

RESOLUTION NO. 2022- 282

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ADAMS, REHMANN AND HEGGAN ASSOCIATES, INC., HAMMONTON, NJ FOR ENGINEERING SERVICES FOR THE MEMORIAL PARK DAM REPAIRS, IN AN AMOUNT NOT TO EXCEED \$47,500.00.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2022-17, a Resolution pre-qualifying certain firms to submit proposals for as needed Architectural and Engineering Services; and

WHEREAS, the City of Vineland has a need for Professional Engineering Services for the Memorial Park Dam Repairs; and

WHEREAS, the City Engineer has recommended that a contract for the required services be awarded to Adams, Rehmann and Heggan Associates, Inc., Hammonton, NJ, in accordance with Professional Services Contract No. C22-0052 and Adams, Rehmann and Heggan Associates, Inc.'s proposal dated June 16, 2022, pursuant to a fair and open process; and

WHEREAS, this contract is awarded in an amount not to exceed \$47,500.00; 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 the Memorial Park Dam Repairs be awarded to Adams, Rehmann and Heggan Associates, Inc., Hammonton, NJ, in accordance with Professional Services Contract No. C22-0052 and in accordance with proposal dated June 16, 2022, pursuant to a fair and open process, in an amount not to exceed \$47,500.00.

Adopted:

President of Council

ATTEST:

City Clerk

22-021

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



6/20/2022
(DATE)

1. Service (detailed description): Professional Services for Memorial Park Dam Repairs

2. Amount to be Awarded: \$ 47,500.00

- 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: 2-01-20-165-1109-23044

6. Contract Period: 1 year

7. Date To Be Awarded: _____

8. Recommended Vendor and Address: ARH Associates C 22-0052
215 Bellevue Avenue PO Box 579 Hammonto

9. Justification for Vendor Recommendation:(attach additional information for Council review)
Solicited quotes through Purchasing Department.

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

10. Evaluation Performed by: David J. Maillet, PE

11. Approved by: [Signature]
David J. Maillet, PE

12. Attachments:
 Awarding Proposal
 Other: _____

• Send copies to:
Purchasing Division
Business Administration *[Signature]*
**** If more than one account #, provide break down**



Principals
Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

22-021

June 16, 2022

Miguel A. Mercado, QPA
Purchasing Agent
City of Vineland
Purchasing Department
640 E. Wood Street
P.O. Box 1508
Vineland, NJ 08362-1508

Re: Request for Quotation for Memorial Park Dam Repairs
ARH #P2022.0266

Dear Mr. Mercado:

Please find attached a cost proposal in response to your Request for Quotation for Memorial Park Dam Repairs.

ARH would be pleased to provide professional engineering services to complete biddable plans and specifications related to repairs needed at Memorial Park Dam as identified in *Regular Visual Dam Inspection for Memorial Park Dam (NJDEP #35-24)* (Pennoni Associates, 09/2021). As part of this work, ARH will submit a complete Permit Application to the NJDEP Bureau of Dam Safety including said construction plans and specifications in addition to an Engineer's Report and all associated calculations necessary to receive Bureau approval for the proposed dam rehabilitation.

If you require any additional information, please contact me at our Hammonton office at 609-561-0482 extension 3132 or by email at lcrehm@arh-us.com. Thank you for the opportunity.

Sincerely,

Linda Campbell Rehmann, Ph.D.
Water Resources Engineer

Enclosure(s): 1

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com

Proposal For Professional Services

Thank you for the opportunity to present to you the following proposal on behalf of ARH Associates. After discussing and reviewing your goals associated with the Memorial Park Dam Repair project, we would like to present the following Action Plan and Critical Path to assist us in serving as your **client partner**.

Section I. Contact Information

Project Name:	Memorial Park Dam Repairs
Project / Site Location:	Memorial Park Dam (NJ #35-24) 367 S Lincoln Avenue (CR 655), Vineland NJ (Block 4501 Lot 17, Block 4502 Lot 1)
Proposal Presented to:	Miguel A. Mercado, QPA Purchasing Agent
Representing:	City of Vineland Purchasing Department 640 E. Wood Street P.O. Box 1508 Vineland, NJ 08362-1508
Proposal Presented by:	Assigned Project Manager
Linda Campbell Rehmann, Ph.D.	Mark Herrmann, P.E., C.M.E., C.F.M.
Water Resources Engineer	Chief Engineer
609-561-0482	609-561-0482
lcrehm@arh-us.com	mherrmann@arh-us.com
Client Proposal Number	ARH Proposal Number
	2022.0266
Date Presented	Revision Number
June 16, 2022	



