

## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made as of January 1, 2020.

BETWEEN: The Borough of Oceanport, in the County of Monmouth and the State of New Jersey, hereinafter referred to as "MUNICIPALITY;"

AND William H.R. White, III, P.E., P.P., C.M.E., C.F.M., of the firm of Maser Consulting P.A., 331 Newman Springs Road, Suite 203, Red Bank, New Jersey, Monmouth County, hereinafter referred to as "ENGINEER."

WHEREAS, the MUNICIPALITY desires to engage a Municipal Engineer to furnish professional engineering services for the MUNICIPALITY'S Basic Services as outlined below; and

WHEREAS, by entering into this Agreement the MUNICIPALITY signifies that the services to be performed by the ENGINEER shall be considered those of a "Professional Service" in accordance with NJSA 40A:11-1 et seq., and Engineer represents that his service to the Borough qualifies as such Professional Services.

NOW, THEREFORE, the MUNICIPALITY and ENGINEER, in consideration of their mutual covenants, hereinafter set forth, agree as follows to wit:

### **I. EXTENT OF SERVICES**

The services to be provided by the Engineer encompass those normally provided by a municipal engineer and specifically include those services required of a municipal engineer by Statute and Ordinance as well as any other unspecified services required by the Municipality throughout the term of the Engineer's appointment. When required herein the Engineer will receive his directions or work requests from the Borough Council.

### **II. BASIS OF PROPOSAL**

Portions of this proposal are based upon the recommendations of Consulting Engineering - A Guide for the Engagement of Engineering Services, A.S.C.E. Manual No. 45, 1988 Edition, American Society of Civil Engineers, 345 East 47th Street, New York, New York. In those circumstances not specifically provided for in this agreement or in the case of disagreement between the Municipality and the Engineer regarding any terms of this agreement, the applicable recommendations of Manual No. 45 shall apply.

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

1) The Municipality, subject to appropriation of funds, authorizes the 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 services required. It is agreed and understood that services will be provided, and certain functions will be performed on behalf of the Municipality, pursuant to the terms of this proposal, by employees of the Engineer's associated firm, Maser Consulting P.A.

### IV. ENGINEERING SERVICES TO BE PROVIDED

1) Related to duties and responsibilities imposed on a Municipal Engineer by Government Statute, Law, Regulations or Ordinance:

#### a. Direct Personal Service and Advice

Professional services of the Engineer, or, in the Engineer's absence, the services of a qualified licensed associate, rendered on a part time basis, to attend meetings of the Municipal governing body 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 Engineer, or any service specifically scheduled hereinafter in this Proposal.

#### b. Review of Subdivision and Site Plan Proposals

When directed, the Engineer shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding their conformance to applicable municipal ordinances and/or to the general requirements of design practice.

#### c. Observation of Improvement Installations

When directed or required, the Engineer shall provide services necessary to observe, assess conformity to Ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with commercial and residential site developments.

#### d. Review and Direction Concerning Permits and Certificates

When directed or required, the 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 Engineer shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents.

e. Judicial and Quasi-Judicial Proceedings

When directed by the Municipality or when subpoenaed in connection with Municipal business to attend and testify in judicial or quasi-judicial hearings, the 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. Design Type (Contract) Projects - Basic Services

The Engineer shall provide basic services on design type projects as listed in detail in A.S.C.E. Manual No. 45 (pp. 6, through and including 13) including preliminary conferences with representatives of the Municipality, preparation of preliminary or design reports when required, preparation of plans, specifications and other contract documents, the establishment of base lines and bench marks on the site of the work, and the furnishing of occasional visits during construction.

b. Special (or Additional) Services Required in Connection with Certain Design Type Projects

The Engineer, when requested, will provide additional or special services such as those special services listed in A.S.C.E. Manual No. 45 (pp. 18 and 19) including matters in connection with property acquisition, engineering surveys, full time (resident) observation of projects; preparation of grant applications and environmental assessments provision of services of outside technical consultants; laboratory tests of materials, borings and other soils investigations and detailed layout of construction.

c. Preparation of Reports and Studies

The Engineer shall provide services necessary to prepare and provide detailed reports requested by the Municipality 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 Engineer by the Municipality.

d. Tax Map Revision

When directed, the Engineer shall provide, or arrange for the provision of, services necessary to review property changes and transfers, determine their conformance with the tax map and determine any necessary alterations of the tax map.

e. Miscellaneous Services

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

V. ENGINEER'S RESPONSIBILITIES

1) To provide, with the usual thoroughness and competence of the engineering profession, engineering services noted and set forth in Part IV 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 Municipality, such supplementary proposals as may be requested.

4) To arrange for the Municipality to examine all payrolls and cost records relating to the services provided.

