



UNION COUNTY IMPROVEMENT AUTHORITY

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

Resolution No. 57-2019

Date: September 11, 2019

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL CONSULTING SERVICES AS PART OF THE OCCUPANCY & SPACE UTILIZATION NEEDS OF COUNTY PROPERTIES 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

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR GEOTECHNICAL
CONSULTING SERVICES AS PART OF THE OCCUPANCY & SPACE UTILIZATION
NEEDS OF COUNTY PROPERTIES PROJECT**

WHEREAS, a regular meeting of the Union County Improvement Authority (the "Authority") was held on September 11, 2019; 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, it is necessary for the Authority to obtain geotechnical consulting services (the "Services") for the Occupancy & Space Utilization Needs of County Properties Project; and

WHEREAS, the Services are an exception to the public bidding requirements of the Local Public Contracts Law as a professional service; and

WHEREAS, the Authority has a need to acquire the Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, French & Parrello Associates has completed and submitted a Business Entity Disclosure Certification which certified that French & Parrello Associates has not made any reportable contributions to a political or candidate committee as prohibited by the law in the previous year, and that the contract will prohibit French & Parrello Associates from making any reportable contribution through the term of the contract; and

WHEREAS, the Authority would like to authorize a contract with French & Parrello Associates for the provision of the Services in accordance with their September 4, 2019 Proposal and this Resolution.

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

1. The Authority hereby authorizes French & Parrello Associates to perform geotechnical consultant services for the Occupancy & Space Utilization Needs of County Properties Project at a cost not to exceed \$10,950.00;

2. The Authority authorizes the Chairman of the Authority to approve and execute a contract with French & Parrello Associates setting forth the terms of the provision of the Services. Such approval and execution by the Chairman shall be deemed approval by the Authority and no further action or approval shall be required.

3. The Secretary of the Authority is directed to cause a brief notice of the above qualification to be published as required by N.J.S.A. 40A:11-5(1)(a)(i).

4. The Certifying Finance Officer has certified that the funds for the contract are available from and can be obtained from the funds of the Authority.

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

AGREEMENT

OCCUPANCY & SPACE UTILIZATION NEEDS OF COUNTY PROPERTIES PROJECT GEOTECHNICAL CONSULTING SERVICES

THIS AGREEMENT made and entered into this 11th day of September, 2019, by and between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, pursuant to and in accordance with the County Improvement Authorities Law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"), with offices located at 1499 U.S. Highway 1 North, Rahway, New Jersey hereinafter referred to as **Authority** and **French & Parrello Associates** having its principal place of business at 1800 Route 34, Suite 101, Wall, NJ 07719, hereinafter referred to as **Vendor** for Geotechnical Consulting Services .

WITNESSETH that the **Authority** and the **Vendor**, for the consideration hereinafter mentioned, mutually covenant and agree as follows:

1. SCOPE OF WORK

The County shall enter into an Agreement with **Vendor** for the sum not to exceed \$10,950.00 and **Vendor** shall furnish all of the services and where applicable, all material, equipment and supplies and perform all of the labor, in a good and workmanlike manner, in accordance with their September 4, 2019 project proposal which is annexed hereto as Appendix A, and incorporated herein as part of this Agreement and collectively with this Agreement referred to as the "contract documents". **Vendor** shall do everything required by such contract documents.

Further, the **Vendor** agrees to comply with all Federal and State and local laws applicable to this Agreement

2. DATES OF AGREEMENT

This Agreement shall commence on upon execution of said contract and shall terminate upon completion of project as determined by the **Authority**.

3. CONFIDENTIALITY OF DOCUMENTS

All data and documentation arising out of the performance of this Agreement are the property of

the Authority. Any data or documentation whose premature disclosure would be detrimental to the Authority shall remain confidential and shall only be released to authorized personnel, in accordance with the Open Public Records Act.

4. INSURANCE

On or before commencing the work the **Vendor** shall file with the **Authority** evidence of insurance coverage. The policy shall state "All bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence". Coverage shall be effective and continuous for the entire term of the Agreement. The **Authority** shall be named as additional insured on the policy.

The **Authority** requires all **Vendors** to be able to comply with the following insurance requirements. The **Vendor** must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the **Authority**.

INSURANCE REQUIREMENTS APPLICABLE TO ALL VENDORS:

A Certificate of Insurance shall be filed with the **Authority** prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the **Authority** and name the **Authority** as additional insured.