Proposal For Professional Services

Section II. Project Information

Project Objective:	Complete biddable plans and specifications related to repairs needed at Memorial Park Dam as identified in <i>Regular Visual Dam Inspection for Memorial Park Dam (NJDEP #35-24)</i> (Pennoni Associates, 09/2021). ARH will submit a complete Permit Application to the NJDEP Bureau of Dam Safety including said construction plans and specifications in addition to an Engineer's Report and all associated calculations necessary to receive Bureau approval for the proposed dam rehabilitation.
Project Details:	Rehabilitation of the dam will involve tree and vegetation removal from both upstream and downstream embankment side slopes, embankment compaction, grading, and stabilization or armoring, and spillway and associated structural repairs. The area associated with an abandoned low-level outlet as well as stormwater outfall structures along the embankment may require particular attention. This rehabilitation design will bring the dam into compliance with Dam Safety Standards (NJAC 7:20). All survey work required for design is also included in this scope of work.
Project Background:	Memorial Park Dam is an earthen embankment dam with parallel concrete weir and flashboard spillway structures and associated entrance channel, exit channel, apron, and culvert at its western abutment. The dam conveys South Lincoln Avenue (CR 655). A low level outlet pipe was grouted in place and abandoned in 2013. Based on an H&H Analysis completed in 2013 and approved by Dam Safety, the dam is currently unable to safely pass the Spillway Design Storm (SDS) equivalent to the 100-year storm event (1,209 cfs). Under these conditions, the dam overtops by a maximum depth of 1.4 feet (76.9-75.5) over a distance of approximately 500 LF and a total overtopping flow of 827 cfs.

The project will begin:	Projected Date:
Within two weeks of authorization.	Permit Application submittal to Dam Safety by September 30, 2022.

As part of this proposal, ARH will provide the following services using our in-house team:

- Surveying of dam embankments, structures, and ancillary features
- Dam rehabilitation design
- Preparation of NJDEP Bureau of Dam Safety Permit submittal, including construction plans and specifications

In addition, ARH will utilize the following subcontractors on this project:

Please see below for information regarding the subcontractors and any terms and condition alterations to their use.

None.

Final Deliverable:	
<i>The project will be deemed complete upon the execution or delivery of:</i>	
A complete NJDEP Dam Safety Permit application package for dam rehabilitation, including complete construction plans and specifications, Engineer's Report, forms, mapping, and cost estimate.	
Projected Completion Date	Number of Phases for Completion
Submittal to City review by 9/12/2022	1
Final Submittal to Dam Safety by 9/30/2022	
Total Cost:	\$47,500

Proposal For Professional Services

Section III. Critical Path to Completion / Scope of Services

- This project will be overseen by ARH Chief Engineer Mark Herrmann, PE, CME, CFM who specializes hydrology and hydraulics and has extensive experience in dam rehabilitation assessment and design.
- ARH Vice President of Land Survey, Richard Heggan, PLS, PP will serve as the lead licensed land surveyor reviewing and signing the base plan which will be used for design and submittals to Dam Safety.
- The team will also include Linda Campbell Rehmann, PhD, Water Resources Engineer.

Scope of Services:

Pre-Construction Dam Survey

- Establish control and tie points for design and construction.
- Survey of spillway (concrete and timber), footbridge, wall, culvert, and apron details (all located at the western dam abutment).
- Dam topography (± 600 LF) – including 25' sections upstream & 50' sections downstream: EOP, TOB & BOB both upstream and downstream.
- Edge of water upstream.
- high water line upstream and downstream of spillway including bottom of bank within pond
- Locations (guiderail, fence, utility poles, stormwater, etc.).
- Extents of trees on downstream embankment.
- Upstream and downstream in-water cross section at spillway including 1-section at intake and 1-section downstream of apron.
- Base Plan – will be in NJ State Plane Coordinate System, NAD 83, & NAVD88, and drawn at a scale of 1"=30'.
- Boundary information will be tax map and/or based on a review of City files or County plans for South Lincoln Avenue (CR 655).
- LiDAR will be used to supplement field data through calibration with designated points.

Geotechnical Data

- Based on sediments exposed in eroded areas as well as the history of the dam (originally constructed in 1937), it is anticipated that the embankment is comprised of native sandy soils. Therefore, NRCS soil mapping and other available data will be used to quantify the soil parameters for embankment fill during design, to be verified by the Contractor as needed.

