

RESOLUTION NO. 2021- 478

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VAN NOTE-HARVEY ASSOCIATES INC., CAPE MAY COURT HOUSE, NJ FOR ENGINEERING SERVICES FOR OUTFALL EVALUATION AND REPAIR LOCATED AT SANDWASH, IN AN AMOUNT NOT TO EXCEED \$17,900.00.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2021-52, a Resolution pre-qualifying certain firms to submit proposals for as needed Architectural and Engineering Consulting Services; and

WHEREAS, the City of Vineland has a need for Professional Engineering Services for Outfall Evaluation and Repair Located at Sandwash; and

WHEREAS, the City Engineer has recommended that a contract for the required services be awarded to Van Note-Harvey Associates Inc., Cape May Court House, NJ, in accordance with Professional Services Contract No. C21-0024 and Van Note-Harvey Associates Inc. proposal dated September 14, 2021, pursuant to a fair and open process; and

WHEREAS, this contract is awarded in an amount not to exceed \$17,900.00; 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.

1. NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract for Engineering Services for Outfall Evaluation and Repair Located at Sandwash be awarded to Van Note-Harvey Associates Inc., Cape May Court House, NJ, in accordance with Professional Services Contract No. C21-0024 and in accordance with proposal dated September 14, 2021, pursuant to a fair and open process, in an amount not to exceed \$17,900.00.

Adopted:

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Vice President of Council

ATTEST:

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City Clerk

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



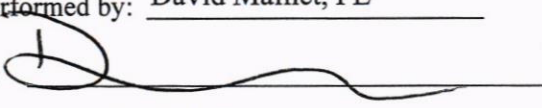
09/23/2021  
(DATE)

1. Service (detailed description): Engineering Services for Outfall Evaluation and Repair
2. Amount to be Awarded: \$ 17,900.00


- 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: 1-01-20-165-1109-23044
6. Contract Period: 1 year
7. Date To Be Awarded: \_\_\_\_\_
8. Recommended Vendor and Address: Van Note Harvey Associates, 211 Bayberry  
Dr., Suite 2-E, Cape May Court House, NJ 08
9. Justification for Vendor Recommendation:(attach additional information for Council review)

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

10. Evaluation Performed by: David Maillet, PE
11. Approved by:   
David Maillet, PE

12. Attachments:
- Awarding Proposal  
 Other: \_\_\_\_\_

• Send copies to:  
**Purchasing Division**  
**Business Administration** 

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

## van note - harvey

211 Bayberry Drive, Suite 2-E  
Cape May Court House, New Jersey 08210  
609-465-2600 Fax: 609-465-8028  
NJ Authorization #24GA28271300  
www.vannoteharvey.com



Since 1894

*Sent Via Email*

September 14, 2021

VNHA File: 45534-070-01

Mr. David Maillet, P.E., City Engineer  
640 East Wood Street  
P.O. Box 1508  
Vineland, NJ 08362-1508

**RE: Proposal for Engineering Services for Outfall Evaluation and Repair  
Located at Sandwash on Block 5202, Lots 44, 45, 46, 47, 48, 54, 55-60, 67-74 &  
Block 4406.5, Lots 61, 62, 63 as shown on City of Vineland Tax Map Sheets 44,  
52, and 52.01  
City of Vineland, Cumberland County, NJ**

Dear Mr. Maillet,

Thank you for again considering Van Note-Harvey Associates, Inc. (VNHA) to perform the consulting engineering services needed to prepare an evaluation and plan to repair existing stormwater outfalls at the above referenced property. Based upon our discussions, it is my understanding that you wish to have all stormwater outfalls at the above-mentioned sandwash cleaned and video inspected, and one outfall repaired. The repair of the one outfall will generally involve design of a system to support the pipe end; connection to the existing pipe; and stabilization of the severely eroded slope. Upon evaluation of the videos, the extent of pipe repair within all outfalls will be determined. Any additional repairs necessary would be outside the scope of this proposal.

Based upon the above understanding, I have prepared this proposal covering a suggested scope of services and fees for your consideration.

### **SCOPE OF SERVICES**

#### **Clean and Video-Inspect Stormwater Outfall Pipes:**

- Perform cleaning and video inspection of known outfalls. Prepare standard report identifying abnormalities and/or damage along the length of the pipe and at pipe ends or structures. Work to include mobilization/demobilization, storm pipe debris removal, labor). This work will be done by a subcontractor through VNHA. A brief description



of known outfalls to be cleaned and video-inspected follows and coincides with the attached location map.

