

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF MOUNT OLIVE AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH CAREAGA ENGINEERING INC. FOR ENGINEERING
SERVICES IN CONNECTION WITH THE MOUNT PLAYMORE PROJECT**

WHEREAS, the Township is need of engineering services for the Mount Playmore project at Turkey Brook Park; and

WHEREAS, Careaga Engineering Inc. has submitted a proposal setting forth the necessary scope of services to be performed includes verifying existing site conditions, site grading plan and footing design, stakeout of foundations, engineering, supervision, meetings during construction; and

WHEREAS, Careaga Engineering Inc. has agreed to provide all the services set forth in a letter dated January 23, 2014 for a lump sum amount of \$6,200.00

NOW, THEREFORE BE IT RESOLVED by the Township Council, Township of Mount Olive that it does hereby authorize the Mayor and Township Clerk to execute a Professional Services Agreement with Careaga Engineering Inc. for providing professional service in connection with the Mount Playmore project at Turkey Brook Park at cost not to exceed the sum of \$6,200.00, subject to the Chief Financial Officer issuing a certification of available funds.

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council Vice President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on January 28, 2014.

Lisa Lashway, Township Clerk

January 23, 2014
CE Project 9542

Mr. Gary Lindsay
Township of Mount Olive
204 Flanders-Drakestown Road
PO Box 450
Budd Lake, NJ 07828

Re: Professional Services Proposal
Turkey Brook Park- Mount Playmore

Dear Mr. Lindsay:

In accordance with your request, we offer this proposal for engineering and surveying related to the above project.

We have spoken with Leather Associates, and based on our discussions, we would budget a maximum \$6,200.00 for all necessary engineering and surveying for the project, with the following scope of work is anticipated:

I- Verify Existing Site Conditions

Our office will complete an initial field survey of the property to verify existing conditions onsite, establish survey control.

We will meet with you onsite to discuss various grading options on the property. The property slopes approximately 5 feet in the proposed playground area. The amount of site work and the foundation design details proposed will vary based on the site grading for the installation.

We recommend test pits be performed onsite to verify depth to ledgerock and existing soils conditions at various depths on the property. If you can supply the backhoe for the test pits, we will direct your operator where to dig onsite, and we will witness and document the soils conditions as required. We anticipate this will take us less than one hour with the backhoe to complete this work.

Total Price Phase I- \$ 950.00

II- Site Grading Plan and Footing Design

We will supplement the existing Leather Associates drawings with a revised concrete foundation design drawing, and site grading plan, and will provide detailed dimensions, rebar installation details, and other miscellaneous details per current code building code requirements.

Site Grading Plan and Foundation Design Drawings: \$1,950.00

III- Stakeout of Foundations

We will prepare necessary survey stake locations in the computer, and perform a field stakeout of the proposed foundation locations for the proposed concrete pads and pier locations, with cut sheets as necessary by the site contractors.

Survey Stakeout for All Foundation Pads and Piers: \$1,800.00

IV- Engineering/Supervision/Meetings during Construction

During the construction process, we would anticipate a number telephone conversations, emails, site meetings, and miscellaneous additional engineering details may be necessary to address specific site conditions encountered.

We can complete the additional work at hourly rates per the attached fee schedule, but recommend a maximum budget as follows:

Engineering and Surveying Supervision Construction: \$1,500.00

We will periodically submit invoicing for the above work, showing in detail all work complete to date and the itemized amount of the invoices. Payment terms are per typical Township requirements.

If you find this contract to be acceptable along with the attached General Conditions, kindly indicate so by executing in the place set forth and returning one (1) copy to us. If you should have any questions regarding this proposal please do not hesitate to contact us.

Sincerely,



Careaga Engineering, Inc.
Jeffrey J. Careaga, P.E.

enc. GCP2014
2014 Fee Schedule

The above contract terms and conditions are acceptable, and payment will be made upon receipt of invoice, or be subject to a 1 3/4% per month interest fee.

