

CONTRACT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT made this 7th day of February, 2021 by and between the Planning Board of the Township of Delran, 900 Chester Avenue, Delran, New Jersey 08075, a municipal corporation of the State of New Jersey, hereinafter called "**Planning Board**" and CME Associates, One Market Street, Suite 1F, Camden, New Jersey 08102, hereinafter referred to as "**Planning Board Planner**".

WHEREAS, the Planning Board of the Township of Delran desires to employ a planner to serve as Planning Board Planner for a term beginning January 1, 2021, and through December 31, 2021, to provide such professional planning services as required, and

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

II. STATUS OF PLANNING BOARD PLANNER, HIS ASSOCIATED FIRM AND EMPLOYEES

1. The Planning Board Planner, when engaged in the performance of planning duties and services as Planning Board Planner related to any duty or responsibility imposed on the Planning Board Planner 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 Planning Board and shall be entitled to all rights, privileges and immunities normally accorded to a Planning Board Planner by virtue of the Planning Board Planner's status as an official, employee and agent of the Planning Board.

2. The Planning Board, subject to appropriation of funds, authorizes the Planning Board Planner to secure any and 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 Planning Board, pursuant to the terms of this Proposal, by employees of the Planning Board Planner's associated firm, CME Associates.

III. PLANNING SERVICES TO BE PROVIDED

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

a. Direct Personal Service and Advice

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

b. Review of Subdivision and Site Plan Proposals

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

d. Judicial and Quasi-Judicial Proceedings

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

b. Miscellaneous Services

The Planning Board Planner shall provide professional planning services not otherwise classified herein when such services are requested by the Planning Board.

IV. PLANNING BOARD PLANNER'S 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 Planning Board, such supplementary proposals as may be requested.
4. To arrange for the Planning Board to examine all payroll and cost records relating to the services provided.
5. To advise the Planning Board of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Planning Board Planner'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 Planning 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 Planning Board Planner 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 \$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 Planning Board Planner 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 Planning Board Planner and/or his associated firm for claims which arise from the negligent performance of the Planning Board Planner 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 Planning Board, shall be paid by the Planning Board.

V. PLANNING BOARD'S RESPONSIBILITIES

1. To provide the Planning Board Planner with full information as to the Planning 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 Planner to the site of the work.

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

3. To provide the Planning Board Planner with (48) hours notice when the Planning Board will require the Planning Board Planner 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 Planner's use, at the expense of the Planning 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 Planner'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 Planning 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 Township shall be provided to the Township 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 Planner 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 Planner'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 Planner 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 Planner's firm. It is understood and agreed by the parties hereto that in the event of the unexpected inability of the Planning Board Planner to perform under the terms of this Agreement, that a qualified associate or principal of the Planning Board Planner's associated firm may, without the specific agreement of the Planning Board, proceed to fulfill the Planning Board Planner's responsibility under this Agreement for a period of (30) days during which period the Planning 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 Planner's firm as the Planner 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 Planner, the Planning Board and their heirs, successors and assigns until the Planning Board Planner's term of office expires.

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

VIII. OWNERSHIP & REUSE OF DOCUMENTS

1. Ownership of Documents

All plans, specifications, reports and other documents by the Planning Board and submitted to the Planning Board shall remain the property of the Planning Board for use by the Planning Board in current or future programs. Unless the Planning Board directs otherwise, the Planning Board Planner 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 Planning Board Planner, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Planning Board Planner, as instruments of his service. The Planning Board, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Planning Board Planner will provide the Planning Board, 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 Planning Board Planner 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 Planning Board or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Planning Board Planner for the

specific purpose intended will be at Planning Board's sole risk, with no liability or legal exposure to Planning Board Planner; and Planning Board shall indemnify and hold harmless Planning Board Planner from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Planning Board Planner to further compensation at rates to be agreed upon by Planning Board and Planning Board Planner.

IX. AFFIRMATIVE ACTION

The Planning Board Planner 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 Planning Board Planner'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 Delran adopted at the meeting of the **Planning Board** held on the 7th day of January, 2021.

