

**PENNINGTON BOROUGH PLANNING BOARD**

**PROFESSIONAL ENGINEER**

**PROFESSIONAL SERVICES AGREEMENT FOR 2026**

**THIS AGREEMENT** made this 14<sup>th</sup> day of January 2026, by and between the **PENNINGTON BOROUGH PLANNING BOARD**, 30 North Main Street, Pennington, New Jersey 08534 (hereinafter referred to as **PLANNING BOARD**) and **PENNONI ASSOCIATES, INC.**, 103 College Road East, Pennington, New Jersey 08540 (hereinafter referred to as **ENGINEER**.)

**WITNESSETH:**

WHEREAS, the **PLANNING BOARD** requires professional engineering services to assist the **BOARD** during the calendar year 2026; and

WHEREAS, the **PLANNING BOARD** has adopted a Resolution pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* awarding a Contract for Professional Services@ to **ENGINEER** to provide said professional engineering services.

NOW, THEREFORE, IT IS AGREED between the **PLANNING BOARD** and **ENGINEER** as follows:

1. The **ENGINEER** is hereby retained as the Professional Engineer for the **PLANNING BOARD** for 2026.

2. The **ENGINEER** agrees that the key personnel assigned by said **ENGINEER** to provide professional engineering services to the **PLANNING BOARD** shall be Pennoni who shall bill at the Engineer's municipal rate for 2026 as per Exhibit A attached. Services provided by other personnel, when authorized by the Board shall be in accordance with the Engineer's standard hourly billing rates for 2026.

3. The **ENGINEER** agrees to charge the **PLANNING BOARD** and the escrow accounts for the applicants as permitted by *N.J.S.A. 40:55D-53.1 et seq.* at the billing rates established by the **ENGINEER** for the Borough of Pennington and on file with the Planning Board Secretary. The **ENGINEER** agrees to complete monthly and submit for review and approval to the **PLANNING BOARD** separate payment vouchers which will itemize the nature and scope of services provided on all projects assigned by the **PLANNING BOARD** and the application review work authorized by said **PLANNING BOARD** through the Pennington Borough Land Use Administrator. Said payment vouchers shall be paid once audited and found correct. Routine services to the **PLANNING BOARD** unrelated to escrow billings shall not exceed \$1,000.00 for 2026. Land Development application services shall be billed to the applicant's escrow account. The **ENGINEER** shall submit to the Planning Board Secretary the **ENGINEER**'s itemized payment vouchers for routine and escrow services by the 15<sup>th</sup> of the following month of having provided services so that the payment vouchers can be timely paid and charged, where applicable to the appropriate escrow account.

4. The **ENGINEER** agrees to review and evaluate all land development applications referred to the **ENGINEER** by the **PLANNING BOARD** through the Pennington Borough Land Use Administrator. The **ENGINEER** will prepare, as requested, written reports

concerning said applications and attend the **PLANNING BOARD** meetings, as requested to provide analysis and testimony with regard to said applications. The **ENGINEER** shall also be available to consult with the land development applicant as may be requested by said applicant. All of the professional engineering services provided to the land development applicants shall be coordinated with other Borough professionals including, but not limited to the Borough Planner, the Borough Construction Official, the Borough Zoning Officer and the Board Attorney. The **ENGINEER** agrees to complete its work within the statutory review periods as provided for by the New Jersey Municipal Land Use Law and the Pennington Borough Land Use Code. The work to be performed by the **ENGINEER** through the aforementioned land development escrow account will not be undertaken until specifically authorized by the **PLANNING BOARD** through the Pennington Borough Land Use Administrator and after the Borough determines that sufficient escrow funds have been deposited by the land development applicant for the **ENGINEER** work. No certificate of availability of funds by the Borough Chief Financial Officer is required at that time since services will not be requested until said sufficient funds have been received in the appropriate land development escrow accounts. If the **PLANNING BOARD** requests a specific written estimate from the **ENGINEER** prior to undertaking and completing any land development escrow work, the **ENGINEER** agrees to promptly provide said written estimate to the Planning Boards Secretary.

5. For any general services not escrow related requested by the **PLANNING BOARD** to be performed by the **ENGINEER**, the **ENGINEER** agrees to prepare and submit to the **PLANNING BOARD** on a monthly basis showing professional time spent, hourly rates of professionals and reimbursable direct expenses for such matters as out-of-pocket expenses

concerning telephone, facsimile charges, photocopying and postage. A brief description of the work completed with each invoice shall be submitted.

6. The **ENGINEER** agrees to prepare and submit separate invoices for each land development application on which the **ENGINEER** works. Pursuant to *N.J.S.A. 40:55D-53.2 et seq.*, the **ENGINEER** shall furnish copies of the **ENGINEER**s invoices directly to the land development applicants on a monthly basis. Invoice and payments, however, shall be directed to the **PLANNING BOARD** through the Pennington Borough Land Use Administrator and the responsibility for payment of said invoices shall be with the **PLANNING BOARD**. The **PLANNING BOARD** will bill against various land development escrow deposits for the specific work performed on a given application by the **ENGINEER**. If there are no sufficient funds on deposit with the **PLANNING BOARD** for the **ENGINEER**s work, the **PLANNING BOARD** shall immediately notify the **ENGINEER** and all work shall be suspended until sufficient funds are available.

7. The **PLANNING BOARD** and **ENGINEER** hereby incorporate into this Contract as Exhibit B the Affirmative Action/Non-Discrimination Addendum.

8. As requested by the Pennington Borough Clerk, the **ENGINEER** agrees to complete annually the required Local Government Ethics Law Financial Disclosure statements as required by *N.J.S.A. 40A:9-22-1 et seq.*

9. The **ENGINEER** shall keep on file with the Borough of Pennington Chief Financial Officer its New Jersey Business Registration Certificate as required by P.L. 2004, c. 57 of the Laws of the State of New Jersey which is attached as Exhibit C.

10. The **ENGINEER** agrees to comply with the provisions of P.L. 2004, c. 19, the New Jersey "Local Unit Pay-to-Play Law". In so doing, the **ENGINEER** and the **PLANNING BOARD** hereby incorporate by reference into this Agreement the attached Exhibit D.

11. The **ENGINEER** agrees to keep in full force and affect its Certificate of Liability Insurance naming the Borough of Pennington as an Additional Insured.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and date first written above.

**ATTEST:**

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Robin Tillou, Secretary

**PENNINGTON BOROUGH PLANNING BOARD**

By: \_\_\_\_\_  
James Reilly, Chairman

**WITNESS:**

**PENNONI ASSOCIATES, INC**

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By: \_\_\_\_\_  
Ralph Petrella, P.E.  
Borough Engineer