



# Municipality of Princeton

Municipal Building  
400 Witherspoon Street  
Princeton, NJ 08540-3496

Department of Community Development  
Office of the Engineer  
Telephone (609)921-7077  
Fax: (609) 688-2027

**ROBERT V. KISER, P.E.**  
Director of Engineering

## MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: July 22, 2014

SUBJECT: **PSA, Traffic Engineer - Maser Consulting, P.C. NTE \$36,200.00**  
**Route 206 and Valley Road Intersection Improvements**  
**for PFARS Site Development**

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Attached please find a proposal in the not to exceed amount of **\$36,200.00** from **Maser Consulting, P.A.**, for professional engineering services in relation to the preparation of a traffic analysis and signal warrant report for the intersection of Route 206 and Valley Road.

The installation of a traffic signal at Route 206 and Valley Road is necessary so that the section of Terhune Road between Mount Lucas Road and Route 206 may be closed off to site the Princeton First Aid and Rescue Squad proposed new facilities at this location. The new traffic signal would serve to provide adequate traffic flow while at the same time being equipped with emergency actuation devices to allow Rescue Squad and Fire Department apparatus to gain rapid access to Route 206.

Services provided will include conducting traffic counts at the intersections of Route 206 and Valley road, Cherry Hill Road and Mountain Avenue; completion of a gap study to demonstrate that the addition of a third signal at this location can be properly coordinated with the other signals to move traffic; estimate and evaluate future traffic conditions; preparation of a concept plan and geometric evaluations and the preparation of a traffic signal warrant report.

Council's consideration in approving a professional services agreement providing for these services at the July 28th meeting will be appreciated.

Please contact either myself, Deanna Stockton, P.E., Assistant Engineer or Alina Ferreira, P.E., Construction Engineer, if you have any questions.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

c: Linda McDermott, Municipal Clerk  
Trishka Cecil, Municipal Attorney  
Kathy Monzo, Deputy Administrator/Director of Finance  
Sandy Webb, CFO  
Lee O. Solow, Director of Planning  
Deanna L. Stockton, P.E., Assistant Engineer  
Alina Ferreira, P.E., Construction Engineer  
Rosanna Roberto, Secretary

**RESOLUTION 2014-R  
OF THE MAYOR AND COUNCIL  
OF THE MUNICIPALITY OF PRINCETON  
AUTHORIZING A TRAFFIC STUDY AND SIGNAL DESIGN  
FOR ROUTE 206 AND VALLEY ROAD INTERSECTION IMPROVEMENTS**

**WHEREAS**, the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

**WHEREAS**, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Municipality of Princeton as follows:

The Mayor and Clerk are hereby authorized to enter into a contract for professional services with **Maser Consulting, P.C.** (hereinafter referred to as "Provider") to conduct a traffic analysis and signal warrant report in connection with the **Route 206 and Valley Road Intersection**, as hereafter more particularly stated.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall serve as a professional traffic engineering company on behalf of the Municipal Department of Engineering to conduct a traffic analysis and signal warrant report in connection with the **Route 206 and Valley Road Intersection**. Specifically, the Provider shall perform the services provided for in their proposal dated July 18, 2014.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The provider shall give written notice to the Municipality when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional service agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held July 28, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this July \_\_\_\_\_, 2014.

\_\_\_\_\_  
Linda S. McDermott  
Municipal Clerk

**MUNICIPALITY OF PRINCETON  
PROFESSIONAL SERVICES AGREEMENT 2014**

AGREEMENT, made this \_\_\_\_ day of July, 2014, by Maser Consulting P.A., located 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701 (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, the Municipality wished to enter into a professional service agreement with the Provider for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Providers' proposal dated May 6, 2013, hereby attached; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law. N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services at the Great Road and Mountain Avenue intersection as follows:

Phase 1	Traffic Field Work	\$11,500
Phase 2	Traffic Analysis	\$11,500
Phase 3	Preparation of Report	\$ 3,500
Phase 4	Preparation of concept plan & geometric evaluation	\$ 4,700
Phase 5	Meeting	\$ 3,500
	Expenses, printing, postage, etc	<u>\$ 1,500</u>
	Total	\$36,200

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from March 24, 2014 through December 31, 2014 subject to available budgetary funding.

