

RESOLUTION NO. 2021-638

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES WITH CONSULTING ENGINEER SERVICES, SICKLerville, NJ, FOR 141 SHERIDAN AVENUE SITE PLAN, IN AN AMOUNT NOT TO EXCEED \$188,000.00.

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, there is a need for Professional Engineering and Surveying Services for 141 Sheridan Avenue Site Plan; and

WHEREAS, the City Engineer has recommended that a contract for the required services be awarded to Consulting Engineer Services, Sicklerville, NJ, in accordance with Professional Services Contract No. C21-0019 and Consulting Engineer Services proposal dated December 6, 2021, pursuant to a fair and open process; and

WHEREAS, this contract is awarded in an amount not to exceed \$188,000.00; 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract for Professional Engineering and Surveying Services for 141 Sheridan Avenue Site Plan be awarded to Consulting Engineer Services, Sicklerville, NJ, in accordance with Professional Services Contract No. C21-0019 and in accordance with proposal dated December 6, 2021, pursuant to a fair and open process, in an amount not to exceed \$188,000.00.

Adopted:

President of Council

ATTEST:

City Clerk

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

12/7/2021

(DATE)

1. Service (detailed description): 141 Sheridan Avenue Site Plan

2. Amount to be Awarded: \$ 188,000.00

- 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: _____

7. Date To Be Awarded: _____

8. Recommended Vendor and Address: Consulting Engineer Services
645 Berlin-Cross Keys Road, Suite 1, Sicklerv

9. Justification for Vendor Recommendation:(attach additional information for Council review)
C21-0019

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

10. Evaluation Performed by: David J. Maillet

11. Approved by: 
David J. Maillet

12. Attachments:

- Awarding Proposal
 Other: email solicitations

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

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



consulting engineer services
Engineers, Planners, and Land Surveyors

December 6, 2021

David J. Maillet, PE
City of Vineland
640 E. Wood Street
PO Box 1508
Vineland, NJ 08362-1508

Email: dmaillet@vinelandcity.org

RE: Site Plan – Drainage Improvements
141 Sheridan Avenue
Block 7110, Lots 1 and 31
City of Vineland

Dear Mr. Maillet:

Consulting Engineer Services (CES) appreciates the opportunity to provide you with this proposal for professional engineering and land surveying services for the above-referenced project. Our firm is an over 50-year-old local engineering and surveying company that has successfully completed over 5,000 projects.

Based on the information provided, we understand the project and services required as follows:

1.0 PROJECT UNDERSTANDING

The subject property has frontage and access on Sheridan Avenue. The project site consists of the following:

- Block 7110, Lot 1 13.35 ± acres.
- Block 7110, Lot 31 1.27 ± acres.

It is our understanding that the City via the Vineland Development Corporation currently controls the property and is seeking to sell and repurpose the existing site. However, in order to complete a sale, there are some concerns with the performance of the existing on-site drainage system. It currently is underperforming and does not appear to meet current regulations. In an effort to allow the City to market and sell the site there will need to be drainage improvements to bring the site into compliance with today's rules and to effectively redistribute where the runoff collects on-site. We understand that the intent is to generally complete following drainage improvements:

- Evaluate and improve the performance of the onsite basin, potential alternatives:
 - Evaluate groundwater mounding, soil replacement if & where practical
 - Increase the size of the basin or add additional basin(s)
 - Add up stream features on site to improve the basin performance
 - If warranted alter/remove and/or relocate the basin
 - Conversion to a wet basin may need to be evaluated in conjunction with other improvements.

Norman K. Rodgers, III, PE, PLS, CME, CPWM, President
Marie Baaden, PE, CME, Vice President - Municipal Services
Tony Lecane, Vice President - Surveying Services
Steven M. Shriver, Vice President - Business Development
Jay F. Sims, PE, PP, CME, Vice President - Land Development
Michael R. Brown, PE, PTOE, CME, Associate
Adam R. Grant, PLS, Associate
Erik Littlehales, PE, Associate
Paul A. Withohn, PE, CME, Associate
Henry J. Haley, PE, PP, CME, CEO Emeritus

Michael C. Dupras, MS
Lorraine M. Lawyer, PLS
Jarod Thomas, PE
O. Andrew Simkins, PE
Charles J. Chelotti, PE
David J. Cella, PE, CME

- Overflow relief
 - If existing culvert is found crossing the rail road, potential to reestablish pre-existing condition
 - If existing culvert is not found, evaluation of the floodway and establishment of a new rail crossing to be pursued.

The subject property is currently developed, however there may be improvements needed to accommodate the next occupant/owner. Future improvements are presumed to be on the future occupant and not subject to this project. Improvements proposed as part of this project will be reviewed and coordinated with the future site plans to the best extent practical.

