

CONTRACT FOR PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES

THIS AGREEMENT made this 1st day of February 2022, by and between the Township of Barnegat, 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as "**Township**" and CME Associates, 849 West Bay Avenue, Suite 7, Barnegat, New Jersey 08005, hereinafter referred to as "**Administrative Agent for Affordable Housing**".

WHEREAS, the Township of Barnegat desires to employ an **Administrative Agent for Affordable Housing** for a term beginning January 1, 2022 through December 31, 2022, to provide such professional services as required; and

WHEREAS, the Administrative Agent for Affordable Housing has submitted a proposal for the work aforesaid; the terms and conditions of said proposal, including fees, are satisfactory to the Township and are set forth herein.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

I. EXTENT OF SERVICES

The services to be provided by the Administrative Agent for Affordable Housing encompass those normally provided by an Administrative Agent for Affordable Housing and specifically include those services required of an Administrative Agent for Affordable Housing by Statute and Ordinance, as well as any other unspecified services required by the Administrative Agent for Affordable Housing throughout the term of the Administrative Agent's appointment.

II. STATUS OF ADMINISTRATIVE AGENT FOR AFFORDABLE HOUSING, HIS ASSOCIATED FIRM AND EMPLOYEES

The Township, subject to appropriation of funds, authorizes the Administrative Agent for Affordable Housing to secure all professional, technical, and non-technical staff, which may from time to time be necessary in the performance of the services required, subject to the approval of the Township. It is agreed and understood that services will be provided, and certain functions will be performed on behalf of the Township, pursuant to the terms of this Proposal, by employees of the Administrative Agent's associated firm, CME Associates.

III. PLANNING SERVICES TO BE PROVIDED

1. Related to duties and responsibilities imposed on an Administrative Agent for Affordable Housing by Government Statute, Law, Regulations or Ordinance:

a. Direct Personal Service and Advice

Professional services of the Administrative Agent for Affordable Housing, or, in the Administrative Agent's absence, the services of a qualified, licensed associate, rendered on a part-time basis, to attend meetings of the Township, and to provide general advice. Such direct service will not include preparation of any drawings or

detailed reports, or the services of any office staff in addition to the Administrative Agent for Affordable Housing, or any service specifically scheduled hereinafter in this Agreement.

b. Review of Subdivision and Site Plan Proposals

When directed, the Administrative Agent for Affordable Housing shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding this conformance to applicable Municipal Ordinances and/or to the general requirements of design practice.

c. Review and Direction Concerning Permits and Certificates

When directed or required, the Administrative Agent for Affordable Housing shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Administrative Agent for Affordable Housing shall provide technical advice to other Township employees, officials and agents concerning their review of such documents.

d. Judicial and Quasi-Judicial Proceedings

When directed by the Township or when subpoenaed in connection with Township business to attend and testify in judicial or quasi-judicial hearings, the Administrative Agent for Affordable Housing shall provide the services necessary to prepare for and shall submit testimony regarding any items in question.

2. Related to duties and responsibilities other than those included in Subpart 1 above:

a. Preparation of Reports and Studies

The Administrative Agent for Affordable Housing shall provide services necessary to prepare and provide detailed reports requested by the Township regarding feasibility investigations, economic comparisons, land use, and community development proposals, public works projects and functions, and financing schedules and preparation of reports and recommendations concerning other matters referred to the Administrative Agent for Affordable Housing by the Township.

b. Miscellaneous Services

The Administrative Agent for Affordable Housing shall provide professional Planning services not otherwise classified herein when such services are requested by the Township.

IV. ADMINISTRATIVE AGENT FOR AFFORDABLE HOUSING RESPONSIBILITIES

1. To provide, with the usual thoroughness and competence of the Planning profession, Planning services noted and set forth in Part III above. No other warranty or representation, either expressed or implied, is included or intended.

2. To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all work completed under the terms of this contract.
3. To provide, at the request of the Township, such supplementary proposals as may be requested.
4. To arrange for the Township to examine all payroll and cost records relating to the services provided.
5. To advise the Township of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Administrative Agent for Affordable Housing inability for any reason whatsoever to provide services requested.
6. To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Township, the Administrative Agent for Affordable Housing and/or his/her associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his/their services pursuant to this Proposal. The limits of said Liability Insurance shall not be less than \$2,000,000, with \$9,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 bodily injury and property damage combined. If requested, the Administrative Agent for Affordable Housing shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (30) days written notice prior to any cancellation or alteration of the policy limits.
7. To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Administrative Agent for Affordable Housing and/or CME Associates for claims which arise from the negligent performance of the Administrative Agent for Affordable Housing pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$3,000,000.00 aggregate. Cost of coverage at a higher limit, if such is so requested by the Township, shall be paid by the Township.

V. TOWNSHIP'S RESPONSIBILITIES

1. To provide the Administrative Agent for Affordable Housing with full information as to the Township's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Administrative Agent for Affordable Housing to the site of the work.
2. The Township Governing Body will, with respect to the work to be performed, have full authority to act regarding directing and supervising the work of the Administrative Agent for Affordable Housing.
3. To provide the Administrative Agent for Affordable Housing with (48) hours' notice when the Township will require the Administrative Agent for Affordable Housing to be present at any meeting or to specifically initiate any of the services outlined in this Proposal.
4. To request any supplementary proposals required.
5. To secure and provide for the Municipal Housing Administrative Agent's use, at the expense of the Township, such property, deed and tax map information as may be in the possession

of the Municipality and to secure and provide for the Municipal Housing Administrative Agent's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property, to be conducted by a person designated and paid by the Township. Should the Township require the Administrative Agent, or CME Associates to obtain such information on its own, it is understood that such services are not included as part of the compensation in this contract.