Proposal For Professional Services

Dam Rehabilitation Design

ARH Associates had the opportunity to perform the Regular Visual Inspection of Memorial Pond Dam in 2017; as part of that scope of work, ARH provided the requisite Inspection Report in addition to site maps, photo log, and a cost estimate for rehabilitation. Based upon a review of that investigation as well as the more recent 2021 Inspection Report, conditions have not significantly changed in the intervening years. ARH will prepare a full set of design plans and specifications to address the following:

- Site clearing – Including general vegetation removal on both embankments and stump grinding (both existing stumps and pursuant to additional tree removal). Large debris downstream of the spillway discharge area (including concrete pieces) should be addressed.
- Tree removal - Including the removal of approximately thirty (30) large diameter, mature trees on the downstream slope of the embankment, ranging in diameter from 12" to 36" in 2017, and a few trees on the upstream embankment in the vicinity of the spillway.
- Spillway and structural repairs - Spillway repairs include parging or resurfacing the concrete spillway walls and repointing the bricks on one side of the upstream entrance channel. Any other necessary repairs (e.g., to railings or footbridge) will also be incorporated.
- Embankment fill, compaction, grading – After removing all vegetation, trees, and grinding stumps, all areas will be repaired and additional work performed to provide the minimum embankment slopes (i.e., 3H:1V upstream and 2H:1V downstream). On the upstream side, there is ± 250 linear feet of embankment at a 2:1 slope; to regrade to 3:1 would take approximately 75 CY of material assuming an average height of 4 feet. On the downstream side, there is ± 150 linear feet of embankment at a 1:1 slope; to regrade to 2:1 would take approximately 180 CY of material assuming an average height of ± 8 feet. An approximate total of 255 CY of fill would be needed.
- Embankment armoring - Since the dam overtops during the spillway design flood (SDF), the downstream slope must be armored to protect against erosion and breaching during an overtopping event. Per the H&H Study prepared by CES in 2013 (and approved by Dam Safety), the recommended spillway design flood (SDF) is the 100-year storm. For the 100-year storm event, the depth of overtopping is 1.41 feet with a unit discharge of 4.4 CFS/FT. The ratio of overtopping height to dam length is about 0.003, using an approximate overtopping width of 500 linear feet. This small ratio (less than 0.08) indicates that surface erosion would occur. Articulated concrete block matting and riprap both exceed the design limits for overtopping depth, unit discharge, and flow velocities. ARH will work with the City and Dam Safety to determine the most economical, effective design to satisfy the design standards.
- Topsoil, fertilizer, seed, and stabilization matting – would be necessary to stabilize the areas where the dam embankment will be regraded on the upstream side. The area to receive this material would be 250 linear feet by approximately 13 feet wide, for an area of 3,250 SF or about 360 SY. If desired by the City, alternative stabilization can be investigated for the upstream embankment slope.
- Cleaning and videotaping existing pipe (in coordination with County if required) – this item is recommended to ensure that all storm pipes are functioning properly and are not damaged or collapsed, thereby compromising the embankment.

Proposal For Professional Services

Rehabilitation Plans & Specifications

- A full set of construction plans will be prepared to NJDEP Dam Safety and NJDOT 2019 standards, including cover sheet, existing and proposed plans, cross sections, details, and soil conservation plan and notes.
- Technical Specifications will be provided to enable the City to bid the job. Anticipated sections will follow the design scope outlined above. Bypass pumping or other means of isolating the spillway repair areas will be addressed.
- A construction cost estimate will be prepared based on the plans and specifications, current pricing, and availability of materials.

NJDEP Bureau of Dam Safety Permit Application

A technically complete application in accordance with Dam Safety Standards (NJAC 7:20) including preparation of necessary application form, engineer's report, plans and specifications. Both hardcopy and digital submission will be made in compliance with Dam Safety's current protocol and will be provided to the City. Coordination of City signatures required for this application will be made with the City, along with a two (2) week review period of the permit application package prior to submission. Dam Safety Permits do not require a fee payment. Any onsite meetings with Dam Safety will be completed on an hourly rate basis. Two (2) remote coordination meetings are included here in order to consult with Dam Safety on the rehabilitation strategy prior to submittal.

Project Coordination with Stakeholders:

Property Owner Information - The City of Vineland is the only owner on record for Memorial Park Dam. The City will be asked to supply all available information regarding the dam, including any available site plans, inspection reports prepared prior to 2014, photographs, historical information, and correspondence with Dam Safety (including the H&H approval letter).

Site Access – Tax mapping indicates that both upstream and downstream embankments are City-owned, while the right-of-way (estimated at 65 to 85 feet wide within the dam limits) is County-owned. Coordination of site access between ARH, the City, and the County will be completed accordingly.

No roadway closure for survey work is anticipated; cones and flags will be placed for safety, but work will not encroach upon the paving.

