

RESOLUTION 70-2017

RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN PROFESSIONAL SERVICES FOR THE ENGINEERING AND DESIGN OF WELL NUMBER 2

WHEREAS, there exists a need for specialized service on behalf of the Borough of Woodbury Heights; and

WHEREAS, funds are 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 without competitive bids must be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, the following:

1. Sickels and Associates, Inc. of Woodbury, New Jersey is hereby hired to provide engineering services for the design phase revisions for water recirculation system for Well Number 2 – Proposal Number 2017-49, for an amount not to exceed \$7,670.00.
2. The term of this contract shall be from July 19, 2017 to July 18, 2018.
3. This Contract is awarded without competitive bidding as a “Professional Service” in accordance 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 Woodbury Heights
5. A notice in accordance with the Local Public Contracts Law of New Jersey shall be published in the South Jersey Times.
6. The Mayor and Clerk of the Borough of Woodbury Heights are hereby authorized to execute a Contract outlining the above on behalf of the Borough of Woodbury Heights.

BOROUGH OF WOODBURY HEIGHTS

BY:


ROBBIE J. CONLEY, MAYOR

ATTEST:


JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at a regular meeting held on the 19th day of July, 2017.


JANET PIZZI, BOROUGH CLERK

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Victoria Holmstrom, being the Chief Financial Officer of the Borough of Woodbury Heights, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the proposed contract between the Mayor and Borough Council of the Borough of Woodbury Heights and Sickels and Associates, Inc.

The money necessary to fund said contract is in the maximum amount of \$ 7,670.00 and upon approval of the contact, all funds expended shall be charged to the following:

X-06-56-070-000-202	\$ 7,670.00
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These funds are not being certified as being available for more than the contract.


Victoria Holmstrom, CFO

Date: July 19, 2017

July 14, 2017

Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, NJ 08097

Attention: Ms. Vikki Holmstrom, CFO

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
DESIGN PHASE REVISIONS- WATER RECIRCULATION SYSTEM
BOROUGH OF WOODBURY HEIGHTS, GLOUCESTER CO., NJ
S&A PROPOSAL NO. 2017-49**

Dear Ms. Holmstrom:

Sickels & Associates, Inc. (herein referred to as S&A) would like to thank you for the opportunity to offer the services of our firm for the necessary engineering services on the above referenced project. The proposal will supplement the scope of work approved by Borough Council in our Proposal No. 2015-51.

As you are aware, the Borough has decided to request an RFP from qualified individuals and firms to provide Control System Consulting services. This is being done in an effort to enhance the completion of the Well No.2 project as well as improve control system integration throughout the Borough's water and sewer system. In addition, as part of the Borough's aggressive effort to minimized lost water, our office has met with Mr. Pheasant to discuss the inclusion of a water recirculation system into the Well No.2 project. The intent of this system is to recapture finished potable water that is processed through sampling equipment and introduce it back into the potable water system instead of discharging it to the sanitary sewer system. To facilitate this change, existing equipment within the building will have to be reconfigured, which required changes to the plans and specifications.

OUR UNDERSTANDING OF THE PROJECT

Well No. 2 is intended to be constructed on the same site as the existing Well No. 1. The property in question is located on Block 71, Lot 13, on Helen Avenue, west of Gateway Regional High School.

The above referenced RFQ process is underway and we have met with Mr. Pheasant to discuss the inclusion of the water recirculation system into the project. We have reviewed the original design plans and specifications to determine the modifications that will be necessary to incorporate the system. The new configuration will require the existing site plans, building plans, building sections, electrical, architectural plans and mechanical plans to be adjusted. Additional construction details will also be added to detail sheets. The following tasks will be necessary to complete the work described above.

RFQ for Control Systems Consultant

1. Coordination and discussion with Borough regarding RFQ process.
2. Review system requirements and develop performance criteria for inclusion within RFQ.
3. Prepare RFQ for solicitation of Control Systems Consultant.
4. Prepare for and attend meeting with Mr. Pheasant to review the overall scope of work for control systems contractor with regard to Well No.2.
5. Discussions with Control Systems Service Company during RFQ process to clarify general scope of services to be provided, if deemed necessary by the Borough..