ATTEST:

**MUNICIPALITY:
TOWNSHIP OF DELRAN
PLANNING BOARD**

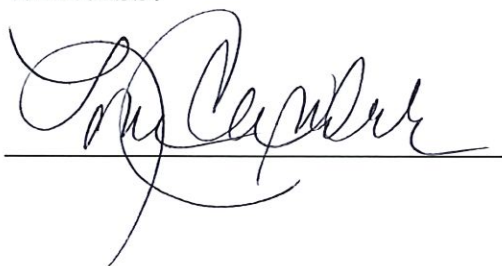


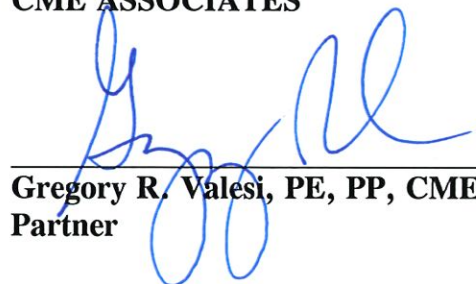
Kathy Phillips
Board Secretary



WITNESS:

**PLANNING BOARD PLANNER:
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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal opportunity 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, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and 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 targeted 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

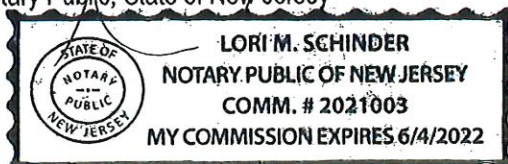
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 1st

day of JANUARY, 2021

Notary Public, State of New Jersey



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

Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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-FEB-2020 to 15-FEB-2023

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731 1194



A handwritten signature in black ink, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2022

Senior Project Manager	\$172.00 Per Hour
Project Manager	\$170.00 Per Hour
Project Leader	\$169.00 Per Hour
Professional Engineer	\$168.00 Per Hour
Senior Project Engineer	\$164.00 Per Hour
Project Engineer	\$144.00 Per Hour
Senior Design Engineer	\$132.00 Per Hour
Design Engineer	\$126.00 Per Hour
Senior Engineering Technician	\$118.00 Per Hour
Engineering Technician/Management Information Systems Technician	\$111.00 Per Hour
Professional Land Surveyor	\$166.00 Per Hour
Land Surveyor	\$148.00 Per Hour
Robotic Total Station	\$ 72.00 Per Hour
Party Chief	\$126.00 Per Hour
Survey Technician	\$ 97.00 Per Hour
Resident Engineer	\$150.00 Per Hour
Chief Construction Engineer	\$141.00 Per Hour
Senior Construction Engineer	\$118.00 Per Hour
Construction Engineer	\$113.00 Per Hour
Chief Construction Technician	\$ 97.00 Per Hour
Senior Construction Technician	\$ 86.00 Per Hour
Construction Technician	\$ 81.00 Per Hour
Technical Assistant	\$ 93.00 Per Hour
Senior CAD Technician	\$123.00 Per Hour
Licensed Landscape Architect	\$167.00 Per Hour
Senior Landscape Designer	\$150.00 Per Hour
Certified Tree Expert	\$133.00 Per Hour
Landscape Designer	\$119.00 Per Hour
Director of Planning	\$172.00 Per Hour
Professional Planner	\$171.00 Per Hour
Project Planner	\$142.00 Per Hour
Planning Technician	\$121.00 Per Hour
Partner	\$175.00 Per Hour
Principal	\$174.00 Per Hour
Managing Partner/Administrative Partner	\$184.00 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 harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.



CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT made this 10th day of February, 2021, by and between the Township of Delran, Planning and Zoning Boards, 900 Chester Avenue, Delran, New Jersey 08075, a municipal corporation of the State of New Jersey, hereinafter referred to as "**TOWNSHIP**" and CME Associates, One Market Street, Suite 1F, Camden, New Jersey 08102, hereinafter referred to as "**TRAFFIC ENGINEER**" for the **Planning Board** of the Township of Delran.