The site is located within the I-3 Industrial District. As this project is not proposing improvements beyond drainage, the existing site will be assumed to be in accordance with prior approvals. The building exists in a current location, our office assumes either it meets bulk requirements or has approval for any deviation to the bulk standards.

We anticipate the following services for this project:

2.0 SCOPE OF SERVICES

2.1 Outbound and Topographic Survey

The initial phase of the project will start with the completion of a boundary survey and obtaining locations and elevations on site to provide a base plan to be used for design services. In addition to the on-site work, CES will obtain upstream and downstream information needed for evaluation of the flood plain as relates to the potential crossing of the existing rail line. The rail line will be located, and a profile run along the tracks. Any existing crossing found will be field located.

Plan of Survey (with Property Corner Waiver)

At the onset of the project CES will request from the City copies of a complete recent title report, deeds, and any previous surveys of the site so all easements, exceptions, covenants and deed restrictions are defined for the tract. Research may be performed by CES at the County Courthouse to assure accuracy of the final survey. As part of this task, we will have to research the ownership and location of the railroad right-of-way. The Plan of Survey will meet the standards of the NJ State Board of Professional Engineers and Land Surveys Rules and Regulations, NJAC 13.40-5.

Property Corner Markers

Pursuant to the New Jersey Board of Professional Engineers and Land Surveyors regulations (N.J.A.C. 13:40-5), a surveyor is required to set all property corners where we did not find and recover existing corner markers while performing the survey.

(N.J.A.C. 13:40-5.1d "...Such markers shall be set at each property corner not previously marked by a property marker, unless the actual corner is not accessible, or unless a written waiver signed by the ultimate user and witnessed by a person other than a land surveyor is obtained as set forth in N.J.A.C. 13:40-5.2...")

Iron bars with a yellow plastic identifying cap will be set to replace any destroyed or missing corner marker(s) for an additional charge of \$125.00 each. In lieu of the iron bars, the client may prefer 4" x 4" concrete monuments at an additional \$250.00 per monument.

A waiver has been provided with this proposal for your use, **should you decide not to have property corners set**, please sign it and return it with this proposal. Otherwise, corner markers will have to be set where not found which will incur additional costs.

Site Topography

The site will be overflown by a small unmanned aerial system (sUAS) to capture imagery of currently existing conditions. This imagery will be processed into an orthographic aerial image overlay of the site, georeferenced horizontally to the New Jersey State Plane Coordinate System (NAD83) and vertically (to develop a three-dimension model of the site) to the North American Vertical Datum 1988 (NAVD88) as required by various regulatory agencies.

Physical features will be digitized from the aerial overlay which will consist of buildings, curbs, edges of paving, roadway and parking striping, fences, concrete areas and surface utilities clear of obstructions at the time of the flight. These features will be imported into AutoCAD and spot elevations and contour lines at 1' contour intervals will be generated throughout the site. Additional elevations will be collected by conventional "on-ground" survey methods to verify the aerial accuracy. This would include some spot checks in the wooded areas where we will use LIDAR data if we deem it necessary.

Basin Survey

We will perform an "on-ground" topographic survey of the existing basin which will require accessing the bottom of the basin with the use of our boat. Once the field data has been collected, we will perform volume calculations to determine the existing basin capacity.

Railroad Embankment Survey

We will survey of the existing railroad spur which runs along the south and west sides of the property. We will need to get cross sections and a profile of the embankment in order to determine the best location for any potential storm pipe crossings. We will also check for and verify the information related to any existing storm pipe crossings if they exist.

Burns Avenue Survey

We anticipate surveying approximately 500' of Burns Avenue in order to establish a the probably crossing for storm water flow. We will check for and verify information related to any existing storm pipe crossings if they exist.

Once the Plan of Survey has been prepared and all the topographic features are added, we will have an existing conditions base plan which will be utilized for the conceptual site layout and engineering design plans described below.

2.2 Environmental Field Work

2.2.1 **Wetland delineation** will be conducted. The area will be flagged in advance and/or during the survey field work. The wetlands will be identified and mapped on the project base plans.

2.2.2. **Soil Test Pits** in the existing basin will be completed, in an effort to help identify the constraints of the existing basin. Additional test pits will be completed, and permeability tests completed once the conceptual phase is complete, and a direction is selected for the proposed improvements. Due to the uncertainty of the improvements, we have allowed for 25 total test pits (3 of the pits will be in the existing basin if dry, otherwise the pits will be completed adjacent to the basin). If additional are required due to the design process, we may need to

revisit item of work. CES will sub the test pits out to RPM Engineering. Included as part of their scope of work is the following:

Seasonal High and Current Groundwater Table Evaluation

Up to a total of 25 locations will be investigated at the site. These locations will be investigated through the use of test pits conducted with a trackhoe excavator and each will extend to a depth of approximately 14 feet below existing ground surface. The subsurface soils in these locations will be described. They will also be evaluated for seasonal high groundwater table indicators. Any current groundwater table elevations will also be recorded.

