

RESOLUTION: 56-16

**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 potable water infrastructure enhancement services for Water Tower reconditioning projects – Proposal No. 2015-67B, Phases 3, 4 and 5 for an amount not to exceed \$34,588.00.
2. The term of this contract shall be from March 10, 2016 to March 9, 2017.
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 South Jersey 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 March 10, 2016.

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 – Water Tower Reconditioning Projects
Proposal No. 2015-67B

AMOUNT OF CONTRACT: \$34,588.00

Any expenditures required for the above referred contract are properly chargeable to Bond Ordinance 6-2016.

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 10, 2016

February 5, 2016

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

Attention: Ms. Sue Miller, Administrator

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
WATER TOWER RECONDITIONING PROJECTS
BLOCK 1902, LOT 17 & BLOCK 1210, LOT 10
BOROUGH OF CLAYTON, GLOUCESTER COUNTY, NEW JERSEY
S&A PROPOSAL No. 2015-67B**

Dear Ms. Miller:

Our office is pleased to submit this proposal to the Borough for the next phase of potable water infrastructure enhancements in cooperation with the US Department of Agriculture - Rural Development for the two above referenced sites.

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 has obtained funding from the US Department of Agriculture - Rural Development (USDA) for the proposed repainting of the two (2) existing elevated tanks (water towers).

In 2007, Sickels & Associates, Inc. (S&A) and Mumford-Bjorkman Associates (MBA) conducted an internal and external evaluation of the Chestnut Street tank and an external evaluation at the N. Delsea Drive elevated tank. The interior of the N. Delsea Drive tower was prepared and repainted in 2006. The Chestnut St tank was evaluated externally and internally, including the area within the tank above and below the water line. The inspection below the water line was completed using a submersible rover, which enabled a televised inspection.

The tanks were found to be in good condition structurally. However, the tank coatings were in fair to poor condition. Consideration will be given to resurface the interior of the N. Delsea Drive tank so that it can have a similar life span as the exterior. The exterior will be subject to a complete abrasive blast and then recoated. The Chestnut Street interior is in fair condition, however there is active corrosion occurring on the exterior and interior of the tank, particularly above the water line,

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in addition to corrosion below the water line. As a result of the inspection it was recommended that both the interior and exterior be subject to a complete abrasive blast and then recoated. Repairs to existing cat walks, sway rods and overboard pipes will also be completed.

In 2013, the ladders, cable safety systems, roof vents and pressure vacuum vents were replaced on both towers.

During the 2007 investigation, paint samples were taken and determined the exterior surface of both towers have lead paint. Therefore, any paint removal activities will have to be done by a NJ Certified Lead Abatement Contractor. In addition, full containment and dust collection systems will be necessary at each tank during the exterior abrasive blasting process.

The installation of altitude valves will also be incorporated into both tanks sites. The valves will allow the Borough to maximize the storage in the three (3) tanks while managing system pressures and minimizing any potential loss of water through the tank overflow pipes.

This proposal includes preparation of design plans and specifications for repainting and conducting repairs on both of the tanks. In addition we have included time for a pre-bid conference to ensure that bidders become familiar with the site constraints on the project.

We understand the Borough wishes to complete this next phase of improvements after the completion of the East Avenue tank. The intent is to bid both tanks under a single contract with a goal to complete the Delsea Tank in late Summer/Fall of 2016 and the Chestnut Tank in the Spring/Summer of 2017. It must be noted that the construction schedule is dependent upon weather and lead time required for painting crews. This will require a relatively tight design schedule where bidding will likely proceed in February/March 2016 and work will start in Summer/Fall 2016 and complete the second tank in 2017 before the weather gets too cool in the autumn. We will endeavor to maintain the project schedule and keep the project on track.

Our approach to this project consists of the following phases which are outlined in detail under the Description of Services. We are currently working on Phases I and 2 which were authorized on December 10, 2015 by Resolution #221-15. This proposal will cover Phases 3, 4 and 5. It is our understanding the Borough will approve and authorize Phases 6 and 7 at a later date.

