

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this ⁴~~37~~ day of January, 2022;

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: **STEPHEN SCHREIBER, 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 engineering services.

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

1. That Stephen Schreiber, 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, 2022, and ending December 31, 2022.

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 2022, as amended and supplemented.

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

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

COUNSELLORS AT LAW

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

4. That any other extraordinary engineering 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 an Affirmative action Statement, 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.

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**

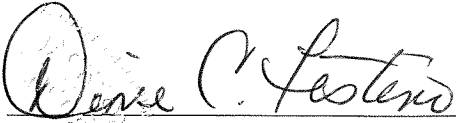
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

WITNESS & ATTEST:

TOWNSHIP OF JACKSON

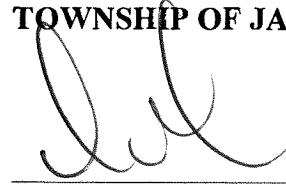



DIANE FESTINO, RMC

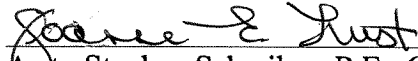
Township Clerk

(Seal)

By



MICHAEL REINA, Mayor



As to Stephen Schreiber, P.E., CME

By



STEPHEN SCHREIBER, P.E., CME
T&M Associates

DASTI, MURPHY
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EXHIBIT A

SECTION 4 | COST PROPOSAL**COST PROPOSAL****2022 SCHEDULE OF HOURLY RATES**

Billing Title	Billing Rate/Hour
Administrative Support Staff	\$90.00
Intern	\$90.00
Junior Field Staff	\$115.00
Junior Technical Staff	\$130.00
Field Staff	\$140.00
Technical Staff	\$142.00
Junior Professional Staff	\$145.00
Senior Technical + Field Staff	\$148.00
Professional Staff	\$152.00
Supervising Technical Staff	\$155.00
Senior Professional Staff	\$163.00
Manager	\$169.00
Billing Basis: Fixed Rate for Each Billing Title	

2022 JCKN



T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the attached rate schedule.



SECTION 4 | COST PROPOSAL

2022 SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2022

Contracted Services

Including subconsultants, contracted labor,

Sub-professionals, and subcontractors Invoice Cost + 15%

Direct Expenses

- Disbursements to agencies, vendors and suppliers includes:

Equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs

- ☞ Other Charges

Mileage Commensurate with IRS Guidelines

Travel and Subsistence..... Invoice Cost

Field Vehicles..... \$105/day

