

RESOLUTION 84-12

RESOLUTION AMENDING RESOLUTION 181-10 AUTHORIZING AGREEMENT FOR CERTAIN PROFESSIONAL SERVICES ADOPTED BY THE BOROUGH OF CLAYTON

WHEREAS, there exists a need to amend Resolution 181-10 for specialized services on behalf of the Borough of Clayton; and

WHEREAS, funds are or will be available for this purpose; and

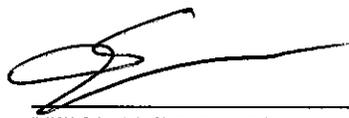
WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. Sickels & Associates, Inc. is hereby hired to perform engineering services for the Water System Improvement Project for an additional amount not to exceed \$42,503.00 in the Borough of Clayton.
2. The term of this contract shall be from March 22, 2012 to March 21, 2013.
3. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Borough of Clayton.
5. A notice in accordance with the Local Public Contracts Law of New Jersey shall be published in The Gloucester County Times or The Sentinel Newspaper.
6. The Mayor and Clerk of the Borough of Clayton are hereby authorized to execute a Contract outlining the above on behalf of the Borough of Clayton.

ADOPTED at a meeting of the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey on March 22, 2012.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a regular meeting of the Borough of Clayton Council, held on March 22, 2012.



CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATE OF AVAILABILITY OF FUNDS

From: Donna Nestore, Chief Financial Officer, Borough of Clayton

To: Mayor and Council, Borough of Clayton

Re: Sickels & Associates – Proposal No. 2012-26

AMOUNT OF CONTRACT: \$42,503.00

Any expenditures required for the above referred contract are properly chargeable to Bond Ordinance 15-2010.

I hereby certify that, as of this date, adequate funds have been appropriated in said line and are available to satisfy the expenditure required for the above referenced contract.



DONNA NESTORE
Chief Financial Officer
Borough of Clayton

Dated: March 22, 2012

March 2, 2012

Borough of Clayton
125 N. Delsea Drive
Clayton, NJ 08312

Attention: Ms. Sue Miller, Administrator

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
WATER TOWER PROJECT
BLOCK 2002, PART OF LOT 26
BOROUGH OF CLAYTON, GLOUCESTER COUNTY, NEW JERSEY
SICKELS PROPOSAL No. 2012-26**

Dear Ms. Miller:

This proposal is provided to update a previous proposal provided by this office for the above referenced project.

For ease of review, the proposal is organized in the following manner: Our Understanding of the Project and Scope of Work, Project Schedule, Fee Structure, Annual Fee Schedule and Terms and Conditions.

OUR UNDERSTANDING OF THE PROJECT - PROJECT APPROACH

The Borough approved Proposal 2010-106 in August 2010 for the design, approval and construction of a new water tower. Since 2010, Phases 1-6 have been completed under the previous approval. This proposal will update the scope of work to allow for the NJDEP Environmental Infrastructure Trust (EIT) Program requirements and also the change in our billing rates from 2010 to 2012 for Phases 7-9.

Currently the Borough is working to obtain funding from the New Jersey Department of Environmental Protection's Environmental Infrastructure Trust (EIT) Program for the proposed tank.

Proposal 2010-106, Phases 1-6 included design and specification of a new 750,000 gallon elevated tank to be located at the Little Ease Park. The proposal also included the geotechnical investigation necessary for foundation design, topographic survey and site design, preparing permit applications, production of a bid package for site preparation work, water main extension to East Avenue and the new 750,000 gallon tank. This proposal includes Phases 1-6 as previously approved, and the bid and construction phase of the project along with coordination as required with NJDEP EIT and Borough as the expected funding agencies.

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
WATER TOWER PROJECT
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S&A PROPOSAL No. 2012-26**

**MARCH 2, 2012
PAGE 2**

Our approach to this project consists of the following phases which are outlined in detail under the Description of Services:

- PHASE 1 Outbound and Topographic Survey
- PHASE 2 Preliminary Plans
- PHASE 3 Geotechnical Investigation
- PHASE 4 Engineering Design and Construction Plans
- PHASE 5 Application & Submissions/Regulation Permits and Approvals
- PHASE 6 Construction Specifications and Bid Proposal
- PHASE 7 Bid Administration
- PHASE 8 Contract Administration/Construction Observation
- PHASE 9 Record Drawings/One Year Anniversary Inspection

DESCRIPTION OF SERVICES- DUTIES

Based on the above project description, the scope of our services will be limited to the following activities:

PHASE 1 OUTBOUND AND TOPOGRAPHICAL SURVEY

The scope of this Phase includes obtaining topographical information and preparation of:

SECTION 1.1 AVAILABLE INFORMATION

To facilitate our outbound survey we request that the Borough's Tax Assessor's Office provide current information such as lot and block designations, names and addresses of property owners and street names within 200 feet of the project.

