

UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
www.ucimprovementauthority.org
(732) 382-9400 (732) 382-5862 fax

Resolution No. 69-2015

Date: October 7, 2015

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AMENDING
THIER PROFESSIONAL SERVICES AGREEMENT WITH CME ASSOCIATES FOR
SERVICES RELATED TO THE PROCUREMENT OF CAPITAL IMPROVEMENTS TO THE
UNION COUNTY JUVENILE DETENTION CENTER TO INCLUDE THE HOURLY RATE
SCHEDULE

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☒ YES ☐ NO ☐ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

Lisa M. da Silva

[Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	✓		✓				
<i>D'Elia</i>		✓					
<i>Hines</i>	✓		✓				✓
<i>Hockaday</i>	✓		✓			✓	
<i>Salerno, Secretary</i>		✓			✓		
<i>Tomko, Treasurer</i>	✓		✓				
<i>Vollero</i>		✓					
<i>Rountree, Vice Chair</i>		✓					
<i>Scutari, Chairman</i>	✓		✓				

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**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AMENDING THIER PROFESSIONAL SERVICES AGREEMENT WITH CME
ASSOCIATES FOR SERVICES RELATED TO THE PROCUREMENT OF CAPITAL
IMPROVEMENTS TO THE UNION COUNTY JUVENILE DETENTION CENTER
TO INCLUDE THE HOURLY RATE SCHEDULE**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders (the "Freeholders") of the County of Union, State of New Jersey (the "County") duly adopted as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Authority is authorized by the Act (specifically, N.J.S.A. 40:37A-54(a)), to acquire public facilities, which includes real property as defined in the Act, for use by the County; and

WHEREAS, pursuant to the Act (specifically, N.J.S.A. 40:37A-78), the Authority is authorized to enter into and perform any lease or other agreement with the County for the use by the County of all or any part of any public facility or facilities; and

WHEREAS, previously, in or about January 2015 the Authority issued Requests for Qualifications through a fair and open process for various consulting and professional services and, on January 23, 2015, the Authority received a proposal from CME Associates ("CME") in response to the RFQ; and

WHEREAS, after evaluation, the Authority prequalified various firms to perform consulting and professional services for the Authority on an as-needed basis; and

WHEREAS, by resolution adopted by the Authority on February 4, 2015, CME was one of the firms prequalified to perform Professional Services; and

WHEREAS, and on September 2, 2015, the Authority entered into a Professional Services Contract with CME for an amount not to exceed \$121,500 pursuant to its proposal; and

WHEREAS, on October 5, 2015, CME submitted an hourly rate schedule, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Authority has reviewed CME's hourly rate schedule and desires to amend the September 2, 2015 Professional Services Agreement with CME to include the hourly rate schedule.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority as follows:

1. The aforesaid recitals are incorporate herein as if set forth at length;
2. The Authority hereby approves the amended professional services agreement to CME Associates, pursuant to its August 13, 2015 proposal and its October 5, 2015 hourly rate schedule, a copy of which is attached hereto as Exhibit A;
3. The Executive Director is hereby authorized and directed to execute the amended Professional Services Agreement between the Authority and CME Associates for an amount not to exceed \$121,500 and in accordance with the hourly rate schedule;
4. The Executive Director is hereby authorized and directed to take any and all actions necessary to implement the contract;
5. This resolution shall be published in accordance with law.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

UNION COUNTY IMPROVEMENT AUTHORITY

AND

CME ASSOCIATES

THIS CONTRACT, dated as of **September 2, 2015**, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY** with its principal offices located at 1499 Routes 1&9 North, Rahway, New Jersey 07065 (hereinafter referred to as "Authority") and **CME ASSOCIATES**, with offices located at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162 (hereinafter referred to as "Consultant and Engineer"):

WITNESSETH:

WHEREAS, the Authority wishes to engage CME Associates ("CME"), as Consultant and Engineer for the purposes hereinafter described in Paragraph 1, Scope of Services; and

