

AGREEMENT FOR SERVICES
2019 PLANNING BOARD ENGINEER

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THIS AGREEMENT dated the 23rd day of January, 2019 between the Township of Brick Planning Board, a municipal corporation of the State of New Jersey, having its principal offices located at 401 Chambers Bridge Road, Brick, NJ 08723 (hereinafter referred to as "Township") and **Adams, Rehmann & Heggan Associates, Inc., 215 Bellevue Avenue, P.O. Box 579, Hammonton, NJ 08037** (hereinafter referred to as "Professional"); and

WHEREAS, the Township desires to employ "Professional" to provide Engineering Services for the Planning Board on an as need basis for a term of one year.

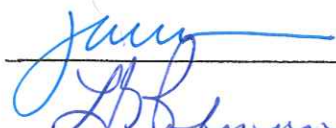
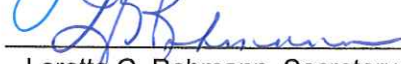
NOW, THEREFORE, the parties hereunder do agree as follows:

1. Provide Professional Planning Board Engineering Services to the Township on an as needed basis as directed by the Planning Board.
2. Services may include attendance and participation in any day/evening meetings as called for by the Planning Board.
3. Respond to general questions as posed by the Planning Board.
4. Review and respond to routine correspondence received by the Township for the assigned project.
5. It is agreed that compensation for the scope of services shall be rendered in connection with the approved 2019 rate schedule.
6. The parties of this contract agree to comply with the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) as amended and supplemented from time to time.
7. That the term of this contract commences on the date of award and terminates one year upon Resolution of Award.
8. That the parties of this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) and 5.3 of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (affirmative action), as amended and supplemented from time to time.
9. That the parties of this contract agree to comply with the provisions of P.L. 2004, c.57 and P.L. 2009 c.315 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

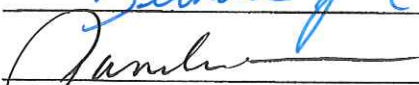
10. "Professional" shall indemnify and hold harmless the Township and their agents and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work provided that any such reasonable claim, damage, loss or expense to the extent (a) is attributable to bodily injury, sickness disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part of any negligent act or omission of the Professional, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.:

Signed by: Richard S. Rehmann, President
Signature: 
ATTEST: 
Loretta G. Rehmann, Secretary

PLANNING BOARD:

Signed by: Bernard J. Cooke
Signature: Bernard J. Cooke
ATTEST: 
Pamela O'Neill, Planning Board Clerk