

**THIS SHARED SERVICES AGREEMENT** made pursuant to N.J.S.A. 40A:65-1 et seq and dated October , 2014 by and between the

**THE TOWNSHIP OF BLOOMFIELD**, a municipal corporation organized and existing pursuant to the laws of the State of New Jersey with the principal place of business at One Municipal Plaza, Bloomfield, New Jersey 07003 (“BLOOMFIELD”), and the

**BOROUGH OF GLEN RIDGE**, a municipal corporation organized and existing pursuant to the laws of the State of New Jersey with the principal place of business at 825 Bloomfield Avenue, Glen Ridge, Essex County, New Jersey 07028 (“GLEN RIDGE”).

### **RECITALS**

1. Bloomfield and Glen Ridge are presently cooperating to share the cost of construction related to roadway improvements along Essex Avenue between Bay Avenue and Benson Street (“THE PROJECT”).
2. Essex Avenue is co-owned and maintained by both Bloomfield and Glen Ridge in that its approximate centerline coincides with the municipal boundary between the two entities.
3. Both municipalities have applied and received New Jersey Department of Transportation (NJDOT) Local Aid Funding for Fiscal Year (FY) 2013 and 2014 to finance the improvements.
4. The total amount of funding awarded to each municipality for FY 2013 and 2014 as well as Glen Ridge CDBG funding for 2013 and 2014 is as follows as per the award letters from the NJDOT included in Attachment A to this agreement:

Bloomfield Funding:	\$544,930.00
Glen Ridge Funding:	\$474,000.00
CDBG Gen Ridge Funding:	\$ 79,000.00
Total Available Funding:	\$1,097,930.00

5. The Engineer’s Estimate for this project is \$1,050,154.00 and is included as Attachment B of this agreement.
6. Bloomfield and Glen Ridge desire to proceed with the bidding process for construction of the project.

7. Representatives of Bloomfield and Glen Ridge are of the opinion that the best way to administer construction of the project, as well as construction management, is to enter into a shared services agreement and allow one municipality to act as the lead agency for the project and who will be responsible to bid the contract and administer payment to the constructor.
8. The Bloomfield Engineering Department prepared the construction plans and specifications for the project and therefore should act as the lead agency in bidding and administering the contract.
9. This Shared Services Agreement is intended to generally delineate the responsibilities and financial obligations undertaken by each municipality for the preconstruction and construction of the project. Each phase will be governed by additional agreements as needed consistent with the parameters and conditions set forth herein.

In consideration of the mutual benefits that each municipality will receive from this project and the agreements contained herein, Montclair and Glen Ridge hereby agree as follows:

### **1. Objectives and Agreement to Cooperate**

The municipalities agree that the primary objective of this Agreement is to simplify and expedite the bidding, construction and construction management of the project.

### **2. Project Phases**

This agreement applies to the following project phases:

- a. Preconstruction.
- b. Construction.

### **3. Phase Details**

- 3.1 Preconstruction responsibilities.
  - (a) Design -- complete.
  - (b) Selection of contractor – Bloomfield.
  - (c) Contract -- joint payment; Bloomfield to take lead.
  - (f) Public entity approvals – joint
- 3.2 Construction
  - (a) Oversight -- Bloomfield and/or joint agreement to retain a construction manager (“CM”).
  - (b) Dispute resolution -- Bloomfield and/or CM.

- (c) Change orders – Joint Resolution.
- (d) Certification of payments – owner’s rep
- (e) Final sign-off – joint

**4. Management**

Preconstruction and construction phases will be managed by Bloomfield and/or through a construction manager if one is retained, reporting to both municipalities.

**5. Term of this Agreement**

The term of this Agreement shall be in effect until the project is completed and closed out and reimbursement of NJDOT funding is provided to both, Bloomfield and Glen Ridge.

**6. Financial Procedures**

Bloomfield and Glen Ridge shall share in the cost of the improvement based upon the initial contract quantities indicated in the Engineer’s Estimate which may be modified during construction based upon the actual quantities constructed. Bloomfield shall administer the contract for the construction of the improvements. Bloomfield shall invoice Glen Ridge for their share of the construction work.

**7. Modification of this Agreement**

Any changes, revision or modification of this agreement shall be in writing by mutual consent of the parties hereto and in form as required by law.

**8. Cancellation**

This agreement may not be cancelled once construction has commenced.

**9. Personnel**

Bloomfield and Glen Ridge will not share any personnel. Compensation for any work done by employees of either municipality will be paid by that municipality.

**10. Insurance**

The awarded bidder shall be responsible to provide insurance as per the requirements of the bid documents. Both Glen Ridge and Bloomfield shall be listed as additional insureds.

**11. Approval**

This Shared Services Agreement has been approved by resolution of the governing bodies of Bloomfield and Glen Ridge, which resolutions are included in Attachment C.

The signatories below have full authority to execute this Agreement on behalf of their respective municipalities.

IN WITNESS WHEREOF, the representatives of Montclair and Glen Ridge signify the approval of their respective municipalities by affixing their signatures below.

Township of Bloomfield

By: \_\_\_\_\_  
Michael Venezia, Mayor

Attest: \_\_\_\_\_  
Louise Palagano, Township Clerk

Borough of Glen Ridge

By: \_\_\_\_\_  
Peter Hughes, Mayor

Attest: \_\_\_\_\_  
Michael Rohal  
Administrator and Clerk