WITNESSETH:

WHEREAS, the TOWNSHIP desires to engage the TRAFFIC ENGINEER to serve as TRAFFIC ENGINEER pursuant to N.J.S.A. 40A:9-140 for the purpose of rendering Traffic ENGINEER Services when the need arises and upon the request of the TOWNSHIP; and

WHEREAS, CME ASSOCIATES, shall be designated as the TRAFFIC ENGINEER in responsible charge of the TOWNSHIP whom the TOWNSHIP shall appoint pursuant to N.J.S.A. 40A:9-140 & 40A:9-2; and

WHEREAS, by entering into this CONTRACT, the TOWNSHIP acknowledges that the services to be performed by the TRAFFIC ENGINEER shall be considered those of a "Professional Service" in accordance with the N.J.S.A.40A:11-1 et. seq.; and

WHEREAS, the TRAFFIC ENGINEER has submitted a proposal for the above-described professional services, the terms and conditions of which proposal, including fees, are satisfactory to the TOWNSHIP, and are set forth herein.

WHEREAS, TRAFFIC ENGINEER certifies that it is in compliance with the Pay-to-Play Laws, P.L. 2004, c.19 and P.L. 2005, c.271.

NOW, THEREFORE, the TOWNSHIP and TRAFFIC ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION I – PROFESSIONAL SERVICES OF THE TRAFFIC ENGINEER

The TRAFFIC ENGINEER, upon the request of the TOWNSHIP, shall provide basic professional Traffic ENGINEER Services, as required by TOWNSHIP, for the review of land development plans, reports and applications, which shall include, but not limited to:

1. Serve as TRAFFIC ENGINEER to the TOWNSHIP;
2. Provide technical and TRAFFIC ENGINEER advice to the TOWNSHIP;
3. Review the applications, reports and plans submitted by others to the TOWNSHIP for review, pursuant to the Municipal Land Use Law;
4. Consult with others and the TOWNSHIP with respect to the foregoing matters, and all other TRAFFIC ENGINEER matters, related to the duties and responsibilities of the TOWNSHIP;
5. Furnish pertinent reports, counseling and advice to the TOWNSHIP, as required;

6. Perform such other duties and functions, as may be requested by the TOWNSHIP; and
7. Attend meetings and hearings of the TOWNSHIP, as directed.

SECTION II – ADDITIONAL SERVICES

The TOWNSHIP may authorize the TRAFFIC ENGINEER to undertake additional services related to special projects ("Additional Services"). Such authorization shall be by resolution of the TOWNSHIP and memorialized in writing between the parties prior to commencement of said services. The TRAFFIC ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between TOWNSHIP and TRAFFIC ENGINEER, which shall be memorialized in the resolution authorizing the Additional Services.

SECTION III – CERTAIN ACTIONS TO BE TAKEN BY THE TOWNSHIP

The TOWNSHIP agrees to:

- A. Make such records and information available to the TRAFFIC ENGINEER, as may be required to assist him in the performance of his duties.
- B. Authorize and direct committees, employees and agents of the TOWNSHIP to consult with the TRAFFIC ENGINEER at all reasonable times upon the request of the TRAFFIC ENGINEER regarding:
 1. The work and services to be done or rendered by the TRAFFIC ENGINEER and/or others in the employ of the TOWNSHIP;
 2. The applications, plans and reports to be reviewed by the TRAFFIC ENGINEER, submitted by others to the TOWNSHIP;
 3. The coordination of TRAFFIC ENGINEER'S professional services for any project or application; and
 4. Any and all other matters, as requested by the TRAFFIC ENGINEER, relating to the work and services of the TRAFFIC ENGINEER.
- C. Submit to the TRAFFIC ENGINEER all relevant applications, plans and reports prepared by others within such time to allow TRAFFIC ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the TOWNSHIP, without the TRAFFIC ENGINEER causing a delay in the progress of the work.