We also request that the Borough provide any plans for the site that may be available.

In addition to the plans and property owner information we request that the Borough markout the locations of water, sewer and storm sewer utilities and call for markout of other utilities such as telephone, electric and gas prior to our survey.

SECTION 1.2 OUTBOUND SURVEY

Outbound of the tract will be based on the minor subdivision being prepared by this office for Block 2002, P/O Lot 26 under a separate contract.

SECTION 1.3 TOPOGRAPHIC SURVEY

Verify and supplement available information by field survey to locate and identify site features within the project limits. Establish elevations on site based on NAVD 88. Horizontal locations will be based on NAD 83. Plans will be drawn in NJ State Plane Coordinate System.

Topographic and planimetric features will be surveyed on the lot in question to establish existing conditions (including structure and grade). The access road for Little Ease Park will also be to extend a 12" main to East Avenue and connect to the existing 12" main in that R.O.W.

Investigate and identify the location, elevation, size and type of all accessible utility, sanitary and storm drainage facilities, within and adjacent to the project limits. Verify information with the respective utility companies.

Prepare a Plan of Topography for the above mentioned parcel of 1 foot contours on a fifty (50') foot grid with a fifty (50') foot overlap. The areas of topography are for the above referenced site. This area is approximately 3.0 acres.

All work will be completed with Auto CAD.

PHASE 2 PRELIMINARY PLANS

Sickels & Associates, Inc. will obtain requirements of the proposed elevated tank to be utilized on engineering plans for design purposes.

Obtain available information such as as-built utility plans, tax maps and other information pertaining to the property-in-question.

A preliminary plan of the site preparation work will be created for review by the Borough. The plan will include a site plan and basic details required for the elevated tank. The site plan will be prepared at a scale of not less than one inch to 50 feet.

This phase includes meeting with the Borough to review the preliminary plan and arrive at acceptable site plans on which to base our final design.

We also plan to attend one (1) Borough Council meeting to present the plan that was developed as a result of our meetings with the Borough.

Although Planning Board approval is not required for the project, their involvement will be solicited by a submission of plans as a courtesy. A formal application will be made to the Borough Planning Board via the Borough Solicitor. An application will be made to the County Planning Board as a courtesy submission.

Following review of and agreement with the preliminary site plan by the Borough, we will move forward with the geotechnical investigation, final design, and permitting.

PHASE 3 GEOTECHNICAL INVESTIGATION

Geotechnical investigation of the proposed tank site is critical to the design effort of the tank and its foundation. Our office will supplement our staff's engineering design and survey work and utilize Advantage Engineering, Inc. of Mt. Laurel, New Jersey, an engineering subconsultant specializing in soil mechanics and foundation design. The consultant will complete a geotechnical investigation in and around the proposed tank location and provide a written report with soil bearing capacities and foundation recommendations. This report will be included with the Bid Documents for use by the tank manufacturer in their design of the tank foundation.

The geotechnical investigation will include three (3) test borings within the area of the proposed tank footprint completed using a truck mounted drilling rig and hollow stem augers. Soil samples will be recovered at suitable intervals and the Standard Penetration Resistance Test values will be recorded. Each test boring will extend to a depth of 80 feet below existing ground surface or until auger refusal or suitable soil bearing conditions are encountered. Should it be determined that deeper borings are required due to unsuitable soil conditions, the Borough will be notified while the driller is in the field. A unit cost per foot has been included within the cost section of the proposal. The borings will be permitted and completed by a New Jersey licensed well driller and then sealed with bentonite/cement slurry upon completion.

To aid in the geotechnical investigation, our office will stake out the area designated for the proposed elevated tank and field locate and survey the soil borings completed during the geotechnical investigation.

Costs for our work and the consultant's investigation and report are included in this proposal.

PHASE 4 ENGINEERING DESIGN AND CONSTRUCTION PLANS

SECTION 4.1 FINAL ENGINEERING PLANS

Based on the available information stipulated therein, design the site improvements, elevated tank, and tank demolition, and prepare construction plans. Drawings which may be required include the following plans:

- a. Cover Sheet with Location Map
- b. Site Plan
- c. Grading and Utility Plan
- d. Lighting Plan
- e. Offsite Water Main Extension Plans
- f. Tank Elevations and Construction Details
- g. Electrical Details and Control Schematics
- h. Soil Erosion and Sediment Control Plan
- i. Soil Erosion and Sediment Control Notes and Details

Design will include the tank, site modification, pipe work required for connecting the proposed tank to the existing water main within East Avenue and conveyance of tank overflow to the Borough storm sewer system.

During the design phase we will also coordinate with the communications companies to provide means for future connections to the tower. We have included one meeting with these parties to be held at the Borough municipal building to discuss requirements for the communication equipment transition and permanent relocation. Specific details for standoff supports on the new tower and other ancillary features will be included in the design. Scheduling will also be discussed for incorporation into the bid documents.

