

**RESOLUTION R:106-2017**

**RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL SERVICES TO MASER CONSULTING P.A. FOR ADMINISTRATIVE AGENT SERVICES ASSOCIATED WITH COUNCIL ON AFFORDABLE HOUSING (COAH) FOR THE TOWNSHIP OF MONROE, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY**

**WHEREAS**, there exists the need for the services of a professional engineer in the Township of Monroe, County of Gloucester, State of New Jersey, to provide Administrative Agent Services in connection with the Council on Affordable Housing (COAH) rules and regulations; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

**WHEREAS**, the Township Business Administrator has certified that sufficient funds are available to fund said contract through the COAH Trust Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Monroe as follows:

1. The Mayor is hereby authorized and directed to execute the attached agreement with **MASER CONSULTING P.A.** to provide Administrative Agent Services in connection with Council on Affordable Housing (COAH) rules and regulations for period from January 1, 2017 to December 31, 2017 at a cost permissible under the COAH regulations.
2. This contract is awarded without competitive bidding as a "professional service in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
3. A notice of this action shall be published in one of the official newspapers for the Township of Monroe as required by law.

**ADOPTED** at a meeting of the Township Council of the Township of Monroe on March 13, 2017.

**TOWNSHIP OF MONROE**



**CNCL. PRES., BART MCILVAINE**

**ATTEST:**



**TWP. CLERK, SUSAN McCORMICK, RMC  
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

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**CERTIFICATION OF CLERK**

The foregoing resolution was duly adopted at a special meeting of the Township Council of the Township of Monroe held on the 13<sup>th</sup> day of March 2017 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.

*Susan McCormick*

**TWP. CLERK, SUSAN McCORMICK, RMC  
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

**ROLL CALL VOTE**

	Aye	Nay	Abstain	Absent
Cncl Dilks	✓			
Cncl. DiLucia	✓			
Cncl. Garbowski	✓			
Cncl. Heffner	✓			
Cncl. Marino	✓			
Cncl. Miller	✓			
Cncl. Pres. McIlvaine	✓			
<b>TALLY:</b>	7			



### Certification of Availability of Funds

This is to certify to the Municipal Council of the Township of Monroe that funds are available for the following:

Resolution Date: 03/13/17

Resolution Number: 106-2017

Vendor Name: Maser Consulting P. A.  
331 Newman Springs Road  
Red Bank, NJ 07701

Purpose: Administrative Agent Services - COAH

Funding Source: 2017 Operating Budget / COAH Trust Fund

2017 Capital Fund

Account Number

Amount

Department

T-03 56-1890000-001

Per Rate Schedule

Administration

7-01-xx-xxx-xxx-xxx

Per Rate Schedule

Law/Planning

Total

TBD

Only the amounts for the 2017 budget year and trust fund balances have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Business Administrator in the absence of  
Chief Financial Officer

**PROFESSIONAL SERVICES AGREEMENT**

*between the  
Township of Monroe  
and  
Maser Consulting P.A.*

**WHEREAS**, the Township of Monroe (hereinafter referred to as the "Township ") has been organized under the laws of the State of New Jersey and requires the regular services of Council on Affordable Housing (COAH) Administrative Agent Services for the Township ; and

**WHEREAS**, Maser Consulting P.A. (hereinafter referred to as "Engineering Firm").

**NOW, THEREFORE, IT IS AGREED** by and between the Township and Maser Consulting P.A. as follows:

**I. APPOINTMENT.** Maser Consulting P.A. is hereby appointed and retained as Council on Affordable Housing (COAH) Administrative Agent Services for the Township of Monroe ("COAH Administrative Agent").

**II. TERM.** The term of this appointment shall commence on January 1, 2017 and shall continue until December 31, 2017 in accordance with the terms and conditions of this Agreement.

**III. TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party during the term hereof by the giving of ninety (90) days written notice to the other amicably and reasonably resolved or whether, in their sole determination, the Agreement shall be terminated.

**IV. ADDITIONAL PROFESSIONAL SERVICES.** If the Township needs any other services that may or may not be related to the above matter, the Township and the Engineering Firm may make a new Agreement to provide the other services. Any revisions or changes to the Agreement must be made in writing, by addendum or by letter, and acknowledged by the Township and the Engineering Firm.

**V. COMPENSATION.** The Engineering Firm cannot guarantee the amount of the total billings. This will depend on the amount of time expended, the nature and circumstances of the subject project and property with regard to the project, the level of review and permitting necessary to complete the project and the amount of reimbursable expenses and costs.

