

**TOWNSHIP OF BARNEGAT
SANITARY SEWER GIS MAPPING
CALENDAR YEAR 2023**

WHEREAS, the Township of Barnegat , Ocean County, New Jersey, is in need of Sanitary Sewer GIS Mapping Services for Calendar Year 2023.

WHEREAS, The Township of Barnegat is required by New Jersey Statute to appoint an Engineer; and

WHEREAS, the Township of Barnegat has retained Glenn DiGiovanni, PE of the Firm of Van Cleef Engineering Associates, LLC, (Van Cleef) Ocean County Office, located at 1705 Route 37 East, Toms River, New Jersey 08753, to perform such Services; and

WHEREAS, the Township and the Engineering Firm wish to enter into an Agreement for such Services.

NOW THEREFORE, BE IT AGREED by and between the Township of Barnegat and Van Cleef Engineering Associates, LLC, as follows:

1. The Engineering Firm shall be compensated at the maximum hourly rate of **\$148.00** per hour for all Professional Engineering Services rendered by Glenn DiGiovanni, P.E., and associates with Van Cleef.
2. Professional Engineering Services may be performed for the Township or by other Principals and Employees of the Firm of Van Cleef Engineering Associates, LLC, under the direct supervision of Glenn DiGiovanni, PE, when he is unavailable or, when otherwise necessary and desirable. Such Services shall be compensated in accordance with the "2023 Schedule of Hourly Rates" attached hereto and made a part of this Agreement.
3. This Agreement shall cover the period from January 1, 2023 through December 31, 2023.
4. Van Cleef agrees that no Services are to be performed unless specific approval is granted by an appropriate Township Official, either verbally or in writing.
5. Glenn DiGiovanni and the Engineering Firm agree that they will not seek indemnification from the Township for any of their acts done in a professional capacity pursuant to any ordinance or other law. However, this shall not preclude Glenn DiGiovanni and the Engineering Firm from seeking coverage under any policy issued to the Township if such coverage is otherwise provided. Nothing in this Agreement shall obligate the Township to provide insurance coverage or indemnification to Glenn DiGiovanni or the Engineering Firm.
6. All documents loaned and furnished by the Public Body, will be considered to be owned by the Public Body and shall be turned over to the Public Body upon request. All original field notes, calculations, drawings (tracings), worksheets, correspondence, and other filed data developed by the Engineer are to be considered to be owned by the Engineer. In the event that the Public Body wishes prints or photocopies of documents in possession of Engineer and for which the Engineer has been paid for their services associated with same, then these will be supplied in accordance with the usual, customary and reasonable charges of Engineers for reproduction.
7. Van Cleef Engineering Associates, LLC, will carry, at its own expense during the Appointment Period, professional liability insurance. A copy of the **Certificate of Insurance** is attached to this Agreement.



Contract Agreement – 2023 Sanitary Sewer GIS Mapping
Professional Engineering Services
Township of Barnegat
Page 2

8. If any provision or part thereof of this Agreement is held to be void or unenforceable under any law and shall be deemed stricken, all remaining provisions shall nevertheless, continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof, with a valid and enforceable provision, which comes as close as possible to expressing the intention of the stricken provision.

ATTEST: Township of Barnegat

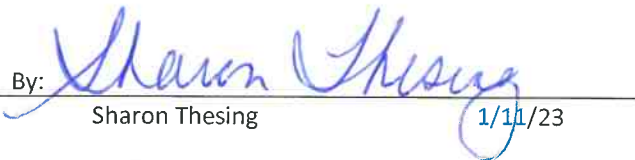
Township of Barnegat

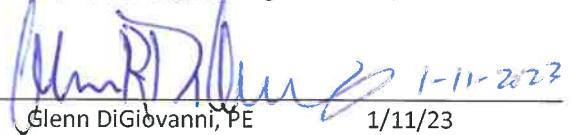
By: 

By:  Mayor, Chairperson [date]

ATTEST: Van Cleef Engineering Associates, LLC

Van Cleef Engineering Associates, LLC

By: 
Sharon Thesing 1/11/23

By:  1-11-2023
Glenn DiGiovanni, PE 1/11/23

