

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 1ST day of January, 2021;

BETWEEN: **TOWNSHIP OF JACKSON**, a municipal corporation of the State of New Jersey, having its principal offices located at 95 West Veterans Highway, Jackson, New Jersey, 08527 (hereinafter referred to as "Township")

AND: **JULIO VEGA, JR., P.E., CME**, of the firm T&M Associates, having their principal offices located at 1144 Hooper Avenue, Suite 202, Toms River, New Jersey, 08753 (hereinafter referred to as "Contractor").

W I T N E S S E T H :

WHEREAS, there exists a need for Services as Township Engineer for the Township of Jackson; and

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for professional legal services.

NOW, THEREFORE, the parties hereunder do agree as follows:

1. That Julio Vega, Jr., P.E., CME, of the firm T&M Associates, is hereby appointed and designated as Township Engineer for the Township of Jackson for a one-year term, commencing on January 1, 2021, and ending December 31, 2021.

2. The Contractor shall be compensated for services rendered to the Township in accordance with the attached Schedule a. The total amount charged by the Contractor shall not exceed the amount appropriated in the municipal budget for the year 2021, as amended and supplemented.

3. The Contractor shall perform all normal legal services as determined and authorized by the Mayor or other authorized official of the Township, in accordance with the terms of this Agreement.

4. That any other extraordinary legal services as determined and authorized by the Township Council and which could not be anticipated at the time of this Agreement, shall be charged at the rates stated and shall not exceed the amount appropriated for said purposes by the Township Council.

5. The parties to this Contract agree to incorporate into this Contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to Public P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.5(a).

6. The parties to this Contract agree to incorporate into this Contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 3.7.

7. The Contractor shall execute the Affirmative action Agreement, Exhibit A, attached hereto, which shall be incorporated herein by reference.

8. The Contractor shall submit a copy of the Certificate of employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

9. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Township Attorney.

**DASTI, MURPHY
McGUICKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

10. The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

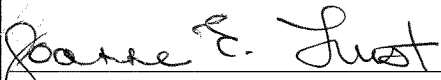
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

WITNESS & ATTEST:



JANICE KISTY, RMC
Township Clerk
(Seal)



As to Julio Vega, Jr., P.E., CME

TOWNSHIP OF JACKSON

By 

MICHAEL REINA, Mayor

By 

JULIO VEGA, JR., P.E., CME
T&M Associates

Janice Kisty
 JANICE KISTY, TOWNSHIP CLERK
 JACKSON TOWNSHIP

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NOTICE OF CONTRACT AWARD

The Township of Jackson has authorized professional engineering services under the fair and open process for CY 2021 pursuant to N.J.S.A. 19:44-20.4 et.seq. Special Engineering services are required as outlined below. The contracts and the authorizing resolutions are available for public inspection in the office of the Township Clerk.

PROFESSIONAL SERVICES CONTRACT AWARDED TO:
T&M Associates – Engineering Services

PURPOSE – Asbestos Identification Survey

PROJECT – Rova Farms site – 120 Cassville Road

COST: Not to exceed \$9,650.00

Janice Kisty, RMC
Jackson Township

(\$14.40)

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