2. PAYMENT:

a. Total fee of **thirty six thousand two hundred and 00/100 (\$36,200.00)**.

- b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

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 supplements 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 of 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 and its subcontractors 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).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

**WITNESS**

**MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Elizabeth Lempert, Mayor

**MASER CONSULTING P, A.**

By: \_\_\_\_\_  
John J. Jahr, TSOS, Sr. Associate



Engineers  
 Planners  
 Surveyors  
 Landscape Architects  
 Environmental Scientists

**Corporate Headquarters**  
 331 Newman Springs Road, Suite 203  
 Red Bank, NJ 07701  
 T: 732.383.1950  
 F: 732.383.1984  
 www.maserconsulting.com

June 15, 2014  
 Revised July 18, 2014

**VIA ELECTRONIC & 1<sup>ST</sup> CLASS MAIL**

Mr. Robert V. Kiser, PE, Municipal Engineer  
 Princeton  
 400 Witherspoon Street  
 Princeton, NJ 08540

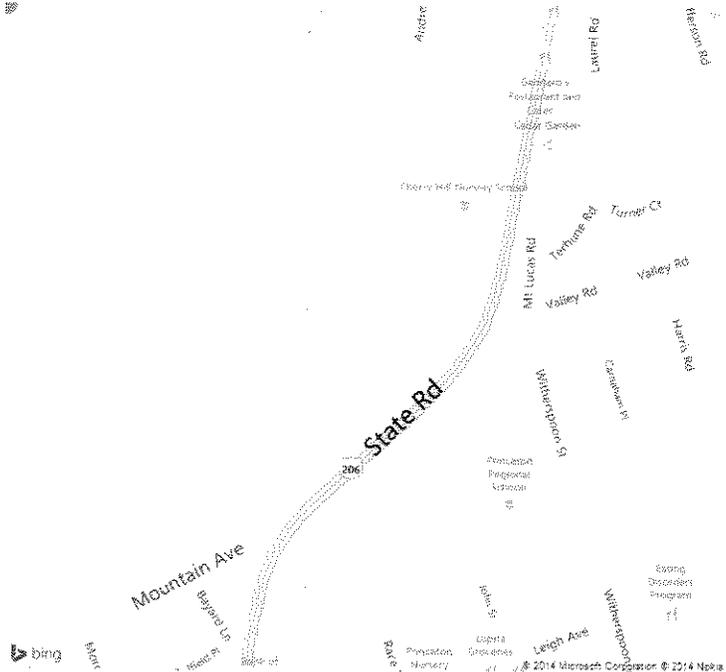
Re: Proposal for Professional Services  
 Route 206 and Valley Road Intersection Improvements  
 Princeton, Mercer County New Jersey  
MC Proposal No. 14001114P

Dear Mr. Kiser:

Maser Consulting P.A. is pleased to submit this proposal to provide professional engineering services to be performed to facilitate the implementation of Traffic Signalization at the intersection of Valley Road and State Route 206 in Princeton, Mercer County, New Jersey.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization



The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.





## **PHASE 1.0 TRAFFIC FIELD WORK**

### **PHASE 1.0A FIELD INVESTIGATION AND DATA GATHERING**

This initial task will include a visit to the site to review existing road and traffic conditions. Notations of existing physical characteristics of the road system (e.g., road widths, number of lanes, speed limits, location of traffic signals, etc.) will be made in addition to any particular problems/opportunities relative to the proposed access points. Our engineers will contact local officials and meet with them if necessary to determine if there are any safety or operational issues that will need to be addressed during the review process.

### **PHASE 1.0B CONDUCT OF REQUIRED TRAFFIC COUNTS**

Maser Consulting will conduct a turning movement traffic count on a weekday during the AM Peak Period from 7AM to 9 AM and the afternoon peak period from 3:00 PM to 6:00 PM. We will conduct manual turning movement counts at three locations.

