

TOWNSHIP OF HAMILTON
CONTRACT FOR PROFESSIONAL SERVICES
TOWNSHIP TRAFFIC ENGINEER

THIS AGREEMENT, made and executed, in the Township of Hamilton, in the County of Atlantic, State of New Jersey, on this 7th day of January, 2013 by and between **ALEXANDER J. LITWORNIA, PE, PP, OF LITWORNIA ASSOCIATES**, a New Jersey corporation, currently located at 3 Trading Post Way, Medford, NJ 08055, as Township Traffic Engineer (hereinafter referred to as "Traffic Engineer"), and the Township of Hamilton, in the County of Atlantic, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township"), until the Reorganization Meeting of the Township Committee to be held in January 2014, at which time, unless otherwise renewed or extended, it shall expire.

WITNESSETH that the Traffic Engineer and Township in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General. Traffic Engineer shall hold available to Township all officers, employees and facilities of Traffic Engineer to perform with Traffic Engineer's best efforts, all traffic engineering services normally provided by the Traffic Engineer as requested by a majority vote of Township Committee or their designee, and Township shall compensate Traffic Engineer for services requested by Township in accordance with Paragraph 4D and performed by Traffic Engineer in accordance with the terms of this Agreement.
2. Limits on Political Contributions. Prior to awarding this contract, the Township received from Traffic Engineer a sworn statement, made under penalty of perjury, that Traffic Engineer has not made a contribution in violation of the Township of Hamilton Ordinance 1636-2008 (Limits on Political Contributions).
3. Costs and Expenses. Reimbursement for out-of-pocket expenses shall be limited to the following categories unless otherwise allowed by the Township: Reproduction costs for maps, plats and plans; reproduction costs associated with submissions to any agency or court; reproduction costs for presentations made to the Township, Administration officials, Courts or any outside agency on behalf of

the Township; filing fees and escrows advanced on behalf of the Township by the vendor to file any application or matter before any court, board or agency and/or miscellaneous costs such as: Court imposed or required mediation fee; fees to arbitrators. Other categories of reimbursable "out-of-pocket expenses" may be allowed so long as such expenses are reasonable and ordinary.

4. Compensation to the Traffic Engineer - Township will only make direct payment to consultants that it directly engages in a manner prescribed by the Local Public Contracts Law. Litwornia Associates shall be responsible for any and all consultants it retains in connection with Township work when said consultants are not directly authorized by the Township in the manner prescribed by the Local Public Contract Law.

A. Hourly Rates - All services rendered by Traffic Engineer will be compensated on the basis of the hourly rates for personnel performing the services as set forth in Schedule A, unless some other method of payment is required under this contract or agreed to as provided herein.

B. Lump Sum or Fixed Fee - When it is possible to define precisely the scope of the project and the engineering services to be performed, a lump sum fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In this case, the size and physical characteristics of the project, the estimated time required to complete the project and other relevant factors should be described as completely as possible.

C. Combination of Methods - A combination of methods for determining total compensation for professional engineering services may be employed for some projects. Services may be compensated by hourly rates for the project, until the precise scope is developed, then by lump sum for the remainder of the services.

D. Professionals (auditors, engineers, attorneys, etc.) must obtain authorization for any work performed under this contract from the Township Administrator or by formal action (motion, resolution, or ordinance) of the Township Committee. Any work not specifically authorized may be rejected for payment at the discretion of the Township Administrator when reviewing invoices, vouchers and submissions. Any work rejected by the Township Administrator is subject to review by the Township Committee, if requested.

5. Payment to the Traffic Engineer

- A. Vouchers shall be submitted to the Township by the first day of the month in which payment is desired.
 - B. The Traffic Engineer shall append to each voucher for payment a breakdown of services and charges in accordance with this Agreement.
 - C. Payments for services to be compensated on a lump sum basis shall, except as set forth in Paragraph 5D below be made upon completion of the project unless otherwise agreed at the time the lump sum payment is determined and agreed upon.
 - D. Payments for services rendered under this contract on a lump sum basis involving the construction of improvements by an outside contractor will be made in accordance with the schedule shown below or as otherwise agreed by the parties. Progress payments may be made monthly in proportion to services performed and should amount to the following percentage of the total fee at completion of each phase of the work.
 - (1) Design Phase- Sixty (60%) percent of total fee
 - (2) Preparation of plans and/or specifications – Ten (10%) percent of total fee
 - (3) Supervision of Bidding – Ten (10%) percent of total fee
 - (4) Construction Supervision Phase – Twenty (20%) percent of total fee. Total fee for Basic Services – One Hundred (100%) percent. The twenty (20%) percent of total fee under paragraph 5.D.(4) Construction Supervision Phase shall be billed and payable during the period of construction and in direct proportion to the construction progress.
6. Township Requests; Private Request - The Township Administrator, at the Direction of Township Committee, is hereby designated as the person authorized to make requests for services hereunder on behalf of the Township and Traffic Engineer shall respond to these requests, but in no case shall respond to, or provide any services or work hereunder upon the request of any citizen, person, firm, or other entity, except as expressly authorized pursuant to Paragraph 4D, above.
7. Filing of materials with the Township – Traffic Engineer shall deliver, by way of filing to the Township a true copy of all maps, charts, documents, work sheets and data for which the Traffic Engineer has been compensated by the Township. Additionally, Traffic Engineer shall file and carefully keep and maintain

