

5/11/22

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BRYSON & YATES CONSULTING ENGINEERS, LLC**

THIS CONTRACT is effective the 11th day of May, 2022, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **BRYSON & YATES CONSULTING ENGINEERS, LLC**, with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering design services regarding safety improvements to Broadway /North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township, known as Engineering Project 22-06 (hereinafter “**Project**”); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM OF SERVICES. This Contract shall be effective commencing May 11, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total contract amount of \$164,485.00, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s proposal dated March 30, 2022 and prices set forth therein, submitted in response to the County’s Request for Proposal, RFP-22-032.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for professional engineering design services regarding safety improvements to Broadway /North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township, known as Engineering Project 22-061, and Contractor's Proposal dated March 30, 2022, which is incorporated herein by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in RFP-22-032.

4. FURTHER OBLIGATIONS OF THE CONTRACTOR. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, 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, sex, veteran status or military service. Such equal employment opportunity 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.

b. The Contractor 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.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, 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.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract

taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. **PARTIAL INVALIDITY.** In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

16. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.


17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP-22-032 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-22-032, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 11th day of **May, 2022.**

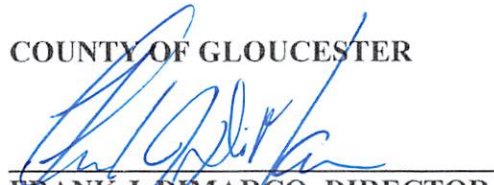
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

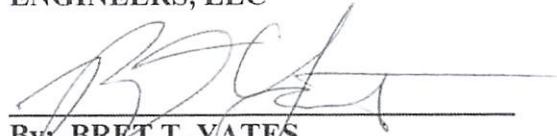


FRANK J. DIMARCO, DIRECTOR

ATTEST:



**BRYSON & YATES CONSULTING
ENGINEERS, LLC**



By: BRET T. YATES
Title: VICE PRESIDENT



Jonathan A. Bryson, P.E., C.M.E.
President
Bret T. Yates
Vice President

307 Greentree Road
Sewell, New Jersey 08080
Phone 856-589-1400
Fax 856-582-7976

March 30, 2022

County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

Att: Kim Larter, Qualified Purchasing Agent
Vincent Voltaggio, County Engineer

Re: **Resurfacing of Broadway (CR-551)/N. Evergreen Avenue(CR 553) between Delsea Drive and Redbank Ave(CR 644) and New Brooklyn Road (CR 536 between Walnut Street and E. Malaga Road, Engineering Project 22-06 Proposal for Surveying & Design Services, RFP 22-032**

As requested Bryson & Yates, Consulting Engineers, LLC, has prepared an estimate of the manhours and costs for the data collection, surveying, base mapping, and design services requested in RFP 22-032. We are very pleased to present our proposal to you for these services.

Scope of Services.

We understand that the construction of this project is to be funded with State Aid and County funds. The Base Mapping will be suitable for use in detailed Scoping and Preliminary and Final Design. The scope of services will be as requested in the RFP and as described herein.

Cross sections will be taken at generally 50 ft intervals, although as we have done on recent county projects, in rural areas with mild terrain and relatively constant existing pavement section, we anticipate some areas will only require sections at 100 ft intervals with crown shots still at 50 ft. This will reduce your costs without reducing quality and has been acceptable on recent projects.

We will investigate the need for turn lanes at intersections, bicycle lanes, and two way center turn lanes and will provide recommendations for queue lengths if warranted. This will be done using accident data and professional judgment with consideration of visibility and available traffic count data. New traffic counts, detailed warrant analysis, and road widening/improvements equal to or exceeding 1/4 acre of new motor vehicle and impervious surface are beyond the scope requested in the RFP and are not included in this proposal. If needed, we will be happy to provide a separate proposal for such design and for the stormwater management, and Right of Way design that such would require.

Base mapping and survey data and documents will comply with the County Standards and in so

far as practical the requirements of New Jersey Department of Transportation Standards for State Aid Projects.

As a resurfacing project, the scope of the improvements will be limited to resurfacing and selected patching and reconstruction, minor shoulder improvements, selective correction of roadside borders and ADA ramps. Areas of possible critical slopes or frequent accidents (if identified by you or available accident reports) will be surveyed in sufficient detail to allow preliminary design and conceptual consideration of design exceptions. Detailed survey topography will be obtained for sidewalks and handicap ramp areas.

Right of Way lines will be shown based on Tax Maps offset from the County Baseline and deeds that you may provide, Right of Way Plans, Tract Maps, or Parcel Maps are not included, at this time. If no baseline information exists, or if it is not provided by the County, we will establish a Baseline, generally following the physical centerline of the existing road. This baseline will be created from found front property corners, existing curb lines, and pavement widths. It is not anticipated that widening or roadside safety improvements will require acquisition of additional Rights of Way or Easements. Therefore the existing right of way and title centerline will not be recovered or shown as a Title Centerline. Deed research is not included.

