

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING MARK BRUNERMER OF SICKELS & ASSOCIATES, INC.
AS BOROUGH ENGINEER FOR THE BOROUGH OF CLAYTON
FOR THE YEAR 2017, PURSUANT TO THE LOCAL PUBLIC CONTRACTS
LAW
(N.J.S.A. 40A:11-1, ET SEQ.)**

R-6-17

WHEREAS, there exists a need for a Municipal Engineer in the Borough of Clayton for the purpose of providing the Borough with engineering services and advice; 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 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton as follows:

1. That Mark Brunermer of Sickels & Associates, Inc., be hereby appointed as Municipal Engineer for the Borough of Clayton, to provide engineering services and advice to the officials of said Borough for the year 2017.

2. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Sickels & Associates, Inc., for engineering services above specified, for a term of one (1) year, commencing January 7, 2017, and to be paid in accordance with the 2017 budget.


3. This contract is awarded without competitive bidding as a "professional service"

under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and bidding therefore.


4. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

ADOPTED, at the reorganization meeting of the Mayor and Council of the Borough of Clayton on January 7, 2017.

BOROUGH OF CLAYTON

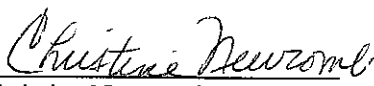

Thomas Bianco, Mayor

ATTEST:


Christine Newcomb
Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2017.


Christine Newcomb
Municipal Clerk

**BOROUGH OF CLAYTON CONTRACT FOR ENGINEERING
SERVICES WITH SICKELS & ASSOCIATES, INC.**

THIS CONTRACT, made this 7th day of January, 2017, between the Borough of Clayton, a Municipal Corporation in Gloucester County, State of New Jersey, (hereinafter referred to as "Borough"); and Sickels & Associates, Inc. with Corporate Headquarters in Woodbury, New Jersey (hereinafter referred to as "Engineer"):

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Engineer will supply to the Borough of Clayton all of the ordinary and usual engineering services required by the Borough of Clayton for the term of this contract and shall be paid in accordance with the annexed fee schedule, and as determined by the Borough of Clayton. Ordinary and usual engineering services covered by this contract shall include the following:
 - A. Attendance at meetings
 - (1) Public Meetings: The Engineer or his designated representative shall attend all public meetings which bids are to be received for engineering projects, which a specific item relating to engineering services to be provided by the Engineer to the Borough is to be discussed, and when requested by the Governing Body of the Borough of Clayton. The cost of attending said meetings is covered by the annual retainer, which is zero dollars (\$0.00) per year.
 - B. General correspondence emanating from the Borough Engineer's office.
 - C. General problems requiring consultation with the Borough Engineer.
2. Engineer will provide any and all engineering services beyond the ordinary and usual engineering services required, if requested by the Borough, for fee to be determined at the rates hereinafter provided. The Engineer shall provide by voucher to the Borough, verification of time spent, job title and rate per man on each job. The fees to be paid to the Engineer shall be in accordance with the attached fee schedule.
3. Engineer hereby agrees to provide to the Borough a cost estimate for all engineering work to be completed beyond the ordinary and usual engineering service prior to the commencement of said work.
4. Engineer shall provide performance guarantee estimates and construction observation services on all projects being constructed in the Borough as provided by the Municipal Land Use Law. Such services shall be paid by the Borough from escrow accounts established by the Borough and funded by the developer of said project.
5. The term of this contract shall be for a period of one (1) year, commencing on January 7, 2017.

6. The "Engineer" shall be represented by Mark R. Brunermer, PE, CME, President of Sickels & Associates, Inc.
7. This contract is made in conformity with the Local Public Contracts Law of the State of New Jersey and shall be construed in accordance with said act.

BOROUGH OF CLAYTON



THOMAS BIANCO, MAYOR

ATTEST:



CHRISTINE NEWCOMB, CLERK

SICKELS & ASSOCIATES, INC.



MARK R. BRUNERMER, PE, CME
PRESIDENT

WITNESS:



PROFESSIONAL LICENSE DISCLOSURE

I certify that the licenses for the Professional Engineers and Professional Land Surveyor employed by Sickels & Associates, Inc. are current and in good standing with the State Boards.

I certify that no professional licenses for Sickels & Associates, Inc. employees have been suspended or revoked in New Jersey or any other states.

10/28/16
Date


Patricia A. Owens
Secretary & Treasurer

Subscribed and sworn before me

this 28th day of Oct., 2016

Kimberly Ann Croft
(notary public)

KIMBERLY ANN CROFT
NOTARY PUBLIC OF NEW JERSEY

My Commission expires my COMMISSION EXPIRES AUG. 10, 2017

AFFIRMATIVE ACTION REQUIREMENTS

COMPANY NAME: Sickels & Associates, Inc.

SIGNATURE: 

TITLE: Secretary & Treasurer

RESPONDENTS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127(N.J.S.A. 10:5-31, et. seq.). See also N.J.A.C. 17:27 et. seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of notice of intent to award or the signing of the contract, whichever is sooner, one of the following:

1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL:

OR

2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT:

OR

3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA 302.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 5128


RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2012 to 15-AUG-2019

SICKELS & ASSOCIATES, INC.
833 KINGS HIGHWAY
WOODBURY

NJ 08096-3118




Andrew P. Sidamon-Eristoff
State Treasurer

CORPORATE DISCLOSURE STATEMENT

- ☐ I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.
- ☐ Partnership.
- ☒ Corporation.
- ☐ Sole Partnership.

PLEASE CHECK THE APPROPRIATE BOXES ABOVE & SIGN BELOW.

<u>Shares</u>	<u>Stockholders Name</u>	<u>Address</u>
33.3%	Mark R. Brunermer	8 Horseshoe Lane, Mullica Hill, NJ 08062
33.3%	William J. Mesogianes	16 Henry Ave., Pennsville, NJ 08070
33.3%	Patricia A. Owens	106 Woodfield Ct., Cherry Hill, NJ 08003

THIS STATEMENT MUST BE INCLUDED WITH YOUR PROPOSAL
SUBMISSION

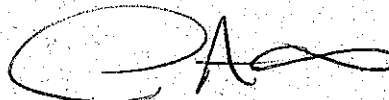
Subscribed and sworn before me this 28th
day of Oct., 2016.

Kimberly Ann Croft
(Notary Public)

KIMBERLY ANN CROFT

My Commission expires: **NOTARY PUBLIC OF NEW JERSEY**

MY COMMISSION EXPIRES AUG. 10, 2017



(Signature of Affiant)

Patricia A. Owens, Secretary & Treasurer
(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF CAMDEN

ss:

I AM Secretary & Treasurer OF THE FIRM OF Sickels & Associates, Inc.

UPON MY OATH, I DEPOST AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE COUNTY OF GLOUCESTER RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT;

AND

4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO:

BEFORE ME THIS 28th DAY
OF Oct., 2016.

Kimberly Ann Croft
NOTARY PUBLIC OF

Patricia A. Owens
Patricia A. Owens

KIMBERLY ANN CROFT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: AUG. 10, 2017

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

SICKELS & ASSOCIATES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-933-496/000

SEQUENCE NUMBER:

1089007

ADDRESS:

SHERWD MEWS 833 KINGS HWY
WOODBURY NJ 08096-3110

ISSUANCE DATE:

09/30/04

EFFECTIVE DATE:

07/12/71

FORM-BRC(08-01)

J. P. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



CERTIFICATE OF LIABILITY INSURANCE

SICKE-1

OP ID: AS

DATE (MM/DD/YYYY)

10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hardenbergh Insurance Group P.O. Box 8000 Marlton, NJ 08053 Christopher J. Powell		CONTACT NAME: Christopher J. Powell PHONE (A/C, No, Ext): 856-489-9100 FAX (A/C, No): 856-489-9101 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Insurance Co	
		INSURER B: Travelers Indemnity Co of CT	
		INSURER C: Travelers Indemnity Co.	
		INSURER D: Beazley Insurance Company, Inc	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		6803152X210COF14	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			
			PRODUCTS - COMP/OP AGG \$ 2,000,000			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		BA3152X40614GRP	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CUP3159X5001447	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X0UB3616T48814	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUS LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section		6803152X210COF14	12/31/2015	12/31/2016	Contents 501,643
D	Professional Liab.		V18F2D150101	07/01/2016	07/01/2017	Prof Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SAMPLE SAMPLE
SAMPLE SAMPLE
SAMPLE SAMPLE

CERTIFICATE HOLDER**SAMPLES**

SAMPLE SAMPLE
SAMPLE SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Engineers • Planners • Surveyors

SICKELS & ASSOCIATES, INC.

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
Licensed Plant Operator	\$ 75.00
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.