Note any Limitations to Contract: _____

Signed

Date

Title

2014 FEE SCHEDULE

Licensed Professional Engineer	\$ 165.00/hour
Licensed Professional Land Surveyor	\$ 150.00/hour
Principal Professional Engineer	\$ 195.00/hour
Licensed Architect	\$ 150.00/hour
Certified Landscape Architect	\$ 145.00/hour
Senior Designer/Project Manager	\$ 125.00/hour
CAD/ Civil Designer/ Architectural Designer	\$ 95.00/hour
Cad Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Field Representative	\$ 80.00/hour
Lead Survey Technician	\$ 95.00/hour
Survey CAD Technician	\$ 80.00/hour
Survey Field Crew (2 Man)	\$ 155.00/hour

Office Administration/Documentation

Clerical/Reproduction Labor	\$ 55.00/hour (min 1 hour for correspondence)
Deliveries	\$ 40.00/hour

In House Reproduction

Letter Size Paper	\$ 0.10 each
Legal	\$ 0.10 each
11" x 17"	\$ 0.15 each
Plans 24" x 36"	\$ 4.00 each (Xerox) plus Administration
30" x 42"	\$ 6.00 each (Xerox) plus Administration
Mylars 24" x 36"	\$ 22.00 each
30" x 42"	\$ 30.00 each

Outside Expenses

Billed at cost plus 10% including but not limited to Subcontractors expenses, outside reproduction fees, mail, office services, Federal Express, etc.

Payment

*Net Due upon receipt
1 3/4% per month interest on past due invoices*

Please note these fees are subject to change on January 1, 2015

1 **1. SCOPE OF WORK:** Careaga Engineering, Inc. (CE) is to complete all work indicated on the attached proposal in accordance with applicable
2 State and Local engineering and surveying practices at the time of this contract. In the event of a change in law, rule, regulation, code, standard or
3 similar document, CE shall assess the impact on the project. If it is the professional opinion of CE that the change will significantly affect the cost or
4 scope of the professional services, the cost of professional services are subject to change. The Client recognizes the CE must perform all services in
5 accordance with prevailing professional standards and ethics, and will be conducted in a manner consistent with that level of skill and care ordinarily
6 exercised by members of the profession currently practicing under similar conditions. Final adjustments to dimensions may be required at time of
7 construction stakeout, and Client shall advise CE prior to start of construction, and Client will verify dimensions prior to construction. Any
8 discrepancy to be brought to the attention of CE prior to completion of any contemplated work. The cost for environmental permitting is not
9 included unless specifically itemized in the proposal. Client recognizes that virtually all engineering plans submitted will require revisions to the
10 initial design prior to approval. CE will not act as project manager and will not follow up with any approval agency unless Client desires CE to
11 perform project management functions at additional cost per the hourly fee schedule attached. If a situation arises that may result in violation of
12 applicable laws, standards and/or ethics, CE will advise the Client so that a mutually satisfactory solution can be established. If no mutually
13 satisfactory solution can be obtained, either party may terminate the agreement in accordance with the termination provisions contained herein.

14 **2. PAYMENT:** Client agrees to pay CE periodically as the project progresses, with payment terms due upon receipt of product, or as agreed to in
15 writing. Release of final or as-built drawings is contingent upon payment of all outstanding invoices. Any comments or discrepancies relative to
16 said products or invoices shall be submitted in writing within ten (10) days. If no error is reported within this period, the account will be considered
17 correct. Accounts will be subject to a monthly finance charge of 1.75% after 30 days. Where the proposal identifies separate tasks, bills may be
18 rendered monthly reflecting the percent completion of each task. Should the contract be abandoned or terminated by the Owner/Client, fees reflecting
19 the percent completion of each task shall be billed as of the date of the termination. CE reserves the right unilaterally to terminate or postpone
20 contemplated services when an overdue balance has accumulated. Retainers shall be credited on the final invoice. Price only valid if contract is
21 within 60 days of date of issuance of proposal. If work on the various phases outlined in this proposal is not completed within one (1) year of the
22 date of this proposal, CE reserves the right to renegotiate the quoted prices herein. If overtime is required to meet Client contractual obligations,
23 scheduled meeting dates, or accelerated deadlines, CE will require additional compensation for same and will invoice the Client accordingly. Pricing
24 specified in proposal is based on anticipated hours to complete typical scope of services, if additional time is required due to site specific
25 requirements, changes in regulations and State or Local approval requirements, deed overlaps or gores with neighboring properties, variance
26 requirements, or other delays beyond the control of CE, the actual cost to client to complete the work is subject to change based on actual hours
27 worked on the project. Services for flat fees are limited in scope to strict interpretation of the task descriptions. Any work not specifically outlined in
28 this proposal will be provided on a hourly plus expense basis in accordance with the prevailing schedule of hourly rates which are in effect until the
29 end of the current calendar year, and at that final cost of product is subject to change. Where required, revisions to drawings, telephone, e-mail,
30 meetings, site inspections, other correspondence, and other additional services will be rendered at standard hourly rates prevailing at that time.
31 Specifically excluded from this agreement, unless specifically noted in the proposal, are project management and expediting costs, any and all third-
32 party fees, cost of mailings, application fees, escrow fees, and witnessing fees, and follow up of applications and permit status which to remain the
33 responsibility of the Client.

