

RESOLUTION NO. 2021- 348

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KEY ENGINEERS, INC., BERLIN, NJ, FOR DRAINAGE SYSTEM RECONSTRUCTION FOR NORTH BREWSTER ROAD FROM EAST OAK ROAD TO THE CULVERT CROSSING NEAR MAPLE AVENUE, IN AN AMOUNT NOT TO EXCEED \$54,520.00.

WHEREAS, there exists a need for professional services for drainage system reconstruction for North Brewster Road from East Oak Road to the Culvert Crossing near Maple; and

WHEREAS, the City of Vineland has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed \$17,500.00; and

WHEREAS, the City Engineer has recommended that a contract for the required services be awarded to Key Engineers, Inc., Berlin, NJ, based upon the proposal indicating they will provide the professional services

WHEREAS this contract is awarded in an amount not to exceed \$54,520.00 for specified services, for a contract period of one year from date of award; and

WHEREAS, Key Engineers, Inc. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Key Engineers, Inc. has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Key Engineers, Inc. from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Key Engineers, Inc., Berlin, NJ, for Professional Services for drainage system reconstruction for North Brewster Road from East Oak Road to the Culvert Crossing near Maple Avenue, in an amount not to exceed \$54,520.00.
2. That this Agreement is awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.
4. That a Notice of this action shall be printed once in the Daily Journal.

Adopted:

Vice President of Council

ATTEST:

City Clerk

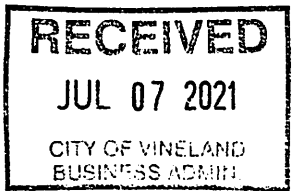
**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

5/12/2021
(DATE)

1. Service (detailed description): Drainage System Reconstruction

2. Amount to be Awarded: \$ 54,520.00

Encumber Total Award
 Encumber by Supplemental Release



3. Amount Budgeted: \$ _____

4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

5. **Account Number to be Charged: T-22-00-000-0000-80301

6. Contract Period: 1 year

7. Date To Be Awarded: _____

8. Recommended Vendor and Address: Key Engineers
80 S. White Horse Pike
Berlin, NJ 08009

9. Justification for Vendor Recommendation: (attach additional information for Council review)
Consultant had performed a preliminary design on this previously and has intimate knowledge of the problem and proposed solution

Non-Fair & Open (Pay-to-Play documents required)
 Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: D.J.M.

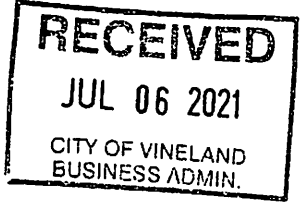
11. Approved by: David J. Maillet, PE

12. Attachments:

Awarding Proposal
 Other: _____

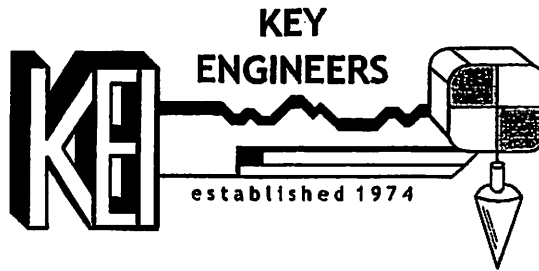
• Send copies to:
Purchasing Division
Business Administration (initials)

** If more than one account #, provide break down



ENGINEERING & PLANNING

Municipal
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SURVEYING

Residential
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May 10, 2021

City of Vineland
640 E. Wood Street
Vineland, New Jersey 08360

ATTN:Mr. David Maillet, P.E.
City Engineer

RE: REQUEST FOR PROFESSIONAL ENGINEERING SERVICES

Drainage System Reconstruction
North Brewster Road from East Oak Road to the Culvert Crossing Near Maple Avenue
(Approximately 2,225 Feet of Roadway)
City of Vineland, Cumberland County, New Jersey
(KEI #10-1378)

Dear Mr. Maillet:

Thank you for considering Key Engineers, Inc. to provide you with professional engineering services in regard to the above referenced project.

As we have discussed, the City desires to replace the existing 12" diameter storm drainage system on North Brewster Road with a larger pipe between Old Farm Road and the culvert crossing near Maple Avenue. In addition, the City would like to extend the storm drainage system towards East Oak Road approximately 500 feet. The intent of the storm pipe replacement will be to implement N.J.D.E.P. Best Management Practices and limit the discharge runoff at the existing ditch location to pre-existing conditions.

We offer the following proposal for your review and consideration:

✓
D/M

1. Survey Fieldwork

Perform survey fieldwork to re-establish the centerline stationing along the roadway. Perform approximately 500 feet of topographic fieldwork on the west side of North Brewster Road between Old Farm Road and East Oak Road to document existing conditions. Contact the one-call mark-out to document existing subsurface utilities. Obtain

additional topography along existing pipe route to obtain information relative to driveways and front lawns.

Estimated Cost = \$4,200.00

✓ (2.)
DIM

Engineering and Design Tasks

Perform all office computer aided drafting to prepare plan and profile views of the existing condition along the project alignment. Perform engineering and design tasks for the replacement of the existing 12" diameter piping with larger 30" diameter high density polyethylene piping (or larger). Investigate, design and implement N.J.D.E.P. Best Management Practices wherever possible. Improve the condition at the open ditch where the existing pipe outfalls and provide all necessary and required construction details. Conduct liaison with City and County Engineering Officials. Prepare and submit Cumberland County Soil Conservation District application. Prepare traffic control plans for construction zone.

Estimated Cost = \$31,800.00

✓ (3.)
DIM

Conduct meetings with any affected residents. Obtain consent to enter agreements to permit any temporary construction to occur on private property.

