



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 6th day of January, 2014 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 2015, 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.

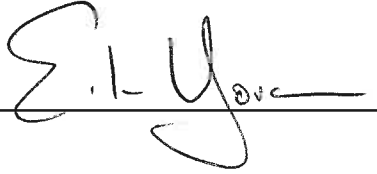
(1) Design Phase- Sixty (60%) percent of total fee


- (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.






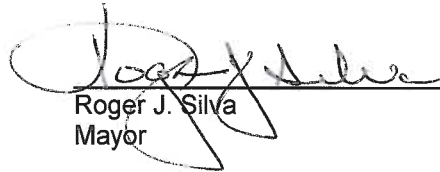
Alexander J. Litwornia, PE, PP
Litwornia Associates, Inc.

ATTEST:

TOWNSHIP OF HAMILTON



Joan Anderson
Township Clerk



Roger J. Silva
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

**2014
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.	