



**Consulting & Municipal
ENGINEERS**
A Subsidiary of Artheon, Inc.

We are pleased to share exciting news about the future of our organization and what it means for you. This year, **Consulting Municipal Engineers (CME)**, **Naik Consulting Group (Naik)**, and **Churchill Consulting Engineers (Churchill)** will begin combining our operations under an operating entity called, **Artheon, Inc.** (Artheon). As a result of this, Artheon, Inc. is the parent company of CME Associates, LLC, and the organization will begin to transition and rebrand to this new entity. This combination allows the companies to provide consolidated and enhanced services across New York and New Jersey.

What This Means for You

- Your projects, teams, and points of contact will remain the same.
- The quality and responsiveness you expect will continue without disruption.
- CME will remain a legal entity in the interim as we gradually complete contractual transitions, but all employees are expected to officially become part of Artheon in 2026.
- As we progress through 2026, we will go through the rebrand of CME to Artheon. We will notify you of changes to avoid any confusion around billing and invoicing.
- The completion of the combinations will provide a deeper pool of resources and more expertise.

Please see the information below for both entities Name, EIN, and NJ Certificate of Authorization:

CME Associates, LLC.
NJ Certificate of Authorization No.
24FA28359000
EIN:22-3484435

Artheon, Inc.
NJ Certificate of Authorization No.
24GA28412500
EIN:11-2049537



Artheon is more than just a name; it reflects who we are and where we are headed. Rooted in “Art” and “Theon” (meaning *Strength and Form*), Artheon embodies the balance of thoughtful design and enduring strength — *the art and science of building the systems that move people, connect communities, and sustain the future.*

This combination represents the natural evolution of three firms with shared values, complementary expertise, and a collective commitment to improving the communities we serve. Together, we bring deeper resources, broader capabilities, and expanded geographic reach — while preserving the same trusted relationships and high-quality service you come to rely on.

Our Mission

At Artheon, our mission remains steadfast:

Deliver transformative infrastructure solutions that strengthen communities, drive sustainable growth, and accelerate our people's careers — combining local knowledge with national expertise.

Thank you for your continued trust and partnership. We are proud to carry forward the legacy of CME, Naik, and Churchill into this next chapter as **Artheon** — *built on legacy, driven by purpose.*

CONSULTING AND MUNICIPAL ENGINEERS, LLC • A SUBSIDIARY OF ARTHEON, INC.

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000 (CME)
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28412500 (ARTHEON)

Barneget • Berlin • Camden • Cape May Court House • East Brunswick • Howell • Parlin



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made this _____ day of February 2026 by and between the Planning Board of the Township of Barnegat, 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as “**Board**” and Artheon, Inc., a parent company of CME Associates, LLC., 1 Tower Center Blvd., 20th Floor, East Brunswick, New Jersey 08816, 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, 2026 through December 31, 2026, 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, Artheon, Inc., a parent company of CME Associates, LLC.



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 the 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 the 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 should 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 subconsultants, 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 of 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, with 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 the 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 the Engineer to further compensation at rates to be agreed upon by the 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.

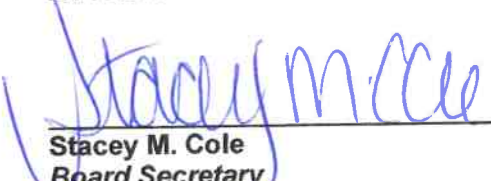
X. BILLING RATES

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

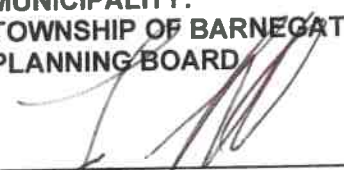
This Contract has been authorized by Resolution of the Township of Barnegat adopted at the reorganization meeting of the Planning Board held on the 5th day of January 2026.

ATTEST:




Stacey M. Cole
Board Secretary

MUNICIPALITY:
TOWNSHIP OF BARNEGAT
PLANNING BOARD

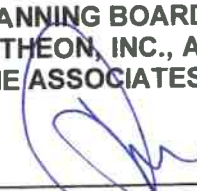


Lou Scheidt
Chairman

WITNESS:



PLANNING BOARD CONFLICT ENGINEER:
ARTHEON, INC., A PARENT COMPANY OF
CME ASSOCIATES, LLC.