34 **3. REPRESENTATIONS:** Client warrants and represents that Client has legal right to authorize work on subject property. In the case of property
35 under contract for purchase, Client to have written permission from current property for Owner to allow work to be completed onsite by CE. Client
36 agrees to allow CE employees unimpeded access to the project site and the Clients' properties until final completion and final payment for work
37 completed by CE. Where the Owner/Client requests CE to rely on background information prepared by others, the Client warrants that proper
38 compensation has been paid in return for said information. CE may be required to verify or assume locations of subsurface utilities or other
39 information during the course of work, and Client agrees to hold CE harmless from any liability or damages as a result of the inability to directly
40 measure inaccessible utilities, subsurface water spring locations, and pre-existing surface water problems. Upon review by the approval agency, the
41 agency may uncover variances necessary and zoning/land use board or other approvals may be required. Client understands that other professionals
42 may be required to obtain approval for some properties including but not limited to legal, environmental, traffic, and planning, and other
43 professionals. CE may not have a professional available to attend first available daytime or night hearings for variances or planning board
44 applications due to prior commitments, and shall not be held responsible for damages due to delays in the approval process. The Client further agrees
45 to hold CE harmless from any and all liabilities relating to the use of this information, including claims of copyright infringement, which may arise.
46 Engineering and surveying services may result in minor damage to property (soil log holes, tree and plant removal or damage, concrete monuments,
47 inspection access holes, etc.) which the CE shall not be held responsible for. CE employees or subcontractors will make every effort while onsite to
48 restore the property to its original condition, but CE shall not be held responsible for fine grading, tree replacement, landscaping and seeding of
49 property, sheetrock repair for inspection holes, painting, etc. In the event that any of these warranties and/or representations by Client are ultimately
50 found to be inaccurate in any respect whatsoever, Client shall be responsible for all costs incurred by CE in connection with addressing the
51 inaccuracy plus twenty (20) percent for profit and overhead, including collection and legal fees if applicable. Client warrants that Client shall contact
52 CE immediately if any problems with the engineering design or problems with the installation are encountered, and will allow CE to correct any
53 problems prior to contacting any other consultants or contractors. Client shall not withhold payment to CE if costs of improvements are above
54 desired construction budget. Client to forward all revised drawings to the contractor prior to the start of construction, and shall inform contractor to
55 verify the latest design documents and any conditions of approval with the Engineer and Municipality prior to the start of construction. All
56 dimensions on engineering drawings are subject to verification by accurate survey at the time of construction stakeout. If CE does not provide
57 construction stakeout services for layout of design work by CE, Client shall provide or notify CE prior to installation of the work, and provide CE
58 with stakeout information for verification of design accuracy prior to installation of improvements. If Client does not allow CE to perform
59 construction stakeout or verify design at time of construction stakeout, the Client assumes all liability for installation problems. If the contractor
60 hired by the Client performs standard work, any correspondence, additional inspection and engineering fees shall be the responsibility of the
61 Client. Any outside consultant fees, contractor costs to rectify problems, cost for attorney fees, or consequential damages, shall not be the
62 responsibility of CE if the Client fails to contact CE immediately upon becoming aware of any problem which CE may be held responsible for, and
63 allow CE a reasonable amount of time to correct the problem.