- 4.2 Update the Borough's model of the water distribution system in order to model the interaction of the new tank and the existing standpipe and water treatment plants. The model will use the Borough's NJDEP GIS map as a base and will depict and model all mapped water mains.

Four (4) fire flow tests will be performed by our staff to verify the system pressure in the East Avenue area. These flow and pressure readings will be used to verify/update the model and assist with calculating the final height of the water tower.

The objective of preparing the water model will be to select the appropriate elevations for the new elevated tank. The goal will be to maximize the most use of the existing water tower volumes, while ensuring proper pressures and fire flow throughout the distribution system, and limiting overtopping of the water tower.

- 4.3 Prepare a construction cost estimate for use by the Borough for budget and permitting purposes.

PHASE 5 APPLICATION & SUBMISSION FOR PRELIMINARY APPROVAL

SECTION 5.1 CONFERENCE WITH REGULATORY AGENCY

Arrange and attend pre-application meeting with the New Jersey Department of Environmental Protection Division of Water Supply to discuss the proposed elevated tank and the requirements that may be imposed on the project.

SECTION 5.2 SUBMISSION TO REVIEW AGENCIES

Preparation and submission of applications and reports for applicable review agencies. Applications will include: BSDW-Application, BSDW-PA05, BSDW-PA05E, BSDW-PA06, and BSDW-PA11, Application for Soil Erosion and Sediment Control Plan Certification, and FAA Notice of Proposed Construction (FAA Form 7460-1).

Submissions are anticipated to be forwarded to:

- a. NJDEP, Bureau of Safe Drinking Water.
- b. Gloucester County Soil Conservation District
- c. Federal Aviation Administration
- d. Clayton Planning Board
- e. Gloucester County Planning Board
(courtesy copy for review)
- f. NJDEP EIT

Upon your request, we can coordinate, correspond and attend meetings with officials from these agencies to resolve issues relating to the design and construction of the elevated tank. Attendance at meetings has already been included within this proposal. If additional meetings are required, they will be invoiced according to prevailing hourly rates on our Annual Fee Schedule.

Fees required for submissions will be the responsibility of the client.

SECTION 5.3 RESPOND TO REVIEW COMMENTS

Respond to agency review comments and revise plans as necessary in accordance with the reviews. One set of minor revisions to respond to each agency is included in this proposal.

PHASE 6 CONSTRUCTION SPECIFICATIONS & BID PROPOSAL

SECTION 6.1 CONSTRUCTION SPECIFICATIONS

Prepare both General and Technical Specifications based upon the final design plans. The bid specifications will include site improvements, offsite water main extension and construction of the proposed 750,000 gallon tank.

SECTION 6.2 BID PROPOSAL

Prepare bid and contract documents for public bidding purposes. Incorporate USDA documentation into the document.

PHASE 7 BID ADMINISTRATION

Assist the Borough with the bidding process:

1. Preparing Notice to Bidders.
2. Prepare addenda for clarification, interpretation and/or expansion of bid documents and forward same to bidders.
3. Attending bid opening meeting.
4. Reviewing bids for completeness.
5. Tabulate bids and recommending award, contingent upon review of Borough Solicitor and availability of funds.
6. Forward bid results and applicable documentation to the NJDEP EIT Program for their review and approval.

**PHASE 8 CONTRACT ADMINISTRATION/CONSTRUCTION
OBSERVATION**

Assist the Client during the construction process by:

1. Attending the pre-construction conference.

2. Complete NJDEP EIT funding documentation with the contractor to insure all of their contract requirements are addressed prior to construction.
3. Reviewing contractor's submissions and recommending approvals.
4. Reviewing contractor's vouchers and recommending payment.
5. Completion of quarterly reports to NJDEP EIT.
6. Periodic (not full time) observation and coordination during most construction activities with the Borough and the contractor. Full time inspection of the foundation construction will be provided. Full time construction observation will be conducted during the painting of the tank. Forty two work days of construction observation during painting have been provided for in our proposal.
7. Preparing observation reports identifying the progress of the project and any observed deviation from the contract documents.
8. Preparing interim and final list of quantities to reflect those actually constructed based upon observation reports and field measurements.
9. Upon substantial completion, conduct observation of the work for conformance with the contract documents, observe manufacturer's and contractor's performance testing, and issue a punch list of any defects and/or deficiencies to the Borough.
10. Coordination with NJDEP EIT Program for project obligations and documentation.
11. Upon notification that punchlist items have been completed, conduct a final observation of the work for conformance with the contract documents and issue a recommendation of acceptance.

Our office will maintain communication with the Borough and report on the progress during the construction phase of the project. Our office will coordinate with the General Contractor and NJDEP EIT Program during this phase and work to provide guidance and resolve difficulties that may arise during the construction process.