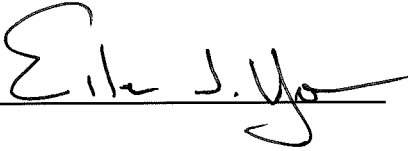
originals or true copies of all of the aforesaid in Traffic Engineer's office. All other copies of maps, charts, documents, work sheets and data shall be delivered upon payment by Township of the actual cost of reproduction. Such reproduction shall be accomplished by Traffic Engineer according to any process in any manner the Township desires.

8. Mandatory Affirmative Action Language for Procurement, Professional and Service Contracts – At the time this contract is signed, the Traffic Engineer agrees to complete an Affirmative Action Affidavit and to provide a signed copy of same to the Township.
9. Termination - Either party may terminate the effect of the Agreement as of the anniversary date hereof upon written notice of termination to the other party. No prior notice shall be required. Upon termination of services of Traffic Engineer to Township, Traffic Engineer shall surrender all maps, charts, documents, work sheets and records in connection with any work for which he has been compensated by the Township, or true and accurate copies of same, at cost of reproduction, together with all Township property and a status report on every pending project, to his successor as Traffic Engineer, or to such other person or Township Official or employee as the Township Official (or authorized representative) directs, without additional cost to the Township. All partially completed work and services of Traffic Engineer shall be compensated by Township in accordance with Schedule A annexed hereto. All completed and/or partially completed work and services shall, upon termination of the contract, become the property of the Township, whether the contract is terminated by the Traffic Engineer or the Township, or expires.
10. Interpretation - This contract shall be interpreted according to New Jersey law.
11. Disputes - Any disputes shall be resolved in the Superior Court of New Jersey, County of Atlantic.


IN WITNESS WHEREOF, Traffic Engineer and Township have caused this Agreement to be executed the day and year first above written.

ATTEST:

LITWORNIA ASSOCIATES, INC.



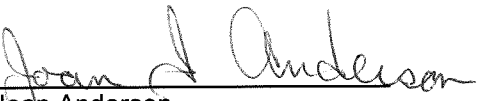
Eric J. Yo



Alexander J. Litwornia, PE, PP
Litwornia Associates, Inc.

ATTEST:

TOWNSHIP OF HAMILTON



Joan Anderson
Township Clerk



Amy L. Gatto
Mayor

SCHEDULE A

LITWORNIA ASSOCIATES, INC.

TRAFFIC, TRANSPORTATION & ENVIRONMENTAL ENGINEERING
3 TRADING POST ♦ P.O. BOX 2300 ♦ MEDFORD LAKES, NJ 08055
(609) 654-1334 ♦ FAX (609) 654-4704

**2013
CLASSIFIED HOURLY RATE SCHEDULE
HAMILTON TOWNSHIP**

WORK CLASSIFICATION	HOURLY RATE
Principal	115.00
Project Engineer	110.00
Transportation Planner	110.00
Engineer	100.00
Junior Engineer	95.00
Construction Inspector	80.00
Engineering Technician	80.00
Draftsman	60.00
Technician	55.00
Technical Secretary	50.00
Senior Traffic Enumerator	45.00
Traffic Enumerator	30.00
Senior Secretary	30.00
Secretary	20.00
Sundries	Cost
Prints, Reproduction Costs, Etc.	

AFFIRMATIVE ACTION STATEMENT

The Contractor here agrees that during the performance of an Agreement with Hamilton Township, he/she will in all respects comply with Chapter 127 of the Public Laws of 1975 and further state agreement as follows:

**Mandatory Affirmative Action Language
Procurement, Professional and Service Contracts
P.L. 1975, c. 127 (N.J.A.C. 17:27)**

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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor 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. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis or age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual

orientation, 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.

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, sex, affectional or sexual orientation, and conform 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.

The Contractor or its subcontractors shall furnish such reports or other document 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 or conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

Dated: 1/18/2013

Print Name: AI LITWORSKI

Signature: 

Official Position: President