WHEREAS, CME has agreed to provide engineering and consulting services related to the Union County Juvenile Detention Center Project (the "the Project"); and

WHEREAS, CME has previously been prequalified by the Authority pursuant to a fair and open process, and is experienced in engineering and consulting services,

NOW THEREFORE, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. **SCOPE OF SERVICES:** CME hereby agrees to perform, (unless otherwise directed by the Authority) Engineering and Consulting services in connection with the Project; and

- a) Such services shall include, but are not be limited to a detailed assessment of the HVAC system and Building Envelope, an evaluation of the Card Readers and Security Call Boxes, engineering services in conjunction with the construction phase of the Perimeter Fence and other engineering and consulting services as required by the Authority.
- b) The budget cap applicable to these services shall not exceed \$121,500.00 during the term of this professional services agreement. Professional service fees shall be invoiced monthly commensurate with services completed. Direct expenses such as travel, express mailing, and reproduction of documentation are included in the above-mentioned fees.

2. **PERSONNEL**

- a) CME represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract.
- b) Personnel shall not be employees of or have any other contractual relationship with the Authority.
- c) All of the services required hereunder will be performed by CME under the direct supervision of Bashar Assadi, PE and all personnel engaged in the work shall be fully qualified.
- d) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Authority.

3. **TIME OF PERFORMANCE:** It is understood and agreed by and between the parties hereto that this Contract shall be for a period commencing on or about September 2, 2015, and continuing through the completion of CME's above-mentioned obligations in connection to the Project, but in no event in excess of one (1) year. CME agrees to perform their services in such sequence as to assure their expeditious completion in light of the purpose of this Contract.

4. **COMPENSATION:**

- a) In accordance with CME's proposal dated August 13, 2015, CME shall perform their scope of services for an amount not to exceed \$121,500.00, a copy of which is attached hereto as Exhibit A.
- b) To the extent that any services are performed by any personnel other than as set forth above, the costs for such personnel shall be submitted to the Authority for review and written approval prior to payment for such services.
- c) CME covenants and agrees to have available, upon request, at the Authority, their books and records for inspection by appropriate officials covering the charges, fees and costs under this Contract.
- d) Vouchers and Itemized Billing Statements shall be submitted to the Authority's Comptroller, along with a copy for the Executive Director on or before 4:00 PM on the first Wednesday of the month or 14 days prior to the Authority's Board of Commissioners Meeting (whichever is later). Failure to submit such documents in a timely manner may result in a delay in processing applicable payments.

5. **SERVICE AND DOCUMENT CONFORMANCE/APPROVAL:** All services rendered and documents prepared by CME shall strictly conform to all laws, statutes and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered and the documents are prepared.

All of the services required of CME by the Authority shall be performed to the satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

6. **DOCUMENT OWNERSHIP:** All plans, records, reports, calculations, contracts, and all other documents pertaining to the work required hereunder and prepared or obtained by CME in the performance of this Contract shall be the absolute property of the Authority; subject however, to the Authority making payment for the provision of such services.

7. **TERMINATION:** The Authority reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to CME of such termination and specifying the effective date therefore.

8. **ASSIGNMENT:** This Contract shall not be assigned or assignable, either by action of CME or by law.

9. **ERRORS AND/OR OMISSIONS:** The Authority reserves the right to deny payment of the part of any fee which is based on an increase in costs in the preparation of documents or services resulting from an error or omission of CME.

10. **INDEMNIFICATION:** CME shall indemnify, defend and hold harmless the Authority, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned, in whole or in part, by CME's negligent act or omission, or the negligent act or omission of CME's agents, sub-consultants, employees or servants, arising from the discharge of CME's responsibilities pursuant to this Contract.

11. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to CME's services, whether such litigation occurs during or after the term of the Contract, agrees, at no additional fees other than the hourly rates called for under this Contract, to make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

12. **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION:**
See Exhibit B which is attached hereto and made a part hereof.