SECTION IV – COMPENSATION OF THE TRAFFIC ENGINEER

- A. For the services rendered by the TRAFFIC ENGINEER under this Agreement, the TOWNSHIP shall pay and the TRAFFIC ENGINEER shall receive the following described sums:
 1. **Professional Services:** For all professional services provided pursuant to Section I of this Agreement, the TRAFFIC ENGINEER shall be compensated in accordance with the attached Township's 2021 Rate Schedule, attached hereto as Exhibit B.
 2. **Additional Services:** For the additional services performed under Section II of this Agreement, the TRAFFIC ENGINEER shall be compensated in accordance with the negotiated fee, as set forth in writing between the parties.

3. **Attendance at Meetings:** The TRAFFIC ENGINEER, or his representative, shall attend scheduled workshop and public meetings of the TOWNSHIP, as requested. The TRAFFIC ENGINEER shall be compensated for said meetings in accordance with the 2021Rate Schedule attached hereto as Exhibit B.
 4. **Additional Expenses:** Expenses for travel, postage and telephone are specifically included in the hourly rates as set forth in the 2021Rate Schedule attached hereto as Exhibit B. All other expenses specifically related to the work performed under this Agreement shall be reimburses to the TRAFFIC ENGINEER.
- B. Vouchers or invoices shall be issued monthly for services performed. Such billings shall be due when rendered. In the event TOWNSHIP has a dispute with an invoice (or any portion of an invoice); TOWNSHIP shall nevertheless pay all undisputed invoices, or undisputed portions thereof, no later than 60 days from the date of the invoice. TOWNSHIP and TRAFFIC ENGINEER agree to negotiate any and all disputes in good faith with an effort of resolving the dispute within sixty (60) days of the subject invoice date.
- C. In the event TOWNSHIP requires TRAFFIC ENGINEER'S services beyond the termination date specified in SECTION V, TRAFFIC ENGINEER'S Schedule of Rates shall be subject to an equitable adjustment in January to reflect changes in the various elements that comprise the rates. All adjustments will be pursuant to an agreement reached between the TOWNSHIP and the TRAFFIC ENGINEER reduced to writing a deemed a modification of this Agreement.

SECTION V – PERIOD OF SERVICE

This Agreement shall be effective on January 1, 2021 and shall terminate on December 31, 2021. Should the TRAFFIC ENGINEER'S services be required beyond that time, the TRAFFIC ENGINEER'S compensation for such work shall be subject to renegotiation, provided, however, that the compensation shall not be lower that the rates provided in the attached Schedule of Rates.

SECTION VI – STATUS OF TRAFFIC ENGINEER

1. To the extent permitted by law, the TRAFFIC ENGINEER, when engaged in the performance of TRAFFIC ENGINEER duties and services set forth herein (including specifically those services described in Section I hereof), shall, in the event of litigation, act as and have the status of an employee or an agent of the Municipality for the purposes of immunity allowing TRAFFIC ENGINEER to therefore be entitled to immunities normally afforded to a Municipal employee or agent under Title 59.
2. The TOWNSHIP, subject to appropriation and availability of funds, authorizes the TRAFFIC ENGINEER to secure any and all professional, technical and non-technical staff, which may from time to time be necessary in the performance of the service required. 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 CME Associates.
3. The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the TOWNSHIP in the performance of TRAFFIC ENGINEERING duties and services referred to in Section 1 hereof, shall be afforded Title 59 immunity, to the extent permitted by law, as set forth in subpart 1 hereof.

