



## 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 17<sup>th</sup> day of January, 2017 by and between **DIXON ASSOCIATES ENGINEERING, LLC**, a New Jersey corporation, currently located at 335 East Jimmie Leeds Road, 2<sup>nd</sup> Floor, Galloway Township, NJ 08205, 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 2018, or until a successor is qualified and appointed, whichever later occurs.

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. Traffic Engineer 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 Exhibit A, annexed hereto and is made a part hereof as if sent forth herein at length, 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. The Township's Billing Rules & Procedures (Exhibit B) is annexed hereto and is made a part hereof as if sent forth herein at length.
- 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:

**DIXON ASSOCIATES ENGINEERING, LLC.**

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Kevin J. Dixon, PE, PP, PTOE, CME  
Dixon Associates Engineering, LLC

ATTEST:

**TOWNSHIP OF HAMILTON**

\_\_\_\_\_  
Rita Martino  
Township Clerk

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John Kurtz  
Mayor

EXHIBIT A

**FEE PROPOSAL**

**2017 Hourly Billing Rates:**

Dixon Associates proposes the following hourly rates:

Principal Engineer	\$	150.00
Associate	\$	120.00
Project Manager	\$	110.00
Engineer	\$	105.00
Engineer Assistant	\$	90.00
Inspector	\$	75.00
Cad Operator	\$	75.00

**Reimbursable Expenses:**

Dixon Associates fee schedule for deliverable documents is as follows. It is the policy of Dixon Associates to invoice only deliverable documents, which are defined as documents that are submitted to the Municipality or any other agency on the Municipality's behalf:

<u>Copies:</u>	<u>Fee Per</u>
8.5"x11" B/W	\$ 0.10
8.5"x11" Color	\$ 0.75
11"x17" B/W	\$ 0.20
11"x17" Color	\$ 1.00

<u>Prints:</u>	<u>Fee Per</u>
24"x36" B/W	\$ 2.00
30"x42" B/W	\$ 3.00
36"x48" B/W	\$ 4.00
24"x36" Color	\$ 5.00
30"x42" Color	\$ 7.00
36"x48" Color	\$ 10.00

<u>Misc:</u>	<u>Fee Per</u>
Report Binding	\$ 1.00
Report Covers	\$ 1.00

Dixon Associates passes through delivery expenses such as courier or Federal Express but does not "mark-up" such fees. At times, application or permit fees are required to be submitted to various state agencies. It is the Township's responsibility to provide the fees when necessary. Dixon Associates may, at its discretion, "front" these fees and include them as pass-through expenses.

KD November 29, 2016

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*Dixon Associates Engineering, LLC*