13. **FIRM HISTORY:** CME represents that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of said CME has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

14. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority

represents and warrants that this Contract has been duly authorized by its board membership, and when executed by its Chairman or Vice Chairman shall be valid and binding upon the Authority and shall be in full force and effect.

15. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

16. **AWARD:** This Contract has been awarded in accordance with a Fair and Open Process pursuant to the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et seq.).

17. **SEVERABILITY:** A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term condition or covenant. If any court of competent jurisdiction declares a provision of the Contract to be invalid, illegal or otherwise unenforceable, the remaining provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and CME have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

UNION COUNTY IMPROVEMENT
AUTHORITY

By: _____

By: _____
ANTHONY R. SCUTARI,
Chairman

(SEAL)

By: _____
DANIEL P. SULLIVAN
Executive Director

CME ASSOCIATES

By: _____
BASAR ASSADI, PE

Exhibit A

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

August 13, 2015

Union County Juvenile Detention Center
1075 Edward Street
Linden, NJ 07036

Att.: Michelle Nascimento Perez
Assistant Superintendent

**Re: Proposal of Professional Services for the Evaluation of HVAC System,
Assessment of Building Envelope, Security Call Boxes, and Card Readers, and
Design and Construction Services for a Fence System**

Dear Ms. Perez:

CME Associates (CME) is pleased to be provided with the opportunity to submit our proposal for performing a Facility Assessment at the Union County Juvenile Detention Center (Center) in Linden, NJ. CME has teamed with Project Concord Engineering to provide the County with a very competent and experienced team for the required services.

PROJECT UNDERSTANDING

Based on an onsite meeting with representatives of the Center, it is our understanding that the County wishes to perform a detailed assessment of the following areas in which Project Team will provide support;

- Assessment of HVAC System
- Building Envelope Assessment
- Adding Additional Card Readers
- Evaluation of Security Call Boxes
- Installation of Perimeter Fence with Four Motorized Gates

We understand the building to be 7-8 years old with numerous HVAC System problems, building envelope issues, security access limitations and issues with perimeter traffic control. We feel the scope detailed below will provide a roadmap for the County to correct the deficiencies and improve the operation of the facility.

PROJECT SCOPE

I. HVAC Assessment

- Project Team will perform onsite investigation of the building's HVAC system for installation deficiencies, operational deficiencies and opportunities for energy efficiency improvements. Project



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Re: HVAC System and Fence

Team will utilize the provided documentation including; project drawings, specifications, submittals and shop drawings for guidance on the design intent and operational needs.

- Project Team will identify and recommend non capital repairs, systems adjustments, and corrections as a part of the site investigation. The recommendations will take into account the load calculations to ensure the building's original HVAC design meets the needs of the building. Project Team will not however; provide any design documentation illustrating the recommended changes under this scope of work. Additional services may be requested to develop the design documentation.
- Some implementation activities may occur during the investigation phase requiring simple repairs in order to continue the RCx process. Project Team will provide direction to the Owner's operators or contractor(s) on these repairs on an as needed basis.
- Project Team will identify indicators of opportunity for cost-effective RCx, categorizing low cost/no cost improvements, capital improvements, and areas requiring additional investigation.
- A detailed report will be provided illustrating the available options for HVAC system improvement including estimated construction costs and proposed resolutions. If any energy savings are expected, Project Team will provide the stipulated savings calculation granted the assumptions made during the investigation phase are accurate.

II. Building Envelope Assessment

- Project Team will perform a review of the construction documents and specifications for the building envelope systems to develop a retro-commissioning plan for the building envelope.
- Project Team, with the assistance of a building envelope specialist, will perform a visual survey of the existing conditions of the exterior enclosure components including but not limited to roofs, green roof constructions, appurtenance, walls and windows. During the time of the exterior onsite assessment, safe access to the interior, exterior and roofs of the building will be required. Note: This proposal does not include the cost of renting a high reach device to access the



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Re: HVAC System and Fence

roof or adjacent elevated parts of the building. It is assumed that these areas will be accessible without the need for the high reach equipment.

