



CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made this 14 day of February, 2025, by and between the Franklin Township Sewerage Authority, 70 Commerce Drive, Somerset, New Jersey 08873, hereinafter called "**Authority**", and CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859, hereinafter referred to as "**Engineer**".

WHEREAS, the Authority has need for Consulting Engineering services, and

WHEREAS, the amount of the retainer in this agreement is \$600.00 per month, and

WHEREAS, funds are available and have been budgeted for said services and

WHEREAS, by entering into this Contract, the Authority signifies that the services to be performed by the Engineer shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et.seq.; and

NOW, THEREFORE, the Authority and Engineer, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

Section I – Scope of Professional Services of the Engineer

The Engineer shall provide professional engineering, planning and surveying services as required by the Authority which may include the following:

1. Serve as a general engineering consultant to the Authority;
2. Provide technical and engineering advice to the Authority;
3. Review applications, reports and plans submitted by others to the Authority;
4. Consult with others and the Authority with respect to the foregoing matters, and related to the duties and responsibilities of the Authority;
5. Furnish pertinent reports, counseling and advice to the Authority as requested;
6. Perform such other duties and functions as may be requested by the Authority;
7. Attend meetings of the Authority as directed.

Section II – General Consulting Engineering Services

The Engineer shall provide general consulting engineering services on a retainer basis as required which consists of the following:

1. Provide representation at twelve evening agenda meetings per year, plus other occasional regular public meetings, which may precede or follow said official meeting. Mr. William Korosec, P.E. shall serve as the Engineer's Representative and will attend the above-referenced meetings on behalf of Engineer. Mr. Keith Chiaravallo, P.E. shall serve as the backup representative in the event that William Korosec is either ill or unavailable to attend.
2. Provide advice to the Authority on a broad spectrum of technical issues related to activities conducted by the Authority.
3. Provide a Monthly Status Report to the Authority prior to each Agenda Meeting, summarizing





services provided the previous month, along with recommended or required actions by the Authority and other matters of importance.

4. Provide general consultation and advice (by telephone and in writing).
5. Provide the necessary certifications or statements of work done by Engineer as required by the Authority or Trustee under the bond resolution.

Section III – Additional Consulting Engineering Services

The Authority may authorize the Engineer to undertake additional consulting engineering services that are outside the scope of the retainer. Such services shall be compensated in accordance with the attached hourly rate schedule or the fee schedule in accordance with the Rates, Rules and Regulations of the Authority, or on a lump sum basis when a specific project proposal has been so authorized by the Authority.

The work included under additional consulting engineering services may include but shall not be limited to the following:

1. Review of the Authority's annual operating budget from an engineering perspective.
2. Preparation of various reports to the Authority as requested regarding general issues.
3. Review of rules and regulations as directed by the Authority.
4. Attendance at special Authority meetings other than indicated above based upon our hourly rates.
5. Review of subdivision plans submitted to the Authority as directed by the Executive Director. The Engineer will review subdivision plans and receive therefore compensation in accordance with the Rules, Rates and Regulations of the Authority which currently provide that a Developer submitting such plans will escrow with the Authority monies for such review. In the event this rate is adjusted during the period of this agreement, the new rate will be applicable to this agreement commencing on the date of adoption of the new rate.
6. The preparation of plans and specifications for various capital improvements as requested by the Authority.
7. The provision of construction phase services for capital improvement projects as requested by the Authority.
8. The provision of other engineering services required by the Authority, where directed.

Section IV – Certain Actions to be Taken by the Authority

When the Authority requests the engineer to perform specific services, the Authority will:

- A. Make such records and information available to the Engineer as may be required to assist him in the performance of his duties, and consult with him in a timely manner.

Section V – Actions to be Taken by the Engineer

A. Miscellaneous

1. In all cases, where the Engineer prepares plans and specifications for the Authority, the Authority will be presented with final design drawings at no additional cost to the Authority.
2. In all cases, where the Engineer provides full-time resident inspection services for the Authority,





the Authority will be presented with plotted record drawings at no additional cost to the Authority.

3. In the event that the Authority elects to change consulting engineers at the expiration of this Agreement, the Engineer will transfer pertinent requested current files and documents generated during the period of this Agreement to said other consulting engineer.
4. Engineer shall give prior notification to the Executive Director of the Authority before sending personnel into Franklin Township, specifically advising as to the number of people, approximate hours and location of work.
5. Each job assigned the Engineer shall be given a case or job number by the Engineer.
6. Engineer will provide William Korosec or those listed under Section II-1 for such special meetings (other than agenda and regular public meetings) of the Authority as the Authority may request.
7. Engineer shall give the Authority an estimate on every job assigned to the Engineer.