Base repair areas will be determined based on field investigation and discussion with you. Plans will include full depth repair details for areas of existing concrete pavement as well as areas of HMA pavement with suitable subgrade soils. We will recommend appropriate pavement core locations and subsoil boring locations. As the quantity of tests needed is unknown until field investigation is completed, we have indicated the soil sampling and testing as direct costs to be billed as extras.

Drainage design will be limited to video inspections, pipe replacements, and design of replacement/upgrades for inlet grates & curb pieces. Where existing grades trap runoff along the edge of pavement, and reasonable profile & intersection pavement overlays or profiling can not solve the local drainage problem, we will propose new stormwater inlets and pipes, to connect to existing county storm systems if the existing systems are close enough that pipe cover can be provided and the existing systems are believed to be adequate. Where this is not the case, we will include percolation inlets, to mitigate, with the understanding that mitigation will not eliminate the problems but will in most cases improve the roadside border somewhat.

Utilities will be shown and verified by correspondence with utility companies. Where proposed storm system work may conflict with existing utilities, test pits will be called for in the plans. Similarly, where utility company upgrades are proposed, coordination and testpits will be required to ensure that their final plans avoid conflicts.

Stormwater Management. At this point in the project development, we can not anticipate that the project will require an acre of earth disturbance or ¼ acre of new impervious or motor vehicle surfaces nor can we presume what the designer may propose in the way of compliance with the rules. Therefore, we have not proposed surveying or designing any areas in which new basins or other BMPs may be constructed.

Schedule:

We anticipate delivery of the project in accordance with your request: Completion of PS&E final plans within 4 months of authorization:

Field surveys, base plans, & preliminary design report	45 days
Design 50%	45 days
Final Design 90%	15 days
Final Construction Documents PS&E	15 days

The schedule above allows 1/2 week for County Review of each phase submission. Phases will include items as indicated in the RFP. Total time for project is 4 months as requested.

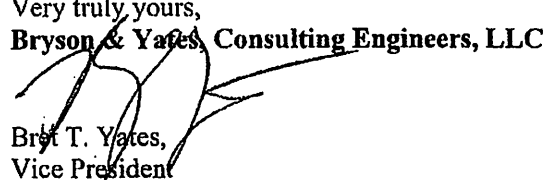
Fees:

Our fee will be computed in accordance with our current hourly rates. We estimate that the cost will not exceed **\$164,485.00**.

I trust this meets with your requirements and understanding of the scope of services and look forward to working with you on this project.

Should you have any questions or comments, please contact me at your earliest opportunity.

Very truly yours,
Bryson & Yates, Consulting Engineers, LLC



Bret T. Yates,
Vice President

Enc: Proposal Checklist
Non-Collusion Affidavit
Public Disclosure Statement
Business Registration Certificate
Man Hour Cost Estimate
Bar chart Schedule
List of Similar Projects
Resumes
Proposal Responses as Listed in the RFP

**Estimate for Surveying & Base Maps & Design - CR-551/553 & 536
Gloucester County**

Re: RFP 22-032

2	Design PS&E									\$76,385.00
	Baseline & ROW	2.00	8.00			16.00			26	
	Profile		8.00						8	
	Typical Sections		8.00						8	
	Curves & Superelevation	1.00	4.00						5	
	Drainage System Video, Assess, Replace	4.00	4.00	81.00					89	
	Sidewalks, Driveways		4.00	54.00					58	
	Base repairs	4.00	27.00						31	
	Widening & Turn Lane Investigation	4.00	4.00						8	
	Construction Plans	8.00	216.00						224	
	Estimate & EDQ	4.00	12.00	20.00					36	
	Grading Plans & Profiles	8.00	27.00						35	
	Cover sheet, Details	1.00	1.00	1.00	16.00					
	Specifications	8.00	1.00		2.00				11	
	Total Hours	48.00	615.00	156.00	18.00	51.00	160.00		1048	\$154,155.00



BY CONSULTING ENGINEERS, LLC
11000 BIRCHMOUNT ROAD, SUITE 1000
METRO PARK, OHIO 44130
216.484.1000 FAX 216.484.1005

Estimate for Surveying & Base Maps & Design - CR-551/553 & 536

Re: RFP 22-032

Gloucester County

Total Hours	48	615	156	18	51	160	1029
Unit Hourly Rates	\$170	\$140	\$135	\$105	\$170	\$190	
Salary Cost Subtotals	\$8,160	\$86,100	\$21,060	\$1,890	\$8,670	\$30,400	
SALARY COST TOTAL	\$156,280						

SUBTOTAL \$156,280

DIRECT EXPENSES:

Geotechnical Borings	\$2,500.00
Prints	\$844.80
Mylars	\$4,860.00

Sub Total \$8,204.80

GRAND TOTAL **\$164,485.00**

3/29/2022