Coordination with County – Because South Lincoln Avenue is a County Road (CR 655), it is often the case that the culvert passing beneath the roadway is County-owned. ARH will work with the City to coordinate any culvert repairs with Cumberland County if needed.

Proposal For Professional Services

Schedule and Deliverables:

ARH will provide the following*:

1. Preliminary Design for discussion with Dam Safety 8/28/2022
2. Final Plans and Specifications for City review and signatures 9/12/2022
3. Submittal to NJDEP Bureau of Dam Safety 9/30/2022
4. After submission of the application to Dam Safety, ARH will respond to all questions and review comments until final approval. This effort will be billed at the hourly rates in accordance with the Standard Rate Chart provided under COV RFQ #2021-50.

*All timelines are reliant upon the turnaround time ARH Associates receives necessary signatures and documents for submission. ARH has been successful in the past with communicating any changes in schedule to Dam Safety and adjusting if needed.

Section IV. Costing Information:

Total Cost Proposal	\$47,500.00
Contract Type:	Lump Sum
Invoicing: (Unless detailed otherwise, please see our Standard Terms and Conditions for invoicing details)	Project to be Invoiced Monthly on a Percentage Complete Basis.

Proposal For Professional Services

Section V. Specific Exclusions

The following items are specifically excluded from the current scope of work, but pricing can be provided if needed:

- Property Easement preparation or filing, or access agreement preparation;
- Geotechnical borings;
- Administration of funding sources;
- Seepage and Stability Analyses (not recommended in 2021 Inspection Report);
- NJDEP Freshwater Wetlands General Permit and/or Individual Permit;
- NJDEP Lake Lowering Permit;
- Fish Salvage permitting or coordination;
- Vegetation Surveys or Wetlands Delineation;
- Targeted Floral/Faunal Species Surveys;
- Cultural Resource Phase I and II Archaeological Surveys;
- Cumberland Salem Conservation District Soil Erosion and Sediment Control Permitting;
- Construction Inspection Program and Dam Safety Reporting;
- Construction Management, Bidding and Contracting;
- Emergency Action Plan;
- Operations & Maintenance Manual, and
- Meetings with State/City/County Officials beyond those detailed here.

Proposal For Professional Services

Section VI. Standard Terms and Conditions

1. Unless withdrawn sooner, proposals are valid for thirty days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Adams, Rehmann and Heggan Associates, Inc, or any subsidiary or affiliate of Adams, Rehmann and Heggan Associates, Inc, ("Consultant"). Client agrees not to use or to disclose to third parties any technical or pricing information without Consultant's written consent.
3. No work shall commence until Consultant is in receipt of this signed proposal along with the retainer required. Receipt of same shall be considered as authorization to proceed with the work described in this proposal.
4. Unless agreed upon in writing within ten (10) days of Proposal acceptance, payment is due upon receipt of invoices as submitted, and Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than thirty (30) days past due. If an invoice is thirty (30) or more days past due, Consultant may suspend services and refuse to release work until Client has paid all amounts due, including interest charges. Unless Consultant receives written notice of Client's dispute of an invoice within thirty (30) days of the invoice date, the invoice will be presumed correct.
5. All drawings, sketches, specifications, and other documents ("Documents") in any form, including electronic, prepared by Consultant are instruments of Consultant's services, and as such are and shall remain Consultant's property. Upon payment in accordance with the terms of the agreement contemplated by this proposal ("Agreement"), Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using, or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Use of the Documents in violation of this paragraph without the express written consent of Consultant is prohibited and shall be at Client's sole risk. Client agrees to indemnify, defend, and hold harmless Consultant from any claims, damages, losses, liabilities, and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Consultant's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may require revisions in scope, schedule, or fee. All changes to scope and cost shall be in writing.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide timely specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays, or defaults by suppliers of materials or services, acts of God, or acts or regulations of any governmental or regulatory agency.
8. Where the method of payment is based on hourly rate, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. In the event this agreement is entirely terminated, or the work is abandoned in whole or in part with or without cause, Consultant shall be paid such part of the fee as earned to the date of termination. No termination of

Proposal For Professional Services

this Agreement by Client will be effective unless Client gives seven (7) days prior written notice by certified mail with the reasons and details, and Consultant is afforded an opportunity to respond and where appropriate cure. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Consultant incurred for commitments made prior to cancellation. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus an equitable adjustment to provide for costs incurred by Consultant for commitments made prior to cancellation