Onsite construction observation will be provided by our office. We anticipate that this will be on a daily time basis during the length of the contract while construction is ongoing. The estimate is based on an estimate of 120 days of active foundation construction and tank erection with resident representation for four (4) hours per day on those days and twenty four (24) bi-weekly site visits by a licensed NJ Professional Engineer. During this phase our subconsultants specializing in elevated tank inspection and a geotechnical work will perform additional inspections to supplement the work conducted by our staff. On those days when we have a subconsultant observing the construction activities, we will keep informed of the project by phone and/or a short site visits. The geotechnical inspection effort assumes a standard spread footer or ring

foundation for the tank and does not anticipate piles being used below the foundation, which would require additional days of geotechnical inspection beyond the scope of the proposal depending upon the requirements for a pile foundation.

The tank inspection subconsultant, Mumford-Bjorkman Associates, will perform periodic observation of the tank erection, direct contractor and observe the radiological inspection of the steel-work welds and perform full time observation during application of the tank coatings. They will also visit the Tank Contractor's shop painting facility and perform inspections of the initial sand blasting and priming of the steel components. Our proposal includes 10 full days of inspection, approximately 1 day per week during tank erection and 42 days of inspection, full time during tank painting. This proposal includes a total of 67 days of construction observation by our subconsultant.

The geotechnical subconsultant, Advantage Engineering, will inspect the Contractor for compliance with specifications, inspect and document the compaction procedure and perform in place density tests and perform laboratory testing to determine the moisture-density relationship for use in compaction control. The geotechnical subconsultant will also inspect the foundation subgrade for suitable bearing and construction practices along with the structural steel reinforcement and placement of concrete foundation. Concrete test cylinders will be collected during the placement of the concrete foundation. The cylinders will be tested for compressive strength and the results included in a report for the Borough's records. Fifteen (15) days are included in this proposal for the geotechnical subconsultant.

This proposal assumes the shop drawing preparation/approval, site construction and actual construction of the tower will total 47 weeks. If additional representation is required by the Borough for any reason, including, weather that slows the project or the inability of the contractor to proficiently run the project, this amount will be adjusted accordingly. If the project is completed more quickly than anticipated, the costs of contract administration and construction observation will be reduced accordingly as well.

Project Schedule

Please note while the tank construction will be initiated in 2012, contingent upon NJDEP EIT approval, the contract period will likely be set at 12 -14 months from award of the construction contract to account for NJDEP EIT approvals, submittal processing, manufacturing and forming of the steel plates and mobilization. This schedule is subject to when the contract is awarded as winter weather could alter the schedule by 6 months weather. We have arrived at this

schedule based on our most recent consultation with tank builders regarding their projected schedules over the next two years. Due to the timing of when the Contract for the tank construction will likely be awarded, the tank construction may not proceed continuously. We anticipate that the tank foundation will be constructed in the Fall of 2012 or Spring of 2013 and the tank will be erected thereafter in the summer and fall of that year. The tank paint/coatings may not be finished until the latter portion of 2013 unless weather conditions delay the work for some reason.

The most significant variable is the duration of the governmental reviews. If shorter periods are realized, the schedule may be accelerated to complete the tank earlier than stated above.

If at any point in time we find that we can expedite the schedule or advance any of the tasks, we will do so accordingly in order to get the tank into operation more quickly.

Our office will complete the close out documents for EIT review as they are required as conditions of the funding contract.

PHASE 9 RECORD DRAWINGS

SECTION 9.1 AS-BUILT SURVEY

Perform an as-built survey of the site to locate site features and for use in updating the site plan.

SECTION 9.2 RECORD DRAWINGS

Prepare record drawings showing construction modifications as required. Record drawings will use the design plans as a basis and be modified per the final as-built survey and prints, drawings and other documents provided by the manufacturer's and/or contractor.

SECTION 9.3 ONE YEAR INSPECTION

AWWA recommends performing a one year anniversary inspection to assess the Contractor's compliance with the specification and the condition of the coating. This proposal includes completing the one year inspection.

The exterior will be evaluated. The interior inspection will be performed with a ROV, allowing the tank to remain full and operational. The

interior ROV inspection will be videotaped, and digital photographs will be taken of the areas taken above the water line. If defects in the interior lining are detected during the inspection or from the still photographs, we will determine the extent of the damage and the need for a thorough dry inspection and/or corrections.

Upon completion of the inspection, a report will be generated listing the findings as listing any remedial work required. Color photographs illustrating any failures and a CD of the underwater findings will be included in the Report.