- Outfall #1. Northwest Corner of Sandwash, south of Outfall #2. Upstream storm structure located on McClain Drive cul-de-sac.
  - Outfall #2. Northwest Corner of Sandwash. Upstream storm structure located at Greenwillow Drive dead end.
  - Outfall #3. North Bank of Sandwash. Unable to visually identify outfall in the field due to vegetation and debris. Upstream storm structure located north of bank and homeowner association stormwater pond on Madison Avenue.
  - Outfall #4. Southeast Corner of Sandwash. Upstream storm structure located at Franklin Drive.
- Provide construction observation and oversight during the course of cleaning and video inspection. This work will be done by VNHA.

**Preparation of Engineering Plan and Survey for Repair of Outfall #1:**

- Preparation of Location Map with the above-mentioned outfalls identified and overlaid on aerial photography.
- Preparation of engineering plan for the repair of Outfall #1 pipe, slope stabilization, and all any incidental work. A topographic survey of the area will be prepared as a base for the engineering plan which will show existing conditions in the area of the damaged pipe and eroded slope; proposed pipe with pipe size, material, elevations; and proposed slope stabilization showing contours, support structures including pilings and/or headwalls.
- Preparation of construction easements through private property may be needed.
- Coordination with City of Vineland Engineering Department to review and finalize the plan.
- Preparation of Cost Estimate for Repair Outfall Pipe #1. After Cleaning and Video-Inspection, there will be an evaluation to determine if additional repair work will be needed for the remaining outfalls and associated piping as well as slope stabilization. Any additional repairs necessary would be outside the scope of this proposal.

**Soil Conservation District Application and Plan:**

- Preparation of an application and plan to be submitted to the Cumberland Salem Soil Conservation District.
- Revise plan as required to address any comments and/or revisions required by the Soil Conservation District. For purposes of estimating our fee, it is assumed that these revisions will be minor in nature and will not require extensive changes or unexpected additional documentation.

**Reimbursable Expenses:**

- Reimbursables including but not limited to prints, overnight mail, mileage and other out of pocket expenses.

## **SCHEDULE**

We are prepared to begin work on this project within two (2) weeks after authorization to proceed. Preparation of Location Map; Cleaning and Video-Inspection of pipes (2 days); Evaluation and Preparation of engineering plans; and application to the Soil Conservation District are expected to take approximately thirty (30) calendar days.

## **FEES**

We propose to provide the above outlined scope of services to you as a lump sum fee as follows:

- Clean and Video-Inspect Stormwater Outfall Pipes	\$ 9,300
- Preparation of Engineering Plan and Survey for Repair of Outfall #1	\$ 7,100
- Soil Conservation District Application and Plan	\$ 1,300
- Reimbursables	\$ 200
<b>Total</b>	<b>\$ 17,900</b>

## **ASSUMPTIONS**

- a) The fees quoted and schedule indicated assume that this proposal will be accepted and returned within 30 days. If the proposal is accepted after this 30-day period, the fee and schedule may be subject to change.
- b) The services provided will address the regulatory requirements in effect on this date. Services required by new rules and regulations shall be considered additional services.
- c) The only services to be provided are as outlined in the Scope of Services above. Other unanticipated services including but not limited to any identification, delineation, or mapping of New Jersey Saltwater, Freshwater Wetlands or transition areas; Habitat assessments for Threatened & Endangered plant and wildlife species; and traffic studies, are not included. Any additional services that may become necessary that can be provided by Van Note-Harvey Associates and are authorized by you will be provided on an hourly basis in accordance with the Billing Rate Schedule provided below.
- d) The fees assume that all correspondence, plans, etc., relative to the project will be transmitted utilizing regular postal mail or email. Express mail, airborne, overnight mail or hand deliveries will be provided as a direct charge without markup.
- e) All work proposed herein is in accordance with VNHA's Standard Provisions of Agreement attached hereto and made a part hereof.
- f) No application fees for regulatory agency submissions or reviews are included in this proposal.
- g) The scope for the "Clean and Video-Inspect Stormwater Outfall Pipes" portion assumes work to be completed in two (2) days; to be tax exempt; and to include three (3) ton maximum charge for storm pipe debris. Downtime not caused by the contractor would be charged at \$200 per hour of downtime.



