

**CONTRACT
FOR
PROFESSIONAL SERVICES
AS LICENSED OPERATOR, WATER & SEWER
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

Who shall be the LICENSED OPERATOR hereinafter referred to as LICENSED OPERATOR, in accordance with N.J.A.C. 7:10A, *et seq.*

WHEREAS, the CLIENT desires to engage the LICENSED OPERATOR to serve as the LICENSED OPERATOR and 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 LICENSED OPERATOR 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 LICENSED OPERATOR, in consideration of their mutual covenants and promises, agree as follows:

SECTION 1 - PROFESSIONAL SERVICES OF THE LICENSED OPERATOR

The Professional Services provided by the LICENSED OPERATOR shall include all services required of a LICENSED OPERATOR by Statute and Ordinance and any other services requested and authorized by the Municipality during the term of the LICENSED OPERATOR appointment, specifically the LICENSED OPERATOR shall provide Robert Genetelli as the Borough Licensed Potable Water Operator of Record (T-2 and W-2) and Christopher Jepson, PE as the Borough Licensed Sewer Collection System Operator of Record (C-2) and Robert Olivo as a backup for the aforementioned persons, all of Van Cleef Engineering Associates, LLC. LICENSED OPERATOR shall

provide the CLIENT with the true copies of the NJDEP O65 forms completed by each and filed with the NJDEP promptly after filing.

The LICENSED OPERATOR shall provide services as required by CLIENT, which shall include in general, but are not limited to, the following:

1. Serve as a Licensed Operator, in direct responsible charge, with qualifications for W-2 Water Distribution, T-2 Water Treatment and C-2 Wastewater Collection System. As required per N.J.A.C. 7:10A, a subordinate/back-up operator at no less than 1 grade lower will be engaged when the Licensed Operator in responsible charge is not available.
2. Provide technical advice to the CLIENT'S full time operating staff, various employees, agents, departments units and committees.
3. Perform weekly inspection of sanitary sewer system and water treatment and distribution system.
4. Direct sampling program for raw and treated water.
5. Review daily record keeping. Prepare monthly and quarterly operating reports.
6. Advise CLIENT of system deficiencies/needs and suggestions for improvements.
7. Participate in budget planning.
8. When not physically present, be available to answer any questions from CLIENT'S full time operating staff.
9. The LICENSED OPERATOR may provide professional services not otherwise classified herein when such services are requested by the CLIENT, including but not limited to consultation in system design/improvements, additional inspection or observation of projects; preparation of grant applications and environmental assessments provision of services of outside technical consultants; laboratory test 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 LICENSED OPERATOR as may be required to assist him in the performance of his duties.

B. Authorize and direct committees, employees, and agents of the CLIENT to consult with the LICENSED OPERATOR at all reasonable times upon the request of the LICENSED OPERATOR as to:

1. The work and services to be done or rendered by the LICENSED OPERATOR and/or others in the employ of the CLIENT.
2. The applications, plans, and reports to be reviewed by the LICENSED

OPERATOR which are submitted by others to the CLIENT.

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

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

SECTION III - COMPENSATION OF THE LICENSED OPERATOR

A. For the services rendered by the LICENSED OPERATOR under this Agreement the CLIENT shall pay and the LICENSED OPERATOR 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 LICENSED OPERATOR 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. 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 LICENSED OPERATOR.

B. Vouchers or invoices will be issued monthly for services performed. Such billings shall be due when rendered.

SECTION IV - PERIOD OF SERVICE

This Agreement shall have an effective commencement date of February 9, 2021 and shall terminate on December 31, 2021, in accordance with N.J.S.A 40:69A-43, *et seq.* Should the LICENSED OPERATOR'S services be required beyond that time, the LICENSED OPERATOR 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 LICENSED OPERATOR is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the applications submitted to the CLIENT as herein provided, the final decision, as based upon LICENSED OPERATOR'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 LICENSED OPERATOR 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 LICENSED OPERATOR or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the LICENSED OPERATOR. The CLIENT hereby releases the LICENSED OPERATOR from any and all liability and waives any and all claims against the LICENSED OPERATOR arising out of or relating to any such decisions or the consequences thereof.

LICENSED OPERATOR 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 LICENSED OPERATOR negligent acts, errors or omissions (and those of his or her contractors, subcontractors or consultants or anyone for whom the LICENSED OPERATOR is legally liable) in the performance of professional services under this Agreement.

SECTION VI- LITIGATION AND ADDITIONAL INVESTIGATION

Nothing herein contained shall obligate the LICENSED OPERATOR 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 LICENSED OPERATOR and CLIENT shall agree to in writing.

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

SECTION VII - ENTIRE AGREEMENT

This Agreement represents the entire agreement between the CLIENT and the LICENSED OPERATOR relating to the subject matter hereof and no representations or agreements made by either party or by 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 LICENSED OPERATOR is to cooperate with and make recommendations to the CLIENT with respect to engineering matters related to the applications submitted 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- LICENSED OPERATOR RETAINED PURSUANT TO STATE STATUTE

The services to be performed by the LICENSED OPERATOR under this Agreement constitute professional services under the terms of N.J.S.A. 40A:11-1, *et seq.* and N.J.A.C. 7:10A.

SECTION IX- STATUTORILY REQUIRED AFFIRMATIVE ACTION CLAUSES

The LICENSED OPERATOR 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.

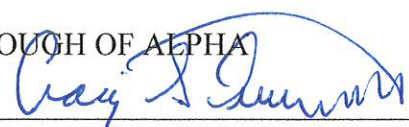
IN WITNESS WHEREOF, the CLIENT and LICENCED OPERATOR have caused this instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS:

By: 

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

BOROUGH OF ALPHA

By:  3/2/21

Name: Hon. 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



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Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E., P.P., CME, CPWM
Samuel D. Costanzo, P.E. & P.P.
Cynthia V. Norfleet, COO
Mark A. Bahnick, P.E.
Lawrence M. Diffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzing, P.E.
Stanley J. Schrek, P.E., A.I.A., P.P., CME, LEED AP
Herbert J. Seeburger, Jr., P.E., CME, CPWM

Memorandum

To: Donna Messina, CMR – Acting Borough Clerk

cc:

From: Stan Schrek, PE – Borough Engineer

Date: 02-26-2021

Reference: Contracts

Donna, Attached are our contracts for Borough Engineer and Licensed Operator. These documents have been reviewed and amended by Chris Troxell. I have signed two copies each. Once executed by the Borough, kindly return one copy to this office.

Most appreciated.....