

**RESOLUTION: 97-12**

**RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN  
PROFESSIONAL SERVICES ADOPTED BY THE BOROUGH OF  
CLAYTON**

*WHEREAS*, there exists a need for specialized services on behalf of the Borough of Clayton; and

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

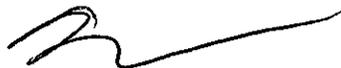
*WHEREAS*, the Local Public Contracts Law, N.J.S.A. 40A:11-1 requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised.

*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. That Sickels & Associates, Inc., of Woodbury, New Jersey is hereby hired to provide engineering services for Reconstruction of W. Chestnut Street – Proposal No. 2012-36, for the Borough of Clayton in an amount not to exceed \$14,850.00.
2. The term of this contract shall be from April 12, 2012 to April 11, 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), and the Fair and Open Process 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 Sentinel or Gloucester County Times.
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 April 12, 2012.

BOROUGH OF CLAYTON



\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:



\_\_\_\_\_  
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, Inc. – Proposal No. 2012-36  
Reconstruction of W. Chestnut Street  
Phase 1-5

AMOUNT OF CONTRACT: \$14,850.00

Any expenditures required for the above referred contract are properly chargeable to The 2012 Municipal Budget, Engineering O&E.

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.



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DONNA NESTORE  
Chief Financial Officer  
Borough of Clayton

Dated: April 12, 2012

April 11, 2012

Borough of Clayton  
125 N. Delsea Drive  
Clayton, New Jersey 08312

Attention: Mayor and Council

**Reference:** *Proposal for Professional Services  
NJDOT Municipal Aid Program  
Reconstruction of W. Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

Dear Mayor and Council:

Sickels & Associates, Inc. would like to thank you for the opportunity to offer this proposal for surveying and engineering services in connection with the above referenced project.

It is our understanding that the Borough wishes to proceed with the Reconstruction of West Chestnut Street per the NJDOT approval of \$175,000.00 for the reconstruction of same. Governor Christie's letter, dated March 26, 2012, to Mayor Bianco confirmed the approval of said amount. The Borough's application requested \$175,064.50 for construction and \$26,259.67 for construction inspection and material testing for the project. Within said amount, this office's construction managements fees were included in accordance with NJDOT regulations. As reflected in the NJDOT's allocation, the construction management fees were not funded. It appears the construction management fees will be the responsibility of the Borough unless the portion of the grant used for construction is reduced. The DOT permits up to 15% of the construction costs to be reimbursed by the DOT through the grant money.

Therefore, we have prepared the following proposal for the various surveying and engineering services that we anticipate will be required on the above referenced project. Said services are based upon Sickels & Associates, Inc.'s understanding of the project as described herein.

Due to the reduction in funds from the NJDOT, the construction plans will be prepared with two (2) phases/contracts, in an attempt to maximize the construction length.

**Reference:** *Proposal for Professional Services  
NJDOT Municipal Aid Program  
Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 2*

**If the Clayton Police Department determines it is necessary for their services with respect to traffic control, the associated costs are the responsibility of the Borough. The NJDOT has indicated any costs for the use of the Clayton Police Department can not be paid for by the grant funding**

For ease of review, the proposal is organized in the following manner; Our Understanding of the Project, Description of Services, Consulting Fee and Terms and Conditions.

### **OUR UNDERSTANDING OF THE PROJECT**

The project will involve the milling of the road resurfacing it with hot mixed asphalt, replace damaged curb, install new handicap ramps at the intersections, install painted crosswalks and signage. The Borough has utilized Borough funds to resurface the roadway at the elementary school entrance. The project will enable the Borough to continue the improvements from the school entrance to the intersection with Franklin Street.

We request the Borough jet the existing storm water structures on West Chestnut Street so that we can determine if the structures need to be reconstructed. We will also look to see if additional storm pipes can be added at Roosevelt and Franklin Streets to allow for future storm water system extensions.

Our approach to this project as outlined in the Description of Services consists of the following six (6) phases.

