

# CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

**THIS AGREEMENT** made this 8<sup>th</sup> day of February 2023 by and between the Planning Board of the Township of Barnegat, 900 West Bay Avenue, Barnegat, New Jersey 08005-1298, hereinafter referred to as “**Board**” and CME Associates, 849 East Bay Avenue, Suite 7, Barnegat, New Jersey 08005-1298, hereinafter referred to as “**Planning Board Conflict Engineer**”.

**WHEREAS**, the Township of Barnegat Planning Board desires to employ a **Planning Board Conflict Engineer** for a term beginning January 1, 2023 through December 31, 2023, to provide such professional engineering services as required, and

**WHEREAS**, the Planning Board Conflict Engineer has submitted a proposal for the engineering work aforesaid; the terms and conditions of said proposal, including fees, are satisfactory to the Board, 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 Planning Board Conflict Engineer encompass those normally provided by a Planning Board Conflict Engineer, and specifically include those services required of a Planning Board Conflict Engineer by Statute and Ordinance, as well as any other unspecified services required by the Planning Board Conflict Engineer throughout the term of the Planning Board Conflict Engineer’s appointment.

## II. STATUS OF ENGINEER, HIS ASSOCIATED FIRM AND EMPLOYEES

1. The Planning Board Conflict Engineer, when engaged in the performance of engineering/planning duties and services as **Planning Board Conflict Engineer** related to any duty or responsibility imposed on the Planning Board Conflict Engineer by any government statute, law, regulation or ordinance (including specifically services described in Part IV, 1. hereof), shall be acting as an employee and/or agent of the Board and shall be entitled to all rights, privileges and immunities normally accorded to a **Planning Board Conflict Engineer** by virtue of the Planning Board Conflict Engineer’s status as an official, employee and agent of the Board.

2. The Board, subject to appropriation of funds, authorizes the Planning Board Conflict Engineer to secure all professional, technical, and non-technical staff, which may, from time to time, be necessary in the performance of the services required. It is agreed and understood that services will be provided, and certain functions will be performed on behalf of the Board, pursuant to the terms of this Proposal, by employees of the Planning Board Conflict Engineer’s associated firm, CME Associates.

## III. ENGINEERING SERVICES TO BE PROVIDED

1. Related to duties and responsibilities imposed on a **Planning Board Conflict Engineer** by Government Statute, Law, Regulations or Ordinance:

a. Direct Personal Service and Advice

Professional services of the Planning Board Conflict Engineer or in the Planning Board Conflict Engineer's absence, the services of a qualified, licensed associate, rendered on a part-time basis, to attend meetings of the Board, and to provide general engineering 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 Planning Board Conflict Engineer, or any service specifically scheduled hereinafter in this Agreement.

b. Review of Subdivision and Site Plan Proposals

When directed, the Planning Board Conflict Engineer 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 Planning Board Conflict Engineer 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 Planning Board Conflict Engineer shall provide technical advice to other Board members, Township employees, officials and agents concerning their review of such documents.

d. Judicial and Quasi-Judicial Proceedings

When directed by the Board or when subpoenaed in connection with Board business to attend and testify in judicial or quasi-judicial hearings, the Planning Board Conflict Engineer 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 Planning Board Conflict Engineer shall provide services necessary to prepare and provide detailed reports requested by the Board regarding feasibility investigations, economic comparisons, land use, engineering and community development proposals, public works projects and functions, engineering, and financing schedules and preparation of reports and recommendations concerning other matters referred to the Planning Board Conflict Engineer by the Board.

b. Miscellaneous Services

The Planning Board Conflict Engineer shall provide professional engineering services not otherwise classified herein when such services are requested by the Board.

#### **IV. PLANNING BOARD CONFLICT ENGINEER'S RESPONSIBILITIES**

1. To provide, with the usual thoroughness and competence of the engineering professional 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 Board, such supplementary proposals as may be requested.

4. To arrange for the Board to examine all payroll and cost records relating to the services provided.

5. To advise the Board of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Planning Board Conflict Engineer's inability for any reason whatsoever to provide services requested.

6. To obtain the services of other contractors or professionals as required and/or ordered by the Board for the compensation provided herein.

7. 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 Engineer and/or his 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 \$10,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 bodily injury and property damage combined. If requested, the Engineer 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.

8. To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Engineer and/or his associated firm for claims which arise from the negligent performance of the Engineer pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$3,000,000 aggregate. Cost of coverage at a higher limit, if such is so requested by the Township, shall be paid by the Township.

#### **V. BOARD'S RESPONSIBILITIES**

1. To provide the Planning Board Conflict Engineer with full information as to the Board'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 Planning Board Conflict Engineer to the site of the work.

2. To designate a person to act as the "Board" with respect to the work to be performed, such individual to have full authority to act for the Board in regard to directing and supervising the work of the Planning Board Conflict Engineer. Unless otherwise designated by action of the Board, such person shall be the Chairman.

3. To provide the Planning Board Conflict Engineer with (48) hours' notice when the Board will require the Planning Board Conflict Engineer 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 Planning Board Conflict Engineer's use, at the expense of the Board, such property, deed and tax map information as may be in the possession of the Municipality and to secure and provide for the Planning Board Conflict Engineer'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 Board, will disclose.

## **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, 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. Any billing incurred to the Board shall be provided to the Board within 90 days from the rendering of services or it shall be deemed that there will be no bills forthcoming and any billing for said services shall be deemed waived.

3. Direct charges include disbursements, which are actual expenses incurred by the Planning Board Conflict Engineer and/or his associated firm 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. For the purpose of this Agreement, the phrase *personnel employed by the Planning Board Conflict Engineer's associated firm* shall mean all employees of every nature and classification employed directly in providing the services required.