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

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

7) To endeavor, when performing the services set forth in Part IV, to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the requirements of any municipal approval or of contract documents. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by developers or contractors or the safety precautions and programs incident to the work of contractors. The Engineer's efforts will be directed toward providing a greater degree of confidence for the Municipality that completed work of contractors will conform to the contract documents. However, the Engineer shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, the Engineer shall keep the municipality informed of the progress of the work

and shall endeavor to guard the municipality against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

8) 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 Municipality, the Engineer and/or his associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with a \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$500,000 per individual or aggregate with \$100,000 property damage and \$1,000,000 excess liability coverage. If requested, the Engineer shall provide Certificates of Insurance to the Municipality. Such certificates shall provide that the Municipality shall receive (10) days written notice prior to any cancellation or alteration of the policy limits.

9) 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 \$1,000,000 aggregate.

#### VI. MUNICIPALITY'S RESPONSIBILITIES

1) To provide the Engineer with full information as to the Municipality'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 Engineer to the site of the work.

2) To designate a person to act as the "Municipal Representative" with respect to the work to be performed, such individual to have full authority to act for the Municipality in regard to directing and supervising the work of the Engineer. Unless otherwise designated by action of the Municipal governing body, such person shall be the Borough Administrator.

3) To provide the Engineer with forty-eight (48) hours notice when the Municipality will require the 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 Engineer's use, at the expense of the Municipality, such property, deed and Tax Map information as may be in the possession of the Municipality and to secure and provide for the Engineer's use such title information, concerning parcels of property to be acquired in connection with any project, a search of the property to be conducted by a person designated and paid by the Municipality, will disclose.



## VII. PERIOD OF SERVICE

The services called for in the contract shall be provided for a period of one (1) year running from January 1, 2020 to December 31, 2020.

Either the Borough of Oceanport or William H.R. White, III, P.E., P.P., C.M.E., of the firm of Maser Consulting P.A., can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Borough Attorney and William H.R. White, III, P.E., P.P., C.M.E., of the firm of Maser Consulting P.A.

Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

## VIII. PAYMENT FOR SERVICES

1) All General Engineering services outlined in Section 5 of our December 5, 2019 Response to Request for Proposals will be compensated at the month lump sum fee as indicated. Work related to specific projects will be addressed separately with proposals provided for each project that clearly defines the scope of work and associated fees. Each proposal shall require authorization by Borough Council prior to commencement of services. Escrow Inspection Services is excluded from the General Engineering services and will be invoiced based on the hourly rates in the enclosed schedule. Review of Plot/Grading Plans and As-built Surveys for Certificates of Occupancy will be billed based on the fixed fee established by ordinance.

When required by the Municipality, the Engineer will, for a particular project, establish prior to the commencement of work, a lump sum amount to provide for the services required and outlined in Parts IV, 2), a, b or c herein, in lieu of the above method of compensation.

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

3) Direct charges include disbursements which are actual expenses incurred by the Engineer and/or his associated firm in connection with the project, and include, but are not limited to:

- a. Out-of-State transportation and subsistence for professional and technical staff.
- b. Furnishing and maintaining field office facilities when same are authorized and approved by the Municipality.
- c. Telegrams and long distance (out of State) telephone calls.
- d. Payment of permit fees, application fees, review fees and similar charges.

- e. Computer expenses including time and proprietary program charges.
- f. Outside printing, reproduction, binding, collating and other graphic services.
- g. Messenger service, postage and handling of drawings and specifications, reports, contracts and other bulky items.

## IX. OWNERSHIP & REUSE OF DOCUMENTS

### 1) Ownership of Documents

All plans, specifications, reports and other documents ordered by the Municipality and submitted to the Municipality shall remain the property of the Municipality for use by the Municipality in current or future programs. Unless the Municipality directs otherwise, the Engineer shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints to the Municipality. All work and direct charges 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 calculations, field notes and memoranda are and shall remain the property of the Engineer, as instruments of his service. The Municipality, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Engineer will provide the Municipality, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

### 2) Reuse of Documents

All documents including drawings and specifications prepared by the Engineer pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by Municipality 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 Municipality's sole risk. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Municipality and Engineer.

## X. NO BENEFITS

- a) The Engineer is not entitled to participate or receive benefits from any plans afforded by the municipality, including but not limited to, health and disability. The Engineer shall provide all statutorily required benefits, including but not limited to, health and disability. The Engineer shall provide all statutorily required benefits, including but not limited to Worker's compensation to its employees.

### 1. Affirmative Action

- a) Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Engineer 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 or sex. Such actions 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. Engineer 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.
- b) Engineer where applicable, will in all solicitations or advertisements for employees placed by or on behalf of it state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex.
- c) Engineer 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.
- d) Engineer where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e) Engineer agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1075, c. 127, as amended and supplemented from time to time.
- f) Engineer agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct discriminatory practices.
- g) Engineer 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.