Permeability Testing

In order to determine the permeability underlying the proposed BMP, on-site Single Ring Infiltrometer (SRI) testing will be conducted. One (1) test will be conducted within each test pit, for a total of 25 infiltration tests. The SRI testing will be conducted in accordance with the New Jersey Stormwater Best Management Practices Manual, Chapter 12, dated March 2021 (hereafter referred to as the Manual).

The tests will be conducted within the most hydraulically restrictive soil stratum to be left in place under the proposed basins and/or from an elevation that is above the seasonal high groundwater table elevation. The Design Engineer will be consulted as to the elevation of each test prior to its performance.

It must be noted that if the SRI test needs to be deeper than approximately 5 feet below existing ground surface, SRI testing will no longer be feasible due to safety concerns associated with collapsing test pit sidewalls. In these cases, Cased Borehole Infiltration (CBI) testing will be carried out within the test pits. Once the test elevation has been established, the casing will be set and backfilled by the excavator in order to run the test from the surface. Any CBI tests performed will be conducted in accordance with the Manual.

2.3 Scoping and Conceptual Plans

The initial design phase will include a scoping analysis. Prior to proceeding into hard design, we will provide some preliminary calculations and conceptual plans with potential drainage features. During this process we will outline the site constraints and provide alternatives for discussion with the City.

It is presumed during this phase we will address the following items:

- A. Impacts of upstream areas and flows to the site
- B. On-Site storm system layout and potential modifications/improvements
- C. Soil constraints
- D. Preliminary downstream corridor evaluation and ability to receive additional storm water flow
- E. NJDEP Permits to be obtained

We will provide a Scoping Report and Conceptual Plans as part of this phase of work. Based upon the alternatives available and the desired approach forward, we will begin to complete design plans and reports for submission to the applicable regulatory agencies/boards.

2.4 Major Site Plans

It is assumed that Preliminary and Final Approvals will be sought concurrently. Upon approval of the conceptual layout, CES will prepare the Major Site Plans in accordance with City standards. It is anticipated that these plans will include:

- Cover Sheet
- Existing Conditions Plan
- Site Plan
- Grading and Stormwater Management Plan
- Soil Erosion and Sediment Control Plan, Notes, and Details
- Construction Details

It may be necessary to request waivers once the plans are prepared due to the nature of the project. We are taking a vacant property without an existing use and for this process there may not be a clearly defined proposed use.

2.5 Stormwater Management Design

2.5.1 Stormwater Management Report & Calculations

The project technically does not appear that it will meet the requirements to be defined as a stormwater “Major Development” project, since no site improvements are anticipated beyond drainage enhancements. Any project that exceeds 10,890 SF of regulated surfaces or disturbance of an area in excess of 1-acre shall be defined as a “Major Development” and must comply with the stormwater regulations revised in March 2021.

The new regulations require as a minimum one (1) stormwater management facility for 2.5 acres of development. Considering there is no “new” development this is not a regulatory issue. However the approach to addressing the site will likely show the original site design and surrounding area does not meet this requirement.

Best management practices want less area to a stormwater BMP. Our office will make every effort to comply with the intent of the new regulations. However, the site receives a large upstream area and 2.5 acres to a receiving BMP is likely impractical to achieve. Again, it is not believed that this is a regulatory issue since we are in a not proposing development, but it is an indication as to why the site might not function correctly. In addition, while a site can pass upstream area to the downstream corridor, we are concerned that the rail spur coupled with downstream development may have created a situation where the downstream corridor may not be able to accommodate the flow passing thru the site. Our evaluation will take this into account accordingly.

2.5.2 Stormwater Maintenance Plan

The New Jersey’s Stormwater Management Rules (N.J.A.C. 7:8) require the development of a stormwater management maintenance plan for all stormwater facilities on-site. This plan outlines the requirements of the property owner for long-term inspection, maintenance, and repair of the basin, drainage system, and LID facilities. CES will prepare this plan for submission with the land development applications.

2.6 Flood Plain Analysis

CES will evaluate the ability to provide an overflow pipe and/or simply a culvert under the rail line. Historically the flow path appears that it traveled beneath the tracks and eventually crossed Burns Avenue in route to Petticoat Branch. At a glance it is not clearly defined that this flow path is still viable. Our understanding is that the City would like an overflow to cross the tracks. Due to the drainage area being greater than 50 Acres from the upstream corridor, this will require a flood hazard analysis. CES will use HEC RAS to complete the calculations required for the analysis.