**BILLING RATE SCHEDULE**

(Effective January 1, 2021)

<u>JOB CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$180.00
Sr. Project Coordinator	\$174.50
Project Coordinator	\$164.00
Sr. Project Manager	\$149.00
Project Manager	\$148.00
Sr. Project Engineer	\$144.00
Project Engineer	\$141.50
Engineer	\$117.50
Sr. Designer	\$116.00
Designer	\$110.00
Sr. Drafter	\$106.00
Drafter	\$ 93.00
Drafting Technician	\$ 69.00
Sr. Environmental Specialist	\$118.00
Environmental Specialist	\$111.50
Environmental Technician	\$ 77.00
Sr. Construction Observer	\$103.50
Construction Observer	\$ 97.50
Survey Supervisor	\$139.50
Chief of Survey Party	\$119.00 *
Transitperson	\$ 85.00 *
Rodperson	\$ 64.50 *
Sr. Survey Technician	\$124.00
Survey Technician	\$120.50
Survey D/P Technician	\$119.00
Landscape Architect	\$103.00
Sr. Hydrogeologist	\$135.00
Hydrogeologist	\$131.50
Sr. GIS Specialist	\$139.00
GIS Specialist	\$110.00
Executive Secretary	\$ 81.00
Sr. Technical Typist/Secretary	\$ 80.00
Technical Typist/Secretary	\$ 71.50
Admin. Assistant	\$ 71.50
Data Process. Supervisor	\$ 81.00
Data Process. Tech	\$ 80.00

\*IN THE EVENT STATE/FEDERAL "PREVAILING RATE" REQUIREMENTS APPLY, ADJUSTED RATES WILL BE SUPPLIED

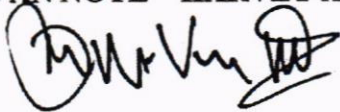
We appreciate the opportunity to prepare this proposal and look forward to assisting you with this project. If the terms and conditions described above meet with your approval, please indicate your acceptance by signing the following:

- 1) This proposal letter, including billing contact information below;
- 2) The attached Standard Provisions of Agreement; and
- 3) Paragraph 15 of the Standard Provisions of Agreement, if applicable.

Please return a signed copy of this proposal to our office for our records.

If you have any questions regarding this proposal or wish to discuss the scope of services as outlined, please do not hesitate to contact me.