- Project Team will perform a limited survey and infrared thermal scan of the existing conditions of exterior enclosure components. On the day of our survey, we will require safe access to the interior and the exterior of the building. Optimal conditions for a thermal scanning typically require a temperature delta of approximately 20°F.
- Project Team will evaluate all of the windows within the facility including those interior windows overlooking the courtyard which are being considered for upgrade to something not breakable. In addition, a contractor filled the weep holes with caulk.

III. Evaluation of Card Readers

- Project Team, with assistance from a security specialist, will evaluate the current card reader system to determine the most feasible option for installing additional card readers in the 38 locations identified.
- Engineering for actually getting bids for the work is not included within this proposal. We will provide a recommendation and then additional documentation will need to be developed in order to obtain bids from contractors.

IV. Evaluation of Security Call Boxes

- A concern has been raised regarding obtaining replacements for the existing security call boxes. As part of our investigation, we will review the call boxes and determine a compatible replacement so they can be ordered and installed by the staff.
- Engineering for this effort is not included and not required unless the call box system needs to be upgraded due to lack of comparable options.

V. Perimeter Fence and Gates



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Re: HVAC System and Fence

- Currently the county is exploring the option to install a 12' perimeter fence for security and pass through protection. The intent is to provide a full perimeter fence with climb protection and four motorized gates with mobile opening capabilities. CME will perform the following tasks
- Prepare bid plans including a Construction Plan based on a previously prepared site plan with supplemental field survey and editing to delineate a 12' high perimeter fence around the Linden Juvenile Detention Center with up to four (4) motorized cantilever slide gates. Construction plan will indicate the approximate location of the fence with notes stating the contractor shall be responsible for locating existing property limits and installation of fence within the existing property. Concord Engineering shall provide electrical plans and specs to be included in our bid drawings for the electrical services to the cantilever slide gates.
- Prepare bid specifications for the installation of the new fencing and gates. Bid specifications shall include electrical specs and pay items provided by Concord Engineering for electrical service related items necessary to provide power to the proposed slide gates.
- We anticipate that Bid Phase Services will generally include the furnishing of twenty (20) sets of plans and specifications prior to advertisement for bids; coordination with prospective bidders during the bid period; issuance of any addenda required; attendance at the bid opening, and the preparation of a report recommending award of the project.

VI. Perimeter Fence and Gates Construction Phase

We will provide the following engineering services in conjunction with the construction phase for this project:

- Assist the County in arranging and conducting a preconstruction meeting with the contractor and utility companies, and provide written minutes of the meeting.
- Perform onsite observation of items of work and review construction materials to be utilized by the contractor. Maintain daily field reports and construction records.
- Monitor and assist the Contractor with utility coordination efforts



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Re: HVAC System and Fence

- Monitor the contractor's construction layout and observe the installation of the required elements of the project.
- Review shop drawings, working drawings, schedules, staging plans and test results for construction materials to be incorporated in the work.
- Measure all pay items of work for the contractor's estimates. Prepare estimates of payment to the contractor and determine the amount owed to the contractor, including the measurement and/or calculation of quantities involved and review contractor requests for payment in such amount on the basis that work has progressed to the point indicated and that the quality of work is in accordance with the construction documents.
- Participate in the final observation of the completed work. Measure all pay items of work, and prepare the final estimate of payment to the contractor.

PROPOSAL ASSUMPTIONS / EXCLUSIONS

We have made the following assumptions and exclusions in the preparation of this proposal:

1. All existing documentation regarding the existing mechanical and controls system will be made available to Project Team at the time of the site surveys.
2. Engineering services not explicitly stated within this proposal have been excluded.
3. Measurement, Monitoring and Verification of Energy Usage is not included.
4. Construction means and methods are not the responsibility of Project Team and will be the sole responsibility of the installing Contractor.
5. Construction site safety regulations and inspections are by others and are excluded from this proposal.
6. Should additional services be required or requested, we propose that our fees be adjusted accordingly and by mutual agreement. We would expect to be authorized to proceed with such additional services based on a lump sum fee agreement.
7. This proposal does not include the work necessary for the implementation of the recommended measures. Additional services can be negotiated upon request.



