

PROFESSIONAL SERVICES CONSULTING AGREEMENT

This Agreement made as of the 24th day of January 2019 by and between the **City of Asbury Park**, a municipal corporation of the State of New Jersey, having its principal offices located at Municipal Plaza, Asbury Park, NJ 07712 ("CLIENT"), and **Adams, Rehmann and Heggan Associates, Inc.**, ("ARH"), a corporation of the State of New Jersey, having its principal offices located at 215 Bellevue Avenue, PO Box 579, Hammonton, NJ 08037.

From time-to-time CLIENT may desire the services of ARH, and ARH desires and agrees to perform such services for CLIENT.

Now, therefore, in consideration of the mutual promises and undertakings set forth herein, the CLIENT and ARH agree as follows:

1.0 SCOPE OF SERVICES

ARH shall perform **City Special Projects Engineer** and related services for CLIENT as directed.

2.0 PAYMENT

As full consideration for the services to be performed by ARH hereunder, CLIENT shall pay ARH in accordance with the rate schedule.

3.0 NON-FAIR AND OPEN CONTRACT

This contract has been awarded to ARH under a Non-Fair and Open process as a professional services contract. Attachment A containing Non-Fair and Open Contract Contribution Prohibition Language is incorporated herein.

4.0 TAXES

ARH shall have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by CLIENT to ARH hereunder and any amounts paid by ARH to its Personnel. ARH shall indemnify and hold CLIENT harmless against any claim or liability (including penalties) resulting from failure of ARH to pay such taxes or contributions, or failure of ARH to file any such tax forms.

5.0 CONFIDENTIALITY

5.1 Except as hereinafter specifically provided, all information disclosed by CLIENT to ARH and its personnel pursuant to this Agreement shall be in confidence. ARH and its personnel shall not use such information, except as needed to perform its obligations under this Agreement, and shall take all reasonable precautions to prevent such information from being disclosed to third parties. All materials containing such information shall be returned to CLIENT upon termination this Agreement.

5.2 The following information shall not be considered confidential:

- 1) Information which is publicly known as of the date of this Agreement.
- 2) Information which hereafter becomes publicly known, unless as a result of the fault of ARH.
- 3) Information which CLIENT agrees in writing is not confidential.

6.0 TERMINATION

6.1 This Agreement will expire on December 31, 2019. ARH will be allowed to complete any assigned but unfinished work after December 31, 2019. However, no new work will be initiated under this Agreement.

6.2 CLIENT may, upon written 2-week notice to ARH, terminate this Agreement at any time at its convenience. ARH may also, upon written 2-week notice to CLIENT, terminate this Agreement at any time at its convenience. If this Agreement is terminated, CLIENT's obligation pursuant to

the Agreement shall be limited to payment to ARH, at the payment schedule specified in Exhibit A, for the work completed and not yet paid for by CLIENT at the time of such termination. The obligations of ARH under Sections 4.0, 5.0, 7.0, 10.0 and 11.0 shall survive any termination of this Agreement.

7.0 WARRANTY

7.1 ARH hereby warrants that ARH is not presently under, nor will ARH enter into in the future, any Agreement or other obligation which would in any way prevent, limit or otherwise impair the performance of services to CLIENT or the other obligations of ARH hereunder.

7.2 ARH warrants that its personnel are sufficiently qualified and experienced to perform the services hereunder and that such personnel shall diligently apply themselves to efficiently perform the services in a professional manner. ARH also warrants that, in the event the CLIENT finds the selected personnel not suitable for the services, the CLIENT can terminate the services of such personnel within 1 week of starting the assignment. ARH also warrants that a suitable replacement would be provided within two weeks, thereafter.

8.0 RELATIONSHIP OF PARTIES

The Parties are independent contractors and neither Party shall act as agent for or partner of the other or make any commitments for or on behalf of the other without its prior written consent.

9.0 ASSIGNMENT

All covenants, stipulations, promises and other terms in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assignees and legal representatives. However, neither party shall assign this Agreement nor delegate its duties hereunder without the express written consent of the other party.

10.0 PERSONNEL ON PREMISES OF OTHER PARTY; INDEMNIFICATION

ARH, while on the premises of CLIENT, shall comply with all reasonable rules and regulations established at such premises. ARH will maintain strict security (i) with respect to any of CLIENT's facilities to which ARH is granted access by CLIENT and (ii) regarding any materials or information delivered to ARH by CLIENT or developed by ARH in the performance of Services, and ARH shall allow no person, other than its personnel and those of CLIENT, access to such materials, information or facilities.

11.0 WAIVERS

Failure of either Party hereto to enforce any of the provisions of this Agreement, or of any rights with respect thereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure by any Party hereto to enforce any of such provisions, rights, or elections shall not prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

12.0 INVALIDITY

If any provision of this Agreement, or any portion thereof, is subsequently held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this Agreement shall remain in full force and effect and such provision or portion shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision or portion had not been contained herein.

13.0 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the substantive laws of the State of New Jersey.

14.0 PUBLICITY

Neither Party shall issue a news release, public announcement, advertisement, or other form of publicity concerning its efforts in connection with this Agreement without the prior approval of the other Party.

15.0 INSURANCE

ARH shall maintain at its expense such insurance as will fully protect ARH from any claims for damage for bodily injury, including death, and for property damage, which may arise from ARH's activities under this Agreement, whether such activities are performed by ARH or by any subcontractor or anyone directly or indirectly employed by either of them. ARH shall provide proof of Worker's Compensation, general liability, automotive liability, and professional liability insurance.

16.0 COMPLETE UNDERSTANDING

Each Party acknowledges that it has read this Agreement (including all Exhibits), and agrees that it is the complete and exclusive understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year above written.

City of Asbury Park

Witness: _____

By: _____

Printed:

Printed:

Title:

Title:

Date:

Date:

Adams, Rehmann & Heggan Associates, Inc

Witness:  _____

By:  _____

Printed: Loretta Rehmann

Printed: Richard Rehmann

Title: Secretary

Title: President

Date: 1/24/2020

Date: 1/24/2020