Sincerely,  
**VAN NOTE – HARVEY ASSOCIATES, INC.**



James W. Verna, III  
Senior Vice President

JWV/BMP

**ACCEPTED BY:**

\_\_\_\_\_

*(Client)*

\_\_\_\_\_

*(Date)*

*Please provide complete billing and contact information below.*

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

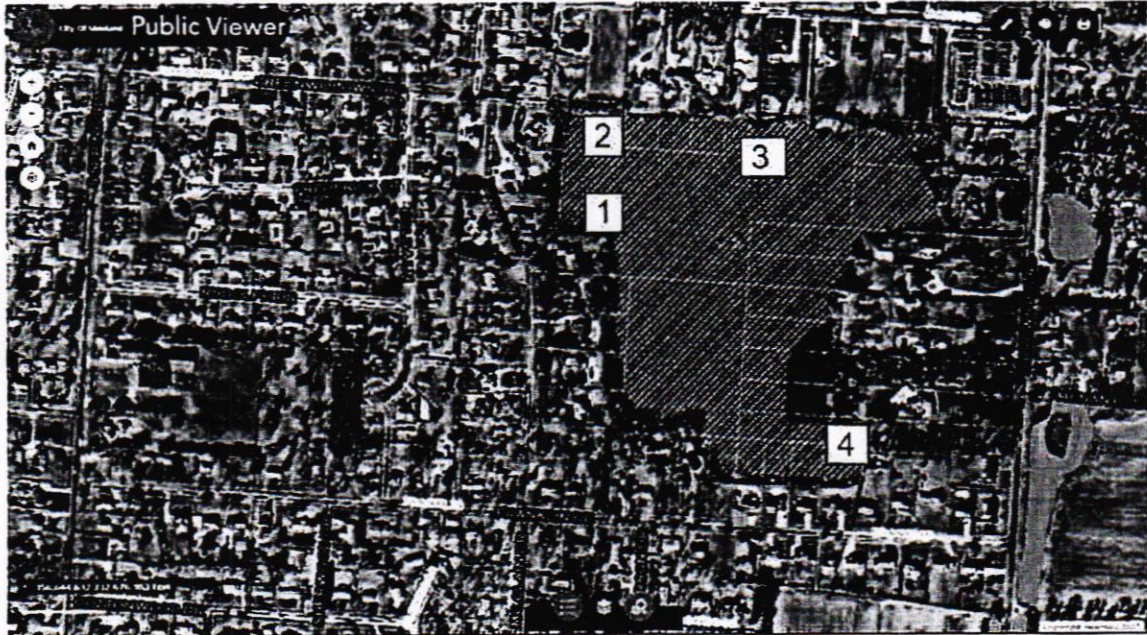
(City, State, Zip Code) \_\_\_\_\_

(Phone No. with area code) \_\_\_\_\_

(Fax No. with area code) \_\_\_\_\_

(Email address) \_\_\_\_\_

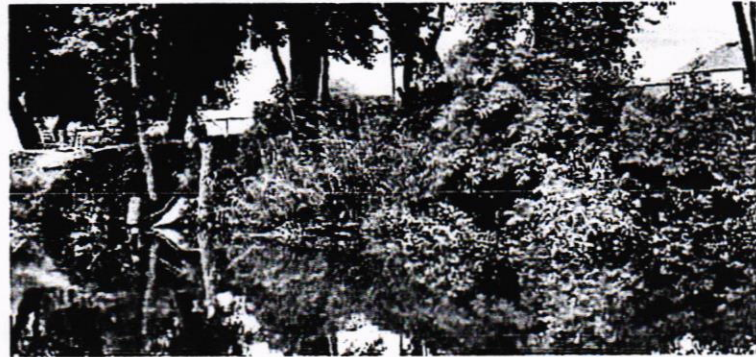




Location Map



Outfall #1



Area of Outfall #3



Outfall #2



Outfall #4



**VAN NOTE-HARVEY ASSOCIATES**  
**STANDARD PROVISIONS OF AGREEMENT**

**1. CHANGES IN SCOPE OF SERVICES** - All changes in project scope or design which are required by the CLIENT, architect, planner or reviewing agencies will be considered additional work. Unless a specific price is agreed to, in advance, and in writing, all project additional work will be billed on a time and material basis using Van Note-Harvey Associates (VNHA) standard per diem billing rate schedule, a copy of which will be supplied upon request.

**2. PROJECT DELAYS** - If VNHA is delayed at any time in the progress of service any specific project or activity by an act or failure to act or neglect of CLIENT or CLIENTS employees, consultants or any other party, or by changes in the scope of the work, by unforeseen circumstances including acts of force nature or without limitation fires, floods, riots, strikes, by foreign or domestic governmental acts or regulations, by delay authorized by CLIENT and not agreed to by VNHA, or by any cause beyond the reasonable control of VNHA, then the time for completion shall be extended, by mutual agreement. If the time for completion is extended for more than nine (9) months, the compensation will be increased automatically by fifteen (15) percent.

**3. MINIMUM DESIGN TIME REQUIRED** - Quoted fees assume that not less than the minimum time requirements for services under each item is provided. Accelerated scheduling (if accepted by VNHA) will require authorization of overtime fee premiums prior to commencement of services. Premiums will be determined by mutual agreement based on the actual schedule requested.

**4. SERVICES BY OTHERS** - VNHA prefers that all work outside our scope of services that will be performed by others be contracted directly to the CLIENT. In situations where the CLIENT insists that work by others be sub-contracted by VNHA, it will be necessary for CLIENT to submit prepayment of subcontractor's fees plus fifteen (15) percent to VNHA prior to the commencement of work by others.

**5. DOCUMENTS** - Any reports, drawing, plans or other documents (copies) furnished to VNHA by the CLIENT shall, at CLIENTS written request, be returned upon completion of the Services hereunder, provided however that VNHA may retain one (1) copy of any such documents. VNHA owns the documents which it produces and client shall obtain prior written consent from VNHA for any other use of such documents not project related. Unless otherwise expressly agreed to in writing by the parties hereto, nothing in this Agreement shall be interpreted to prevent VNHA from application and use of any information learned by it from this project. Neither the CLIENT nor VNHA shall assign his interest in this agreement without the written consent of the other.