Due to the minimum cover requirements set by Conrail for culverts, the addition of an overflow pipe rail crossing will likely be a submerged and "bubble up" scenario. This will be evaluated during the scoping phase and determined once field exploration and survey base plans are completed. This section includes the following tasks:

2.6.1 NJDPE Method 6 – Calculation Method of Existing FHA

The Calculation Method (Method 6) must be used to determine the existing FHA in instances where an applicant proposes to construct a feature in the floodway. The desire is to either reestablish or establish an overflow pipe crossing the railroad tracks. Per NJDEP guidelines, this analysis will require field survey of the stream along the property line as well as 500 beyond the property lines and an additional 500 feet beyond any stormwater structures the stream crosses.

2.6.2 Engineer's Report

As required components of the Verification Application, CES will prepare an Engineer's Report (N.J.A.C. 7:13-15.4) describing the hydrologic and hydraulic methodology, calculations, and results. The Report will include HEC-RAS model output, and plans showing the delineated existing FHA, as well as applicable maps and figures used in developing the upstream hydrology.

2.6.3 NJDEP Flood Hazard Area Individual Permit – Proposed Crossing

Subsequent to the FHA verification being approved, it will be necessary to prepare an application for an Individual Permit to permit the proposed crossing. This will be completed pursuant to the requirements of NJAC 7:13-12.1, Requirements for Individual Permits, and 12.7, Requirements for a Bridge or Culvert.

This will necessitate demonstrating that the that the proposed crossing will not impact the flood capacity of the stream. It will be necessary to demonstrate that the addition of the span does not increase the water surface elevation in the channel within 500 feet of the property. The HEC-RAS model will be expanded to compare the existing stream at all storm events (2-Year, 10-Year, 25-Year, 50-Year, 100-Year, and FHA Design Flood) to the proposed stream at the same storm events.

2.7 Utility Crossing Plans

It is understood that the City would like to have an overflow pipe/culvert either reestablished or created beneath the existing rail spur. Plans will need to be

2.7.1 Conrail

CES will prepare a plans in accordance with Conrail's standards in order to provide an overflow relief for the site. Appropriate profile, and cross section will be provided as applicable. Exact location of the crossing to be determined during design.

During the initial field exploration of the area, we will seek to find an existing crossing. If found, we will exam the condition of the pipe and see if replacement is needed. If no existing crossing is found, we will then seek to establish a new crossing.

2.7.2 Exelon (Conectiv ROW)

There is noted on the tax map a "Conectiv ROW" and based upon past experience placing storm crossing and infrastructure in Conectiv ROW is prohibited. However, the absorption of Conectiv into eventually PEPCO and then Exelon, may have created an opportunity to complete this type of work by going through an approval process. We will prepare plans under this task, based upon the requirements of the utility company. We anticipate a need to run a profile along the utility lines with elevations of the wires and poles.

2.8 Project Estimates

It is presumed a bond estimate will not be required as part of the project, however we will be completing preliminary estimates during the conceptual phase and refined estimates at the conclusion of the design process.

2.9 Permits and Approvals

Permits and approvals will be required by each of the following agencies. CES will prepare the necessary reports, plans and other documents required for each application. All application fees, expenses for publications and required notifications will be paid directly by the Owner.

The following permits are anticipated due to on-site drainage improvements and a proposed disturbance of greater than 5000 SF.

2.9.1 City of Vineland Preliminary & Final Major Site Plan Application

CES will assist your attorney in the preparation of the application package to the Municipal reviewing Board.

2.9.2 Cumberland Salem Conservation District

A Soil Erosion Control Permit application will be required. CES will prepare a Soil Erosion Control Plan Certification Application and applicable reports and data sheets as warranted.

The following permit are anticipated due to off-site drainage improvements, namely the creation of an overflow pipe.

2.9.3 Conrail Railroad Crossing

CES will work with the City to reestablish a crossing beneath the existing railroad tracks. We will be required to meet the standards for rail crossing established by Conrail. A submission for approval of a new and/or reestablished crossing will be completed as part of this phase of work.

2.9.4 Utility ROW Crossing

Listed on the tax map is a Conectiv ROW; a submission to the parent company Exelon may be required to complete the installation of a pipe crossing. For the purpose of this proposal, we have provided an allowance for this activity.

2.9.5 NJDEP Permit Allowance

Due to the current state of the project, and some of the unknowns that will be vetted during the design process, it is not practical to set a defined permitting approach at this time. If the alternative chosen is to create wetlands because the site constraints do not allow for additional drainage features, then an Individual Permit will be required. At present we anticipate submitting for a wetlands LOI. The value for this item of work is currently inflated to account for some variability in the approach. After the Scoping and Conceptual Plan phase of work we will revisit this item and better define the approach.