VI. PAYMENT FOR SERVICES

1. All services outlined in Part IV, will be compensated for the actual man-hours expended in accordance with the attached rate schedule. Outside contracted services, including suppliers or sub-consultants, previously approved by the Township, will be invoiced for the direct charges, plus an amount equal to 10%, or 1.10 times the cost of their direct charges. All payments must be made pursuant to the NJ Municipal Land Use Law 40:55D-53.2.

2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3. Direct charges include disbursements, which are actual expenses incurred by the Administrative Agent for Affordable Housing and/or CME Associates in connection with the project, and include, but are not limited to:

- a. Aerial photography or topography.
- b. Payment of permit fees, application fees, review fees and similar charges.
- c. Computer expenses including time and proprietary program charges.
- d. Printing, reproduction, binding, collating and other graphic services.
- e. Messenger service, postage and handling of drawings and specifications, reports, contracts, and other bulky items.

4. Prior to incurring such fees, approval by the Township is to be obtained.

VII. PERIOD OF SERVICE AND TERMINATION

1. If the Administrative Agent for Affordable Housing is absent due to vacation or illness or becomes temporarily or permanently unable to fulfill the terms of this Agreement, the services provided for by this Agreement will become the responsibility of a qualified principal or associate of the Administrative Agent for Affordable Housing firm. It is understood and agreed by the parties hereto that in the event of the unexpected inability of the Administrative Agent for Affordable Housing to perform under the terms of this Agreement, that a qualified associate or principal of CME Associates may, without the specific agreement of the Township, proceed to fulfill the Administrative Agent for Affordable Housing responsibility under this Agreement for a period of (30) days during which period the Township may act to: a) continue such temporary arrangement in force, b) provide for the appointment of the appropriate principal or associate in the Administrative Agent's firm as the Administrative Agent for Affordable Housing of Record, or c) provide for the appointment of others.

2. Unless terminated by act of law or God, or as provided above, any agreement entered into pursuant to this Proposal shall remain in force and shall be binding upon the Administrative Agent for Affordable Housing, the Township and their heirs, successors and assigns until the Administrative Agent for Affordable Housing term of office expires.

3. Nothing herein shall be construed to prevent the Administrative Agent for Affordable Housing and Township from agreeing to amend or revise the provisions of this Agreement at any time during the Administrative Agent's term of office.

VIII. OWNERSHIP & REUSE OF DOCUMENTS

1. Ownership of Documents

All plans, specifications, reports, and other documents by the Township and submitted to the Township shall remain the property of the Township for use by the Township in current or future programs. Unless the Township directs otherwise, the Administrative Agent for Affordable Housing shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints. All shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Municipal Housing Administrative Agent, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Municipal Housing Administrative Agent, as instruments of his service. The Township, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of all documents. The Administrative Agent for Affordable Housing will provide the Township, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

2. Reuse of Documents

All documents, including drawings and specifications prepared by the Administrative Agent for Affordable Housing pursuant to this Agreement, are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by Township or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Administrative Agent for Affordable Housing for the specific purpose intended will be at Township's sole risk, with no liability or legal exposure to Municipal Housing Administrative Agent; and Township shall indemnify and hold harmless Administrative Agent for Affordable Housing from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom the unauthorized use of same. Any such verification or adaptation will entitle Administrative Agent for Affordable Housing to further compensation at rates to be agreed upon by Township and Administrative Agent for Affordable Housing.

IX. AFFIRMATIVE ACTION

The Administrative Agent for Affordable Housing will conform to the State of New Jersey Affirmative Action requirements, Items I through IV inclusive, which are marked as Exhibit A and are attached hereto and made a part hereof.

X. BILLING RATES

A copy of the Administrative Agent for Affordable Housing current billing rates for various employee titles and classifications, marked as Exhibit B, is attached hereto, and made a part hereof.

XI. AUTHORIZATION OF CONTRACT


This Contract has been authorized by Resolution of the Township of Barnegat adopted at the reorganization meeting of the **Township Committee** held on the 1st day of January 2022.

ATTEST:

**MUNICIPALITY:
TOWNSHIP OF BARNEGAT**



**Donna M. Manno, RMC
Municipal Clerk**

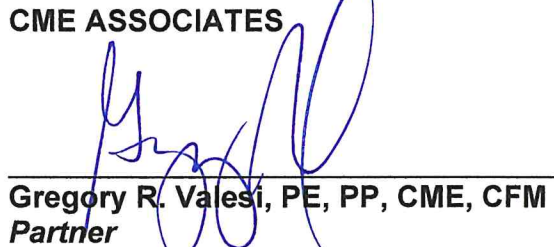


**Alfonso Cirulli
Mayor**

WITNESS:

**AFFORDABLE HOUSING
ADMINISTRATIVE AGENT:
CME ASSOCIATES**





**Gregory R. Valesi, PE, PP, CME, CFM
Partner**



EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 provisions of this nondiscrimination clause.

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.

The contractor 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.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ 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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, 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.

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.

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.

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 subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO as may be requested by the office 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 NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

day of FEBRUARY, 2022

Notary Public, State of NEW JERSEY
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2021003
MY COMMISSION EXPIRES 6/4/2022

Gregory R. Valesi, P.E., P.P., C.M.E.
Partner, CME Associates