

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND CIVIL
SOLUTIONS FOR TAX MAPPING AND LAND SURVEYOR SERVICES**

THIS AGREEMENT, made this 18th day of April 2023 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

Civil Solutions having its principal offices at 215 Bellevue Avenue, Hammonton, New Jersey 08037, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township is seeking to update its tax maps; and

WHEREAS, the Township requires the services of a licensed professional(s) to provide land surveying and Geographic Information Systems services; and

WHEREAS, on _____, the Township advertised a Request for Qualifications (the "RFQ") that included the award of an Agreement for Tax Mapping and land Surveyor Services (the "Contract"); and

WHEREAS, on November 15, 2022, the Contractor submitted its qualifications for consideration of award of the Contract; and

WHEREAS, on April 6, 2023, the Contractor submitted a formal proposal to provide land surveying and Geographic Information Systems services related to the update of the Township's tax maps.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Contract shall commence upon the execution of a resolution from the Township's governing body authorizing the award of this Contract.
2. Contractor shall provide the services set forth in the Contractor's Proposal dated April 6, 2023, ("Contractor's Proposal"), annexed hereto as Exhibit "A," under the fee structure set forth therein at an amount not to exceed \$59,400.
3. To the extent of any inconsistency between the Contractor's Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor's Proposal and the RFQ, the RFQ shall govern as to that inconsistency over the Contractor's Proposal.
4. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.
5. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid

return receipt requested to _____, Civil Solutions, 215
Bellevue Avenue, Hammonton, New Jersey 08037, with copy to _____
_____ or other such address as Contractor
may designate in writing to the Township.

6. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract
as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

CIVIL SOLUTIONS

 _____

JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023

BY:  _____
RICHARD RENMANN, PRESIDENT