SUPPLEMENTAL SERVICES

We believe our proposal as presented is comprehensive to satisfy the requirements of the project. However, if deemed necessary by the client or regulatory agencies, we will offer an addendum to perform these specialized services and/or will assist in obtaining proposals from qualified consultants:

- a. Permits required under the New Jersey Realty Improvement Act.
- b. Floodplain Determination and Delineation (Stream Encroachment Plan) General and Individual Freshwater Wetlands Permits.
- c. Environmental Site Assessment/Audit.
- d. Archaeological or Historical Investigation & Natural Resource Inventory Report.
- e. Subsurface investigation to locate/verify facilities, utilities and/or services. Soil borings for any purpose other than those stated herein.
- f. Preparation of bidding and contracting document other than those specifically indicated in the description of services.
- g. Applications for permits, approvals, interpretations or exemptions from Federal, State, County and Municipal agencies other than those specifically indicated in the Description of Services, including, but not limited to wetlands permits of any type and stream encroachment permit, modifications and/or permits to fill flood plains.
- h. Preparation of design of special site features such as retaining walls. Depending on height and extent of said walls, special structural boring and engineering expertise may be required. Our design will attempt to

eliminate or limit the need for said retaining walls, the need for which cannot be determined until design is commenced.

- i. Geotechnical/Subsurface Investigation to identify, locate and evaluate soil conditions for building design purposes and utilities and/or service locations, other than those specifically indicated in the description of services.
- j. Design of modifications to off-site infrastructure, which may be required by reviewing agencies to accommodate the proposed development.
- k. Design and coordination of utilities other than those included within this proposal.
- l. Traffic Impact Report or Air Quality Assessment.
- m. Cultural Resource Survey or Economic Impact Report.
- n. Cut and fill site analysis and corresponding cost estimates for improvements.
- o. Landscape irrigation/sprinkler system design.
- p. CBR or other soils testing to request paving reduction.
- q. Additional information and analysis of any offsite sewer pump stations, treatment plants or off site water analysis and fire flow tests of the existing distribution system other than those specifically indicated in the description of services.
- r. Permits required by the Army Corps of Engineers
- s. Phase I Environmental Investigation.
- t. Environmental Impact Study.
- u. Traffic Study.
- v. Stormwater Management Plan.
- w. Construction stakeout.

RE: PROPOSAL FOR PROFESSIONAL SERVICES
WATER TOWER PROJECT
BLOCK 2002, PART OF LOT 26
BOROUGH OF CLAYTON, GLOUCESTER COUNTY, NJ
S&A PROPOSAL No. 2012-26

MARCH 2, 2012
PAGE 13

CONSULTING FEE FOR SERVICES RENDERED

Based on the understanding of the project and description of service, our total consulting fee to complete the various activities described herein is estimated at **\$291,850.00**.

Said consulting fee is apportioned in accordance with the following breakdown:

| | | | |
|--|--|----|--------------------------|
| PHASE 1 | Outbound and Topography Survey | \$ | 5,433.00 |
| PHASE 2 | Preliminary Plans | \$ | 6,952.00 |
| PHASE 3 | Geotechnical Investigation | \$ | 21,830.00 |
| PHASE 4 | Final Design Plans | \$ | 31,945.00 |
| PHASE 5 | Application & Submissions/Regulation Permits | \$ | 21,236.00 |
| PHASE 6 | Construction Specifications and Bid Proposal | \$ | <u>9,604.00</u> |
| PHASES 1 THROUGH 6 SUBTOTAL | | \$ | 97,000.00 |
| PHASE 7 | Bid Administration | \$ | 11,600.00 |
| PHASE 8 | Contract Administration/Construction Observation | \$ | 172,800.00 |
| PHASE 9 | Record Drawings/One Year Inspection | \$ | <u>10,450.00</u> |
| PHASES 7 THROUGH 9 SUBTOTAL | | \$ | <u>194,850.00</u> |
| SUB TOTAL | | \$ | 291,850.00 |
| SERVICES ALREADY PERFORMED | | | |
| Preparation of EIT applications, applicable documents and meetings to discuss same. Proposals 2011-52 and 2012-17 to be included in proposal for reimbursement by NJDEP EIT. | | \$ | 15,455.00 |
| TOTAL | | \$ | 307,305.00 |

The cost per additional foot for the licensed driller to extend deeper than 80 feet is \$15.00/ft. This cost includes the drilling operation and sealing the depth with grout.

Sickels & Associates is prepared to commence work immediately upon receipt of authorization to proceed. This proposal assumes that said authorization will be issued within sixty (60) days from the date of this proposal. The terms and conditions of this proposal shall remain in effect for sixty (60) days.

We have enclosed two (2) signed copies of this proposal. If you concur with our Description of Services, Consulting Fee, Terms and Conditions and Annual Fee Schedule, please

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BLOCK 2002, PART OF LOT 26
BOROUGH OF CLAYTON, GLOUCESTER COUNTY, NJ
S&A PROPOSAL No. 2012-26

MARCH 2, 2012
PAGE 14

execute one copy as our formal authorization to proceed and return same with the retainer to our office.

Once again, we would like to thank you for the opportunity to offer the services of our firm and we look forward to working with you on this venture.

If you have any questions regarding this matter, please contact our office at (856) 848-6800.