Included in this item is a submission related to NJDEP Flood Hazard. In order to install a new and/or reestablish an old culvert under the rail bed there will be a submission to NJDEP required. The drainage area above the potential overflow pipe is in excess of 50 acres based upon USGS Streamstats.

2.10 Meetings, Conference Calls and General Project Management

It is presumed the following meetings and project updates will occur:

- Project Kickoff (at the City & site visit)
 - Review of project goals
 - Request information from the City
 - Discuss timeline and constraints

- Scoping Phase Review (at the City & site visit as warranted)
After the City reviews the scoping report
 - Review existing conditions and project design constraints
 - Discuss alternatives
 - Agree to the preferred alternative

- Design Phase Progress Report (3 - interim Conference Calls and/or Reports)
 - On-site drainage design progress
 - Flood Plain Analysis and crossing
 - Utility Crossing (Connectiv ROW)

- Major Site Plan (can be in person or call)
 - City Engineer Review prior to official submission

- NJDEP Flood Hazard & Conrail Crossing (can be in person or call)
 - Review of Plans/Reports prior to these submissions

- Final Design (can be in person or call)
 - Review of Plans/Specs/Estimate prior to completion

CES intends to invoice this phase of work on a time & materials basis. Preparation for meeting, attendance and applicable exhibits will be invoiced as applicable to this line item. Should additional meetings, beyond the those listed here, be required we may need to seek an adjustment to this line item. No additional out of scope time on this line item will be invoiced without prior approval from the City. Note the Land Use Meeting is included in item 2.9.1; see Section 3 Compensation.

2.11 Final Design

General revisions may be required for municipal land development board and applicable regulatory approvals. CES will prepare a final conforming set based upon the approval process and will during this phase prepare the plans for construction purposes. At the conclusion of this task CES will provide a final plan set and specifications.

3.0 COMPENSATION

The above services will be furnished on a Lump Sum basis, which includes the following:

2.1	Outbound and Topographic Survey	\$ 16,200.00
2.2	Environmental Field Work	
	2.2.1 Wetland Delineation	\$ 4,250.00
	2.2.2 Soil Test Pits	\$ 19,500.00*
2.3	Scoping and Conceptual Plans	
	2.3.1 Preliminary Drainage Calculation (existing conditions)	\$ 9,800.00
	2.3.2 Scoping Report	\$ 4,750.00
	2.3.3 Conceptual Plans	\$ 7,800.00
2.4	Major Site Plans.....	\$ 12,500.00
2.5	Stormwater Management Design	
	2.5.1 Stormwater Management Report & Calculations	\$ 6,400.00
	2.5.2 Stormwater Maintenance	\$ 1,900.00
2.6	Flood Plain Analysis	
	2.6.1 NJDEP Method 6 – Calculation Method of Existing FHA	\$ 12,500.00
	2.6.2 Engineer’s Report	\$ 5,500.00
	2.6.3 NJDEP Flood Hazard Area Individual Permit – Proposed Crossing.....	\$ 9,500.00
2.7	Utility Crossing Plans	
	2.7.1 Conrail	\$ 6,500.00
	2.7.2 Exelon (Conectiv ROW)	\$ 4,500.00
2.8	Project Estimates	\$ 3,500.00
2.9	Permits and Approvals:	
	2.9.1 City Preliminary & Final Major Site Plan Application.....	\$ 6,500.00
	2.9.2 Cumberland Salem Conservation District.....	\$ 2,500.00
	2.9.3 Conrail Railroad Crossing.....	\$ 4,500.00
	2.9.4 Utility ROW Crossing (Conectiv ROW)	\$ 3,500.00
	2.9.5 NJDEP Permit Allowance.....	\$ 25,000.00*
2.10	Meetings, Conference Calls & General	\$ 12,000.00
2.11	Final Design	\$ 8,900.00
	TOTAL	\$ 188,000.00

* Total number of test pits assumed to be 25; this value can be adjusted down if less are completed; conversely if more are needed due to the chosen design, prior to completing additional test pits, additional compensation may be warranted, to be discussed with the City.

**value to be revisited after 2.3 Scoping and Conceptual Plan Phase. Includes anticipated a GP#11 (\$4,200) related to the pipe crossing, the wetland LOI (\$3,200), and related coordination with NJDEP. The allowance of \$25,000 has been set to allow for permitting and related unforeseen issues. For example, if a crossing is established there may be additional work required downstream related to

wetlands, this allowance can help to offset additional tasks required by CES to complete the project. Only items pre-approved by the City Engineer will be invoiced against this value.

***Permit fees are not included. The City should set aside \$20,000 for permit fees. Approximately \$12,000 - \$15,000 is anticipated; this number will be re-visited during the scoping phase.