SECTION VII – INSURANCE AND INDEMNIFICATION

1. TRAFFIC ENGINEER shall secure and maintain Workman's Compensation Insurance (as required by law) and General Liability Insurance (as required by contract) to protect the TOWNSHIP, TRAFFIC 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 General Liability Insurance shall not be less than \$2,000,000.00, with \$9,000,000.00 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000.00 bodily injury and property damage combined. If requested, the TRAFFIC ENGINEER shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (30) days written notice prior to the cancellation or alteration of the policy limits.
2. TRAFFIC ENGINEER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims which arise from any negligent performance of the TRAFFIC ENGINEER pursuant to this agreement. The limits of TRAFFIC ENGINEER'S Professional Liability Insurance is currently \$3,000,000.00 per claim.
3. The TOWNSHIP acknowledges that, although the TRAFFIC ENGINEER is to cooperate with and make recommendations to the TOWNSHIP with respect to TRAFFIC ENGINEERING matters related to the services provided by TRAFFIC ENGINEER, the final decisions are within the TOWNSHIP'S discretion and are to be made by the TOWNSHIP.

The TRAFFIC ENGINEER shall not be liable in any way for any decision of the TOWNSHIP (or consequences thereof) which (i) are not in accordance with the recommendations of the TRAFFIC ENGINEER, or (ii) are based on or related to any failure on the part of the TOWNSHIP to accept or follow any recommendations of the TRAFFIC ENGINEER. The TOWNSHIP hereby releases the TRAFFIC ENGINEER from any and all liability and waives any and all claims against the TRAFFIC ENGINEER arising out of or relating to any such decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the TRAFFIC ENGINEER against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such decisions or the consequences thereof.

4. TRAFFIC ENGINEER agrees subject to the provisions herein, to Indemnify and hold the TOWNSHIP harmless from any damage, liability or cost including reasonable attorneys' fees and costs of defense) to the extent caused by TRAFFIC ENGINEER'S negligent acts, errors or omissions (and those of his or her contractors, subcontractors or ENGINEERS or anyone for whom the TRAFFIC ENGINEER is legally liable) in the performance of professional services under this Agreement. The TOWNSHIP agrees subject to the provisions herein, to indemnify and hold TRAFFIC ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the TOWNSHIP'S negligent acts, errors or omissions.

SECTION VIII – LITIGATION AND ADDITIONAL INVESTIGATION

If requested by the TOWNSHIP or directed by subpoena or court order, or in response to an Open Public Records Act ("OPRA") request, the TRAFFIC ENGINEER shall prepare for and appear in litigation matters or provide project documents on behalf of the TOWNSHIP or make investigations or reports in connection therewith in accordance with the TRAFFIC ENGINEER'S schedule of billable hourly rates/expenses, or other consideration for such additional compensation as the TRAFFIC ENGINEER and TOWNSHIP shall previously agree to in writing.

SECTION IX – OWNERSHIP AND REUSE OF DOCUMENTS

1. All final plans and specifications, ordered by the TOWNSHIP and prepared by the TRAFFIC ENGINEER shall become the joint property of the TOWNSHIP and the TRAFFIC ENGINEER. At the completion of work or in the event of termination, all work sheets and internal office communications of the TRAFFIC ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the TRAFFIC ENGINEER, as instruments of service. The TOWNSHIP, at its expense, may obtain extra prints of final drawings and specifications.
2. All documents, including drawings and specifications prepared by the TRAFFIC ENGINEER pursuant to this Agreement, are instruments of service with respect to a specific project. They are not intended or represented to be suitable for reuse of the TOWNSHIP or other on extensions of the project or on any other project. Any reuse without written verification or adaptation by the TRAFFIC ENGINEER for the specific purpose intended will be at the TOWNSHIP'S sole risk, with no liability or exposure to TRAFFIC ENGINEER; and the TOWNSHIP shall indemnify and hold harmless TRAFFIC ENGINEER from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from such unauthorized use. Any such verification or adaptation will entitle TRAFFIC ENGINEER to further compensation at rates to be agreed upon by the TOWNSHIP and TRAFFIC ENGINEER.

SECTION X – ENTIRE CONTRACT

This Agreement represents the entire agreement between the TOWNSHIP and the TRAFFIC ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise, which are not expressed in this Agreement, shall be binding on either party.

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition or modification.