- |           |  |
|-----------|--|
| PHASE I   | Topographical Survey & Base Plan Preparation     |
| PHASE II  | Construction Design                              |
| PHASE III | Regulatory Permits and Approvals                 |
| PHASE IV  | Final Construction Plans                         |
| PHASE V   | Bid Administration                               |
| PHASE VI  | Contract Administration/Construction Observation |

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NJDOT Municipal Aid Program  
Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 3*

For the purpose of defining the extent of services which may be required for completion of the surveying, engineering and design of this project, this proposal assumes that all necessary construction will be let out for public bid. As such, contract documents and technical specifications required for public bidding purposes will be prepared.

Our proposal does not include performing test pits to verify locations of utilities and services, nor does it include a soil investigation program to identify subsurface soil conditions and groundwater levels. Sickels & Associates, Inc. will assist the Borough in obtaining proposals from others if such services are deemed necessary.

### **DESCRIPTION OF SERVICES:**

Based on the above project description, our scope of services will include the following activities:

#### **PHASE I TOPOGRAPHICAL SURVEY & BASE PLAN**

##### **SECTION 1.0 AVAILABLE INFORMATION**

- 1.1 Request and obtain available information from Municipal agencies such as as-built plans and tax maps for use in preparing base plans.
- 1.2 Call for utility markout of area in question prior to initiation of field work. We will require the Borough Public Works Department to field markout the existing water and sewer mains and services.

##### **SECTION 2.0 TOPOGRAPHIC SURVEY**

- 2.1 Establish horizontal and vertical ground controls for survey of the project area by establishing two GPS points along the project. Provide a minimum of two (2) bench marks for the construction stake out of the project.
- 2.2 Establish approximate location of right-of-way and property boundaries within and adjacent to the project area based upon available tax map information. Monumentation, if present, will be field located and identified but will not be verified since the roadway will be reinstalled in the same location.

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NJDOT Municipal Aid Program  
Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 4*

- 2.3 Obtain topographic information by field survey to locate and identify pertinent features within and immediately adjacent to the right-of-way, where required.
- 2.4 Obtain spot elevations at fifty (50) foot intervals to define the profile of the existing centerline, curblines, sidewalk and right-of-way.
- 2.5 Investigate and identify by field survey the location, elevation, size and type of all visible and/or accessible utilities, water mains, sanitary and storm drainage facilities within the project limits.

**SECTION 3.0 PREPARATION OF BASE PLANS**

- 3.1 Prepare base plans using Auto CAD Software showing the overall project limits, Right-of-Way and property line locations and elevations to develop plans and profiles.
- 3.2 The plans and profiles shall be prepared at a minimum scale of 1" = 30' (horizontal scale) and 1" = 3' (vertical scale).
- 3.3 Submit utility base plans to respective Municipal and Utility agencies for review and verification of information shown thereon.

**PHASE II PRELIMINARY PLANS**

The scope of this Phase includes preparation of preliminary design plans and technical documents.

**SECTION 1.0 PRELIMINARY DESIGN**

- 1.1 Request and obtain from Borough Tax Assessor's office current information such as lot and block designations, names and addresses of property owners.
- 1.2 Upon completion of the base plans in Phase I, determine locations of curb and driveway apron removal.
- 1.3 Based upon comments generated in Item 1.2, design horizontal and vertical alignment of the proposed roadway. Verify existing drainage system and adjust to new alignment. Design details for typical road and curb construction and restoration.

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NJDOT Municipal Aid Program  
Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 5*

- 1.4 Design soil erosion and sediment control measures and prepare necessary narrative.

**SECTION 2.0 CONSTRUCTION DESIGN PLANS**

- 2.1 Prepare necessary preliminary construction documents. Drawings which may be required on this project are:
  - a. Cover Sheet with Project Title and Key Map.
  - b. Construction Plans and Profiles.
  - c. Construction Detail Sheets.
  - d. Soil Erosion and Sediment Control Plans.
  - e. Detail Sheet for Soil Erosion and Sediment Control.
- 2.2 Prepare standard and technical specifications.

**SECTION 3.0 CONSTRUCTION DESIGN SUBMISSION**

- 3.1 Upon completion of preliminary design, submit two (2) sets of preliminary plans to the Borough for review and comment. Arrange and attend meeting with Borough and local residents to review proposed design. Revise plans as required to address review comments and resubmit for Borough's acceptance.
- 3.2 Prepare estimate of bid quantities and construction costs.
- 3.3 Based on review comments, confirm the general scope, extent and character of the project with the Borough prior to proceeding with the Phase III.