Modification of Plans for Water Recirculation System

1. Prepare for and attend onsite meeting with Mr. Pheasant to review the overall scope of work for water recirculation system at Well No.2.
2. Coordination and discussion with supplier of water recirculation system to determine electrical, mechanical and control system requirements.
3. Revise building floor plans, electrical plans and piping plans to reflect new system.
4. Revise the associated building sections to reflect electrical, controls and piping modifications for new system.
5. Reconfigure load center, tables and system schematics to reflect new system.
6. Coordination and discussion with Control Systems Contractor regarding control system requirements for communications between Well No.1 and Well No.2.
7. Revise project technical specifications to incorporate new system.
8. Prepare revised construction cost estimate for Well No.2 to account for additional scopes of work required by DEP, and requested by the Borough for water recirculation system.
9. Prepare for and attend meeting with the Borough regarding escalation of constructions costs for Well No.2 and current market conditions which have been impacted by the limited availability of skilled workforce.

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SUPPLEMENTAL SERVICES

We believe our proposal as presented is comprehensive and will 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 consultant.

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 and summarized below, is estimated at **\$7,670.00** plus the cost of applicable reimbursable expenses, which will be invoiced separately.

Sickels & Associates is prepared to commence work immediately upon receipt of authorization to proceed. This proposal assumes that said authorization will be issued within thirty (30) days from the date of this proposal. The terms and conditions of this proposal shall remain in effect for thirty (30) days.

We have enclosed two (2) signed copies of this proposal. If you concur with our Description of Services and Consulting Fee, please execute one copy as our formal authorization to proceed and return same to our office. The Terms and Conditions and Annual Fee Schedule for this proposal are the same as is on file with your 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 project.

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:kc

cc: Janet Pizzi, Clerk
Patricia Owens, S&A, Inc.
David S. Palgutta, PE, CME, S&A, Inc.

File 2017-49

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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 which is a part thereof, acceptance of the proposal is hereby confirmed. Sickels & Associates, Inc. is authorized to proceed with the work.

Accepted this 19 day of July, 2017

By: [Signature] MAYOR
SIGNATURE TITLE

Robbie J. Conley
NAME (PLEASE PRINT OR TYPE)

Woodbury Heights
COMPANY

500 Elm Ave
ADDRESS

Wdby HTS NJ 08097

856-848-2832 848-2381
PHONE NO. FAX NO.

rconley@bwhtnj.com
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 WOODBURY HEIGHTS** 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.
- 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 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 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 No retainer is 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 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 its 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.

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- 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

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its 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.

-----END OF DOCUMENT-----

ANNUAL FEE SCHEDULE
Effective January 2017

JOB CLASSIFICATION

HOURLY FEE SCHEDULE

Professional Engineer, CEO & President	\$149.50
Professional Engineer, Senior Engineer	\$136.50
Professional Engineer, Manager	\$129.00
Project Engineer	\$108.50
Project Manager	\$ 92.50
Design Engineer	\$ 84.50
Design Technician	\$ 83.00
CADD Drafting Technician	\$ 80.50
Drafting Technician	\$ 65.00
Junior Drafting Technician	\$ 47.50
Professional Land Surveyor, Chief Surveyor	\$116.00
Survey Technician/Calculator	\$ 83.00
Survey Manager	\$ 83.00
Survey Party Chief	\$ 81.00
Survey Field Crew (3 Persons)	\$158.50
Survey Field Crew (2 Persons)	\$153.00
GPS Crew - (2 Persons)	\$172.00
Construction Director	\$ 98.00
Construction Manager	\$ 93.00
Senior Construction Technician	\$ 83.00
Construction Technician	\$ 79.50
Technical Writer/Word Processing	\$ 49.75

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.

REIMBURSABLE EXPENSES

Print Costs:	Prints	\$0.45/S.F.	Color Plotting	\$1.75/S.F.
	Mylar	\$4.00/S.F.	Color Photo Copies	\$0.75/Each
	Photo Copies	\$0.20/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.