10. Consultant will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There are no third-party beneficiaries of this Agreement unless specifically agreed to in writing.
11. Consultant does not represent or warrant that any permit or approval will be issued by any reviewing governmental or regulatory body. Consultant will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Consultant cannot guarantee that any such application will be considered or will conform to all applicable requirements. Payment of Consultant's fee for professional services is in no way contingent upon approval by any reviewing agency. Not included in this proposal are revisions to plans required by any agency reviewing same.
12. Consultant will maintain at its own expense Workman's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance.
13. Client and Consultant have considered the risks and rewards associated with this project as well as Consultant's total fee for services. Client agrees that, to the fullest extent permitted by law, Consultant's total aggregate liability (including the liability of its officers, directors, employees, agents, subcontractors and consultants) to the Client (and anyone claiming by, through or under the client) for any and all injuries, claims, losses, expenses or damages arising in any way from the work or services of this Agreement from any cause or causes is limited to the total fee received by Consultant under this Agreement or \$50,000, whichever is the greater amount, such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability or breach of contract or warranty.
14. IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, CONSULTANT AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES; OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim (whether directly, in the form of a third-party claim or claim for indemnity) against Consultant unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and, in the discipline, related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If Client does not retain Consultant to render construction phase services, Client waives any claim it may have against Consultant and agrees to indemnify, defend and hold harmless Consultant from any loss or liability, including attorney fees and other costs of defense, arising out of or related to the interpretation of Consultant's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Consultant's plans and specifications.

Proposal For Professional Services

17. Unless and until a court determines that Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Consultant's giving failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Consultant and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorney fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Consultant under this paragraph, Consultant shall have the right to select its attorneys.
18. Client agrees to pay Consultant's hourly rate if Consultant or any of its employees is subpoenaed to testify as a fact or opinion (expert) witness in any court proceeding, arbitration, or mediation to which the Client is a party.
19. If required under the scope of services, Consultant shall visit the Project site to become generally familiar with the progress and quality of the work for which Consultant prepared contract documents. Consultant shall not make exhaustive or continuous onsite inspections, and Consultant's services do not include supervision or direction of the contractor's work. Observation by Consultant field representatives shall not excuse the contractor for defects or omissions in its work. Consultant shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
20. Unless otherwise provided in this proposal, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials or underground structures at the Project site.
21. Client and Consultant waive consequential damages arising out of this Agreement. The parties also waive any claim for any damages for which they are insured before, during or after project completion. This provision shall also be included in any contract between Owner and Construction Contractor or Vendor.
22. Client agrees that it will require as a term or condition of any contract for construction between itself and any Contractor or Vendor a provision that Contractor or Vendor will indemnify, hold harmless and default Client and Consultant for any harm or damage of any type whatsoever that shall occur to any person or party which arises in any way from the work, services or products provided by the Contractor/Vendor. Owner shall also require that Contractor/Vendor have Client and Consultant as additional insured on all applicable insurance coverages required under the contract.
23. If there is a conflict or inconsistency between any expressed term or condition in the proposal and these General Terms and Conditions, the proposal shall take precedence. The proposal and these General Terms and Conditions constitute the entire Agreement and supersede any previous agreement or understanding.
24. This Agreement shall be governed by the laws of the State of New Jersey.
25. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other.
26. In the event of property damage or financial loss for which either the Client or the Consultant is covered by property, casualty or any other form of insurance, neither party shall make a claim for such damages against the other except to the extent that the damages are not covered by the applicable insurance coverage nor shall either party permit its insurance carrier to make any subrogation claim against the other to the extent of the amount paid by the carrier for the loss. Both parties will require of their contractors, subcontractors, subconsultants and vendors similar loss and subrogation waivers for any project which is the subject of this Agreement.


Proposal For Professional Services

Agreement Page

I have reviewed the proposal submitted and agree to the terms and conditions set forth.

In signing this document, I acknowledge that I have reviewed and agreed to the conditions set forth in:

- The Project Information detailed in Section II
- The Scope of Service outlined in Section III
- The Cost Proposal and payment terms listed in Section IV
- The list of specific exclusions enumerated in section V
- The standard terms and conditions listed in Section VI

City of Vineland	ARH Associates
	
Print Name:	Print Name: Linda Campbell Rehmann, PhD
Title:	Title: Water Resources Engineer
Date	Date: 06/16/2022
Proposal Acceptance Agreement	
Acceptance of this document represents a formal agreement between the signee and ARH Associates unless a subsequent contract is signed by both parties at your request. In the event there is a discrepancy between the two documents.	
<ul style="list-style-type: none">• If specific elements of schedule, scope and cost are not specifically enumerated in the subsequent contract, this document shall prevail.• If there are discrepancies in the contractual terms and conditions such as liability or payment schedules, the subsequent contract shall prevail.	