Michelle Nascimento Perez

August 13, 2015

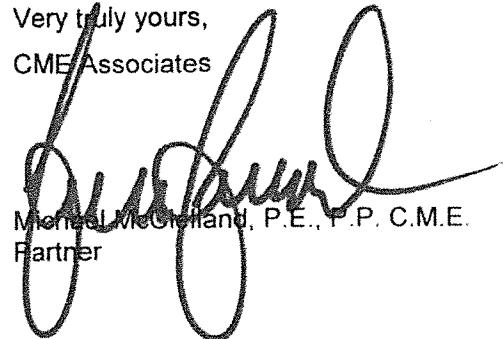
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Re: HVAC System and Fence

Tasks	Professional Fees	
I	HVAC Assessment	\$48,875
II	Building Envelope Assessment	\$14,375
III	Evaluation of Card Readers	\$3,950
IV	Evaluation of Security Call Boxes	\$2,300
V	Perimeter Fence and Motorized Gates	\$36,100*
VI	Construction Phase Services	\$15,900
	Total	\$121,500
<p>* Should the County not have an as-built plan of the constructed facility, this fee will increase by \$10,000 to create an as-built showing the building, roadways and associated curbs.</p> <p>Note: Fees stated above shall be invoiced monthly commensurate with services completed. Direct expenses such as travel, express mailing, and reproduction of documentation are included in the above fees.</p>		

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,
CME Associates


Michael McCrelland, P.E., P.P. C.M.E.
Partner

MJM/BA/em

Exhibit B

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, 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, the contractor 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. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT B (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**



**UNION COUNTY IMPROVEMENT AUTHORITY ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO FEBRUARY 2016**

Senior Project Manager.....	\$153.00 Per Hour
Project Manager/Project Leader.....	\$148.00 Per Hour
Professional Engineer.....	\$137.00 Per Hour
Senior Project Engineer.....	\$128.00 Per Hour
Project Engineer.....	\$115.00 Per Hour
Senior Design Engineer.....	\$102.00 Per Hour
Design Engineer.....	\$ 97.00 Per Hour
Senior Engineering Technician.....	\$ 92.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$ 85.00 Per Hour
Professional Land Surveyor.....	\$129.00 Per Hour
Land Surveyor.....	\$111.00 Per Hour
Robotic Total Station.....	\$ 60.00 Per Hour
Party Chief.....	\$ 92.00 Per Hour
Survey Technician.....	\$ 90.00 Per Hour
Resident Engineer.....	\$115.00 Per Hour
Chief Construction Engineer.....	\$110.00 Per Hour
Senior Construction Engineer.....	\$102.00 Per Hour
Construction Engineer.....	\$ 93.00 Per Hour
Chief Construction Technician.....	\$ 82.00 Per Hour
Senior Construction Technician.....	\$ 74.00 Per Hour
Construction Technician.....	\$ 68.00 Per Hour
Technical Assistant.....	\$ 76.00 Per Hour
Senior CADD Technician.....	\$ 93.00 Per Hour
Licensed Landscape Architect.....	\$122.00 Per Hour
Senior Landscape Designer.....	\$109.00 Per Hour
Certified Tree Expert.....	\$ 96.00 Per Hour
Landscape Designer.....	\$ 86.00 Per Hour
Director of Planning.....	\$148.00 Per Hour
Professional Planner.....	\$127.00 Per Hour
Planning Technician.....	\$ 86.00 Per Hour
Partner.....	\$171.00 Per Hour
Principal.....	\$161.00 Per Hour
Managing Partner/Administrative Partner.....	\$178.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule.

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including sub consultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to 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, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

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





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

Client agrees to indemnify and hold harmless Engineer 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 Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in 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 Engineer. 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 the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) 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, CME shall be paid for services 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 work contemplated by this Agreement, CME 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 CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