- **Route 206 and Valley Road**
- **Route 206 and Cherry Hill Road**
- **Route 206 and Mountain Avenue**

We shall also install an Automatic Traffic Recorder (ATR) on Route 206 for a one week period during the same time frame that we are conducting the manual turning movement counts. All collected data will then be balanced, plotted, and summarized as needed.

Should our evaluation of the proposed project require additional data collection we shall provide you with an explanation of the additional services and the cost associated with those services prior to proceeding with an additional data collection effort.

**Phase 1.0A and 1.0B Lump Sum Fee**

**\$8,000.00**

### **PHASE 1.0C GAP STUDY**

Maser Consulting will conduct a Gap Study at the intersection of Valley Road and Route 206.

The assessment of the proposed unsignalized intersection is normally conducted by inputting traffic volumes; various parameters, and determining the control delay of the intersection based on methodologies set forth in the Highway Capacity Manual. This is the nationally accepted industry practice. However, this analysis only estimates the number of gaps within the traffic stream based on traffic volumes and progression types. These analyses are based in part on randomized gap analyses, distributed throughout the peak hour, that may not reflect actual traffic patterns, resulting in levels of service that are worse than actual conditions.



In our case, traffic pattern on Route 206 may be less favorable than estimated, when using nationally recognized methodologies. In order to identify the existing conditions, and to support findings that are more favorable than traditional analysis, a gap study is needed. Utilizing our state of the art Jamar Data Collection system we shall perform a study that accurately counts the amount of time available for motorists to potentially make a left turn from Route 206 into/out of Valley Road. Due to the close proximity of the traffic signals to either side of Valley Road we are expecting this study to yield results that would support the implementation of a new traffic signal.

Therefore, we propose the following tasks:

- Collect data during a typical weekday AM and PM peak hour to establish the present availability of gaps along Route 206.
- Establish the available number of gaps for the build-out year of 2016 utilizing the projected traffic volumes.
- Determine required number of acceptable gaps as per left turning movement traffic volumes from Route 206 into and out of Valley Road.
- Review and conduct analysis.

A report will be prepared to describe the existing roadway conditions, the access along Route 206, the gap study analysis results and a summary and conclusions.

**Phase 1.0C Lump Sum Fee** **\$3,500.00**

## **PHASE 2.0 TRAFFIC ANALYSIS**

### **PHASE 2.0A REVIEW EXISTING TRAFFIC CONDITIONS**

Maser Consulting will compile the traffic count data collected and will develop figures illustrating existing AM and PM peak hour traffic volumes. We will complete volume/capacity analyses to determine existing peak hour levels of service and will identify any locations that currently operate at less than desirable levels of service.

### **PHASE 2.0B ESTIMATION OF FUTURE TRAFFIC VOLUMES**

This task will involve the estimation of peak hourly traffic volumes expected to be generated by the proposed improvements in accordance with the Trip Generation Manual, 9th edition, published by the Institute of Transportation Engineers (ITE). Calculations of “new” trips versus “existing” trips will be completed for both peak hours. This is to demonstrate the emergency vehicle need for access at this location.

In addition, Maser Consulting will contact appropriate staff from your office, the County, Princeton University and the Municipality to identify any other significant area development or



transportation system improvements, which could affect future traffic conditions. We will acquire relevant data regarding any such developments so that their impacts can be accurately reflected in our report.

### **PHASE 2.0C EVALUATION OF FUTURE TRAFFIC CONDITIONS**

Maser Consulting will develop projected future AM and PM peak hour volumes, both with and without a signal, and will calculate the peak hour levels of service under each scenario. Comparison of the two will yield the anticipated impacts of the proposed new signal. We will identify locations where impacts are anticipated, and we will recommend potential means to mitigate such impacts. Possible mitigation measures could include, but are not limited to intersection and/or roadway widening, existing signalization modification, possible modification to the scope and size of proposed emergency vehicle expansion.

