

**AGREEMENT FOR PROFESSIONAL SERVICES
CONSTRUCTION OF NEW WELL
NJIB PROJECT NO. 1527001-005
Our File No: 1528-U-084**

THIS AGREEMENT, made and executed, in the Borough of Seaside Park, Ocean County, State of New Jersey, on this ____ day of _____, 20__ by and between REMINGTON & VERNICK ENGINEERS, a New Jersey Corporation, hereinafter referred to as ENGINEER, and SEASIDE Park, a Borough of the State of New Jersey, herein after referred to as OWNER.

WITNESSETH that the ENGINEER and the OWNER, in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

A. SCOPE OF SERVICES

The ENGINEER shall furnish engineering services of the planning, design and construction of the “Construction of New Well #11” in the Borough of Seaside Park as follows:

Phase 1 Test Well – Task 1: Design, Permitting, Bidding, NJIB Application

1. Pre-Application meeting with NJDEP to review the proposed well location and verify existing aquifer testing available to the Borough.
2. Preparation of a Hydrogeologic Report based on the aquifer testing available to the Borough by the NJDEP.
3. Permitting for new well will require a CAFRA Permit, Major Modification to Allocation Permit, Well Permit for New Well and Bureau of Water System Engineering Permit.
4. Preparation of plans and specifications for the construction of a Test Well at 1505 N. Ocean Avenue Seaside Park NJ.
 - a. The scope of work shall include the installation of a 500 gpm test well to an estimated depth of 500 feet. At minimum a 24 hr pump test at 120% or 72 hr pump test at 100% will be performed to verify the well yield and water quality testing will be performed. The scope of work shall include the drilling of the well, furnishing and installation of the casing, well screen, gravel pack, grout, seal, casing seal, steel cap and lid, permits, all testing.
 - b. The work also includes geophysical logging, split spoon sampling, chemical water analysis, and well development.
5. Submit NJIB Environmental Planning Documents and assist the Borough on submission of an NJIB loan application for all required steps within H2Loans
6. Prepare and submit SED compliance work plan.
7. Obtain NJIB authorization to advertise.
8. Assist in submission on interim financial forms in support of Bond Counsel.

9. Upload bid documents to NJDEP site as needed to obtain Authorization to Proceed.

Phase 1 Test Well – Task 2: Construction Management and Inspection

1. Assistance in the preparation of formal contract documents for the award of contracts.
2. Conduct pre-construction meeting, establish agenda and issue notice to proceed.
3. Review and approve Progress Schedule, Schedule of Submittals and Schedule of Values required to be submitted by the Contractor. □ Consultation and advice to the Client during construction.
4. Checking detailed construction drawings and shop drawings submitted by contractor for compliance with design.
5. Observe the contractor's work for compliance with the contract documents. Site attendance will be provided during pertinent stages of the work. Full-time inspection will not be provided during periods of minor activity such as mobilization and project cleanup.
6. Review and process payment requests.
7. Observing initial operation of the project, or of performance tests required by specifications.
8. Making a final inspection and reporting on the completed project.
9. Prepare punch list of remaining work items.
10. Recommend final payment upon completion of all items.

Phase 2 Permanent Well – Task 1: Design, Permitting and Bidding

1. Permitting for new permanent well with NJDEP.
2. Preparation of plans and specifications for the construction of a permanent well, well house including mechanical, electrical, and plumbing, distribution main and appurtenances, chemical feed system and chlorine contact tank, emergency generator and site improvements at 1505 N. Ocean Avenue Seaside Park NJ. The pump capacity will be based on the capacity yield test performed under the test well.
3. Coordination of necessary permitting to construct the permanent well and treatment plant.
4. Bidding of the permanent Well and Treatment Plant.

Phase 2 Permanent Well – Task 2: Construction Management and Inspection

1. Assistance in the preparation of formal contract documents for the award of contracts.
2. Conduct pre-construction meeting, establish agenda and issue notice to proceed. Review and approve Progress Schedule, Schedule of Submittals and Schedule of Values required to be submitted by the Contractor.
3. Consultation and advice to the Client during construction.