**6. INSURANCE** - VNHA is protected by Workmen's Compensation Insurance, and General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished on request. Within the limits of said insurance, VNHA agrees to save the CLIENT harmless from and against loss, damage, injury, or liability to the client caused by the negligent acts or omissions of VNHA's employees, agents and subcontractors and their employees and agents. If the CLIENT requires further insurance coverage, VNHA will obtain said coverage (if procurable) at the CLIENT'S expense to protect VNHA and CLIENT, however, under no circumstances will VNHA be responsible for personal injury or property damage from any cause including fire and explosion beyond the amount and coverage of available insurance. In addition, VNHA shall be included as an additional and intended beneficiary under any hold harmless Agreements against third party suits between the CLIENT and contractor or any other third party including without limitation any other contractor or supplier and any contractor who may perform work or provide material in connection with any services performed by VNHA. The CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the CLIENT further agrees to defend, indemnify and hold VNHA harmless from any and all liability, real or alleged, in connection with the performance of work on this project, except to the extent caused by the sole negligence of VNHA in the performance of its professional services. VNHA will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities and no other warranties, express or implied, are made or intended in any of VNHA's proposals, contracts or reports.

**7. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. VNHA and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. VNHA and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for VNHA to take immediate measures to protect health and safety. VNHA agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. VNHA shall have the right to take any and all measures that in VNHA's professional opinion are justified to preserve and protect the health and safety. In addition, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS ON-SITE NOT OWNED BY CLIENT** - In the event the project site is not owned by CLIENT, CLIENT warrants he has obtained all necessary permissions for VNHA to enter onto the site and conduct subsurface exploration activities. CLIENT must notify VNHA in writing should CLIENT discover the existence of hazardous wastes. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value, and this may spur the property's owner to institute action against VNHA. Accordingly, in such situations, CLIENT waives any claim against VNHA, and agrees to defend, indemnify and save VNHA harmless from any claim or liability for injury or loss of any type arising from VNHA's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT. CLIENT also agrees to compensate VNHA for any time spent and expenses incurred by VNHA in defense of any such claim, with such compensation to be based upon VNHA's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**9. WETLANDS** - State and Federal laws and regulations exist which govern work adjacent to and within wetland areas. Even unintentional violation of wetlands could result in an order to restore the property and/or fines at the expense of the owner/developer. It is the responsibility of the CLIENT to retain VNHA and/or other qualified consultant as necessary to determine the absence of, or extent of wetlands, if any, on site potentially affected by the project as the case may be in accordance with applicable laws and regulations prior to undertaking design. All revisions to the project required as a result of wetlands are not included in the fees quoted and will only be provided as an additional service.

**10. INDEMNIFICATION** - With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described previously and to the extent the same are not covered by the insurance maintained by VNHA, CLIENT shall defend, indemnify and hold harmless VNHA and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of VNHA services under this Agreement including, but not limited to, VNHA professional negligence, errors or omissions.

**11. CLIENTS REPRESENTATION** - The CLIENT represents that it has insurance coverage and/or sufficient assets to fulfill the conditions of the indemnification provision of this Agreement.

**12. CLIENT RELINQUISHMENT OF ANY CLAIM** - The CLIENT agrees that it shall bring no claim for negligence, breach of contract, indemnity or otherwise against VNHA if such claim involves VNHA services as related to pollutants.

**13. CONSTRUCTION CONTINGENCY** - On every project inevitable errors may occur. VNHA suggests that the CLIENT provide a construction budget contingency of five to ten percent of the project construction cost to allow for mistakes that are made by the client, VNHA or the contractor.



## STANDARD PROVISIONS OF AGREEMENT (cont'd.)

**14. CLIENT'S OBLIGATION** - To assist VNHA in performance of the Services hereunder CLIENT shall provide VNHA with all available material data and information in its possession pertaining to the specific project or activity, obtain knowledgeable legal counsel where necessary, consult with VNHA when requested, to convey and discuss materials, data, and information and permit VNHA reasonable access to CLIENT location(s) when necessary and at any reasonable time requested.

**15. LIMITATION OF LIABILITY** - For any damage on account of any error, omission or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event that the CLIENT does not wish to limit our professional liability to this sum, we will waive this limitation upon the CLIENT signing and dating this paragraph in the space provided below and the CLIENT agrees to pay for this waiver an additional consideration of 4% of our total fee or \$400, whichever is greater, to provide one million dollars of professional liability insurance coverage.

