

RESOLUTION

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF SOMERSET AND BRIDGEWATER TOWNSHIP FOR THE MILLING, RESURFACING AND RESTRIPIING OF VARIOUS STREETS AS LISTED BELOW IN AN AMOUNT NOT TO EXCEED \$2,500,000

This Agreement, made this 6th day of March, 2017 between Bridgewater Township, having its principal offices at 100 Commons Way, Bridgewater New Jersey, hereinafter called "Township", and the County of Somerset, having its principal offices at 20 Grove Street in the Borough of Somerville, Hereinafter called "County".

WHEREAS, the County of Somerset is desirous to entering into a joint venture with the Township for the milling, resurfacing and restriping of various roads; and

WHEREAS, Bridgewater Township owns and maintains said roads and it is the responsibility of the Township to pay the costs for the milling, resurfacing and restriping of these roads; and

WHEREAS, it has been determined that the most expeditious way to proceed with the project would be as a shared service agreement, with Somerset County designing, inspecting, advertising for receipt of bids and entering into a contract for construction and the Township paying their jurisdictional costs for the milling, resurfacing and restriping of said roads as more specifically set forth in this Agreement; and

WHEREAS, it is the purpose of this Agreement to set forth the various duties, responsibilities and obligations of the parties thereto; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.) authorizes and empowers the County and the Township to enter into this Agreement for the purposes of having the County provide the services contemplated by this Agreement to the Township;

NOW, THEREFORE, in consideration of the mutual and joint obligations set for herein and other valuable considerations, the Township and County do hereby mutually agree as follows:

1. The following streets will be milled, resurfaced and restriped:

Crim Road- from Mine Road to Washington Valley Road
Foothill Rd- from Merriwood Road to Route 22
Milltown Road- from Old York road to Route 202
Milltown Road- from Route 202 to Railroad bridge
Milltown road- from Railroad bridge to Route 22
Milltown Road- from Route 22 to Easton Turnpike
North Shore Drive- from South Shore to South Shore
South Shore Drive- from Evergreen Dr. to Dogwood Dr.
Talamini Road- from Country Club Rd to Glen Ridge Drive
Talamini Road- 450' west of Thruway Drive to I-287

2. In order to implement the milling, resurfacing and restriping of the aforesaid streets, the County agrees to furnish, supply and/or undertake the following:
 - a. Advertise for receipt of bids and subsequently enter into a contract for construction pursuant to Local Public Contract Law (N.J.S.A. 40A:11-1 seq.)

- b. Provide all necessary services for Construction Inspection of the project.
- 3. In order to implement the milling, resurfacing and restriping, the Township agrees to furnish, supply and/or undertake the following:
 - a. Adopt any and all ordinances to accomplish the milling, resurfacing and restriping of said street and as may be required by law in order to accomplish the purposes of this Agreement.
 - b. Pay for 100% of the cost of construction based upon the final as-built quantities as they relate exclusively to the Milling, Resurfacing and Restriping of said streets and appurtenances only.
 - c. Pay for 100% of the cost of construction inspection (including managerial staff time) based upon the actual hours of field inspection billed at rates in Schedule "C" (attached).
 - d. Pay for 100% of the cost of traffic control provided by Bridgewater Police Department (or other traffic control providers if Bridgewater Police are unavailable) as billed to the contractor.
- 4. The County and the Township further mutually agree as follows:
 - a. It is agreed that the County shall pay the successful bidder of the project for all of the construction costs. The County shall be responsible to administer the construction contract which is awarded to the lowest responsive bidder and make partial payments to the contractor as the work progresses and in accordance with the bid specifications and contract. It is agreed that the contract with any successful bidder shall provide for indemnities in favor of the County and the Township for any personal injury or property damage incurred during the construction of the project. Additionally, the successful bidder shall be required to provide insurance in favor of the County and the Township in accordance with the standard County contract provisions.
 - b. Following completion of 50% of the construction and inspection work, Township shall make payment to County based on 50% of the bid price for the work. Payment by the Township shall be made within 30 days of the notice from the County that half the work has been completed.
 - c. Within 30 days after completion of the work on the roads listed herein, the parties shall conduct a final accounting to determine the amount of monies owed by the Township for their respective share of the project which will be based upon the actual costs for their respective portion of the work.
 - d. The Township shall reimburse the County the remaining 50% for Inspection and Construction pursuant to this agreement within 30 days following completion of construction.