**Phase 2.0A, B and C Lump Sum Fee** **\$7,500.00**

### **PHASE 2.0D AND E TRAFFIC SIGNAL WARRANT REPORT**

We shall perform a traffic signal warrant report for the intersection of Valley Road and Route 206 to determine if it will meet the requirements of the MUTCD. As you know, this does not ensure that a signal will be allowed by NJDOT, as NJDOT has established criteria that indicates that traffic signals must be spaced at least 2,000 feet apart in this area. Should the traffic signal meet warrants, we shall contact you to determine if you would like us to proceed with further analysis that would entail modeling the new traffic signal to your driveway and the existing signal on either side of your driveway. If this additional analysis indicates we can meet certain progression and level of service criteria we can then explore further with NJDOT the possibility of a traffic signal at this location. It will be imperative to have both local and county officials in agreement on this matter.

**Phase 2.0D Warrant Analysis Lump Sum Fee** **\$1,500.00**  
**Phase 2.0E Progression and LOS Analysis Lump Sum Fee** **\$2,500.00**

### **PHASE 3.0 PREPARATION OF REPORT**

This study step will involve the preparation of a report which will summarize the study methodology and findings for submittal to your office. The report will describe the circulation and geometry, driveway accesses, sight distance, proposed trip generations to and from the site, capacity analyses results, gap study, progression analysis and a summary of findings. The Traffic Impact statement prepared will be used for submission to the Municipality. The ultimate purpose of this report is to justify the need for a traffic signal at the intersection of Valley Road and Route 206.



We will submit to you a draft report for review and will issue a final report once we receive comments from your office.

**Phase 3.0 Lump Sum Fee \$3,500.00**

**PHASE 4.0 PREPARATION OF CONCEPT PLAN AND GEOMETRIC EVALUATION**

Utilizing the survey/topography provided by the Municipality, we shall perform an evaluation of the roadway geometrics. We will prepare a plan for NJDOT showing the basic concept of implementing a coordinated traffic signal with each signal on either side of this location. The plan will serve as a guide to help move the project forward and to convince NJDOT that implementing signal at this location will be acceptable and safe.

**Phase 4.0 Lump Sum Fee \$4,700.00**

**PHASE 5.0 MEETINGS**

Included in this proposal are three (3) meetings. We anticipate at least one (1) meeting with the NJDOT and at two (2) meetings with local officials to complete our data collection. Attendance at any additional meetings or School or Planning Board Appearance will be billed on a 'time and materials' basis in accordance with our "Standard Provisions for Professional Services" dated January 1, 2014. All meetings are billed on an hourly basis.

**Phase 5.0 Lump Sum Fee (Not to Exceed) \$3,500.00**

**PHASE 6.0 ADDITIONAL MEETINGS**

Attendance at NJDOT, School, Planning Board, Zoning Board meetings and other public meetings where expert testimony is required will be billed separately at the rate specified below per meeting, per professional. Attendance at agency and project coordination meetings will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Colored renderings, if requested for Board presentation, and meeting preparation time will be billed on an hourly basis.

Planning/Zoning Board Hearings	
Principals and Department Managers	\$850.00/Meeting
Senior Project Managers and Project Managers	\$750.00/Meeting
Agency/Coordination Meetings	Hourly
Exhibits/Renderings/Meeting Preparation	Hourly



