

AGREEMENT FOR MUNICIPAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, dated as of the ____ day of **August, 2025** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **CONSULTING AND MUNICIPAL ENGINEERS, LLC**, (hereinafter referred to as the “Contractor”), having its principal offices at 379 US Route 1 South- Suite 100 Monmouth Junction, New Jersey 08852.

WHEREAS, on or about November 13, 2024 the Township issued Request for Qualifications for Professional Services, (the “RFQ”) seeking to award a Professional Services Agreement for Environmental Consulting Services; and

WHEREAS, on December 3, 2024, the Contractor submitted a proposal in response to the RFQ, annexed hereto as Exhibit “**A**,” seeking award of the Contract for Engineering Consulting Services (the “Contract”) for the scheduled hourly rates that are annexed hereto as Exhibit “**B**” not to exceed \$350,000.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Engineering Consulting Services consistent with the scope of services as set forth in the RFQ and the Contractor’s Proposal submitted on December 3, 2024 (the “Proposal”) for the scheduled hourly rates set forth in the Proposal.

2. In the event of any conflicts between the terms and conditions set forth in the RFQ and the Proposal, the terms and conditions set forth in the RFQ shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The term of this Agreement for services is January 1, 2025 through December 31, 2025. Either party may seek to terminate this Agreement with 30-days written notice.

6. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

7. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

8. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

9. This agreement is effective as of Township's adoption of an authorizing resolution by the Township's governing body.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

CONSULTING AND MUNICIPAL ENGINEERS,
LLC

Name:

Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY