

CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES
AS BOROUGH ENGINEER
FOR THE BOROUGH OF ALPHA

THIS AGREEMENT is made as this 2nd day of March, 2021

BETWEEN:

BOROUGH OF ALPHA
1001 East Boulevard
Alpha, NJ 08865

Hereinafter referred to as CLIENT,

AND

Van Cleef Engineering Associates, LLC
32 Brower Lane
Hillsborough, NJ 08844

Hereinafter referred ENGINEER OR BOROUGH ENGINEER.

WHEREAS, the CLIENT desires to engage the ENGINEER to serve as the Municipal Engineer, in accordance *N.J.S.A. 40A:69-43, et seq.*, for the purpose of rendering engineering services when the need arises and upon the request of the BOROUGH OF ALPHA; and

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

NOW, THEREFORE, the CLIENT and ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

SECTION I - PROFESSIONAL SERVICES OF THE ENGINEER

The Professional Services provided by the ENGINEER shall include services required of a MUNICIPAL ENGINEER by Statute and Ordinance and any other services requested and authorized by the Municipality during the term of the ENGINEER'S appointment.

The ENGINEER shall provide professional engineering and surveying services as required by CLIENT which shall include, but are not limited to, the following:

1. Serve as a general engineering consultant to the Mayor, Council, and other Municipal officials, commissions and bodies of the CLIENT.
2. Provide technical and engineering advice to the CLIENT'S various employees, agents, departments, units and committees.
3. Prepare, review, and approve construction plans and specifications for capital improvement and public works contracts; supervise and inspect the execution of such contracts; and certify work completed to authorize progress payments for contracts.
4. Provide and maintain maps, plans, specifications, surveys and other records as may be needed for public work and facilities owned and operated by the CLIENT.
5. The ENGINEER shall provide services necessary to review property changes and transfers, determine their conformance with the tax map and determine any necessary alterations of the tax map. The ENGINEER shall maintain, on a current basis, tax maps and the associated tax map records.
6. Services necessary to observe, assess conformity to Approved Plans and Ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with commercial and residential site developments.
7. Review and issue recommendations for the acceptance and approval of performance bonds, maintenance bonds, and the dedication of public easements and rights-of-way.
8. Design and inspections of construction facilities required to maintain, improve and/or extend facilities in the municipality.
9. Review the plans and specifications submitted by others to the CLIENT for additions to, or alterations of, the existing municipal system.
10. Prepare appropriate contract plans and specifications of bidding and obtain all appropriate permits to construct same.
11. When directed by the CLIENT or when subpoenaed in connection with Municipal business to attend and testify in judicial or quasi-judicial hearings, the ENGINEER shall provide the services necessary to prepare for and shall provide testimony as required.
12. Prepare an engineering construction cost estimate based on the contract plans.
13. Advertise and receive bids.

14. Analyze bids and make recommendations of award to Mayor and Council.
15. After award of contract, prepare the appropriate contract documents.
16. Set up and conduct the pre-construction meetings.
17. Provide construction observation services for the duration of projects.
18. Prepare, review and approve payments to the contractor for work completed.
19. Monitor projects for bond release and acceptance of maintenance bond.
20. Perform field survey work as required.
21. Provide inspection services for construction by others of additions to or alterations of existing utility systems.
22. Consult with others and the CLIENT with respect to the foregoing matters, and all other engineering matters related to the operation of the Municipality.
23. Furnish pertinent reports, counseling and advice to the CLIENT, as required.
24. Perform such other duties and functions as may be requested by the CLIENT or any agent or employee of the CLIENT.
25. Attend meetings of the Borough Council, as requested.
26. Attend any other meetings of the CLIENT, as directed.
27. The ENGINEER may provide professional engineering services not otherwise classified herein when such services are requested by the CLIENT, including but not limited to surveys in connection with property acquisition, engineering surveys, additional inspection or observation of projects; preparation of grant applications and environmental assessments of services of outside technical consultants; laboratory tests of materials, borings and other soils investigations and detailed layout of construction, or any other services requested by CLIENT.

SECTION II - CERTAIN ACTIONS TO BE TAKEN BY THE CLIENT

The CLIENT agrees to:

- A. Make such records and information available to the ENGINEER as may be required to assist the ENGINEER in the performance of its duties.
- B. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER as to:
 1. The work and services to be done or rendered by the ENGINEER and/or others in the employ of the CLIENT.
 2. The applications, plans, and reports to be reviewed by the ENGINEER

which are submitted by others to the CLIENT.

3. The coordination of ENGINEER'S professional services for any project or application; and
4. Any and all other matters, as requested by the ENGINEER, relating to the work and services of the ENGINEER.

C. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time so as to give ENGINEER ample opportunity to properly review same and consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work.

SECTION III - COMPENSATION OF THE ENGINEER

A. For the services rendered by the ENGINEER under this Agreement, the CLIENT shall pay and the ENGINEER shall receive the following described sums:

1. Professional Services:

A. Hourly Rates

For all professional services provided pursuant to Section I of this Agreement, the ENGINEER shall be compensated in accordance with the 2021 Schedule of Hourly Rates attached hereto as Exhibit A and as set forth in Section III(C).

B. Fixed Fee

When it is determined that a project may be precisely defined by scope, a fixed fee based on estimated services may be applied for total compensation, provided same is approved by CLIENT via Council resolution. Invoices will be processed monthly based on percentage/task completed.

2. Additional Expenses

Expenses for travel, postage, and telephone are specifically included in the above hourly rates set forth in the 2021 Schedule of Rates attached hereto. All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the ENGINEER if approved by CLIENT via resolution.

B. Vouchers or invoices will be issued monthly for services performed. Such billings shall be due within a reasonable time after receipt.

SECTION IV - PERIOD OF SERVICE

This Agreement shall have an effective commencement date of February 9, 2021 and shall terminate on December 31, 2023, in accordance with *N.J.S.A. 40:69A-43, et seq.* Should the ENGINEER'S services be required beyond that time, the ENGINEER'S compensation for such work shall be subject to renegotiation, provided, however, compensation shall not be lower than the rates provided in the attached Schedule of Rates.

SECTION V - INDEMNIFICATION

The parties acknowledge that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters as herein provided, the final decision, as based upon Engineer's recommendations, to designs, plans, and specifications, retainment of other experts and contractors and other pertinent matters are to be made by the CLIENT. The ENGINEER shall not be liable in any way for any decision of the CLIENT (or consequences thereof which (i) are not in accordance with the recommendations of the ENGINEER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER.

ENGINEER agrees subject to the provisions herein, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by ENGINEER'S negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the ENGINEER is legally liable) in the performance of professional services under this Agreement.

SECTION VI - LITIGATION AND ADDITIONAL INVESTIGATION

Nothing herein contained shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the CLIENT or to make investigations or reports on matters not specifically included herein except in consideration of such additional compensation as the ENGINEER and CLIENT shall agree to in writing.

The ENGINEER agrees to indemnify and hold harmless the CLIENT from any and all claims costs, losses and damages to the extent caused by the negligent act, error or omission of the ENGINEER in the performance and furnishing of the ENGINEER'S services under this Agreement.

SECTION VII - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof, and no representations or agreements made by either party or by any representatives of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

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

The parties acknowledge that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the CLIENT as herein provided, the final decision as to designs, plans, and specifications, retainment of other experts and contractors and other pertinent matters are to be made by the CLIENT, in concurrence with the Engineer's recommendations and professional service.

SECTION VIII - ENGINEER CONSIDERED PROFESSIONAL SERVICE

The services to be performed by the ENGINEER under this Agreement constitute professional services under the terms of *N.J.S.A.* 40A:9-140 and 40A:11-1, *et seq.*

SECTION IX - STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

The ENGINEER hereby incorporates by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L 1975, c.127 and *N.J.S.A.* 10:5-31, as amended and supplemented from time to time, and ENGINEER agrees to comply fully with the terms, provisions and conditions of Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

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

IN WITNESS WHEREOF, the CLIENT and ENGINEER have caused this instrument to be executed in its respective name and on its behalf as of the day and year herein written.

WITNESS:

By: _____

Name: Donna L. Messina, CMR
Title: Acting Municipal Clerk

BOROUGH OF ALPHA

By: _____ 3/2/21

Name: Honorable Craig S. Dunwell
Title: Mayor

ENGINEER:

By: _____

Name: Stanley J. Schrek, PE, AIA, PP, CME, LEED AP
Title: Principal

2021 Rate Schedule
Borough of Alpha

CLASSIFICATION	HOURLY RATE
Principal Engineer	\$140.00
Senior Professional Engineer	\$130.00
Professional Planner	\$120.00
Professional Engineer	\$109.00
Project Manager	\$109.00
Technical Manager	\$98.00
Licensed Operator	\$98.00
Project Designer	\$98.00
Senior Construction Observer	\$98.00
Construction Observer - Level 4	\$98.00
Senior CAD Technician	\$91.00
Senior Geospatial Analyst	\$91.00
CAD Technician	\$84.00
Geospatial Analyst	\$84.00
Draftsperson	\$77.00
Construction Observer - Level 1	\$65.00
Technician - Level 2	\$43.00
Technician - Level 1	\$39.00
Director of Surveying	\$115.00
Senior Professional Surveyor	\$102.00

CLASSIFICATION	HOURLY RATE
Professional Surveyor	\$84.00
Surveyor	\$76.00
Senior Survey Technician	\$58.00
Two-Person Field Crew	\$130.00
GPS-Two-Person Field Crew	\$143.00
Robotic Unit - One-Person Field Crew	\$98.00
Robotic Unit - Two-Person Field Crew	\$140.00
Unmanned Aerial Specialist	\$108.00
UAS Field Crew - One Person	\$164.00
UAS Field Crew - Two Person	\$231.00

ADDITIONAL EXPENSES:

Photocopies - Standard Rates	Standard
Prints - Standard Rates	Standard