B. Vouchers

1. The Engineer agrees to submit vouchers on forms supplied by the Authority. Request is made of the Engineer that the vouchers be submitted within thirty (30) days of services being rendered, but wherever possible no later than sixty (60) days after said services have been rendered. Separate vouchers shall be submitted for each separate project upon which services have been rendered and which shall set forth in detail the items of services rendered, together with certification of the party rendering said services.
2. Vouchers shall also be submitted for the monthly retainer services at the end of each month.
3. On all vouchers submitted, Engineer shall specify in detail the nature of the service performed and indicate case or job number assigned.

C. Further Clarifications

1. Telephone calls or personal conversations with Authority Personnel or Commissioners will be included in the retainer fee.
2. Phone conferences (calls greater than 30 minutes) will be billable if the Engineer requests so prior to terminating the call so Authority can make record of the call.
3. The specific hourly rates of those individuals expected to perform specific Authority assignments shall be submitted with the estimate for each project proposed.
4. The Engineer shall provide a certificate of insurance to Authority.
5. No work may be billed to Authority unless said work was authorized by Authority.
 - a. The Executive Director may verbally authorize work up to \$17,500.00.
 - b. A motion of the Board is required to authorize work in excess of \$17,500.00.
6. A fixed fee, or a not-to-exceed estimate, shall be established for all jobs. Work in excess of this amount will not be billable unless authorized by Authority. The Engineer shall advise Authority of the need to expend additional funds to properly complete a project.
7. A firm completion date shall be set for all projects that lend themselves to a firm completion date, at the time the project is assigned. The Engineer shall advise Authority of any time extension required. Unauthorized work on a project after the completion date shall not be billable.
8. All bills for professional services shall be submitted on or before the first day of the month in





which payment is requested. Bills shall include:

- a. The project name.
 - b. The name and job classification of everyone who worked on the project with the hours worked.
 - c. A list of other charges.
9. A project status report shall be included with each month's bills. It shall contain:
- a. Assignment name.
 - b. Starting date, completion date.
 - c. One or two sentence description of work completed this month.
 - d. Fees previously invoiced.
 - e. Fees invoiced this month.
 - f. Percent of work completed to date.

Section VI – Compensation of the Engineer

- A. For the services rendered by the Engineer under this Agreement, the Authority shall pay and the Engineer shall receive the following described sums:
1. **General Consulting Engineering Services:**
For general consulting engineering services provided pursuant to Section II of this Agreement, the Engineer shall be compensated on a retainer basis for \$600.00 per month.
 2. **Additional Consulting Engineering Services:**
For Additional Consulting Engineering Services performed under Section III of this Agreement, the Engineer shall be compensated in accordance with the Authority Rates, Rules and Regulations and Hourly Rate Schedule (Exhibit B).
 3. **Additional Expenses:**
Expenses specifically related to the work performed under this Agreement shall be reimbursed to the Engineer at cost plus fifteen percent.
 4. **Subconsultant Services:**
Services required by others, including other firm's individuals not on Engineer's staff and directly chargeable to the engagement shall be billed on the basis of invoiced cost plus 15%. These services may include subsurface investigations, laboratory testing or other specialty areas.

Section VII – Period of Service

The period of service shall be for one (1) year, commencing on February 5, 2025 and ending on February 3, 2026 or until a successor is appointed to provide such professional engineering services as required.





Section VIII – Authority's Indemnification of the Engineer

The Engineer shall not be liable in any way for any decision of the Authority (or consequences thereof) which are not in accordance with the recommendations of the Engineer, or are based on or related to any failure on the part of the Authority to accept or follow any recommendations of the Engineer. The Authority hereby releases the Engineer from liability and waives claims against the Engineer arising out of or relating to any such decisions or the consequences thereof.

Section IX – Litigation and Additional Investigation

In the event the Authority becomes involved in any litigation with third parties concerning or related to Engineer's services, under this Agreement, the Engineer agrees to provide such assistance and support as the Authority may request or require, excepting expert witness testimony and in-court services, at its hourly rate schedule. (Exhibit B). In the event the Authority requires in-court services or expert witness testimony related to the Engineer's services or for third party services, the Engineer agrees to provide such services at an hourly rate of \$250.00 per hour.

Section X – Entire Agreement

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition or modification.

Section XI – Engineer Retained Pursuant to State Statute

The services to be performed by the Engineer under this Agreement constitute professional services under the terms of N.J.S.A. 40A:11-1 et seq.

Section XII – Statutorily Required Affirmative Action Clauses

The Engineer and the Authority hereby incorporated by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 27, as amended and supplemented from time to time, and Engineer agrees to comply fully with the terms, provisions and conditions of the Subsection 3.4 (a) and Section 3.4 (a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

The Affirmative Action Language set forth in Exhibit A is also made a part hereof.