Very truly yours,

SICKELS & ASSOCIATES, INC.


Mark R. Brunermer, P.E., C.M.E.
President

MRB:gl

Enclosures: Terms and Conditions
Annual Fee Schedule
cc: Donna Nestore, CFO
Christine Newcomb, Clerk
Patricia A. Owens, S&A, Inc.

File: 2012-26

RE: PROPOSAL FOR PROFESSIONAL SERVICES
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S&A PROPOSAL No. 2012-26

MARCH 2, 2012
PAGE 15

PROPOSAL ACCEPTANCE & NOTICE TO PROCEED

Having reviewed the proposal for the various planning, surveying and engineering services, including the Terms and Conditions of the Service Agreement, and all sections relating to payment for services, which is a part thereof, acceptance of the proposal is hereby confirmed by the signature below. Sickels & Associates, Inc. is authorized to proceed with the work.

Accepted this 22nd day of March, 2012

By:  McYor
SIGNATURE TITLE

Thomas Bianco
NAME (PLEASE PRINT OR TYPE)

Borough of Clayton
COMPANY

ADDRESS

PHONE NO.

FAX NO.

CLIENT'S E-MAIL ADDRESS

TERMS AND CONDITIONS OF SERVICE AGREEMENT

ARTICLE 1.0 - AGREEMENT:

- 1.1 The contents of the proposal including Our Understanding of the Project, Description of Services, Consulting Fee, Terms and Conditions of Service Agreement and Annual Fee Schedule, together with any addenda to same, constitutes the entire AGREEMENT between the **BOROUGH OF CLAYTON** hereinafter referred to as the **CLIENT** and **SICKELS & ASSOCIATES, INC.**, hereinafter referred to as the **ENGINEER**. Nothing herein is to be considered to be inferred or implied.

ARTICLE 2.0 - CONSULTING FEES, REPRODUCTION COST & APPLICATION FEES

- 2.1 **CONSULTING FEES:** CLIENT and ENGINEER agree that the fees quoted in Fees for Services Rendered Section of the Proposal for Professional Services are fair and reasonable and necessary to complete the project phases outlined in the Description of Services. Services requested and/or provided beyond said tasks shall be considered as extra and treated as Additional Services under Article 4.0.
- 2.2 **SPECIAL CONSULTANT FEES:** All consultant fees for special services such as Floodplain Determinations and Delineations; Environmental Assessment/Audits and Impact Statements, Natural Resource Inventories, Archaeological or Historical Investigation; Traffic Assessment/Impact Statements; Material Sampling, Coring and Testing; and Construction Management, Inspection, Monitoring and Observation shall be borne and paid directly by CLIENT.
- 2.3 **PRINTING AND REPRODUCTION COSTS:** All reproduction and printing costs will be invoiced to CLIENT according to the following rates: \$0.20 for each photo copy, \$2.70 for each 24 inch by 36 inch print and \$24.00 for each 24 inch by 36 inch mylar and cloth. The reproduction and printing costs have been included in the project budget.
- 2.4 **REIMBURSABLE EXPENSE:** Expenses which include mileage, travel, express and certified mail, and photography have been included in the project budget.
- 2.5 **APPLICATION FEES:** The payment of all application fees shall be the responsibility of the CLIENT and shall be paid directly by CLIENT to the applicable agency or Board.

ARTICLE 3.0 - PRICE GUARANTEE:

- 3.1 The proposal assumes that authorization to proceed and the required retainer amount will be received from the CLIENT, by ENGINEER, within thirty (30) calendar days from the date of the Proposal. The Terms and Conditions of the Proposal shall remain in effect and may be accepted by CLIENT for thirty (30) calendar days from said date.
- 3.2 If the PROPOSAL ACCEPTANCE AND NOTICE TO PROCEED is not executed and returned, along with the required retainer, to ENGINEER, within thirty (30) calendar days of the date of same, ENGINEER reserves the right of revise the Terms and Conditions including any and all fees and/or costs quoted herein.

ARTICLE 4.0 - ADDITIONAL SERVICES:

- 4.1 Any and all services provided by the ENGINEER on behalf of the CLIENT, other than that specifically outlined in the Description of Services, shall be invoiced to CLIENT on a time and material basis according to the prevailing hourly rates on our Annual Fee Schedule, as published or as attached hereto and made a part hereof.
- 4.2 A reasonable amount of revisions and/or modifications is anticipated to address comments of the reviewing agencies. Any revision and/or modification that are required due to omission or error by ENGINEER will be revised and/or modified under the terms of the Agreement. Any revision and/or modification that significantly affect and/or alter the original design when such revision and/or modification is due to causes beyond ENGINEER 's control shall be considered Additional Services and shall be invoiced as such.
- 4.3 Prior to increasing the original scope of services or initiating any major revision, modification or change, ENGINEER will submit a change order to CLIENT for authorization to proceed with the additional work. CLIENT shall furnish, or direct ENGINEER to provide the necessary Additional Services within a reasonable time so as not to delay the services of ENGINEER.