64 **4. AVAILABILITY OF SITE:** Client hereby warrants and represents that the site is in such a condition that CE shall be able to start work
65 immediately after the signing of this agreement. Client further warrants and represents that it will engage in every reasonable effort to make certain
66 that the work of any other professionals, contractors, material suppliers and/or others shall not in any way delay or interfere with the work of CE. In
67 the event any material supplier and/or subcontractor of CE increases its price as a result of said delay, Client shall pay, within 10 days of delivery of
68 the material to the job site and/or performance of the work, the increased cost incurred by CE. Client agrees to provide right-of-access to the

1 property and holds CE harmless for claims of trespass or damages to other properties unless CE provides lot boundary verification and survey
2 stakeout of property boundaries prior to completion of work. CE reserves the right to display CE signage on the property per local ordinances for up
3 to 30 days after completion of the work, and/or after final payment for work completed on the property. **5. INSURANCE:** CE will maintain the
4 minimum workmen's compensation as required by law, and will maintain general liability insurance in an amount of not less than \$1,000,000.00

5 **6. PERFORMANCE:** CE shall perform all work in a good and workmanlike fashion, but makes no warrantee of approval by State of Local
6 authorities for design work completed. The Client shall indemnify, save, defend and hold harmless CE, its officers, directors, employees, agents and
7 subconsultants from and against any and all claims, damages, losses and expenses (including attorneys' fees) arising out of or in any way connected
8 with this project or the performance of services by any of the above-named parties where such claims, damage, loss or expenses is caused in whole or
9 in part by the negligence, error, omission or strict liability of the Client, its officers, directors, employees, agents, subconsultants, or anyone directly
10 or indirectly employed or retained by the Client. The provision of services by CE carries no warrant of long term functioning of septic systems,
11 stormwater systems, or other engineering designs, but will work with Client at reduced hourly rate cost to help diagnose operational problems.
12 Changes to local water table and direction of subsurface flow of water may occur upon completion of any subsurface or above ground water
13 discharge system. Payment for services is not conditioned on the cost of proposed improvements, or actions as may be taken by such agencies, and
14 Client shall correspond with agencies for approval status or pay CE at hourly rates for Client and Agency phone or email (preferred) correspondence
15 related to permit or application status and/or modifications required by the review agencies to obtain approval. CE reserves the right to subcontract
16 portions of the work. The scope of services completed by CE requires certain assumptions to be made, including but not limited to subsurface
17 conditions. Client is advised that because evaluation of the existing structures, subsurface water flow, or site conditions requires that certain
18 assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending sums of money or
19 destroying adequate or serviceable portions of the structure or site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold CE
20 harmless from and against any and all damage, liability, and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising
21 out of the professional or other services under this Agreement, except for the sole negligence or willful misconduct of CE. In recognition of the
22 relative risks and benefits of the project to the Client and CE, the Client agrees, to the fullest extent of the law, the total aggregate liability of CE is
23 limited to the fee paid to CE for any professional services by the Client.