1. Automobile Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability. A certificate of such current insurance shall be provided to the **Authority** and shall reflect the provision of at least 30 days notice to the **Authority** before any major cancellation or major change may be made in the policy.
2. Workers Compensation Insurance insuring the obligation of the Contractors and all subcontractors under the New Jersey Workers Compensation and Occupational

Disease Laws as respects work performed under this Contract. Insurance shall be extended to include any obligations under “the United States Longshoremen's and Harbor Workers Act” or any maritime Act, when applicable.

3. General Liability Insurance shall be provided on a Comprehensive General Liability Form with a Combined Single Limit of \$1,000,000.00 per Occurrence for Bodily Injury Liability and Property Damage Liability and shall include the interest of the **Authority** with Respect to work emanating from the Contract with the **Authority**.

This instance shall include the following:

- (a) Personal Injury Liability,
- (b) Blanket Contractual Liability applying to assumption of liability under any written, Contract,
- (c) Products and/or Completed Operations Liability

5. INDEMNIFICATION

The **Vendor's** liability to the **Authority** and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the **Authority** and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this **Agreement**.
- b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work as outlined in this Agreement.

- c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

6. INDEPENDENT VENDOR STATUS

The **Vendor** and its employees, vendors, subcontractors, agents and representatives are, for all purposes arising out of the Agreement, independent contractors and not employees of the Authority. It is expressly understood and agreed that the **Vendor** and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which **Authority** employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

7. TERMINATION OF AGREEMENT FOR CAUSE

The **Authority** may, by written notice of default to the **Vendor**, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the **Vendor** does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the Vendor specifying such failure:

- a. If the **Vendor** refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in the Agreement;
- b. If the **Vendor** disregards laws, ordinances, rules, regulations or orders;
- c. If the **Vendor** fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- d. If the **Vendor** files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

8. TERMINATION OF AGREEMENT WITHOUT CAUSE

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the **Authority**. In no event, however, shall the **Vendor** be paid for loss of anticipated profits or consequential damages.

In the event the Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the **Vendor** under this Agreement shall, at the option of the **Authority**, become the **Authority's** property and the **Vendor** shall be entitled to reimbursement for any satisfactory work completed.

9. CHANGES AND MODIFICATIONS

The parties may from time to time during the term of the Agreement make changes, extensions of time or other modifications to the Agreement. Such modifications shall only be made in writing and by mutual agreement. Any such changes shall be agreed to by the Director of the applicable department. Change Orders shall comply with N.J.A.C. 5:30-11 titled Change Orders and Open-End Agreements and subsequent articles of the New Jersey Administrative Code.

10. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the **Vendor** shall not be relieved of liability to the **Authority** for damages sustained by the **Authority** by virtue of any breach of the Agreement.

11. PAYMENT

The **Authority** shall pay this **Vendor** for the work specified by the Agreement a sum not to exceed \$10,950.00. Unless otherwise stated in the specifications, payment requests shall be submitted to the

respective Authority every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and provide the necessary documentation of same.

Payment to the Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and properly executed **Authority** voucher.

12. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the **Authority** solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the **Vendor** or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

13. DISCRIMINATION

This **Vendor** acknowledges that he has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

14. AFFIRMATIVE ACTION

(REVISED 4/10)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C.17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

15. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the **Authority** unless the **Vendor** provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted;

or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

Further, a subcontractor shall provide a copy of its business registration to the **Vendor** who shall forward it to the contracting agency. No agreement with a subcontractor shall be entered into by any contractor under any agreement with a contracting agency unless the contractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the Agreement.

The **Vendor** shall maintain and submit to the **Authority** a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

16. COMPLIANCE WITH STATUTE

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; N.J.S.A. 24:10-57.1 and N.J.S.A. 57.2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A. 52:33-1, together with any amendment or supplement thereto, be applicable to this Agreement and should said statute not be complied with, then this Agreement shall be voidable at the option of the **Authority**.

17. OPEN PUBLIC RECORDS ACT ("OPRA")

Pursuant to the Open Publics Record Act, N.J.S.A. 47:A-1.1 et seq. ("OPRA"), all information and documentation received in response to this Request for Quotations documents will become the property of the **Authority**. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the **Authority** unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

18. INSPECTIONS AND RECORDS

The **Vendor** shall maintain accounting records in a manner so as to enable the **Authority** to easily audit and examine any books, documents, papers, and records maintained in support of the Agreement. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The **Vendor** agrees that the **Authority** shall have the right to examine any of the **Vendor's** records that are directly related to this Agreement. All such documents shall be made available to the **Authority** for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this Agreement. The **Authority** may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, "the **Vendor** shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or the County upon

request.”

If requested, the **Vendor** shall deliver to the **Authority** all background material prepared or obtained by the **Vendor** relating to the performance of this Agreement. Background material is defined as original work papers, notes and drafts prepared by the **Vendor** and all, data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

19. GENERAL NOTICE

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

UNION COUNTY IMPROVEMENT AUTHORITY:

UCIA
Office of the Executive Director
1499 U.S. Highway 1 North
Rahway, New Jersey

VENDOR:

French & Parrello Associates
1800 Route 34, Suite 101
Wall, NJ 07719

20. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The **Vendor** irrevocably agrees that, subject to the **Authority's** sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the **Vendor** consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State.

21. WAIVER

No term or provision hereof shall be deemed waived and no breach excused by the **Authority** unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the **Authority** to, or waiver by the **Authority** of, a breach by the Vendor, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

22. ENTIRE AGREEMENT

It is expressly agreed that the terms and conditions of this agreement shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written agreements between the parties.

23. ASSIGNMENT

The **Vendor** is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any of its responsibilities under this Agreement, in whole or in part, to any other person, company or corporation, and this Agreement may not be involuntarily assigned or assigned by operation of law without prior written consent of the **Authority**, which consent shall not be unreasonably withheld. If such a transfer without consent occurs, the **Authority** may refuse to carry out its Agreement with either the Assignor or Assignee, and reserves all rights of action for breach of the Agreement.

The **Authority** reserves the right to assign or transfer the Agreement to any person, office or entity as it deems appropriate.

24. SUBCONTRACTING

Unless otherwise specified in the **Authority's** specifications the subcontracting of any of **Vendor's** responsibilities under this Agreement is not permitted without the expressed written consent of the **Authority**.

25. PRICE CHANGES

All prices shall be firm and not subject to increase during the period of this Agreement.

26. COOPERATION WITH OTHER VENDORS

The **Vendor** shall fully cooperate with other vendors and contractors of the **Authority**, the **Authority's** employees, and/or the employees of others as may be required by circumstances or directed by the **Authority**.

27. LICENSES AND PERMITS

Vendor shall be responsible to apply for and obtain all necessary permits and licenses unless the specifications provide for the **Authority** to obtain such permits and licenses.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

(Remaining portion of page deliberately left blank)

ATTEST:

**UNION COUNTY IMPROVEMENT
AUTHORITY**

LISA DaSILVA, Clerk
UCIA

BY:
DANIEL P. SULLIVAN
Executive Director

APPROVED AS TO FORM:

DAVID MINCHELLO, ESQ.
UCIA General Counsel

ATTEST:

FRENCH & PARRELLO ASSOCIATES

Corporate Secretary / Notary Public

Authorized Signatory

Print Name

Print Title

APPENDIX A

SCOPE OF WORK AND PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES



Corporate Office
1800 Route 34, Suite 101, Wall, New Jersey 07719

Regional Offices
King of Prussia, Pennsylvania
Hackettstown, New Jersey
Camden, New Jersey
New York, New York

September 4, 2019

Mr. Daniel P. Sullivan
Executive Director
UNION COUNTY IMPROVEMENT AUTHORITY
1499 Routes 1 & 9 North
Rahway, New Jersey 07065

Re: Proposal for Preliminary Geotechnical Engineering Services
Elizabeth Redevelopment Project
City of Elizabeth, Union County, New Jersey
FPA No. 4232.PR1

Dear Mr. Sullivan:

INTRODUCTION

French & Parrello Associates (FPA) is pleased to present our proposal for performing a Preliminary Geotechnical Engineering Assessment in connection with the proposed Redevelopment Project in the City of Elizabeth, Union County, New Jersey. The property covers a total of approximately 2.38 acres and is designated as Block 6, Lot 1589 on the City of Elizabeth Tax Map. The project site is located within a rectangular lot bounded by West Grand Street to the south, Cherry Street to the west, the Elizabeth River to the east and residential/commercial properties to the north. The site is currently occupied by a vehicular repair building for County vehicles that is surrounded by predominantly asphalt pavement.

The proposed development will consist of two individual office buildings separated by a parking garage. The specific details of the structures are not known at this time; however, based on project related correspondences, the offices will occupy a plan area of approximately 18,000 square feet while the parking deck will be 25,000 square feet. The existing and proposed grades as well as building elevations were not available at the time this proposal was prepared; however, based on the surrounding topography, we anticipate minor regrading of the site will be required.

Prior to the preparation of this proposal, FPA performed a review of the existing subsurface information within the near vicinity of this site, including a Geotechnical Report prepared by our office for a project immediately to the east of the Elizabeth River. The conditions encountered within those explorations included surficial urban fills underlain by glacial soils and Shale bedrock. The bedrock was encountered at depths ranging from approximately 10 feet to 20 feet below the



existing grade. The purpose for our involvement on the project at this time will be to perform a Preliminary Geotechnical Engineering Assessment to facilitate the planning, design and construction of the proposed development. This proposal includes the cost to advance a subsurface exploration program, perform an engineering evaluation of the subsurface information and to prepare a preliminary geotechnical engineering report.

Subsurface Exploration Requirements

The New Jersey Edition of the 2015 International Building Code states that one subsurface exploration be performed for every 2,500 square feet of building footprint for buildings. Based on a total building footprint on the project of approximately 61,000 square feet, a total of 25 subsurface explorations would be required. However, since the project is in the due-diligence phase and the existing building covers approximately one-third of the property, we are proposing to perform a preliminary geotechnical exploration program consisting of 6 test borings. It is our opinion that 6 borings would provide adequate geotechnical information to gain a preliminary understanding of the conditions and to develop foundation recommendations. Upon development of the final plans and demolition of the existing building, additional borings will be necessary for final design and to meet the building code should the code official require one exploration for every 2,500 square feet.

SCOPE OF WORK

Subsurface Exploration Program

As part of the subsurface exploration program, we will advance 6 test borings (2 for each structure) with a truck mounted rig. We anticipate that the proposed test boring locations will be located by a representative of FPA based on existing site features presented on the site plan. All field work will be performed under the full-time technical observation by a representative of FPA. Initial coordination of utility clearances will be performed by contacting New Jersey One-Call for mark-outs. In addition, we will meet with representatives of the utility companies and the Owner for final clearance, if required.

The test borings will be advanced to depths ranging from approximately 20 feet to 35 feet below the existing grade or rock refusal. Soil samples will be obtained from the test borings in accordance with ASTM Test Method D-1586, The Standard Penetration Test. Soil samples will be taken continuously to a depth of 12 feet and at maximum 5-foot intervals thereafter. Should rock be encountered, a minimum of 3 borings will be advanced 5 feet into bedrock. Subsequently, the soil samples will be classified in the field in accordance with the Burmister Soil Classification System. Soil samples will be returned to our in-house soils laboratory for further review and will be stored for a period of 60 days from the date of our geotechnical report. The moisture content of the retrieved soil samples will be used to estimate the groundwater level at the time of drilling.



Engineering Evaluation & Report Preparation

The results of our subsurface explorations will be the basis for our engineering evaluation. Based upon the results of our engineering evaluation, we will generate geotechnical recommendations addressing the following items:

1. We will discuss geotechnical aspects pertaining to the selection of appropriate foundation systems for the building structures and will provide design criteria for shallow foundations or deep foundations, as required.
 - a. *Shallow Foundation Design:* Should shallow foundation be a viable option, we will provide net allowable bearing pressures, minimum footing sizes, minimum embedment depth and subgrade preparation requirements. We will also address the need for ground improvement measures, if warranted, to allow the building footings and floor slabs to be constructed on shallow foundations. We anticipate that the ground improvement methods may include grout inclusion columns or stone columns. Additionally, we will provide estimates for Total and Differential settlement of the buildings based on the selected ground improvement method.
 - b. *Deep Foundation Design:* To offer an alternate to ground improvement, we will recommend appropriate pile/drilled shaft foundation types for various vertical capacities. We will also provide lateral and uplift capacities should such be required. Our report will discuss the merits of each system and recommend the most technically appropriate and cost-effective deep foundation system for the project. Structural Design and Detailing to be performed by others.
2. We will provide seismic design criteria for use in structural design including seismic site class as well as short term and 1-second spectral accelerations. As part of our seismic analysis, we will assess the site based on encountered soil types and standard penetration testing values.
3. We will provide recommendations for preparing the subgrades of slabs.
4. We will provide earthwork recommendations specifically required for this project including fill type and compaction specifications.
5. We will address groundwater considerations and will provide recommendations for dewatering during construction, if required.

The results of our Geotechnical Engineering Evaluation will be transmitted electronically in PDF format.



COST SUMMARY

The lump sum cost for providing our geotechnical engineering scope of work is \$9,350.

EXCLUSIONS & LIMITATIONS

1. The client will provide legal access to the site.
2. Client will assist us in underground utility clearance and will mark out all privately-owned utilities.
3. Survey services are excluded from our geotechnical scope of work.
4. French & Parrello Associates is not responsible for the implementation, discharge, or monitoring of site safety standards or practices. We are not responsible for services related to Environmental Testing, Monitoring, or evaluation. Any such items are explicitly excluded from our scope.
5. Additional services, including attendance at project meetings and scope changes, will be billed on a Time and Material basis in accordance with our 2019 Schedule of Fees.

CLOSING

The scope of our services will not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around this site.

Attached with this proposal are the General Conditions of Services which FPA enters into agreement for services rendered. Your return of a signed copy of this proposal indicating your acceptance to the scope of work and cost will represent your authorization for us to proceed and acceptance of the general conditions of the agreement.

In an effort to avoid damage to utilities and other subsurface objects, our Subcontractor will first contact "New Jersey One Call". Client acknowledges that the Governmental Services provide location on some, but not all public utilities and do not provide location for privately owned utilities or other subsurface objects. FPA recommends that prior to any drilling, the Client authorize and pay for Ground Penetrating Radar Analysis ("GPRA") in order to increase the likelihood of locating subsurface objects. The Client acknowledges that neither Government Service Markout nor GPRA guarantees that all subsurface utilities and obstructions will be located. Neither FPA nor Subcontractor shall be responsible for liability or damages which arise directly or indirectly from subsurface objects not accurately located by the Government Service or the client.



The additional cost for the GPRA service is \$1,600.

____ Client requests that GPRA be performed ____ initial
____ Client declines GPRA services ____ initial

We thank you for the opportunity to submit this proposal and look forward to being of service to you on this project.

Respectfully Submitted,

FRENCH & PARRELLO ASSOCIATES

A handwritten signature in dark ink, appearing to read 'Joseph M. Tierney', written in a cursive style.

Joseph M. Tierney, PE
Project Consultant, Manager of Geotechnical Services

ACCEPTED BY:

NAME (Printed): _____

TITLE & COMPANY: _____

SIGNATURE: _____ DATE: _____



Senior Project Consultant	\$210.00/hr.
Project Consultant	\$185.00/hr.
Senior Project Manager	\$175.00/hr.
Project Manager	\$165.00/hr.
Senior Engineer	\$165.00/hr.
Project Engineer	\$140.00/hr.
Senior Staff Engineer	\$115.00/hr.
Staff Engineer	\$100.00/hr.
Licensed Site Remediation Professional (LSRP)	\$180.00/hr.
Professional Geologist	\$145.00/hr.
Senior Environmental Specialist	\$145.00/hr.
Senior Environmental Scientist	\$135.00/hr.
Environmental Project Coordinator	\$120.00/hr.
Environmental Engineer	\$105.00/hr.
Environmental Scientist	\$100.00/hr.
Environmental Permitting Assistant	\$90.00/hr.
Environmental Technician	\$85.00/hr.
Licensed Landscape Architect	\$145.00/hr.
Landscape Designer	\$100.00/hr.
Professional Planner	\$130.00/hr.
Professional Land Surveyor	\$180.00/hr.
Senior Designer	\$135.00/hr.
Designer	\$120.00/hr.
Senior Drafter	\$105.00/hr.
Drafter	\$90.00/hr.
Technical Coordinator	\$85.00/hr.
Survey Party Chief	\$120.00/hr.
Senior Survey Technician	\$110.00/hr.
Survey Technician	\$90.00/hr.
Survey Field Crew (two person)	\$200.00/hr.
Survey Field Crew Robotic (1 person)	\$170.00/hr.
Lab Supervisor	\$100.00/hr.
Resident Engineer	\$110.00/hr.
Senior Field Representative	\$85.00/hr.
Field Representative	\$80.00/hr.
Field Technician	\$65.00/hr.
Staff Professional	\$55.00/hr.
Technical Assistant	\$75.00/hr.
Administrative Services	\$65.00/hr.



GENERAL CONDITIONS OF SERVICES

Client: UCIA

Project Name: Elizabeth Redevelopment Project

Project Number: 4232.001

Date: September 4, 2019

A. SCOPE OF SERVICES

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."



K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of FPA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Clients' sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of any construction safety standards or practices, including demolition. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.