- PHASE 1 Outbound and Topographic Survey – Nov. 30, 2015 Proposal #2015-67A
- PHASE 2 Engineering Design and Construction Plans – Nov. 30, 2015 Proposal #2015-67A
- PHASE 3 Construction Specifications and Bid Proposal
- PHASE 4 Application & Submissions for Approvals
- PHASE 5 Bid Administration
- PHASE 6 Contract Administration/Construction Observation
- PHASE 7 One Year Anniversary Inspection

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DESCRIPTION OF SERVICES- DUTIES

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

PHASE I OUTBOUND AND TOPOGRAPHICAL SURVEY

The scope of this Phase was completed under Proposal 2015-67A, dated November 30, 2015.

PHASE II ENGINEERING DESIGN AND CONSTRUCTION PLANS

The scope of this Phase was completed under Proposal 2015-67A, dated November 30, 2015.

PHASE III CONSTRUCTION SPECIFICATIONS & BID PROPOSAL

SECTION 1.0 CONSTRUCTION SPECIFICATIONS

- 1.1 Prepare both General and Technical Specifications based upon the construction plans for the tank repairs and repainting. The bid specifications will include repairs, surface preparation, and painting, along with any project specific requirements, including project schedule and liquidated damages.
- 1.2 Itemize the repairs called out in MBA's inspections of the each tank.

SECTION 2.0 BID PROPOSAL

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

PHASE IV APPLICATION & SUBMISSION FOR PRELIMINARY APPROVAL

SECTION 1.0 CONFERENCE WITH REGULATORY AGENCY

- 1.1 Arrange and attend meeting with the US Department of Agriculture – Rural Development to discuss the proposed reconditioning of the two (2) existing elevated tanks and the requirements that may be imposed on the project.

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SECTION 2.0 SUBMISSION TO REVIEW AGENCIES

- 2.1 Preparation and submission of applications and reports for applicable review
Submissions are anticipated to be forwarded to:
 - a. USDA – Rural Development.
- 2.2 Coordinate, correspond and attend meetings with USDA officials to resolve issues relating to the design and bid specifications for the elevated tank.

SECTION 3.0 RESPOND TO REVIEW COMMENTS

- 3.1 Respond to USDA review comments and revise plans and specifications as necessary in accordance with the reviews.

PHASE V BID ADMINISTRATION

Assist the Borough with the bidding process:

1. Preparing Notice to Bidders.
2. Received and address bidder inquiries.
3. Assisting in pre-bid conference.
4. Prepare addenda for clarification, interpretation and/or expansion of bid documents and forward same to bidders.
5. Attending bid opening meeting.
6. Reviewing bids for completeness.
7. Tabulate bids and recommending award, contingent upon review of Borough Solicitor and availability of funds.
8. Forward bid results and applicable documentation to the USDA Program for their review and approval.

PHASE VI CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION

Assist the Client during the construction process by:

1. Attending the pre-construction conference.
2. Complete USDA 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.

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4. Reviewing contractor's vouchers and recommending payment.
5. Completion of quarterly reports to USDA.
6. Periodic (not full time) observation and coordination during most construction activities with the Borough and the contractor. Full time construction observation will be conducted during the painting of the tanks. 75 work days of construction observation during painting have been provided for in our proposal (45 days for Delsea and 30 days for Chestnut).
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 USDA Program for project obligations and documentation.
11. Upon notification that punch list 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 USDA 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 ten (10) bi-weekly site visits by a licensed NJ Professional Engineer. During this phase our subconsultants specializing in elevated tank inspection 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 tank inspection subconsultant, Mumford-Bjorkman Associates, will perform full time observation during application of the tank paint preparation and coatings. MBA will climb the tank using the contractors rigging and inspect all accessible areas of the tank on the interior and exterior and 75 total days of inspection, full time during tank painting.