- e. Except where responsibilities are established as stated above in items 2b and 3c, compensation of County and Township employees shall be borne by the respective public bodies and shall not form a part of any cost for the milling, resurfacing and restriping project.
- f. The County shall at times hereafter indemnify and hold the Township harmless from and against any and all losses, claims, damages and suit for damages for property and injury to and/or death to persons caused or resulting from the actions or in-actions of the County in regard to any of its obligations agreed to herein.
- g. The Township shall at times hereafter indemnify and hold the County harmless from and against any and all losses, claims, damages and suit for damages for property and injury to and/or death to persons caused or resulting from the actions and in-actions of the Township in regard to any of its obligation agreed.
- h. The parties hereto will comply with all applicable rules, regulations, statutes and ordinances of the State of New Jersey and agree that the bidding and award of the construction contract will follow the Public Contract Laws of the State of New Jersey.
- i. This agreement shall become effective upon the passage of an authorizing Resolution by the Township and a Resolution by the County as required by the Uniform Shared Services And Consolidation Act, N.J.S.A. 40A:65-1. This Agreement shall remain in effect until completion of all of the duties, obligations and responsibilities of the respective parties as set forth in this Agreement.
- j. Based on estimates reviewed by the County, the anticipated total funds needed for construction are **\$2,500,000**. It is understood that for the purpose of this Agreement, the construction costs can only be estimated prior to the bid. Actual costs will be determined upon completion of the road work. The County agrees to review bids with the Township Council, and agree upon the estimated quantities, together with the costs associated with those quantities, for the portions of the project which are their respective responsibility. The County will undertake the responsibility to advertise for bids for the entire project and, after receipt of bids, award a contract to the lowest, responsive and responsible bidder subject to a reasonable review and approval of the Township Council. Each of the parties hereto agree to provide documents evidencing that funds have been appropriated for the parties' share of the Project, which documents evidencing that funds have been appropriated must be provided before advertisement for bidding of the Project as published.
- k. The lowest responsive bidder shall provide a Certificate of Insurance which shall name the County of Somerset and the Township of Bridgewater and their officers, employees, Freeholders, Mayors and Council Members and assigns as additional insured with minimum limits of liability to be reasonably approved by the parties.

- l. This Agreement may not be assigned to one party without the written consent of the other.
- m. This Agreement sets for the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change of modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties hereto.
- n. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined on its operation to the clause, sentence, paragraph, section or part thereof, directly involved to the controversy in which such judgment shall have been rendered.

| Introduced | Seconded | Council | Aye | Nay | Abstain | Absent |
|------------|----------|----------|-----|-----|---------|--------|
| | | Moench | | | | ✓ |
| ✓ | | Norgalis | ✓ | | | |
| | ✓ | Pedroso | ✓ | | | |
| | | Rose | ✓ | | | |
| | | Kurdyla | ✓ | | | |

Adopted: March 6, 2017

IN WITNESS THEREOF, The COUNTY and The TOWNSHIP shall cause this Agreement to be executed by their proper officials and their proper seals affixed this day and year above written.

AFFIXED:

Township Clerk

Mayor

AFFIXED:

Clerk of the Board

Freeholder Director

2017
SCHEDULE "C"

| <u>DISCIPLINE</u> <u>RATE</u> | <u>HOURLY RATE</u> | <u>46.08%</u> | <u>BILLING</u> |
|----------------------------------|--------------------|---------------|----------------|
| Licensed Engineer I | 90.17 | 41.55 | 131.72 |
| Licensed Engineer II | 75.09 | 34.61 | 109.70 |
| Licensed Engineer III | 55.55 | 25.60 | 81.15 |
| Licensed Land Surveyor | 51.73 | 23.84 | 75.57 |
| Construction Engineer | 51.47 | 23.72 | 75.19 |
| Licensed Engineer IV | 49.97 | 23.03 | 73.00 |
| Assistant Engineer | 39.18 | 18.06 | 57.24 |
| Party Chief | 34.56 | 15.93 | 50.49 |
| Transitperson | 27.63 | 12.74 | 40.37 |
| Inspector | 26.49 | 12.21 | 38.70 |
| Business Manager | 34.98 | 16.12 | 51.10 |
| Draftsperson | 26.72 | 12.32 | 39.04 |
| Administrative Assistant | 23.44 | 10.81 | 34.25 |
| Rodperson | 25.50 | 11.75 | 37.25 |

Overtime hours shall be paid at a rate 1.5 times the standard rate for any employee when that employee works in excess of 40 hours in any one week for the Township.