**PHASE III REGULATORY PERMITS AND APPROVALS**

The scope of this Phase includes preparation and submission of applications and support documents.

**Reference:** *Proposal for Professional Services  
NJDOT Municipal Aid Program  
Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 6*

**SECTION 1.0      APPLICATIONS AND SUBMISSIONS**

- 1.1 Prepare and submit necessary applications and support documents prepared herein, and assist in procuring required permits and approvals relating to the design and implementation of the project. Permits and/or approvals which may be required are:
  - a. Certification from Soil Conservation District.
  - b. New Jersey Department of Transportation.
- 1.2 Based on review comments, confirm the general scope, extent and character of the project with the Borough prior to proceeding with Phase IV.

**PHASE      IV      FINAL CONSTRUCTION PLANS**

The scope of this Phase includes preparation of final plans for construction purposes:

**SECTION      1.0      DESIGN FINALIZATION AND SUBMISSION**

- 1.1 Based on preliminary and governmental review comments, revise and finalize construction drawings listed in Phase II and finalize design documents for public bidding purposes.
- 1.2 Submit final construction plans to respective Municipal and Utility agencies.
- 1.3 Prepare Contract Documents consisting of Notice to Bidders, Bid Form, Contract Forms and General and Supplemental Conditions:

**PHASE      V      BID ADMINISTRATION**

Assist the Borough with the bidding process by:

1. Attending Bid-Opening Meeting.
2. Reviewing bids for completeness.
3. Tabulate bids and recommending award.

**PHASE      VI      CONTRACT ADMINISTRATION/CONSTRUCTION  
OBSERVATION**

Assist the Borough during the construction process by:

1. Attending the pre-construction conference.
2. Complete NJDOT Applications for initial 75% grant disbursement.

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S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 7*

3. Reviewing contractor's vouchers and recommending payment.
4. Combination of Full time and part time observation and coordination during construction activities with the Borough and the Contractor.
5. Preparing observation reports identifying the progress of the project and any observed deviation from the contract documents.
6. Preparing interim and final list of quantities to reflect those actually constructed based upon observation reports and field measurements.
7. Upon substantial completion, conduct an inspection of the work for conformance with the contract documents and issue a punch list of any defects and/or deficiencies to the Borough.
8. Upon notification that punch list items have been completed, conduct a final inspection for conformance with the contract documents and issue a recommendation of acceptance.
9. Close out project and submit final change order to NJDOT for final release of remaining grant funding.

**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 **\$29,800.00** plus the cost of reimbursable expenses which will be invoiced separately.

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

|                 |  |                     |
|-----------------|--|---------------------|
| Phase I         | Topographical Survey & Base Plan Preparation | \$ 3,050.00         |
| Phase II        | Preliminary Design                           | \$ 8,000.00         |
| Phase III       | Regulatory Permits & Approvals               | \$ 1,050.00         |
| Phase IV        | Final Construction Plans                     | <u>\$ 1,575.00</u>  |
| <b>SUBTOTAL</b> |  | <b>\$ 13,675.00</b> |

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Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 8*

|                 |  |                     |
|-----------------|--|---------------------|
| Phase V         | Bid Administration                                   | \$ 1,175.00         |
| Phase VI        | Contract Administration/<br>Construction Observation | <u>\$ 14,950.00</u> |
| <b>SUBTOTAL</b> |  | <b>\$ 16,125.00</b> |
| <b>TOTAL</b>    |  | <b>\$ 29,800.00</b> |

Please note the estimated cost of the NJDOT pavement core analysis is **\$1,550.00**. The cost for this service, required by the NJDOT, is part of our Phase VI in this Proposal. The Contract Administration/Observation along with pavement core analysis are reimbursable from the NJDOT if all of the grant funding is not used for construction.