## **VII. PERIOD OF SERVICE AND TERMINATION**

1. If the Planning Board Conflict Engineer 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 Planning Board Conflict Engineer's firm. It is understood and agreed by the parties hereto that in the event of the unexpected inability of the Planning Board Conflict Engineer to perform under the terms of this Agreement, that a qualified associate or principal of the Planning Board Conflict Engineer's associated firm may, without the specific agreement of the Board, proceed to fulfill the

Planning Board Conflict Engineer's responsibility under this Agreement for a period of (30) days during which period the Board may act to: a) continue such temporary arrangement in force, b) provide for the appointment of the appropriate principal or associate in the Planning Board Conflict Engineer's firm as the Engineer 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 Planning Board Conflict Engineer, the Board and their heirs, successors and assigns until the Planning Board Conflict Engineer's term of office expires.

3. Nothing herein shall be construed to prevent the Planning Board Conflict Engineer and Board from agreeing to amend or revise the provisions of this Agreement at any time during the Engineer's term of office.

## **VIII. OWNERSHIP & REUSE OF DOCUMENTS**

### **1. Ownership of Documents**

All plans, specifications, reports, and other documents by the Board and submitted to the Board shall remain the property of the Board for use by the Board in current or future programs. Unless the Board directs otherwise, the Engineer 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 Engineer, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Engineer, 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 Engineer 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 Engineer 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 Board or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Township's sole risk, with no liability or legal exposure to Engineer; and Board shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Board and Engineer.

## **IX. AFFIRMATIVE ACTION**

The Engineer 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**

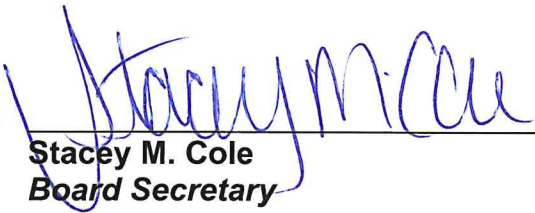
A copy of the Engineer's current billing rates for various employee titles and classifications, marked as Exhibit B is attached hereto and made a part hereof.

**XI. AUTHORIZATION OF CONTRACT**

This Contract has been authorized by Resolution of the Township of Barnegat adopted at the reorganization meeting of the Planning Board held on the 3<sup>rd</sup> day of January 2023.

**ATTEST:**


**MUNICIPALITY:  
TOWNSHIP OF BARNEGAT  
PLANNING BOARD**

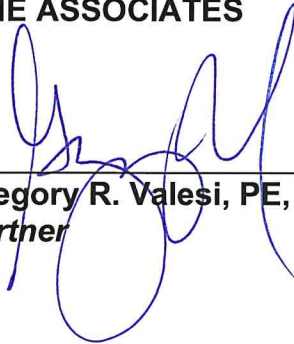
  
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**Stacey M. Cole  
Board Secretary**

  
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**Robert Doherty  
Chairman**

**WITNESS:**

**PLANNING BOARD CONFLICT ENGINEER:  
CME ASSOCIATES**

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



**MUNICIPAL ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024**

|   |                   |
|---|-------------------|
| Senior Project Manager.....   | \$177.00 Per Hour |
| Project Manager.....  | \$176.00 Per Hour |
| Project Leader.....   | \$174.00 Per Hour |
| Professional Engineer.....  | \$173.00 Per Hour |
| Senior Project Engineer.....  | \$169.00 Per Hour |
| Project Engineer.....   | \$149.00 Per Hour |
| Senior Design Engineer.....   | \$136.00 Per Hour |
| Design Engineer.....  | \$129.00 Per Hour |
| Senior Engineering Technician.....                                    | \$122.00 Per Hour |
| Drone Pilot.....  | \$135.00 Per Hour |
| Engineering Technician/Management Information Systems Technician..... | \$115.00 Per Hour |
| Drone Technician.....   | \$ 75.00 Per Hour |
| Professional Land Surveyor.....                                       | \$171.00 Per Hour |
| Land Surveyor.....  | \$152.00 Per Hour |
| Robotic Total Station.....  | \$ 74.00 Per Hour |
| Party Chief.....  | \$129.00 Per Hour |
| Survey Technician.....  | \$100.00 Per Hour |
| Resident Engineer.....  | \$154.00 Per Hour |
| Chief Construction Engineer.....                                      | \$145.00 Per Hour |
| Senior Construction Engineer.....                                     | \$122.00 Per Hour |
| Construction Engineer.....  | \$116.00 Per Hour |
| Chief Construction Technician.....                                    | \$100.00 Per Hour |
| Senior Construction Technician.....                                   | \$ 89.00 Per Hour |
| Construction Technician.....  | \$ 83.00 Per Hour |
| Technical Assistant.....  | \$ 96.00 Per Hour |
| Senior CAD Technician.....  | \$127.00 Per Hour |
| Licensed Landscape Architect.....                                     | \$172.00 Per Hour |
| Senior Landscape Designer.....  | \$154.00 Per Hour |
| Certified Tree Expert.....  | \$137.00 Per Hour |
| Landscape Designer.....   | \$123.00 Per Hour |
| Director of Planning.....   | \$177.00 Per Hour |
| Professional Planner.....   | \$176.00 Per Hour |
| Project Planner.....  | \$146.00 Per Hour |
| Planning Technician.....  | \$125.00 Per Hour |
| Partner.....  | \$180.00 Per Hour |
| Principal.....  | \$179.00 Per Hour |
| Managing Partner/Administrative Partner.....                          | \$189.00 Per Hour |

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

**Invoices** - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

**Standard of Care** - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

**Utilities** - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME

