

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING MARK BRUNERMER OF SICKELS & ASSOCIATES, INC.
AS BOROUGH ENGINEER FOR THE BOROUGH OF CLAYTON
FOR THE YEAR 2021, PURSUANT TO THE LOCAL PUBLIC CONTRACTS
LAW
(N.J.S.A. 40A:11-1, ET SEQ.)**

R-6-21

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 2021.
2. The term of this contract shall be from January 1, 2021 to December 31, 2021, in an amount not to exceed \$40,000.00.
3. Donna Nestore, CFO, for the Borough of Clayton certifies the above referenced dollar amount is available through the Engineer O&E line item in the 2021 budget. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Borough of Clayton is not obligated to spend that amount.
4. 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 1, 2021, and to be paid in accordance


with the 2021 budget.

5. 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.

6. 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, 2021.

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, 2021.

Christine Newcomb
Municipal Clerk

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

THIS CONTRACT, made this 7th day of January, 2021, 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"):

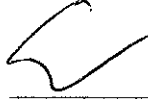
WITNESSETH:

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 1, 2021.

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:



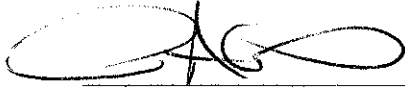
CHRISTINE NEWCOMB, CLERK

SICKELS & ASSOCIATES, INC.



MARK R. BRUNERMER, PE, CME
PRESIDENT

WITNESS:



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.

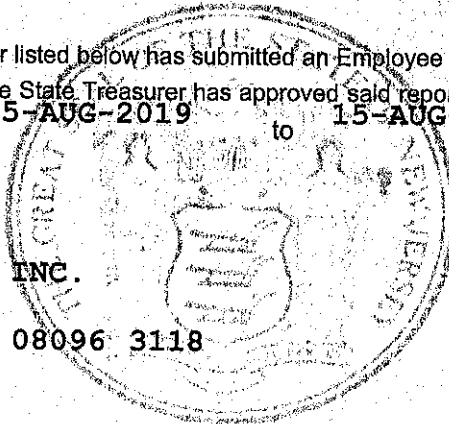
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-2019** to **15-AUG-2026**

SICKELS & ASSOCIATES, INC.
833 KINGS HIGHWAY
WOODBURY

NJ 08096 3118



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
 State Treasurer

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

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 CLIENT 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 30th DAY
OF Oct., 2020.

Kimberly A. Croft
NOTARY PUBLIC OF



Patricia A. Owens

KIMBERLY A. CROFT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES AUG. 10, 2022

ANNUAL FEE SCHEDULE

Effective January 2021

JOB CLASSIFICATION

HOURLY FEE SCHEDULE

Professional Engineer, President	\$161.00
Professional Engineer, Senior Engineer	\$152.00
Professional Engineer, Manager	\$142.00
Project Engineer	\$118.00
Project Manager	\$ 99.00
Design Engineer	\$ 96.00
Design Technician	\$ 94.00
CADD Drafting Technician	\$ 88.00
Drafting Technician	\$ 68.00
Junior Drafting Technician	\$ 50.00
Professional Land Surveyor, Chief Surveyor	\$141.00
Survey Technician/Calculator	\$ 92.00
Survey Party Chief	\$ 84.00
Survey Field Crew (3 Persons)	\$167.00
Survey Field Crew (2 Persons)	\$161.00
Survey Field Crew (1 Person)	\$131.00
Construction Director	\$112.00
Construction Manager	\$102.00
Senior Construction Technician	\$ 94.00
Construction Technician	\$ 89.00
Technical Writer/Word Processing	\$ 50.00

COURT APPEARANCE

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		

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.