Additional Services

General - Due to the type of project proposed, we recommend requesting a waiver for any submission item not listed above. If a waiver is not granted, CES can provide these items or other items on an hourly cost basis or a change in the contract can be negotiated

These services may or may not be required for this project and they have not been included in the scope of services. If the scope of work increases, a change in contract price will be negotiated by the parties.

1. Subdivision and/or consolidation of lots.
2. Utility designs (i.e. potable water or sanitary sewer)
3. Utility coordination in conjunction with the site use (i.e. cable, electric, communications)
4. Traffic Impact Study
5. Preliminary Assessment // ASTM Phase I Environmental
6. Wetland Creation Design – it should be noted this may be a viable solution for this site, however the process to complete the design involves a longer design background period (groundwater depth monitoring for a period of time). It also requires a long-term maintenance/ evaluation period to ensure the species survive. If this approach is taken we would need to revisit the proposal and add items such as monitoring wells and data collectors.
7. Tree Survey
8. Any environmental investigation or report not specifically listed above.
9. Off-site improvements design and permitting, including but not limited to sewer extensions, pump stations, water main extensions, other utilities, roadway improvements or any other off-site improvement not specifically included within this proposal.
10. Major design changes, including revisions required by the Planning Board, or Client.
11. Test pits or other substantive underground exploration for locating existing utilities.
12. Requests for additional information by review agencies, which are not specifically required by regulation or a waiver from providing such information has been requested.
13. Cultural and/or archaeological resource study/evaluation.
14. Off-site surveying services not covered in the scope of work services described above.
15. Noise Studies
16. Sheeting and/or bracing design for excavation.
17. Design of dewatering system.
18. Cost for material testing.
19. Construction surveying and/or as-built utility survey.
20. Construction permitting.
21. As-Built Surveys
22. Legal descriptions and/or easement negotiation excluded.
23. Construction Administration and Construction Inspection are excluded.
24. Any other item not covered above

Fees for these services will be furnished at later time if this work should be determined to be necessary or can be provided on an hourly charge basis.

4.0 CONCLUSION

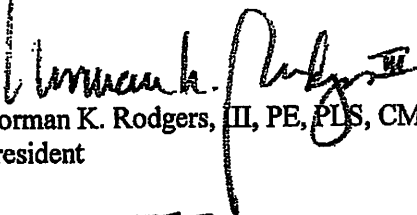
CES proposes to complete the work as described herein for a fee not to exceed \$188,000.00. All fees listed are for a six (6) month period from the date of this proposal. Any changes in scope will shall be authorized in writing prior to completion.


Please review the above and the attached Consulting Engineer Services - Standard Terms and Conditions and if it meets with your approval sign on the space provided and return one copy to our office, with an appropriate purchase order or applicable authorization.

Should you have any questions concerning this proposal please feel free to reach out to our office to discuss.

We look forward to continuing working with you on this exciting project.

Very truly yours,


Norman K. Rodgers, III, PE, PLS, CME, CPWM
President


David J. Cella, P.E., CME
Senior Project Manager

APPROVED:

Signature Date

Name Printed

Enc. Standard Terms and Conditions
Survey Property Corner Waiver

CONSULTING ENGINEER SERVICES STANDARD TERMS AND CONDITIONS

Engineer shall refer to Consulting Engineer Services (CES), its Licensed Professionals and other employees. Client refers to customer entering written or verbal Agreements with CES.

1. INVOICES AND PAYMENTS

Engineer shall prepare invoices in accordance with standard invoicing practices and submit invoices to Client on a monthly basis.

A. For contracts based on actual hours expended or when additional authorized work is required the "Professional Services - Billing Rates" in force at the time of service shall apply. (Current rates attached)

B. Out of office meetings with Planning Boards, Boards of Adjustment, Elected Officials, Local, County and State Boards and Agencies, etc. above the amount noted in the proposal or are not included in the proposal will be billed at the above noted "Professional Services - Billing Rates" based on the hours expended.

C. Unless otherwise specified fees for site visits and meetings will be portal to portal.

D. Should the scope of the project change from the present concept, it shall be cause for renegotiation of the subject fee.

E. Billing will be based on the percentage of work completed, reaching project milestones, and/or hours expended at the Engineer's discretion

F. Any invoice that is not satisfied within thirty (30) days will be subject to interest charges of 1.5% per month (18% per annum) of fraction thereof, and/or any ongoing work may be halted until payment is received. If payment is not received within 120 days, Engineer has the right to consider the project abandoned and suspend or terminate services without any liability to Client.

G. In the event that we have to institute collection procedure and/or litigation arising from or related to the collection of payments, we will be entitled to recover all expenses of collection and/or litigation including but not limited to court costs, responsible attorney's fees, and staff time expended for collection, filings, court appearances and depositions.