A. Rates. All rates are set forth in the 2017 Rate Schedule attached.

B. All Services will be billed. The Township will be billed at the rates set forth in the 2017 Rate Schedule. This includes, but is not limited to, telephone calls, dictating, reviewing, letters, design, calculations, report preparation, specification writing, revisions, travel time to and from site property and meetings, and any other services related to this matter.

C. Estimates. Except where otherwise provided, estimated fees are not intended to be a commitment to a lump sum fee, but are rather intended to be a reasonable budget estimate based on the indicated project scope. Actual billings will be on a time, cost and expenditure basis in accordance with the 2017 Fee Schedule for services rendered by principals and employees.

D. Costs and Expenses. In addition to Engineering fees and professional services, the Township is responsible for all job expenses including, but not limited to mileage at the applicable IRS rate, postage, photocopies, long distance telephone charges, overnight mail and courier service expenses and other reasonable expenses necessarily incurred in this project. These expenses shall be itemized separately on the Engineering Firm's billing. Any state and federal taxes or fees which may be imposed on gross receipts or revenues are in addition to the professional fees under the terms of this Agreement will be added to the amounts due and shall be paid by the Township.

**VI. BILLS DISCLOSURE.** The Engineering Firm will send you an itemized

progress bill normally on a monthly basis. All bills are due upon receipt. Final bills are due upon completion of services.

**VII. TOWNSHIP'S RESPONSIBILITY.** The Township must cooperate with the Engineering Firm and provide all information requested and/or necessary. The Township agrees to provide access to property at all reasonable times to allow the Engineering Firm the opportunity to provide the requested services. Either party may terminate this Agreement upon written notice to the other. In the event of such termination, the Engineering Firm shall be entitled to payment for work completed, based upon a time accounting as of the date of the notice of termination, along with all outstanding costs and expenses in connection with the project.

**VIII. NO GUARANTEE.** The Engineering Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solution which are just and reasonable for the Township. However, because of the uncertainty of the application and approval process, the varied number of approvals and/or permits the Project may require, whether or not variances will be sought in connection with the Project, interpretations and changes in the law and many unknown and variable factors, the Engineering Firm cannot and does not warrant, predict or guarantee results or the final outcome of the Project.

**IX. OWNERSHIP & FILE LIEN.** All original field notes, calculations, drawings (tracings), work sheets, correspondence, and other file data, other than documents loaned and furnished by the Township, will remain in the ownership and possession of the Engineering Firm. Prints or photocopies of documents as required by the Township will be furnished and charged for when appropriate. Prints of the Engineering Firm's drawings are not valid unless both signature and embossed seal of the licensee appear on the prints. Eradication, erasures,

revisions, additions, or cuttings made to such drawings will invalidate them unless such changes or additions specifically originate in our office and are acknowledge and approved in writing. Should this Agreement be breached or in any way terminated, the Engineering Firm shall be entitled to immediate payment of any and all outstanding bills and/or reimbursement of any and all costs, disbursements and/or expenses. Said charges shall constitute a lien upon the file until paid in their entirety. The file shall remain in the Engineering Firm's possession, including any and all documents, to which you may be entitled, until discharge of the lien in full.

**X. DISPUTES.** In the event of any disputes between the parties which cannot be resolved between themselves, the parties agree that any action shall be brought in the Superior Court of New Jersey, Gloucester County. The parties hereby agree to submit to the jurisdiction of such court, and such courts shall have full and exclusive jurisdiction of any disputes.

**XI. ATTORNEYS' FEES.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that is based thereon, the prevailing party shall be entitled to reasonable attorneys' fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) or by the court or courts, including any appellate court, in which such matter is tried, heard or decided.

**XII. AFFIRMATIVE ACTION.** During the performance of this Contract, the Engineering Firm agrees as follows:

Engineering Firm, 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, Engineering Firm 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 employment 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. Engineering Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Township's designated Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Engineering Firm, where applicable will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Engineering Firm, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to N.J.S.A. 10:531 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

Engineering Firm 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 of the State of New Jersey 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 of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Engineering Firm 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 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.

Engineering Firm 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.

Engineering Firm agrees to review all procedures relating to transfers, 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, 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.

Engineering Firm shall submit to the public agency, after notification of award but prior to execution of a contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

Engineering Firm 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).

**XIII. NEW JERSEY LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**XIV. PARTIAL INVALIDITY.** If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by Engineering Firm for the Township.

**XV. BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Agreement, all agreements, terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective representatives, successors and assigns. Neither the Engineering Firm nor the Township shall assign this Agreement without the written consent of the other. Any attempts to assign his Agreement without written consent are null and void.

