

**CONTRACT FOR
A PROFESSIONAL ENGINEER TO PROVIDE
ENGINEERING SERVICES FOR THE WATERSHED
ASSESSMENT REPORT AND IMPROVEMENT PLAN
FOR THE BOROUGH OF WOOD-RIDGE**

THIS CONTRACT entered into this ____ day of _____, 2026, between the **BOROUGH OF WOOD-RIDGE** hereinafter referred to as the "Borough" and **NEGLIA GROUP** hereinafter referred to as "Contractor" witnesseth as follows:

WHEREAS, the Borough pursuant to the Public Contract Law of the State of New Jersey desires to engage Contractor to provide Engineering Services for the Watershed Assessment Report and Improvement Plan in the Borough of Wood-Ridge; and

WHEREAS, the Borough desires that the scope of services to be performed by Contractor as well as the compensation to be paid to said Contractor be memorialized in a written document pursuant to law; and

WHEREAS, the Contractor is not compensated by appropriation through the General Salary Budget of the Borough.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Borough pursuant to authority delegated to it hereby retains and employs Contractor to provide Engineering Services for the Watershed Assessment Report and Improvement Plan in the Borough of Wood-Ridge in accordance with the Scope of Services proposal from NEGLIA GROUP attached hereto and made a part hereof.

2. The Borough agrees to compensate the Contractor in accordance with the letter proposal attached hereto and made a part hereof.

The total amount of compensation arising out of this agreement shall not exceed the sum of \$67,400.00.

Any sum payable hereunder shall be paid to the Contractor upon presentation of a requisition for payment to the pertinent financial officer. Said requisition by Contractor shall be submitted at monthly time intervals during the Contract period.

3. All normal expenses shall be borne by the Contractor and same shall be itemized in detail by said Contractor.

4. In the event that the Borough requires and requests of Contractor's services not compensable hereunder as a result of under appropriation or under estimation of the appropriation actually required, then and in that event, Borough and Contractor may negotiate further compensation subject to the funds being available in the municipal budget of the Borough of Wood-Ridge.

5. Contractor represents that he will utilize appropriate engineering concepts in accordance with the Laws of the State of New Jersey (and any other applicable governmental unit) and that the said Contractor possesses the requisite professional credentials necessary to consummate the subject project.

6. Contractor agrees to submit at the time of the execution of this Contract a professional and general liability insurance policy endorsement manifesting third party liability coverage in an amount not less than one (1) million each. The type of insurance shall be in a form acceptable to the Borough and shall be continued for so long as this Agreement is in effect.

The Contractor agrees to indemnify, defend and save harmless the Borough, its officers, agents and servants against and from all suits and costs of every kind and description and from all damages to which the Borough or any of its officers, agents or servants may be put, by reason of injury to the person or property of others, resulting from carelessness in the performance of said Contract or through the negligence of the Contractor or through any improper or defective machinery, implements, materials or appliances used or supplied by the Contractor in the execution of this Contract, or through any act or omission on the part of the Contractor, its agents or servants.

7. During the performance of this contract, the contractor agrees as follows:

A) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status affectional or sexual, orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provision of this nondiscrimination clause;

B) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C) The contract. or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for, employment.

D) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

E) The contractor or subcontractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

8. This Agreement is subject to the appropriation of monies being made by the Borough of Wood-Ridge.

9. Contractor agrees to submit detailed statements of services rendered at the time he submits his requisition for payments pursuant to Paragraphs 2 and 3 hereinabove.

10. The Contractor expressly represents and warrants that it has complied with all the requirements concerning insurance and surety obligations contained in the Insurance schedule attached hereto and made a part hereof.

11. MEDIATION. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable

law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Borough and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12. ARBITRATION. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.

Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Borough, Contractor, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

13. The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet or transfer any interest in this Contract without written authorization of the other.

14. This Contract may be amended or supplemented in any particular by following the procedure used for its adoption.

15. This Contract shall be construed in accordance with the Laws of the State of New Jersey.

16. A waiver at any time of any of the terms and conditions of this Contract shall not be construed a modification, cancellation or a waiver of any other terms and conditions.