H. If services are suspended or terminated due to non-payment of invoices, Client agrees that Engineer will not be responsible for any damages or delays that may result. If an invoice is disputed in good faith, Engineer has the option in its sole discretion to demand payment of that portion not in dispute in order for service not to be suspended or terminated.

I. In the event that any portion of the invoices become past due, the Client agrees that the portion of the services and work product for which payment has not been made cannot be utilized by the Client, his/her agents, successors and assigns.

J. Should the Client decide to suspend or terminate the project, Engineer will be paid for all services and expenses up to receipt of written notice and a final invoice will be calculated, including any efforts expended to close the project after date of notice.

K. Retainers will be credited against the final billing. At the discretion of the Engineer, final payment of all invoices is due upon presentation of any work product or deliverables.

L. The Client is responsible to maintain a secure site and shall be responsible for CES' cost to replace survey controls due to vandalism and/or negligence by the Client and/or his contractor. CES will notify the Client by written change order for additional services, invoiced at CES' prevailing billing rates. CES will proceed with the additional services upon receipt of the Client's signed authorization to proceed with the work.

M. The Client shall not act as adjudicator for alleged back charges for any claims. The Client shall provide written notice to CES no later than 30 days from the occurrence stating the general nature of each claim. CES will

determine the validity of the claim by the Client and/or his contractor. In the event that survey control stakes are missing, CES assumes the construction was improper by the client and/or his contractor and the Client and his contractor shall indemnify CES of consequential damages.

2. REIMBURSABLE EXPENSES

A. All miscellaneous expenses incurred will be billed at actual cost times plus 10%. Such expenses include in-house or special reproduction by outside suppliers, independent consultants/subcontractors hired under Engineer's recommendation, etc. Delivery services will be billed at cost.

B. Drawings, reports, etc. reproduction for submittal to client, client's contractors, building, Local, County, and State Boards and Agencies will be billed at the reproduction rates at time of service.

3. LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

Client and Engineer recognize the risks, rewards and benefits of the Project, and Client and Engineer each recognize that additional limits of professional liability insurance coverage for the Engineer can be purchased by the Engineer for this project and paid for by the Client and/or Owner as a reimbursable expense pursuant to this Agreement. Notwithstanding these considerations and in recognition of this reality, Client and Engineer therefore agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineer, its consultants and their agents, servants and/or employees, for all injuries, damages (including damages to the Project itself) losses, expenses or claims whatsoever related to services provided by the Engineer or its consultants under this Agreement, including but not limited to negligence, errors or omissions, strict liability, breach of contract or any claim whatsoever, shall not exceed the lesser amount of six times the Engineer's total fee paid or due for services under this Agreement or the total amount of any available professional liability insurance for the Engineer at the time that the claim is resolved either by settlement, arbitration award or final judgment. Any requests by Client and/or Owner that the Engineer increase its limits of professional liability insurance coverage must be made in writing to the Engineer within fourteen (14) days of the date of this Agreement.

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client of the Engineer, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

4. STANDARDS OF PERFORMANCE

A. The standard of care for all professional services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's respective professional practicing under similar circumstances at the same time and in the same locality. This standard of care shall not be judged by later standards. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services.

C. Client shall make decisions and carry out other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Engineer.

D. Client shall provide all information and knowledge Client has pertaining to the project including existing and past surveys, plans, title reports, environmental contaminates, studies, undocumented knowledge such as possible past landfill locations, and other available data pertinent to the project. Such unknown and undocumented issues are the responsibility of the client.

E. Should any ordinances, regulations and/or laws relative to Environmental or Regulatory Agency approvals change during the execution of this project, it shall be cause for renegotiation of the subject fee.

F. The Client understands that any construction cost estimates or budget evaluations, written or oral, provided by the Engineer are only representative of the Engineer's judgment as a design professional based in part upon past projects which may not be entirely similar to the current project. It is recognized, however, that neither the Owner and/or Client nor Engineer have control over the cost of labor, materials or equipment, or the contractor's methods of determining bid prices, or competitive bidding, market or negotiating conditions, or variations in the project. Therefore, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any budget provided to Engineer or from any construction cost estimate for a valuation prepared or agreed to by the Engineer. As such, any construction cost estimate or budget evaluations cannot be used as more than a general idea of the actual cost of the item/work in the current project. The Engineer assumes no responsibility for the accuracy of opinions of project for construction costs. Owner should employ an independent cost estimator if costs are deemed inappropriate or engage Engineer to bid out the project through accepted methods.

G. During the Construction Phase, Engineer shall not supervise, direct or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work.