SECTION XI – STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

The TRAFFIC ENGINEER and the TOWNSHIP hereby incorporate by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127 and N.J.S.A. 10:5-31, as amended and supplemented from time to time; and TRAFFIC ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a), and Section 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

The Affirmative Action language set forth in Exhibit A is also made a part hereof.

SECTION XII – AMERICANS WITH DISABILITIES ACT

The TRAFFIC ENGINEER and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 *et. seq.*), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.

SECTION XIII – CONTROLLING LAW

The laws of the State of New Jersey shall govern this Agreement.

SECTION XIV – SUCCESSORS AND ASSIGNS

Each party to the Agreement is hereby bound to the terms and conditions contained in this Agreement and the legal representatives, successors and assignees of this Agreement, if any, shall be bound to the terms and conditions herein.

SECTION XV – SEVERABILITY

Any provision of this Agreement held to be void and unenforceable under any law or regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon the parties to this Agreement.

This Contract has been authorized by Resolution of the Governing Body of the Municipality adopted at the meeting of the Planning Board of the Township of Delran held on the 7th day of January, 2021.

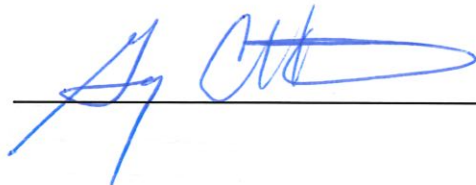
MUNICIPALITY:

ATTEST:

**TOWNSHIP OF DELRAN
PLANNING BOARD**



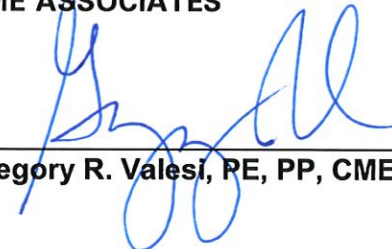
Kathy Phillips, Secretary



WITNESS:

**PLANNING BOARD TRAFFIC ENGINEER:
CME ASSOCIATES**





Gregory R. Valesi, PE, PP, CME, 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal opportunity 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, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and 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 targeted 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasurey/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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 1st

day of JANUARY, 2021

Notary Public, State of New Jersey



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

Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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-FEB-2020** to **15-FEB-2023**

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731 1194



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2022

Senior Project Manager.....	\$172.00 Per Hour
Project Manager	\$170.00 Per Hour
Project Leader	\$169.00 Per Hour
Professional Engineer	\$168.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer	\$144.00 Per Hour
Senior Design Engineer.....	\$132.00 Per Hour
Design Engineer	\$126.00 Per Hour
Senior Engineering Technician.....	\$118.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$111.00 Per Hour
Professional Land Surveyor	\$166.00 Per Hour
Land Surveyor	\$148.00 Per Hour
Robotic Total Station	\$ 72.00 Per Hour
Party Chief.....	\$126.00 Per Hour
Survey Technician	\$ 97.00 Per Hour
Resident Engineer	\$150.00 Per Hour
Chief Construction Engineer.....	\$141.00 Per Hour
Senior Construction Engineer.....	\$118.00 Per Hour
Construction Engineer	\$113.00 Per Hour
Chief Construction Technician.....	\$ 97.00 Per Hour
Senior Construction Technician.....	\$ 86.00 Per Hour
Construction Technician	\$ 81.00 Per Hour
Technical Assistant.....	\$ 93.00 Per Hour
Senior CAD Technician	\$123.00 Per Hour
Licensed Landscape Architect.....	\$167.00 Per Hour
Senior Landscape Designer	\$150.00 Per Hour
Certified Tree Expert	\$133.00 Per Hour
Landscape Designer.....	\$119.00 Per Hour
Director of Planning	\$172.00 Per Hour
Professional Planner	\$171.00 Per Hour
Project Planner	\$142.00 Per Hour
Planning Technician	\$121.00 Per Hour
Partner	\$175.00 Per Hour
Principal.....	\$174.00 Per Hour
Managing Partner/Administrative Partner.....	\$184.00 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 harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

