

**DRAFT**  
**PROFESSIONAL SERVICES CONTRACT**  
**For EXPERT EVALUATORS**  
**DCA RFP #10-02-2012**

This Agreement is effective as of \_\_\_\_\_, by and between the New Jersey Historic Trust, an instrumentality of the State of New Jersey, in but not of the Department of Community Affairs, with offices at 101 South Broad Street, Trenton, New Jersey (hereinafter "Trust") and \_\_\_\_\_, for consulting services related to the award of funds made pursuant to the Garden State Preservation Trust Act of 1999 (hereinafter "Consultant").

The evaluation of proposals seeking Trust funds requires the participation and assistance of outside expert consultants. The consultants assist the Historic Trust by reviewing and recommending proposals for funding by the Garden State Historic Preservation Trust Fund.

The Trust hereby engages the Consultant, and the Consultant hereby agrees to perform, in a good and skillful manner, in accordance with the directions and subject to approval of the Executive Director of the Trust, such services as are more fully set forth below, but which in general include the review, evaluation, scoring and ranking of historic site management projects which have applied for funding pursuant to P.L. 1999, c.152.

During the term of the Agreement, the Consultant will perform the following professional historic preservation review consulting services which will include, but not be limited to:

1. Review, evaluate, and score sixty nine (69) Grant Round 2012 Historic Site Management (HSM) applications.
  - a. Review 69 HSM applications for Garden State Historic Preservation Trust Fund grants which will be mailed to you in November, 2012.
  - b. Assess the applications based on the criteria for review established by the Trust Assign each application a preliminary score.
  - c. Review the site reports for each application prepared by Trust staff, which will be mailed to you in November/December, 2012. Tentatively score the applications using the Trust's application score sheet.
  - d. Attend a one-day evaluators' panel meeting in Trenton, NJ, scheduled to be held in Trenton January 30, 2013, bringing your review notes and preliminary scores and providing comment and final scores for each application.

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- e. Be available by phone, if needed, for further decisions or clarification during the Trust's Grants and Loans Committee review of your comments and ranking, in March 2013.
2. Provide verbal and written professional advice on the applications to the Trust's Board members and staff as needed. Assist staff and Trust Board in the assessment of the potential impact of proposed work on the historic resources, the strengths and concerns with the proposal, and provide comment for discussion with the applicants.

The Consultant's Agreement for professional services will commence upon both parties signing the Agreement and terminate on March 30, 2013. Either party may terminate the Agreement upon 10 days written notice to the other party; where upon neither party shall have any obligation the other.

All work performed by the Consultant shall be subject to the approval of the Executive Director of the Trust, and all decisions pertaining to said work shall be made in the name of the Executive Director of the Trust. All documents, reports, or data used or produced pursuant to this agreement are the sole property of the Trust. Any dispute involving matters of fact pertaining to the scope or detail of work to be performed or completed under the Agreement shall be decided by the Executive Director of the Trust.

The Trust will reimburse the consultant for professional services rendered pursuant to performance of this agreement up to a maximum of \$1,500.00.

The Consultant will be reimbursed for professional services rendered upon Trust receipt of a payment voucher submitted by the consultant within 30 days of the Evaluators Panel Session with detailed summary of the services performed and charged to the Trust, and with detailed time reports referencing all activities in hour and/or half hour increments.

The Trust agrees to reimburse the consultant for all "out-of-pocket" expenses incurred in performing the consulting services under this Agreement, which include, but are not limited to, travel (public transportation at cost, mileage for use of personal car at New Jersey State government rate, tolls, parking at cost), telephone, overnight hotel accommodation, and meals as warranted to attend the application review panel meeting scheduled to be held January 30, 2012, up to a maximum of \$1,000.00.

Should the Consultant travel by automobile, without limiting its liability under the Agreement, the Consultant must procure and maintain at ones own cost and expense, during the life of the Agreement, Comprehensive Automobile Insurance, with coverage for bodily injury, including death, in the amount of \$100,000 per person, and \$300,000 per occurrence; and must name Trust as an additional insured on the policy.

Acceptance by the Consultant of said payment will release the Trust from all claims and liability to the Consultant for anything done or furnished for, or relating to, the work called for or to be done under the Agreement.

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The Consultant will defend, indemnify and hold harmless the Trust, its Trustees, officials and employees from any and all third party claims or actions at law, expenses and costs of every kind and description to the extent resulting from any acts, including errors and/or omissions, of the Consultant or its representatives or agents in the conduct of the work performed under the Agreement.

The Agreement cannot be transferred or assigned to any other individual, firm, partnership or corporation without the prior written consent of the Trust.

The Consultant must acknowledge receipt of a copy of the New Jersey Historic Trust's Code of Ethics and must agree to be bound by its terms during the course of the Agreement. The Consultant must further agree to provide requested information and update the Disclosure Statement appended to the Code of Ethics as may become necessary during the course of the Agreement.

Except as the Trust staff may otherwise specifically authorize the Consultant in writing, the Consultant will not at any time, directly or indirectly, divulge, furnish, use, license, grant, sell, publish or make accessible to any person or entity any Confidential Information. The term "Confidential Information" will mean information disclosed or otherwise made available to the Consultant by the Trust in connection with the Agreement. Notwithstanding the foregoing, "Confidential Information" will not include: (i) information that is or becomes part of the public domain; (ii) information which is obtained on a non-confidential basis from a third party who, to the knowledge of the Consultant, is lawfully in possession of such information; or (iii) information known by the Consultant prior to the Consultant's entering into the Agreement.

The Consultant must agree not to use the name of the Trust for any commercial purpose without the prior written consent of the Trust.

The Agreement, and the rights and obligations therein, will be governed by, and will be construed according to, the laws of the State of New Jersey, without regard to its conflict of law principles. Any legal action would be brought in the courts within the State of New Jersey.

The Agreement may not be amended or modified except by written agreement executed by authorized representatives of each party.

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Name date

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Dorothy P. Guzzo date  
Executive Director  
New Jersey Historic Trust