

AGREEMENT FOR SERVICE
2019 ENGINEERING SERVICES POOL

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THIS AGREEMENT dated the 8th day of January, 2019 between the Township of Brick, 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 **CME Associates, 1460 Route 9 South, Howell, NJ 07731** (hereinafter referred to as "**Professional**"); and

WHEREAS, the Township desires to employ "**Professional**" to provide Engineering Services on an as need basis for a term beginning January 1, 2019 and ending December 31, 2019.

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

1. Provide Professional Engineering Services to the Township on an as needed basis as directed by the Mayor, Business Administrator, Township Engineer or their duly authorized representative.
2. Service may include attendance and participation in any day/evening meetings as called for by the Mayor, Business Administrator, and Township Engineer of their duly authorized representative.
3. Supervise the technical aspects of operations of the assigned Engineering project, including capital projects as listed in the Township's approved capital program.
4. Respond to general questions as posed by the Township's Mayor, Council, Department and or Division Heads, employees or the general public related to the assigned project.
5. Review and respond to routine correspondence received by the Township for the assigned project.
6. Review invoices and or progress payment requests from vendors and or contractors providing goods and or Service to the Township and verify reasonableness of the bill.
7. It is agreed that compensation for the scope of Service shall be rendered in connection with the approved 2019 rate schedule.
8. The Township shall be responsible to provide the Engineer with full information of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Engineer to site of the work.
9. To designate a person to act as the "Township Representative" with respect to the work to be performed such individual to have full authority to act for the Township in regard to directing and supervising the work of the Engineer. Unless otherwise designated by action of the Township, such person shall be the Township Business Administrator.
10. To provide the Engineer with forty-eight (48) hours' notice when the Township will require the Engineer to be present at a meeting or to specifically initiate any of the service outlined in the proposal.

11. To secure and provide for the Engineer's use, at the expense of the Township, such property, deed and map information as may be in the possession of the Township and to secure and provide for the Engineer's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property to be conducted by a person designated and paid by the Township, will disclose.
12. **"Professional"** shall indemnify and hold harmless the Township, Mayor and Council 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.
13. The parties to this contract agree to incorporate and comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27, Affirmative Action.
14. The parties of this contract agree to comply with the provisions of P.L. 2004, c. 57 and P.L. 2009 c. 315 in regards to Business Registration Certificate.
15. 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.
16. That the term of this contract commences on January 1, 2019 and ends on December 31, 2019.

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

TOWNSHIP OF BRICK:

Signed by: John G. Ducey, Mayor

Signature:

ATTEST:

(Seal)

Lynnette A. Iannarone, Township Clerk

CME ASSOCIATES:

Signed by:

GREGORY R. VALUESI, PARTNER

Signature:

ATTEST: