



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
www.ucimprovementauthority.org
(732) 382-9400 (732) 382-5862 fax

Resolution No. 30-2018

Date: May 2, 2018

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING SERVICES CONTRACT AMENDMENT No. 1 TO NEGLIA ENGINEERING ASSOCIATES FOR THE OAK RIDGE PARK PROJECT

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
☒ YES ☐ NO ☐ NONE REQUIRED
UNION COUNTY IMPROVEMENT AUTHORITY

Lisa M. da Silva

Mark B. ...

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				
<i>Bornstad, Treasurer</i>	✓		✓				
<i>D'Elia</i>	✓		✓				
<i>Hockaday</i>	✓		✓				✓
<i>Huff</i>	✓		✓			✓	
<i>Lattimore</i>	✓		✓				
<i>Salerno, Secretary</i>		✓					
<i>Rountree, Vice-Chair</i>	✓		✓				
<i>Scutari, Chairman</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING
SERVICES CONTRACT AMENDMENT No. 1 TO NEGLIA ENGINEERING ASSOCIATES
FOR THE OAK RIDGE PARK PROJECT**

WHEREAS, a regular meeting of the Union County Improvement Authority (the "Authority") was held on May 9, 2018; and

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40: 37A-44 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, pursuant to UCIA Resolution 21-2018 Neglia Engineering Associates was authorized to perform certain engineering services for the Oak Ridge Golf Course Project; and

WHEREAS, the Authority desires to authorize additional or amended engineering services, as outlined in the March 2, 2018 Change of Scope Proposal for Professional Engineering and Landscape Services to Oak Ridge Park Sports Complex of David R. Atkinson, P.E. P.P., C.M.E., Principal Engineer; and

WHEREAS, the Authority authorizes Neglia Engineering Associates to perform all necessary tasks, including but not limited to engaging a qualified licensed landscape architect, who specializes in historic landscape to assist in the preparation of the landscape plan to provide screening of the sports complex from the old homestead as well as to provide plantings that are native and appropriate for the site as set forth in their March 2, 2018 Proposal, in an amount not to exceed \$44,000.00, the remainder of the terms and scope of services from the original contract remain the same.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:

1. The Authority hereby approves the Change of Scope Proposal for the Oak Ridge Park Sports Complex for additional services required for Engineering and Landscaping Services in an amount not to exceed \$44,000.00.

2. The Authority approves the continued work as outlined in the March 2, 2018 Change of Scope Proposal of Neglia Engineering Associates, prepared by David R. Atkinson, P.E., P.P., C.M.E., Principal Engineer.

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: March 2, 2018

TO: Mr. Daniel P. Sullivan, Executive Director
Union County Improvement Authority
1499 Route 1 and 9
Rahway, NJ 07065

FROM: Thomas R. Solfaro, P.E., C.M.E., C.P.W.M
David R. Atkinson, P.E., P.P., C.M.E.

RE: Change of Scope - Proposal for Professional Engineering and Landscape Services
Oak Ridge Park-Sports Complex
Township of Clark, Union County, New Jersey
UNIOCTY14.011

Neglia Engineering Associates (NEA) has received the following request to provide additional Professional Engineering Services for the above referenced project.

It is NEA's understanding that the Union County Improvement Authority (UCIA) received approval from the State of New Jersey Department of Environmental Protection Natural & Historic Resources office with conditions as stipulated in a letter dated December 20, 2017. As a result of the conditions within the approval there are a number of conditions that are out of scope services. Such items consisted of engaging a qualified licensed landscape architect, who specializes in historic landscape, to assist in preparing a landscape plan to provide screening of the sports complex from the old homestead as well as to provide plantings that are native and appropriate for the site.

This agreement, when approved by the UCIA, will be completed on a lump sum basis for a cost of **Forty-Four Thousand Dollars and Zero Cents (\$44,000.00)** representing additional Engineering and Landscape Services.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign, date this agreement, and return to our office to serve as our notice to proceed or provide a resolution of approval, accepting the terms of this proposal.

I. SCOPE OF SERVICES AND BUDGET

Phase I – Tree Inventory:

Neglia Engineering Associates in consultation with a qualified licensed landscape architect, who specializes in historic landscape will perform a tree inventory within the 12 acre +/- proposed disturbance area for the track, field, multipurpose building and associated parking area. The Tree Inventory shall include on a survey the location within the park, species, diameter, approximate age of the tree, and whether the tree is of the golf course era or predates that time period.



Phase II – Landscape Plan and Buffering of the Sports Complex:

Neglia Engineering Associates in consultation with a qualified licensed landscape architect, who specializes in historic landscape shall prepare a landscape plan for submission to HPO for review and approval for the area immediately surrounding the proposed sports complex. The plan shall incorporate additional landscape buffering to obstruct the views from the homestead as well as the residents located along Oak Ridge Road. Additionally the landscape plan shall incorporate plantings around the multipurpose building as well as trees within the islands of the parking. The landscape plan shall include additional tree plantings to help offset the tree removal that will be required to construct the track and field. Includes within this phase of the work will be coordination with the HPO regarding the color of the track, fence materials, and details and quantity related to the field lighting.

Phase III – Landscape Plan for Homestead:

Neglia Engineering Associates in consultation with a qualified licensed landscape architect, who specializes in historic landscape shall prepare a landscape plan for submission to HPO for review and approval for the area directly surrounding the Homestead. The plan shall include appropriate landscape adjacent to the Homestead as well as in the locations that the non-contributing buildings are removed.

Reimbursable Expenses:

Neglia Engineering Associates has included a project phase and budget for reimbursable expenses. Reimbursable expenses include but are not limited to reproductions, express mailings, courier service, mileage, and parking. We have provided an estimated budget for reimbursable expenses. Please be aware that the budget is an estimate. We will invoice your office for the actual reimbursable expenses expended and adjust the project budget and estimated project phase budget accordingly without further authorization. The UCIA will be required to provide all review and submittal fees associated with applicable project permits (i.e. NJDEP, soil erosion, etc.). Detailed expense reports will be provided upon your request.

II. DELIVERABLES

We will prepare and forward one copy of the aforementioned items as mentioned above.

III. TIMEFRAME

Neglia Engineering Associates is prepared to initiate services upon receipt of a signed and sealed copy of an Award of Resolution. Documents shall be ready for submission to the reviewing agencies within two (2) months of authorization.



IV. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project.

<u>Engineering and Landscape Services</u>	\$ 43,900.00
Phase I, II, and III [Lump Sum] Sub Total	\$ 43,900.00
 <u>Reimbursable Expenses – Phase I</u>	 \$ 100.00+
Reimbursable Expenses [T&M] Sub Total	\$ 100.00+
 PROJECT GRAND TOTAL	 \$ 44,000.00

- + Since Neglia Engineering Associates is not aware of the required reimbursable expenses at this time, this project budget includes an estimated budget for the said expenses. Please be aware that the estimated expense budget and the lump sum budget shown on page one of this proposal will be adjusted based upon the actual amount of reimbursable expenses utilized. Our office will provide detailed reports listing expenses utilized at your request.

V. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, boundary survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of foundations, retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include geotechnical engineering studies / services which include but are not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDEP permitting unless otherwise mentioned within



the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

VI. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS:

Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY:

Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY:

The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee



or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION:

If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE:

Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE:

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK:

The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of



termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

ARTICLE VIII - REUSE OF DOCUMENTS:

All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW:

Any element of this Agreement held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS:

Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION:

All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered



into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.



GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.



Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Engineering Associates

A handwritten signature in black ink, appearing to read 'D. Atkinson', with a long horizontal stroke extending to the right.

David R. Atkinson, P.E., P.P., C.M.E.
Principal Engineer

Attachments

2018 Municipal Hourly Billing Rates

Accepted this _____ day of _____ 2018
(OR RETURN RESOLUTION OF APPROVAL)

By: _____

Title: _____



NEGLIA ENGINEERING ASSOCIATES

**2018 MUNICIPAL
HOURLY BILLING RATES**

PRINCIPAL	\$178.00
PRINCIPAL ENGINEER / PRINCIPAL MANAGER	\$170.00
DIRECTOR/SENIOR PROJECT MANAGER	\$165.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00
SENIOR ENGINEER	\$155.00
DESIGN ENGINEER	\$125.00
ENGINEERING ASSISTANT	\$ 98.00
PROFESSIONAL PLANNER	\$160.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$140.00
LANDSCAPE DESIGN	\$108.00
COMPUTER AIDED DESIGNER	\$100.00
CONSTRUCTION MGMT / PROJECT COORDINATOR	\$130.00
TECHNICAL OBSERVATION LEVEL 1	\$105.00
TECHNICAL OBSERVATION LEVEL 2	\$ 95.00
PRINCIPAL SURVEYOR	\$160.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$152.00
SURVEY ANALYST	\$128.00
3 MAN SURVEY CREW	\$195.00
2 MAN SURVEY CREW	\$160.00
1 MAN SURVEY CREW (GPS)	\$145.00
CERTIFIED WETLAND DELINEATOR	\$152.00
LICENSED COLLECTION SYSTEM OPERATOR	\$130.00

REIMBURSABLE EXPENSES

PAPER PRINTS (All Sizes)	\$ 2.00/sheet
MYLARS	\$15.00/sheet
COLOR PRINTS	\$53.00/sheet
PHOTOCOPIES (Black & White)	\$.15/page
PHOTOCOPIES (Color)	\$.25/page
MILEAGE	\$.55/mile
SUB-CONSULTANTS	10% administrative fee

Rates Effective January 01, 2018