\_\_\_\_\_  
Signature of CLIENT

\_\_\_\_\_  
Date

In the event the CLIENT initiates a claim against VNHA, at law or otherwise, for any alleged error, omission or other act arising out of the performance of VNHA professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by VNHA in defending itself against the claim.

**16. INVOICES** - Invoices for work performed will be submitted on a regular basis. Any comments or discrepancies concerning the charges on a given invoice or the quality of completeness of the services rendered, must be submitted in writing, within fourteen (14) days. If no such comments are received, the invoice will be considered correct and payment shall be due within thirty (30) days. Interest (or late payment charge) of 1.5% per month will be billed against each invoiced amount which has not been received within forty-five (45) days of the date of the invoice. At VNHA option, work may be stopped at this time. In the event that VNHA obtains the services of attorneys or collection agencies in order to collect any indebtedness owed by CLIENT hereunder, then CLIENT agrees to reimburse VNHA for all fees for such services, not to exceed 33-1/3% of the amount owed, for the collection of said indebtedness.

**17. SURVEYING SERVICES** - Surveying services which are included in this proposal will be provided with the following assumptions:

- a. **Outbound/property line surveys** do not include topography, wetlands delineation, stream encroachment lines, subdivision data, soil information, zoning/ordinance restriction, regulatory master plan data, information as to the developability or non-developability of the property or any other information unless specifically delineated as being included. The fee quoted assumes that the final survey will require normal research of the current individual property deed and the immediately adjoining property deeds only. Services in conjunction with research of deeds beyond those assumed would be an additional service.
- b. **Topographic surveys** do not include: individual tree locations, sub-surface utility information, outbound property information, easements, information as to the developability or non-developability of the property or any other information unless specifically delineated as being included. Aerial topographic survey will be provided by an independent aerial topographic firm. Ground control will be provided by VNHA. In accordance with aerial topographic mapping standards, the contours are only accurate within 1/2 the contour interval over 80% of the site. The Client must authorize ground topographic mapping of the project should greater accuracy be required.
- c. **Existing Utility & Drainage/Sanitary System Surveys** do not include: subsurface location or elevations of piping or structures which are not visible and accessible from the surface, easements, condition of piping and structures, capacity or adequacy of systems or any other information unless specifically delineated as being included.
- d. **Construction Stakeout** does not include: engineering design, grade sheets, as-built plans, project certifications or any other services unless specifically delineated as being included. It shall be the CLIENT/contractors responsibility to save and protect survey layout stakes and control points. Re-establishing stakes or control points will be considered additional services and invoiced accordingly.

**18. SERVICES NOT INCLUDED UNLESS SPECIFICALLY DELINEATED** -Fees quoted do not include the following: project topographic mapping, outbound survey mapping, tree locations, wetlands delineation, concept design, preliminary or final site or subdivision design, design or surveying of offsite improvements, completion of applications or preparation of application material,

application fees, environmental or community impact analysis, environmental health impact analysis, soils and geotechnical investigations, sample procurement and chemical analysis required, preparation of construction specifications or bid documents, construction engineering, construction observation, shop drawing review, construction surveying, as-built drawing, construction drawing, sanitary sewer, wet-lands or other permits, federal (wetlands or other) permits, county permits, earthwork analysis, estimates of probable costs, water or sewage pump station design, water or sewage treatment plant design, potable waterwell design, percolation testing or septic system design, preparation of Operation & Maintenance Manuals, amendment applications to existing ordinances, franchises, master plans or management plans, traffic studies or geometric design of intersections, attendance at project meetings or public testimony, job conference reports or any and all other services not specifically delineated as being included herein.

**19. GOVERNING LAWS** - This Agreement shall be governed and construed in accordance with the laws of the principal place of business of VNHA.

**20. TERMINATION** - Either party may terminate this Agreement upon seven (7) days written notice to the other party. Upon such termination, CLIENT shall pay VNHA for all Services performed hereunder up to date of termination. In addition, if CLIENT terminates, CLIENT shall pay VNHA the balance of any fee and/or costs and expenses incurred by VNHA prior to receiving notice of cancellation.

**21. MINIMUM WAGE AND AFFIRMATIVE ACTION** - VNHA agrees to act in compliance with the minimum wage laws and the affirmative action requirements of the United States and the State which governs this agreement.

ACCEPTED BY:

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date  
VNHA 12/2013