Trevor J. Taylor, PE, PP, CME, CFM
Authorized Signatory



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**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.

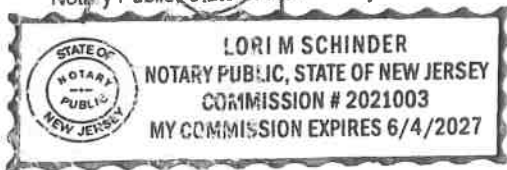
Artheon Inc., a parent company of CME Associates, LLC herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

12/4/20

day of

[Handwritten signature]
Notary Public, State of New Jersey



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.

[Handwritten signature]
Trevor Taylor, P.E., P.P., C.M.E., C.F.M.
Authorized Signatory

CONSULTING AND MUNICIPAL ENGINEERS LLC A SUBSIDIARY OF ARTHEON INC.

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000 (CME)
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28412500 (ARTHEON)

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Certification 77841

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2025** to **15-Nov-2028**

ARTHEON
1 TOWER CENTER BLVD FLR 20
EAST BRUNSWICK NJ 08816




ELIZABETH MAHER MUOIO
State Treasurer

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CONSULTING ENGINEERING SERVICES GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2027

| Engineering Services | | |
|---|--|----------------|
| Associate Engineer or Designer | | \$157 per hour |
| Engineer or Senior Designer | | \$166 per hour |
| Project Engineer or Senior Designer II | | \$178 per hour |
| Associate Professional Engineer | | \$185 per hour |
| Professional Engineer | | \$201 per hour |
| Senior Professional Engineer, Principal Engineer, Or Project Leader | | \$212 per hour |
| Management Services | | |
| Project Manager | | \$216 per hour |
| Program Manager | | \$219 per hour |
| Senior Leadership | | \$219 per hour |
| Environmental Services | | |
| Environmental Tech | | \$131 per hour |
| Associate Scientist / Staff Geologist | | \$158 per hour |
| Scientist / Project Geologist | | \$186 per hour |
| Lead Scientist / Senior Geologist | | \$196 per hour |
| Senior Scientist | | \$213 per hour |
| Associate Engineer, Environmental | | \$175 per hour |
| Engineer, Environmental | | \$191 per hour |
| Project Engineer, Environmental | | \$196 per hour |
| Associate Professional Engineer, Environmental | | \$201 per hour |
| Professional Engineer, Environmental | | \$206 per hour |
| Construction Services | | |
| Construction Technician | | \$116 per hour |
| Senior Construction Technician | | \$150 per hour |
| Construction Manager | | \$168 per hour |
| Chief Construction Manager | | \$189 per hour |
| Survey Services | | |
| Survey Technician | | \$122 per hour |
| Survey Manager | | \$184 per hour |
| Professional Surveyor | | \$203 per hour |
| Party Chief | | \$165 per hour |
| Support Services | | |
| Support Staff | | \$117 per hour |
| Technical Staff | | \$155 per hour |
| Licensed Tree Expert | | \$187 per hour |
| Planning & Landscape Architecture Services | | |
| Planner | | \$152 per hour |
| Senior Planner | | \$183 per hour |
| Professional Planner | | \$213 per hour |
| Associate Landscape Designer | | \$150 per hour |
| Landscape Architect | | \$187 per hour |
| Professional Landscape Architect | | \$206 per hour |



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Invoices - Artheon Inc. 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 Consultants. 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 Consultants 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 Consultants 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 Consultants 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, Consultants will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Consultants harmless for any damages to subterranean structures which are not called to Consultants's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for Consultants personnel and equipment necessary to complete the work. While Consultants will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to Consultants all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Consultants for proper performance of its services. Consultants shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, Consultants assumes no responsibility or liability for their accuracy or completeness.

Consultants will not direct, supervise or control the work of contractors or their subcontractors. Consultants services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

Consultants shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Consultants or its employees or subcontractors on a site shall imply that Consultants controls the operations of others, nor shall this be construed to be an acceptance by Consultants of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless Consultants and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer or obligations under this Agreement.

Limitations of Liability - Consultants's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to Consultants's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by Consultants or \$50,000, whichever is less.

