or subcontractors will be binding upon each sub consultant, contractor, or subcontractor.
7. The Commonwealth may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the consulting firm, sub consultant, contractor, or subcontractor in the Contractor Responsibility File.

ANTIS TOWNSHIP WILL:

Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for total amount not to exceed **\$31,670** for the completion of a Comprehensive Recreation, Park and Open Space Plan.

Provide reasonable access to all Township personnel, facilities, and information necessary to properly conduct and complete the work required under this Agreement.

Bear the responsibility for implementing provisions and / or recommendations of the final adopted plan completed under the terms of this contract unless implementation is required as a part of the requested work in the Project Narrative, the Consulting Firms proposal, or any negotiated addendum that is part of this agreement.

Make payment to the Consulting Firm within thirty (30) days after receipt of a properly prepared invoice for work satisfactory completed.

Make final payment to the Consulting Firm within thirty (30) days after final product approval by DCNR.

FURTHER, IT IS AGREED BY ALL PARTIES THAT:

The final product produced by the work of the Consulting Firm pursuant to this agreement, including the study / plan narrative report, maps, drawings, and other documents prepared by the Consulting Firm and intended to be appended to the study / plan narrative report or be included by reference, shall be owned by the Township and DCNR.

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

ANTIS TOWNSHIP

By: _____
Kenneth Hostler, Chairman

Attest: _____
Lori Del Biondo, Secretary

MACKIN ENGINEERING COMPANY

By: _____
Dean I Mackin, Chief Executive Officer

Attest: _____
Dennis Martinak, Director – Municipal Services