Onsite construction observation will be provided by our office. We anticipate that this will be on a part-time basis (average of 8 hours per week) during the length

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of the contract while construction is ongoing. The estimate is based on an estimate of 12 weeks for Delsea and 8 weeks for Chestnut of active work including repairs, preparation and painting.

This proposal assumes the actual resurfacing of the tower will total 30 days for Chestnut Street and 45 days for the N Delsea Drive sites. 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.

Project Schedule

The goal for this project is to have the project advertised for bids in February/March 2016 with bids being received in March/April 2016. It is anticipated that the N. Delsea Drive site will be completed in Summer/Fall 2016 with the Chestnut Street being completed in Spring/Summer 2017. It is our understanding the East Coast region is seeing many municipalities repaint their water towers. This has created a significant demand on the qualified contractors available to complete the work effectively slowing down projects and increasing the bid prices. If the stated timelines cannot be achieved, then the overall project scope may be delayed. Weather conditions during these time periods may also impact the completion schedule.

PHASE VII ONE YEAR INSPECTION

SECTION 1.0 ONE YEAR INSPECTION

- 1.1 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.
- 1.2 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 coatings 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.
- 1.3 Upon completion of the inspection, a report will be generated listing the findings as listing any remedial work required. Color photographs illustrating

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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.

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- 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/Study or Air Quality Assessment.
- m. Cultural Resource Survey or Economic Impact Report.
- n. CBR or other soils testing.
- o. Additional information and analysis of off site water analysis and fire flow tests of the existing distribution system other than those specifically indicated in the description of services.
- p. Permits required by the Army Corps of Engineers
- q. Phase I Environmental Investigation.
- r. Environmental Impact Study.
- s. Storm Water Management Plan.
- t. Construction stakeout.

CONSULTING FEE FOR SERVICES RENDERED

Based on the understanding of the project and description of service, our total consulting fee to complete Phases I and II described herein is estimated at **\$34,588.00**

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

PHASE	3	Construction Specifications and Bid Proposal	\$	9,425.00
PHASE	4	Application & Submissions for Approval	\$	14,364.00
PHASE	5	Bid Administration	\$	<u>10,799.00</u>
TOTAL			\$	34,588.00

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.

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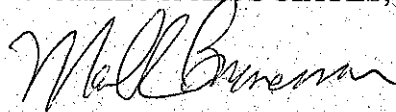
We have enclosed two (2) signed copies of this proposal. If you concur with our Description of Services, Consulting Fee, Terms and Conditions and Annual Fee Schedule, please execute one copy as our formal authorization to proceed and return same with the retainer to our office.

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, PE, CME
President

MRB:pao

Enclosures: Terms and Conditions
Annual Fee Schedule

cc: Donna Nestore, CFO
Christine Newcomb, Clerk
Erik K. Biermann, P.E., C.M.E.
Patricia A. Owens, S&A, Inc.

File: 2015-67B

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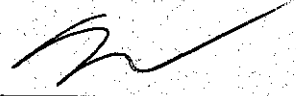
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PROPOSAL ACCEPTANCE & NOTICE TO PROCEED

Having reviewed the proposal for the various planning, surveying and engineering services, including the Terms and Conditions of the Service Agreement, 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 10th day of March, 2016

By:



SIGNATURE

Mayor
TITLE

Thomas Bianco

NAME (PLEASE PRINT OR TYPE)

Borough of Clayton
COMPANY

ADDRESS

PHONE NO.

FAX NO.

CLIENT'S E-MAIL ADDRESS

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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

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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

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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 _____

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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.

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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

RE: **PROPOSAL FOR PROFESSIONAL SERVICES
WATER TOWER RECONDITIONING PROJECTS
BLOCK 1902, LOT 17 AND BLOCK 1210, LOT 10
BOROUGH OF CLAYTON, GLOUCESTER COUNTY, NJ
S&A PROPOSAL No. 2015-67B**

FEBRUARY 5, 2016

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.