- h) Engineer agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Engineer shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

## XI. ESCROW WORK

Engineer acknowledges that it has reviewed N.J.S.A. 40:55D-1, et seq. and agrees that it is appropriate relative to its development compliance reviews, will abide by the applicable sections in all cases. The "Engineer" hereby agrees, inter alia, as follows:

- a) All charges shall be limited in strict accordance with N.J.S.A. 40:55D-53.2, et seq.
- b) Vouchers shall be determined in strict accordance with N.J.S.A. 40:55D-53, et seq. on a monthly basis for services performed and in addition, the Engineer agrees to comply with any schedules or procedures established by the Borough Chief Financial Officer regarding the submission of vouchers.
- c) The Engineer shall send an informational copy of all vouchers submitted to the Chief Financial Officer and simultaneously to the applicant.
- d) Upon notice from the applicant that the application or improvements are completed, the Engineer shall render a final bill to the Chief Financial Officer within thirty (30) days. A copy of this final bill shall be simultaneously sent to the applicant.
- e) In the event that an applicant appeals any charge which is disallowed by the County Construction Board of appeals or any court of law, the Engineer shall reimburse the Borough in the amount of any such disallowed charge within five (5) days of notice from the Board or County.

## XII. AFFIRMATIVE ACTION REQUIREMENTS

Engineer shall provide the municipality with one of the following three documents:

- a. Proof of Federal Affirmative Action Plan Approval.

- b. The New Jersey State Certificate of Approval from the Department of Treasury.
- c. A complete Affirmative Action Employee Information Report (AA302) which shall be filed with the Department of Treasury.

XIII. CONTRACT NOT ASSIGNABLE

This Contract is a contract for professional services and shall not be assigned.

XIII. BILLING RATES

A copy of the Engineer's current billing rates for various employee titles and classifications, marked as Exhibit "A" is attached hereto and made a part hereof. Billings will be in accordance with Section 5 of our December 5, 2019 Response to Request for Proposals. Any work beyond General Engineering Services will require prior authorization from the Borough Council.

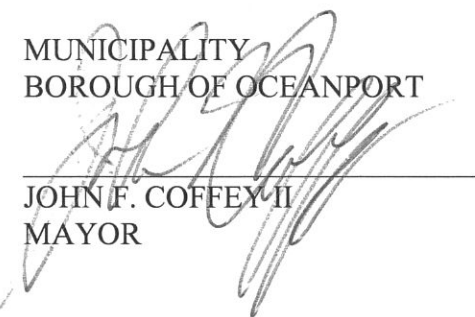
XV. AUTHORIZATION OF CONTRACT

This Contract has been authorized by Resolution of the governing body of the Municipality adopted at the organization meeting of the Mayor and Borough Council of the Borough of Oceanport held on the 1st day of January, 2020.

ATTEST:

  
\_\_\_\_\_  
JEANNE SMITH  
BOROUGH CLERK


MUNICIPALITY  
BOROUGH OF OCEANPORT

  
\_\_\_\_\_  
JOHN F. COFFEY II  
MAYOR

WITNESS:

  
\_\_\_\_\_  
NICOLE BARRY

ENGINEER:

  
\_\_\_\_\_  
WILLIAM H.R. WHITE III, P.E., P.P., C.M.E.  
c/o Maser Consulting P.A.  
331 Newman Springs Road  
Suite 203  
Red Bank, NJ 07701



**2020 RATE SCHEDULE**  
**BOROUGH OF OCEANPORT, MONMOUTH COUNTY**  
**RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2020**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

**Engineering Services**

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

**Other Technical Services**

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

**TECHNICAL STAFF RATES**

BILLING TITLES	HOURLY RATES
Project Manager	165.00
Senior Project Specialist	160.00
Project Specialist	150.00
Technical Professional	140.00
Technical Specialist	130.00
Specialist	120.00
Senior Data Technician	110.00
Senior Technical Assistant	100.00
Technical Assistant	90.00
Data Technician	80.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man w/Robotic Equipment	175.00
Expert Testimony	325.00
Sr. LSRP	240.00
LSRP	215.00

**REIMBURSABLE EXPENSES**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Plotting	3.95/Each
Computer Mylars / Color Plots	75.00/Each
Photo Copies	0.18/Each
Color Photo Copies	1.95/Each
Document Binding	3.75/Each
Portable Media	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	60.00/Each
Mileage Reimbursement*	0.58/Per Mile
Field Vehicle	0.70/Per Mile

\* Mileage reimbursement subject to change based upon IRS standard mileage rate