H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

I. It is understood that if Client elects not to include Site Visits for the purpose of Project observation or inspection during construction, such services will be provided by Client and Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or inspection and waives any claims against Engineer that may be in any way connected thereto.

5. OWNERSHIP OF DOCUMENTS

A. Any and all information in the proposal or on the plans is confidential and proprietary property of Consulting Engineer Services (CES).

B. All documents including drawings, specifications, field notes and calculations and electronic data prepared or furnished by Engineer pursuant to this Agreement are instruments of service. Engineer shall retain ownership and property interest in them. The Client may obtain copies for information and reference in connection with the project, but these documents are not intended or represented to be suitable for reuse, or additions or alterations to the project. The Client's aforementioned license to use the instruments of service is dependent upon the Client's substantial performance of its obligations under this Agreement, including prompt payment in full of all fees and expenses for services rendered when due. In addition, the reasonable costs of research and reproduction for copies of records shall be paid. In the event Client uses the instruments of service in violation of this Agreement, Client releases Engineer and its consultants from all claims and causes of action arising from such uses, and to the fullest extent permitted by law, further agrees to defend, indemnify and hold harmless the Engineering and its consultants from all costs and claims, including the cost of defense.

6. ASSIGNMENT OF CONTRACT

Engineer and the Client jointly agree that assignment, delegation of duties, subletting or transfer of any rights under or interest in the contract shall not be done without the specific written consent of the other. This shall not prevent Engineer from employing independent consultants to assist in the

performance of this Agreement.

7. MISCELLANEOUS ITEMS

A. This Agreement shall be governed by the Laws of the State of New Jersey

B. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations and/or statutes of repose shall commence to run after a meeting of the parties to discuss the grievance and/or, not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the Certificate for payment for acts or failures to act occurring after substantial completion. In no event shall such statutes commence to run any later than the date when the Engineer's services are substantially completed.

C. To the extent any damages are covered by property insurance during construction or afterwards, the Client and Engineer waive all subrogation rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Engineer, as appropriate, shall require of the contractors, agents, Owner if applicable, and employees of any of them similar waivers in favor of the other parties enumerated herein.

D. The Client and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Client's rights and obligations under this Agreement. The Engineer shall execute all consents reasonably required to facilitate such assignment.

E. This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Engineer.

F. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Engineer.

G. This Agreement may be terminated by either party upon not less than seven (7) days notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

H. This Agreement may be terminated by either party upon not less than (30) days written notice for any reason whatsoever, in which case the Engineer shall be paid such portion of its fees determined by percentage of work completed by the Engineer through the date of termination.

8. INSURANCE

The Engineer shall procure and maintain insurance as set forth below. Insurance may be increased at Client/Owner expense per Item 3.

A.	Workmen's Compensation Statutory	
B.	General Liability	
	Each occurrence	\$1,000,000
	Personal & Adv Injury	Included
	Medical Exp. (Any 1 person)	\$ 10,000
	Annual Aggregate	\$2,000,000
	Umbrella	\$5,000,000
C.	Hired and Non-Owned Auto Liability - Combined Single Limit)	\$1,000,000
D.	Professional Liability	\$2,000,000 per Claim \$2,000,000 Aggregate/Yr.



consulting engineer services

Engineers, Planners, and Land Surveyors

WAIVER AND DIRECTION NOT TO SET CORNER MARKERS

TO: Norman K. Rodgers, III, P.E., P.L.S., CME

FROM: David Maillet, PE - City of Vineland
640 E. Wood Street
Vineland, NJ 08362
 (Name, address and telephone number of the Ultimate User)

RE: Block 7110, Lot 1 & Block 7110, Lot 31, City of Vineland
 Property (Lot and block number, municipality or other identifier)

This is to advise that I/we have been made aware of my/our right to have corner markers set as part of a survey to be performed on the aforementioned property. In addition, I have been made aware of the potential impact of signing the waiver including: (1) the possible need for a future survey as a result of physical improvements to the property, such as a fence, addition, deck, pool, or shed, and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my property. The right to have corner markers set is hereby waived, and you are directed to perform the land survey without the setting of corner markers as provided by the regulation (N.J.A.C. 13:40-5.2) of the State Board of Professional Engineers and Land Surveyors.

Ultimate User's Signature

Date

Witness' Signature

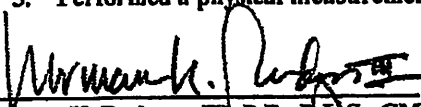
Date

Name of Witness (Typed or Printed)

Address of Witness (Typed or Printed)

I certify that I have:

1. Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property.
2. Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor.
3. Performed a physical measurement of the property.



 Norman K. Rodgers, III, P.E., P.L.S., CME
 New Jersey Professional Engineer and Land Surveyor
 New Jersey License # 39710

Date