Work performed under PHASE VI, Contract Administration and Construction Observation will be invoiced monthly at the hourly rates per our Annual Fee Schedule. We estimate that the construction can be substantially completed within approximately sixty (60) construction days. We anticipate that a qualified observer will be required full time during the reconstruction of the roadway and curbing, estimated five (5) days and 4 hours a day for the remainder of the construction which includes the installation of the curb, striping and restoration. If the project time goes beyond the above limits or the Borough/Contractor requires additional observation, said work will be invoiced at the hourly rates per our Annual Fee Schedule upon authorization by the Borough.

The above fee is our estimate of the normal services necessary to complete the project based upon the cost estimate and scope of work the NJDOT. However, should the need arise for additional work by virtue of major revisions or redesign as required by the reviewing agencies, or should additional services beyond those outlined in the Description of Services be required, then said work will be considered as extra and invoiced as Additional Services at the hourly rates per our Annual Fee Schedule.

Sickels & Associates is prepared to commence work immediately upon receipt of authorization. This proposal assumes that authorization to proceed 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 one (1) signed original and two (2) signed copies of this proposal. If you are in agreement with our Description of Services, Consulting Fee Schedule, Terms and Conditions, please execute one (1) copy as our formal authorization to proceed and return same to this office.

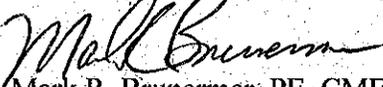
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Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 9*

We would like to thank you for the opportunity to offer the services of our firm and we look forward to working with you. Should you have any questions or require further information, please contact us at (856) 848-6800.

Very truly yours,

**SICKELS & ASSOCIATES, INC.**



Mark R. Brunermer, PE, CME  
President

MRB:gl

Enclosures      Terms and Conditions  
Annual Fee Schedule

cc:      Sue Miller, Administrator  
Donna Nestore, C.F.O.  
Christine Newcomb, Borough Clerk  
Patricia Owens, S&A, Inc.

File: 2012-36

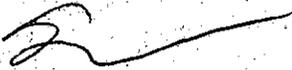
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Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

*April 11, 2012  
Page 10*

**PROPOSAL ACCEPTANCE & NOTICE TO PROCEED**

Having reviewed the proposal for the various surveying services, including the Terms and Conditions of the Service Agreement which is a part thereof, acceptance of the proposal is hereby confirmed. Sickels & Associates, Inc. is authorized to proceed with the work.

Accepted this 12th day of April, 2012

By:  Mayor  
SIGNATURE TITLE

Thomas Bianco  
NAME (PLEASE PRINT OR TYPE)

Borough of Clayton  
COMPANY

ADDRESS

PHONE NUMBER FAX NUMBER

CLIENT'S E-MAIL ADDRESS

**Reference:** *Proposal for Professional Services  
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Reconstruction of West Chestnut Street  
S&A File No. C-111  
S&A Proposal Number 2012-36*

## TERMS AND CONDITIONS OF SERVICE AGREEMENT

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### **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 construed 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 bluelined print and \$24.00 for each 24 inch by 36 inch mylar and cloth.
- 2.4 **REIMBURSABLE EXPENSE:** All expenses incurred in providing services to or on behalf of the CLIENT on the project, including, but not limited to mileage, travel, express and certified mail, certified owners list, photography, assessment maps, aerial maps and sampling, testing and laboratory fees shall be the responsibility of the CLIENT and shall be invoiced accordingly. A surcharge of twenty percent (20%) shall be added to all such invoices.
- 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 written 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 & NOTICE TO PROCEED is not executed and returned, along with the required retainer, to ENGINEER, within thirty (30) calendar days from of the date of same, Sickels and Associates, Inc., reserves the right to 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 A retainer will not 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. 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 include, but shall not be limited to, printing and reproduction costs, travel expenses, mileage expense, express and certified mailing cost, 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 outstanding balance that is past 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, a 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 CLIENTS FAILURE TO MAKE PAYMENT.

CLIENT INITIALS \_\_\_\_\_

#### **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 counsel, and any 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 representations 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 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 |
| <br>   |          |
| 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 |
| <br>   |          |
| Construction Director                          | \$ 87.70 |
| Construction Manager                           | \$ 85.70 |
| Senior Construction Technician                 | \$ 74.50 |
| Construction Technician                        | \$ 71.40 |
| <br>   |          |
| 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.