ARTICLE 5.0 - RETAINER, PAYMENT OF FEES AND EXPENSES

- 5.1 No retainer will be required prior to ENGINEER initiating work.
- 5.2 The ENGINEER will submit to the CLIENT invoices for printing and reproduction costs and reimbursable expenses incurred, as allowed for in the project budget. Invoices may be submitted monthly. CLIENT shall have sufficient available funds to pay all fees associated with the Agreement.

- 5.3 The CLIENT is financially responsible for all expenses incurred by the ENGINEER as a result of the ENGINEER'S providing service to the CLIENT or on behalf of the CLIENT, in accordance with the Proposal, Agreement, Description of Services, and services related thereto, or in accordance with any amendments or revisions to the Description of Services. These costs shall be included, but shall not be limited to, printing and reproduction costs, travel expenses, mileage expense, express and certified mailing costs, courier costs, the costs of obtaining any mailing list or other information from any agency or Board, photography costs, the costs to obtain any assessment maps, aerial maps and the costs of any sampling, testing and/or laboratory fees or any other costs incurred on behalf of the CLIENT.
- 5.4 Payment, in the full amount, must be received within thirty (30) calendar days from the date of the invoice. Thereafter, interest will be added to the outstanding balance at the rate of one and one half percent (1-1/2%) per month for a total of eighteen percent (18%) per annum. Payment of fees shall be made consistent with the terms of the Proposal for Professional Services. Interest at the rate set forth herein shall be added to any payment not made when due.
- 5.5 CLIENT must submit in writing to ENGINEER by certified mail all comments or discrepancies relative to any fee or expense being invoiced within ten (10) calendar days of the date of the invoice. If no discrepancy or errors is reported with said period, the account will be considered correct.
- 5.6 Invoices for costs and expenses will be considered delinquent if payment is not received within forty five (45) calendar days of the date of the invoice. Delinquency will constitute just cause for cessation of work and may at the option of ENGINEER be considered as termination of the Agreement by CLIENT.
- 5.7 In the event that any account remains delinquent more than forty five (45) calendar days, ENGINEER may turn the account over to an agency and/or legal counsel for collection. In such case, there shall be added to the amount due, minimum sum of fifteen percent (15%) of the outstanding balance. CLIENT agrees that this amount is a reasonable minimum amount for collection and legal fees. The CLIENT hereby agrees that CLIENT will be responsible to pay ALL costs incurred by ENGINEER to collect any delinquent or outstanding balances, which shall include, but not be limited to, legal fees and costs, expert fees, court costs, any and all other costs related to the collection of delinquent or outstanding balances owed by the CLIENT.
- 5.8 If CLIENT has not made payment of delinquent or outstanding amounts due in accordance with the provisions of this section, the ENGINEER, after providing written notice of it's intent to do so, may discontinue or terminate providing any and all engineering services to the CLIENT, solely at the discretion of the ENGINEER.

CLIENT ACKNOWLEDGES NOTICE OF THIS PROVISION, BY INITIALING SAME BELOW, AND AGREES TO RELEASE THE ENGINEER FROM ANY LIABILITY RESULTING FROM THE ENGINEER TERMINATING SERVICES RESULTING FROM THE CLIENT'S FAILURE TO MAKE PAYMENT.

CLIENT INITIAL _____

ARTICLE 6.0 - TERMINATION OF SERVICES

- 6.1 This Agreement is subject to termination by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform or to meet their obligations in accordance with the terms and conditions hereof through no fault of the terminating party. In the event CLIENT terminates the Agreement, said notice must be submitted to ENGINEER by certified mail
- 6.2 In the event of termination, CLIENT shall make payment to ENGINEER consistent with the terms and provisions of the Proposal for Professional Services.

ARTICLE 7.0 - CLIENT'S RESPONSIBILITY:

- 7.1 CLIENT shall provide full information as to his requirements for the project and shall assist ENGINEER by placing at his disposal all available information pertinent hereto prior to entering into the Agreement.
- 7.2 CLIENT shall furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by services of others, such as soil investigations and subsurface explorations, material and equipment requirements, appropriate professional interpretations of property, boundary, easement, right-of-way, topographic and utility surveys and property descriptions, zoning and deed restriction, and other special data or conciliation not covered in ENGINEER'S Basic Services, all of which ENGINEER may rely upon in performing his services.
- 7.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of legal and insurance council, and other consultant as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay or hinder the services of the ENGINEER.
- 7.4 CLIENT shall furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for implementation and/or completion of the project.

- 7.5 CLIENT shall guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 7.6 CLIENT shall give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the project.