24 **7. OWNERSHIP OF DOCUMENTS:** Drawings, diagrams, specifications, calculations, reports, processes, digital imaging or other digital records,
25 computer processes and software, operational and design data, and all other documents and information documented or produced in connection with
26 the project as instruments of service, regardless of form, shall be confidential and the exclusive proprietary information of CE, and shall remain the
27 sole and exclusive property of CE, whether the project for which they are made is executed or not. Until payment of all outstanding invoices, the
28 Owner/Client shall not have or acquire any title to or ownership rights in any of the documents or information prepared by CE. Upon payment in full
29 for all services completed, the Owner/Client shall be permitted to retain printed copies and CAD drawings files only in connection with the
30 Owner's/Client's use and occupancy of the project, and Owner shall not distribute design information to others without written permission from CE.
31 The documents and/or information shall not be used or reused by the Owner/Client on other projects, for additions to this project, for completion of
32 this project by others, or for any other purpose for which the documents were not specifically prepared, except with the express written consent of CE
33 and appropriate compensation to CE. The Owner/Client shall defend, indemnify and hold CE harmless from and against any claims, losses, liabilities
34 and damages arising out of or resulting from the unauthorized use, reuse or alteration of the documents. Reproduction, postage and delivery costs
35 which will be added to each monthly invoice are part of the client's responsibility and shall not be utilized by Client until all outstanding account
36 balances have been satisfied. The product of CE services is plans, specifications, and reports duly signed and sealed by a professional engineer or
37 land surveyor. Electronic drawing files are not prepared or checked by a professional engineer or land surveyor and are not to be considered a
38 product of our services. Electronic drawing files may differ from the final plans and construction plans may differ from what was actually
39 constructed. It is the responsibility of the Client or Client representative to compare the electronic files to the final plans and/or final construction
40 and notify CE within 30 days of any discrepancies. Any use of the electronic files by the Client, contractor, or a representative for the Client to
41 determine coordinates, distances bearings, or other measurements for construction stakeout, or design is done solely at the risk of the Client.
42 Electronic drawings are protected under the copyright laws of the United States of America, and are provided for the sole use of the Client. The
43 Client shall not alter, copy, transmit or otherwise reproduce any electronic drawing without the written consent of CE. If any of the information or
44 data delivered in electronic drawing files is altered, whether inadvertently or otherwise, or if the electronic drawing is converted from the system and
45 format used by CE to an alternate system or format, the Client agrees to indemnify and hold harmless CE.

46 **8. APPLICABLE LAW AND LIMITATION OF LIABILITY:** This agreement shall be governed by the laws of the State of New Jersey. The
47 Client agrees that, to the fullest extent permitted by law, the total liability of CE to the Client, its successors, heirs and/or assigns for any and all
48 injuries, claims, losses, expenses, consequential or other damages arising out of this agreement from any cause or causes shall not exceed the total
49 contractual fee. Such causes include, but are not limited to, negligence, errors, omission, loss of operations, strict liability and breach of contract on
50 the part of CE. **9: JOBSITE SAFETY:** Unless otherwise specified or agreed upon herein, it is understood by all parties involved with the project
51 that CE is not responsible for the implementation, discharge or monitoring of safety standards or practices that may or may not exist at or near the
52 tract of land that is the subject site of our work. CE employees and inspectors are not responsible for verifying conformance to OSHA standards,
53 sheeting and shoring methods, verifications of safety measures related to open excavation. **10. NOTICES:** Any and all notices furnished pursuant to
54 this agreement and/or between the parties with respect to the project in question shall be furnished as follows and shall be effective within 24 hours if
55 sent by Federal Express or Express Mail and within 48 hours if sent by Certified Mail, Return Receipt Requested.

56 **11. OPPORTUNITY TO CORRECT:** In the event of any breach of this agreement by any of the parties hereto, the other party shall furnish notice
57 and shall, with respect to any terms other than payment, permit the other party fifteen (15) days to correct the breach. Both parties agree to pre-suit
58 mediation. With respect to payment, the party not in breach shall furnish the other party with five (5) days notice. If the breach is not corrected
59 within the time period set forth herein, then the breaching party shall be in full breach of contract and the other party CE shall reserve all rights and
60 remedies available pursuant to law, subject to pre-suit mediation. The breaching party shall be responsible for all attorney or mediation fees, and/or
61 collection costs for the other party to correct the breach. **12. BENEFICIARIES:** Unless otherwise expressly agreed in writing, it is agreed that there
62 are no third party beneficiaries of this Agreement. The Client may not delegate, assign, sublet or transfer his duties or interest in this agreement
63 without the expressed written consent of CE. **13. ENTIRE AGREEMENT:** This agreement sets forth the entire agreement between the parties. No
64 verbal representations and/or agreements and/or representations or warranties shall be binding upon any of the parties unless agreed to in writing.

65 **14. CAPTIONS:** The captions contained in this Agreement are solely for purposes of organization and are not to be viewed as terms of this
66 agreement.

67 **15. SEVERABILITY:** If any word, phrase, paragraph, or any portion of this agreement is deemed to be illegal and/or unenforceable, that portion of
68 the agreement shall be considered null and void, and the remaining portions of the agreement shall remain in effect.