17. This Agreement shall terminate on the 31st day of January, 2027.

18. In addition any and all emergency and/or extra services shall be capped at an amount agreed to in advance and not to exceed twenty (20%) percent of the original contract sum.

19. This contract has been awarded pursuant to N.J.S.A.19:44A-20.5 et seq.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, their seals affixed and attested by their duly authorized officers.

ATTEST:

Borough of Wood-Ridge

Gina Affuso
Borough Clerk

By _____
Paul A. Sarlo
Mayor

Neglia Group

By _____
Michael J. Neglia

INSURANCE

The CONTRACTOR shall keep in force the following types of insurance in a company or companies acceptable to the BOROUGH OF WOOD-RIDGE.

1. **WORKERS COMPENSATION.** Workers Compensation to comply with the NJ Statutes and any other state where work is to be performed. Coverage for U.S. L & HW Act & Jones Act, if applicable.
2. **COMPREHENSIVE GENERAL LIABILITY.** Minimum policy limits of \$1,000,000. Combined Single Limit. Policy in Standard Form, to include the Occurrence Clause and must include contractors protective liability coverage, completed operations and the Comprehensive General Liability Broadening Endorsement (Form GL0404) or equivalent. Certificate must confirm property damage liability coverage for explosion, collapse and underground damage. If your work is subject to these hazards (SCU Coverage). Policy to be endorsed to make the BOROUGH OF WOOD-RIDGE an Additional Insured.
3. **AUTOMOBILE LIABILITY.** Covering all owned, non-owned, and hired vehicles. Minimum policy limit of: \$1,000,000. Combined Single Limit. Policy to be endorsed to make the BOROUGH OF WOOD-RIDGE an Additional Insured.
4. **UMBRELLA LIABILITY.** Minimum policy limit of \$5,000,000. per occurrence. \$5,000,000. annual aggregate.
5. **PROPERTY INSURANCE.** The Contractor is required to insure his own property. The BOROUGH OF WOOD-RIDGE will **not** provide any insurance on Contractor's property.
6. **SURETY BOND.** The Contractor must provide a performance surety bond in the amount of this contract, executed by a reputable bonding company authorized to do business in this State.
7. **SUBCONTRACTORS.** Any subcontractors retained by the Contractor must fully comply with the same insurance requirements applicable to the Contractor.

INDEMNIFICATION AGREEMENT

The Contractor agrees that it will defend, indemnify and save harmless BOROUGH OF WOOD-RIDGE, its officials, agents and employees from any and all liability, suits, actions and demands and all damages, costs or fees on account of injuries to persons or damage to property, including accidental death, arising out of or in connection with the work or by reason of the operations under this agreement.

Before the Contractor shall be permitted to commence the work described in this contract, he shall furnish the BOROUGH OF WOOD-RIDGE with the certificate of insurance from his insurance carrier certifying that the coverage's specified above are in effect.

The certificates of insurance shall contain a clause stating that the "BOROUGH OF WOOD-RIDGE", is to be notified at least thirty (30) days prior to cancellation of/or material change in this policy.

RE: ENGINEERING SERVICES FOR WATERSHED ASSESSMENT REPORT AND
IMPROVEMENT PLAN

STATE OF NEW JERSEY:

: SS.:

COUNTY OF BERGEN :

I, Michael J. Neglia, of the Township of Lyndhurst in the County of Bergen, State of New Jersey, of full age, being duly sworn according to Law on my oath depose and say that:

1. I am an owner of the firm of NEGLIA GROUP a bidder making a proposal upon the above named project.

2. NEGLIA GROUP does not have fifty (50) employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. NEGLIA GROUP has complied with all the affirmative action requirements of the State of new Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, of the State of New Jersey, pursuant thereto.

5. I am aware that if NEGLIA GROUP does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Bergen, Borough of Wood-Ridge, until an affirmative action plan is approved. I am also aware that the Contract may be terminated and the firm may be debarred from all public contracts for a period of up to five (5) years.

6. In the event my work force increased to fifty (50) employees, I must contact the State Affirmative Action Office and complete an Employees Information Report.

Subscribed and sworn to
before me this _____ day
of _____ 2026.

Michael J. Neglia