In no event shall Consultants be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing Consultants to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultants shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, Consultants may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Consultants in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, subcontract or transfer his duties or interests in this Agreement without the written consent of Consultants.

This agreement shall not create any rights or benefits to parties other than the Client and Consultants, except such other rights as may be specifically called for herein.



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**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**

SHORT FORM STANDING

**ARTHEON INC.
0451357195**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New York Foreign For-Profit Corporation was registered by this office on Wednesday, October 15, 2025.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

**CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CTR., SUI
100 CHARLES EWING BLVD
EWING, NEW JERSEY 08628**

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
15th day of October, 2025*



*Elizabeth Maher Muoio
State Treasurer*

*Certificate Number - 4295898769
Verify this certificate online at
https://www1.state.nj.us/T/Tr_StandingCert/ISP/Verify_Cert.jsp*

CONSULTING AND MUNICIPAL ENGINEERS, LLC • A SUBSIDIARY OF ARTHEON, INC.

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000 (CME)
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28412500 (ARTHEON)

Barnegat • Berlin • Camden • Cape May Court House • East Brunswick • Howell • Parlin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT WTW Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|-------|---|-------|----------------------------------|-------|---|-------|--|-------|------------|--|
| INSURED Artheon Inc., a Parent Company of Consulting and Municipal Engineers, LLC (CME Associates) 1 Tower Center Blvd, 20th Floor, East Brunswick, NJ 08816 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B: Allied World Insurance Company</td> <td style="text-align: center;">22730</td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Compa</td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER E: Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 | INSURER B: Allied World Insurance Company | 22730 | INSURER C: AIU Insurance Company | 19399 | INSURER D: Allied World Surplus Lines Insurance Compa | 24319 | INSURER E: Lexington Insurance Company | 19437 | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 | | | | | | | | | | | | | | |
| INSURER B: Allied World Insurance Company | 22730 | | | | | | | | | | | | | | |
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| INSURER E: Lexington Insurance Company | 19437 | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: W43639573 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| | | | | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 042670158 | 12/31/2025 | 12/31/2026 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | 042670159 | 12/31/2025 | 12/31/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 0314-9729 | 12/31/2025 | 12/31/2026 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A | | | 042670162 | 12/31/2025 | 12/31/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| D | Professional Liab incl Pollution | | | 0313-8987 | 12/31/2025 | 12/31/2026 | Each Claim Limit | \$5,000,000 |
| | | | | | | | Policy Aggregate | \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

| | |
|--|--|
| CERTIFICATE HOLDER Evidence of Insurance | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-------------------------|---|--|
| AGENCY Willis Towers Watson Insurance Services West, Inc. | | NAMED INSURED Artheon Inc., a Parent Company of Consulting and Municipal Engineers, LLC (CME Associates) 1 Tower Center Blvd, 20th Floor, East Brunswick, NJ 08816 | |
| POLICY NUMBER See Page 1 | | EFFECTIVE DATE: See Page 1 | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Union Fire Ins Co of Pittsburgh NAIC#: 19445
 POLICY NUMBER: 042670160 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---------------------|----------------------|---------------|
| Auto Liability - MA | Combine Single Limit | \$5,000,000 |
| Any Auto | Each Accident | |

INSURER AFFORDING COVERAGE: AIU Insurance Company NAIC#: 19399
 POLICY NUMBER: 042670161 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---------------------------|-----------------------|---------------|
| Workers Compensation (WI) | E.L. EACH ACCIDENT | \$1,000,000 |
| & Employers Liability | E.L. DISEASE - EA EMP | \$1,000,000 |
| Per Statute | E.L. DISEASE-POL LMT | \$1,000,000 |

INSURER AFFORDING COVERAGE: Lexington Insurance Company NAIC#: 19437
 POLICY NUMBER: 012147867 EFF DATE: 12/31/2025 EXP DATE: 12/31/2026

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|--------------------|--------------------|---------------|
| Excess Liability | Each Occurrence | \$5,000,000 |
| | excess of | \$5,000,000 |

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Artheon, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
1 Tower Center Blvd., 20th Floor.

6 City, state, and ZIP code
East Brunswick, NJ. 08816

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|--|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 1 | 1 | | 2 | 0 | 4 | 9 | 5 | 3 | 7 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date 1/18/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they