**XVI. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and Engineering Firm.

**XVII. NO WAIVER.** No waiver of any term, provision or condition in this Agreement,

or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision or condition of this Agreement by either party.

**XVIII. CAPTIONS.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**XIV. ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto and has superseded all prior negotiations, representations or agreements, either written or oral.

**XX. NOTICE.** Notices under this Agreement shall be sent to:

**ATTORNEY**

Maser Consulting P.A.  
156 Stagecoach Road  
Marmora, NJ 08223

**TOWNSHIP**

Township of Monroe  
125 Virginia Avenue  
Williamstown, New Jersey 08094

**XXI. INDEPENDENT CONTRACTOR STATUS.** The Engineering Firm at all times shall be an independent contractor, and employees of the Engineering Firm shall in no event be considered employees of the Township. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement

or performance thereunder.

**XXII. SIGNATURE.** The Engineering Firm and the Township have read and agree to this Agreement. The Engineering Firm has answered all questions and has fully explained this Agreement to the Township's complete satisfaction.

**IN WITNESS WHEREOF**, this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, for the purposes and the term specified herein.

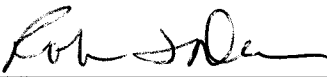
ATTEST:


TOWNSHIP OF MONROE

  
\_\_\_\_\_

  
MAYOR DANIEL P. TEEFY

COAH ADMINISTRATIVE AGENT  
MASER CONSULTING P.A.

  
\_\_\_\_\_

  
J. TIMOTHY KERNAN, P.E., P.P., C.M.E.



**2017 RATE SCHEDULE  
 MONROE TOWNSHIP, GLOUCESTER COUNTY, NJ  
 RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2017**

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**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Project Manager	160.00
Senior Project Specialist	150.00
Project Specialist	140.00
Technical Professional	130.00
Technical Specialist	120.00
Specialist	110.00
Senior Data Technician	100.00
Senior Technical Assistant	90.00
Technical Assistant	80.00
Data Technician	70.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man	170.00
Expert	300.00
Sr. LSRP	225.00
LSRP	200.00

**REIMBURSABLE EXPENSES**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.75/Each
Computer Mylars / Color Plots	50.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.75/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%

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



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

156 Stagecoach Road  
Marmora, NJ 08223  
T: 609.390.1927  
F: 609.390.0040  
www.maserconsulting.com

April 5, 2017

Susan McCormick, RMC  
Township Clerk  
Township of Monroe  
125 Virginia Avenue  
Williamstown, NJ 08094

**RECEIVED**

APR 07 2017

TWP. CLERK  
MONROE TOWNSHIP

Re: Agreement to Provide Professional Services  
Township of Monroe  
Gloucester County, New Jersey  
MC Project No. 17000275P

Dear Sue:

Enclosed please find two agreements signed by Tim Kernan for professional services to be provided by Maser Consulting P.A. as Affordable Housing Administrative Agent and Redevelopment Planner per Resolutions R:106-2017 and R108-2017 respectively.

Should you have any questions or need additional information, please do not hesitate to contact me at (609) 390-1927, x4405. Thank you.

Best regards,

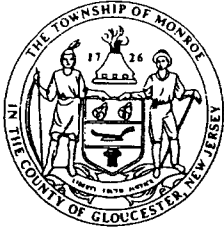
**MASER CONSULTING P.A.**

A handwritten signature in black ink, appearing to read 'Robin Dunn'.

Robin Dunn  
Administrative Assistant

/rld  
ENCLOSURES

r:\proposals\2017\17000275p\contracts info\contract cover letter\_170405.docx



## *Township of Monroe*

Office of the Monroe Township Council and Clerk



125 Virginia Avenue  
Williamstown, NJ 08094  
Office (856) 728-9800 Ext. 214

March 15, 2017

J. Timothy Kernan, P.E., P.P., C.M.E.  
MASER CONSULTING, PA  
156 Stagecoach Road  
Marmora, NJ 08223

**RE: Contract - Affordable Housing Administrative Agent Services**

Dear Tim:

Enclosed for your records is a certified copy of Resolution R:106-2017 authorizing the Mayor to enter into a contract with you for Affordable Housing Administrator for the year 2017. Also enclosed are two contracts endorsed by the Mayor. Please **sign and return** one original contract to the Office of the Township Clerk, as all contracts/agreements are kept on file in this office.

Thank you for your cooperation, please feel free to contact my office at (856) 728-9800 ext 217 if you have any questions.

Sincerely,

Susan McCormick, RMC  
Municipal Clerk

Enc.

cc: file