ARTICLE 8.0 - REPORTS, DESIGNS, PLANS & RELATED DOCUMENTS

- 8.1 All documents which are subject to the Agreement shall be prepared in a professional workmanlike manner and based on accepted, current Surveying and Planning practices and where not specifically directed otherwise by CLIENT, will conform to applicable requirements of current, published ordinances and regulations of the various review agencies.
- 8.2 No presentations and/or express or implied warranties are made to CLIENT by ENGINEER as to the success, approval or the issuance of permits or approvals on any application submitted by CLIENT, or on his behalf, based in whole or in part upon the reports, studies, designs, plans and/or related documents prepared by ENGINEER.
- 8.3 All documents prepared by ENGINEER pursuant to the Agreement shall be the sole property of ENGINEER until payment, on any unpaid balance, is made in full by the CLIENT. CLIENT agrees that until payment is made in full, he shall have no proprietary interest in any document prepared by ENGINEER. CLIENT hereby agrees that the ENGINEER shall have the absolute right to request return of any and all documents prepared by ENGINEER and submitted to Municipal, County, State and/or other parties on behalf of CLIENT in the event of non-payment of outstanding fees by CLIENT.

ARTICLE 9.0 - COMPLIANCE WITH REGULATIONS; APPROVALS AND PERMITS:

- 9.1 All work will be performed in accordance with current applicable Municipal and County Ordinances and State Regulations relative to the work.
- 9.2 On request of CLIENT, ENGINEER may prepare an outline of various approvals and permits that may be required to implement construction of the improvements designed by ENGINEER. However, because of ever changing rules and regulations of the various approving agencies, the ENGINEER does not guaranty the completeness of same. The ENGINEER further advises the CLIENT to obtain legal counsel to guide the CLIENT in furtherance of the laws, rules, regulations, ordinances and other requirements related to it's project. Legal counsel should be obtained to review said outline and certify completeness.

ARTICLE 10.0 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 10.1 CLIENT and ENGINEER have contemplated the risks, rewards and benefits of the Project. In view of this fact, the parties have arrived at an acceptable fee for the services to be rendered under the Agreement. In so doing, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, the ENGINEER 's liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement from any cause or causes shall not exceed the total fee received for the services rendered under the Agreement. Such causes include, but are not limited to the ENGINEER 's negligence, errors or omissions, strict liability, breach of contract or breach of warranty.
- 10.2 CLIENT shall indemnify and hold harmless, ENGINEER and their consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damage, including but not limited to fees and charges of legal counsel and courts and arbitration costs, arising out of or resulting from work of others to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of ENGINEER.

ANNUAL FEE SCHEDULE

Effective January 2012

JOB CLASSIFICATION

HOURLY FEE SCHEDULE

| | |
|--|----------|
| Professional Engineer, CEO & President | \$139.25 |
| Professional Engineer, Director | \$122.40 |
| Professional Engineer, Manager | \$115.25 |
| Project Engineer | \$ 98.20 |
| Project Manager | \$ 86.20 |
| Design Engineer | \$ 76.00 |
| Design Technician | \$ 74.50 |
| CADD Drafting Technician | \$ 72.50 |
| Drafting Technician | \$ 59.15 |
| Junior Drafting Technician | \$ 43.90 |
| Professional Land Surveyor, Chief Surveyor | \$108.65 |
| Professional Land Surveyor, Assistant Surveyor | \$ 80.10 |
| Survey Technician/Calculator | \$ 74.50 |
| Survey Manager | \$ 76.50 |
| Survey Party Chief | \$ 75.00 |
| Survey Field Crew (3 Persons) | \$150.00 |
| Survey Field Crew (2 Persons) | \$137.75 |
| GPS Crew - (2 Persons) | \$161.15 |
| Construction Director | \$ 87.70 |
| Construction Manager | \$ 85.70 |
| Senior Construction Technician | \$ 74.50 |
| Construction Technician | \$ 71.40 |
| Technical Writer/Word Processing Technician | \$ 49.00 |

In the event a Professional Engineer or Land Surveyor is needed for depositions and/or court appearances, such time shall be invoiced at an hourly rate of \$190.00.

In the event outside consultants are to be contracted by Sickels & Associates, Inc. at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

REIMBURSABLE EXPENSES

| | | |
|------------------|----------------------|--------------|
| Print Costs: | Prints | \$0.45/S.F. |
| | Mylar & Cloth Prints | \$4.00/S.F. |
| | Color Plotting | \$1.75/S.F. |
| | Photo Copies | \$0.20/Each |
| | Color Photo Copies | \$0.75/Each |
| Travel Expenses: | Mileage: | \$0.35/Mile |
| | Tolls & Parking Fees | Direct Cost. |

All expenses incurred related to the execution of the project such as regular, certified & express mail, certified property owners list, assessment maps, enlargement and/or reduction, photography, aerial maps and sampling, testing and laboratory fees shall be borne by CLIENT and invoiced according. A surcharge of twenty percent (20%) shall be added to all such invoices.