Estimated Cost = \$6,800.00

✓ (4.)
DIM

Administrative Work

Prepare project specifications complete with County boilerplate information regarding general bidding requirements. Assist the County and Municipality in receiving bids. Provide up to (15) bid packages for distribution to perspective bidders. Conduct pre-bid meeting. Prepare project cost estimate. Prepare our "Engineer's Recommendation of Award".

Estimated Cost = \$11,720.00

✓ (5.)
DIM

Project Inspection and Construction Management

~~Our office will assist the County with performing project inspections for the pipe construction. It is anticipated that the project will take approximately eight (8) weeks to complete. Actual inspection man-hours are expected to be approximately 270 hours.~~

~~The Estimated Project Inspection Cost will be \$24,400.00.~~

The time to measure the as-built construction with the contractor and verify construction vouchers, prepare any project change orders, review shop drawings and conduct liaison between the City and County Engineer staff is \$6,800.00.

Estimated Cost (Project Inspection and Construction Management) = \$31,200.00

6. Survey Stakeout

As discussed, our office would like to perform the project stakeout and provide the contractor with grade sheets for the work. The stakeout will include all manhole and inlet structures, centerline of pipe where necessary and the construction of the centerline of any swales or ground features.

Estimated Cost = \$8,800.00

TOTAL ESTIMATED PROJECT COST (ITEMS 1 - 4) = \$54,520.00

TOTAL ESTIMATED PROJECT COST (ITEMS 1 - 6) = \$94,520.00

Any work performed in addition to that which is outlined above shall be invoiced separately. An estimate will be provided to you for approval prior to performing any additional work. Also, our office cannot anticipate the contents of any review letters which are generated by the outside agency review. Once a review letter is received by our office, a proposal to revise the plans will be drafted and submitted to the client for approval, before any work is performed.

Upon acceptance of this proposal, our office will schedule a completion date for your review and approval.

Terms and Conditions

- a. Estimated costs do not include any revisions which may be required by any State, County or Municipal agency or their consultants.
- b. Key Engineers, Inc. has no control over the actions of the governmental authorities having jurisdiction over the project, and therefore shall not be responsible for damages incurred by client due to any delays in the review and approval process of any State, County or Municipal agency or their consultants, unless and until such delay is adjudged to have been the sole responsibility of Key Engineers, Inc.
- c. Invoicing will be performed on a monthly basis and payment must be made within 30 days of said invoice.

Invoices will be submitted by Key Engineers, Inc. on a monthly basis as work proceeds. In the event that client objects to all or any portion of any invoice, client shall notify Key Engineers, Inc. of the reasons for the objection, in writing, within fifteen (15) days from date of the invoice, and pay the portion of the invoice not in dispute. If no written

objection is communicated within fifteen (15) days, then the entire amount is due and owing. If fees are not paid in full within thirty (30) days of the date of the invoice, Key Engineers reserves the right to suspend or terminate services and the right to pursue all appropriate remedies including, but not limited to, retaining all documents without recourse. In the event of such suspension or termination of services, Key Engineers, Inc. shall have no liability to client for delay or damages caused by such suspension or termination. At any time, an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half percent (1.5%) per month from the date of the invoice will be charged.

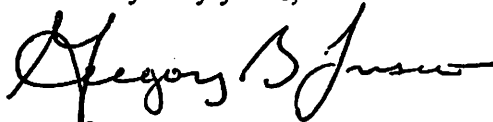
Application of the percentage rate indicated above as a consequence of clients late payments does not constitute any willingness on Key Engineers, Inc. part to finance client's operation, and no such willingness should be inferred. In the event Key Engineers, Inc. employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein, client agrees to pay all litigation costs, reasonable attorney's fees and court costs incurred by Key Engineers, Inc. Payment of such fees may be deducted from the initial retainage received.

- d. ~~A retainer of 50% of the work authorized must be received prior to the commencement of any engineering or surveying services. This retainer will be held until the final invoice is prepared. Final submittals will not be released until all past due and the final invoice are paid.~~
- e. These prices are valid for forty-five calendar days from the date of this estimate.
- f. Limitation of Liability: In recognition of the relative risks and benefits of the Project (for example, the Engineer's fee is relatively small compared to the risk of the third party claims and lawsuits), as well as the fact that the vast preponderance of the money to be paid for this project will be paid to others rather than to the Engineer, the risks have been allocated such that Client and Engineer agree, to the fullest extent permitted by law, to limit the liability of the Engineer and the Engineer's agents on the project for any and all claims, losses, costs, damages or any nature whatsoever, or claims expenses from any cause or causes, so that the Total Aggregate Liability of the Engineer and the Engineer's agents to the Client, and anyone claiming by or through the Client, shall not exceed the available limits of the Engineer's Professional Liability insurance policy at the time the claim is resolved [or shall not exceed the total fees paid to the engineer or \$x (usually 2-3x the estimated fee), whichever is greater]. Such claims and causes included, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- g. Ownership: All documentation relative to the Project, to include drawings, specifications and other documents, including computer files, which are prepared by the Engineer in the process of development and execution of the Project are to be used solely for the Project, unless otherwise indicated, and are deemed the property of the Engineer within all common law, statutory and other reserved rights, including the copyright. Copies of these documents may be retained by the Owner for information and reference in connection with the Project

and shall not be used by the Owner or others on other projects, for additions to this Project or for completion of the Project by others without the written consent and appropriate compensation to the Engineer. Submission or distribution of the Engineer's documents to meet official regulatory requirement or for similar purposes in conjunction with the Project is not to be construed as publication or derogation of the rights reserved in this Agreement.

If you have any questions or comments in this regard, please contact me at this office.

Very truly yours,



Gregory B. Fusco, P.E., P.P., C.M.E.
President

GF:jr

And/Proposals/Vincland/NorthStewart/Dt5yatRecon