IN WITNESS WHEREOF, the Authority and Engineer have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS:

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY


By: 
Name Apryl L. Roach

By: 
Name Teresa Ford

WITNESS:

CME ASSOCIATES

By: 
Amy Terhune

By: 
Keith Chiaravallo, P.E.,
Senior Vice President



DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.
(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

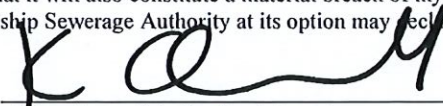
PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Franklin Township Sewerage Authority is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Franklin Township Sewerage Authority to notify the Franklin Township Sewerage Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Franklin Township Sewerage Authority and that the Franklin Township Sewerage Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Keith Chiaravallo
Printed Name of Authorized Agent


Signature of Authorized Agent

Senior Vice President
Title

1/16/25
Date

CME Associates
Company Name/Person/Entity



EXHIBIT A
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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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 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 employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

16th

day of

January, 2025

Amy S. Terhune
Notary Public, State of New Jersey



Anand Paluri

Anand Paluri, P.E.
Chief Executive Officer/President



AUTHORITY CONSULTING ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2026

Program Manager.....	\$223.00 Per Hour
Project Manager	\$222.00 Per Hour
Senior Professional Engineer/Project Leader.....	\$220.00 Per Hour
Professional Engineer, Environmental	\$218.00 Per Hour
Assoc. Professional Engineer, Environmental.....	\$209.00 Per Hour
Professional Engineer	\$218.00 Per Hour
Project Engineer, Environmental	\$206.00 Per Hour
Associate Professional Engineer	\$209.00 Per Hour
Project Engineer/Senior Designer II	\$206.00 Per Hour
Engineer/Senior Designer	\$198.00 Per Hour
Associate Engineer/Designer	\$175.00 Per Hour
Engineer, Environmental	\$198.00 Per Hour
Associate Engineer, Environmental.....	\$175.00 Per Hour
Senior Scientist.....	\$219.00 Per Hour
Lead Scientist/Senior Geologist	\$204.00 Per Hour
Scientist/Project Geologist.....	\$195.00 Per Hour
Associate Scientist/Staff Geologist.....	\$164.00 Per Hour
Environmental Technician	\$132.00 Per Hour
Professional Surveyor	\$211.00 Per Hour
Survey Manager	\$191.00 Per Hour
Party Chief.....	\$167.00 Per Hour
Robotic Total Station	\$ 84.00 Per Hour
Survey Technician	\$143.00 Per Hour
Chief Construction Manager.....	\$200.00 Per Hour
Construction Manager	\$192.00 Per Hour
Senior Construction Technician.....	\$180.00 Per Hour
Construction Technician	\$150.00 Per Hour
Associate Construction Technician	\$143.00 Per Hour
Support Staff.....	\$129.00 Per Hour
Drone Pilot.....	\$159.00 Per Hour
Drone Technician	\$ 86.00 Per Hour
CAD Technician.....	\$173.00 Per Hour
Senior Landscape Architect.....	\$194.00 Per Hour
Landscape Architect	\$176.00 Per Hour
Certified Tree Expert	\$158.00 Per Hour
Associate Landscape Designer	\$145.00 Per Hour
Principal Planner	\$214.00 Per Hour
Professional Planner	\$206.00 Per Hour
Senior Planner.....	\$179.00 Per Hour
Planner	\$151.00 Per Hour
Senior Leadership	\$224.00 Per Hour
Executive Leadership	\$246.00 Per Hour

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 subconsultants 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 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.





Certification 1818

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2023** to **15-FEB-2026**

**CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL NJ 07731 1194**



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CONSULTING AND MUNICIPAL ENGINEERS LLC
Trade Name:
Address: 1460 ROUTE 9 SOUTH
HOWELL, NJ 07731
Certificate Number: 2786089
Effective Date: October 31, 2022
Date of Issuance: January 03, 2023

For Office Use Only:
20230103100839074

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
<Franklin Township Sewerage Authority>

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *CME Associates* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (*date of award scheduled for approval of the contract by the governing body*) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Alpine Trilon Holdings LLC	One California St., Suite 2900, San Francisco, CA 94111
Tilon Management Holdings, LLC	One California St., Suite 2900, San Francisco, CA 94111

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CME Associates, LLC
 Signature of Affiant: Michael Motyka Title: Chief Financial Officer
 Printed Name of Affiant: Michael Motyka Date: 1/16/25

Subscribed and sworn before me this 16th day of January 2025

My Commission expires: 2025

AMY S. TERHUNE
 Notary Public, State of New Jersey
 Comm. # 50000629
 My Commission Expires 7/24/2029

Amy S Terhune
 (Witnessed or attested by)

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<**Franklin Township Sewerage Authority**>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)