**PHASE 7.0 PLAN REVISIONS AND ADDITIONAL SERVICES**

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

**Phase 7.0 Fee** **Hourly**

**FEE SCHEDULE**

For your convenience we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

PHASE 1.0	TRAFFIC FIELD WORK	
PHASE 1.0A	FIELD INVESTIGATION AND DATA GATHERING	
PHASE 1.0B	CONDUCT OF REQUIRED TRAFFIC COUNTS	
		Phase 1.0A and 1.0 B Lump Sum Fee \$8,000.00
PHASE 1.0C	GAP STUDY	\$3,500.00
PHASE 2.0	TRAFFIC ANALYSIS	
PHASE 2.0A	REVIEW EXISTING TRAFFIC CONDITIONS	
PHASE 2.0B	ESTIMATION OF FUTURE TRAFFIC	
PHASE 2.0C	EVALUATION OF FUTURE TRAFFIC CONDITIONS	
		Phase 2.0A, 2B and 2.0C Lump Sum Fee \$7,500.00
PHASE 2.0D	TRAFFIC SIGNAL WARRANT EVALUATION	\$1,500.00
PHASE 2.0E	PROGRESSION AND LOS ANALYSIS	\$2,500.00
PHASE 3.0	PREPARATION OF REPORT	\$3,500.00
PHASE 4.0	CONCEPT PLAN	\$4,700.00
PHASE 5.0	MEETINGS	NTE \$3,500.00
PHASE 6.0	ADDITIONAL MEETINGS	
	Planning/Zoning Board Hearings	AS SPECIFIED
	\$850.00/Meeting Principals and Department Managers	
	\$750.00/Meeting Senior Project Managers and Project Managers	
	Agency/Coordination Meetings	HOURLY
	Exhibits/Renderings/Meeting Preparation	HOURLY
PHASE 7.0	PLAN REVISIONS AND ADDITIONAL SERVICES	HOURLY
EXPENSES, PRINTING, POSTAGE, ETC. ESTIMATED		\$1,500.00



This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions, which are attached to and made a part of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

### **EXCLUSIONS**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- This proposal does not include any services specifically not stated herein;
- This proposal does not include any evaluation of parking, should parking evaluation be required we shall provide you a proposal for these services.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

### **1.0 SCOPE OF SERVICES:**

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

### **2.0 STANDARD OF CARE:**

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

### **3.0 INVOICES:**

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

### **4.0 PAYMENT:**

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days.** We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to an attorney for collection. Client shall be responsible for court costs and reasonable attorney fees.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

### **5.0 RETAINER:**

**Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.**

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



**7.0 UTILITIES:**

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

**8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

**9.0 SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

**10.0 AGREED REMEDY:**

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

**11.0 LIABILITY TO THIRD PARTIES:**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

**12.0 INDEMNIFICATION:**

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids,



alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

**13.0 ASSIGNS:**

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

**14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

**15.0 GENERAL CONDITIONS:**

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

**16.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**SECTION III – 2014 RATE SCHEDULE**

**TECHNICAL STAFF RATES**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Principal.....	195.00
Senior Technical Director.....	190.00
Senior Project Professional.....	185.00
Senior Project Manager.....	175.00
Project Professional.....	170.00
Technical Director.....	160.00
Project Manager.....	155.00
Senior Project Specialist.....	145.00
Senior Technical Professional.....	140.00
Project Specialist.....	135.00
Senior Technical Specialist.....	130.00
Technical Professional.....	125.00
Senior Specialist.....	120.00
Technical Specialist.....	110.00
Specialist.....	100.00
Senior Data Technician.....	95.00
Senior Technical Assistant.....	85.00
Technical Assistant.....	75.00
Data / Field Technician.....	65.00
Survey Crew – 2 Man.....	200.00
Survey Crew – 1 Man.....	170.00
Expert.....	250.00
Sr. LSRP.....	225.00
LSRP.....	190.00

**REIMBURSABLE EXPENSES**

General Expenses.....	Cost + 15%
Mileage Reimbursement*.....	0.55 / Per Mile
Travel (Hotel, Airfare, Meals).....	Cost
Printing.....	2.85 / Each
Computer Mylars / Color Plots.....	40.00 / Each
Color Copies.....	1.50 / Each
Document Binding.....	3.00 / Each
Compact Disk CD/DVD.....	45.00 / Each
Bulk Printing.....	Cost
Sub-Consultants/Sub-Contractors.....	Cost + 15%

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



**SECTION IV – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until July 24, 2014.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you. If you require additional information or have any questions, please contact me at 732-236-7557.

Very truly yours,  
  
MASER CONSULTING P.A.  
  
John J. Jahr, TSOS  
Sr. Associate

JJJ/meb