4. Checking detailed construction drawings and shop drawings submitted by contractor for compliance with design.
5. Observe the contractor's work for compliance with the contract documents. Site attendance will be provided during pertinent stages of the work. Full-time inspection will not be provided during periods of minor activity such as mobilization and project cleanup.
6. Review and process payment requests.
7. Observing initial operation of the project, or of performance tests required by specifications.
8. Making a final inspection and reporting on the completed project.
9. Prepare punch list of remaining work items.
10. Recommend final payment upon completion of all items

B. OWNERS RESPONSIBILITIES

The OWNER shall:

1. Provide all permit and application fees.
2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative or necessary to the design or construction of the project.
3. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work.
4. Advertise for proposals from bidders, open the proposals at the appointed place and time, and pay for all cost incidental thereto.
5. Provide such legal, accounting and insurance counseling services as may be required for the project.
6. Designate in writing a person to act as the OWNER representative with respect to the work to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.
7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
8. Authority to pay all fees required by the government agencies having jurisdiction over the project and such approval and consents from such other individuals or bodies as may be necessary to complete the project.

C. COMPESATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for contract administration, engineering services (inspection) in the sum of two hundred thirty-six thousand and one hundred dollars (236,100.00) for new well.

<u>Phase 1 Test Well – Task 1: Design, Permitting, Bidding, NJIB Application</u>			
<u>Personnel</u>	<u>\$/hr</u>	<u>Hours</u>	<u>Total</u>
Principal	\$191	6	\$1,146
Senior Engineering Technician	\$138	23	\$3,174
Engineering Technician	\$110	161	\$17,710
Project Manager/Engineer	\$175	75	\$13,125
CAD/GIS Manager	\$155	18	\$2,790
Senior CAD/GIS Technician	\$135	110	\$14,850
CAD/GIS Technician	\$120	99	\$11,880
Technical Aide	\$75	19	\$1,425
<u>Total for Phase 1 Task 1:</u>		511	\$66,100

<u>Phase 1 Test Well – Task 2: Construction Management and Inspection</u>			
<u>Personnel</u>	<u>\$/hr</u>	<u>Hours</u>	<u>Total</u>
Observer Supervisor	\$150	30	\$4,500
Observer	\$135	300	\$40,500
<u>Total for Phase 1 Task 2:</u>		330	\$45,000

<u>Phase 2 Test Well – Task 1: Design, Permitting and Bidding</u>			
<u>Personnel</u>	<u>\$/hr</u>	<u>Hours</u>	<u>Total</u>
Principal	\$191	16	\$3,056
Senior Engineering Technician	\$138	23	\$3,174
Engineering Technician	\$110	171	\$18,810
Project Manager/Engineer	\$175	76	\$13,300
CAD/GIS Manager	\$155	20	\$3,100
Senior CAD/GIS Technician	\$135	109	\$14,715
CAD/GIS Technician	\$120	101	\$12,120
Technical Aide	\$75	23	\$1,725
<u>Total for Phase 2 Task 1:</u>		539	\$70,000

Phase 2 Permanent Well – Task 2: Construction Management and Inspection			
Personnel	\$/hr	Hours	Total
Observer Supervisor	\$150	36.67	\$5,500
Observer	\$135	366.67	\$49,500
Total for Phase 2 Task 2:		403.33	\$55,000

Total Construction Costs		
Task	Hours	Total
Phase 1 Task 1	511	\$ 66,100.00
Phase 1 Task 2	330	\$ 45,000.00
Phase 2 Task 1	539	\$ 70,000.00
Phase 2 Task 2	403.33	\$ 55,000.00
Project Total	1783.33	\$ 236,100.00

2. ENGINEER shall hold available to the OWNER all officers, employees and facilities of the ENGINEER to perform with ENGINEER's best efforts, all engineering services normally provided by the ENGINEER as requested by the OWNER and performed by the ENGINEER in accordance with the terms of this agreement.
3. Costs and expenses incurred by the ENGINEER shall be borne by the ENGINEER unless specifically reimbursed under another provision of this Agreement or specifically authorized in writing by the OWNER.
4. Payment to the ENGINEER
 - a. Vouchers shall be submitted to the OWNER by the first day of the month in which payment is desired.
 - b. The ENGINEER shall append to each voucher for payment a breakdown of service and charges in accordance with the Agreement.

D. FIELD CREWS

1. When desired and requested by the OWNER field crews of the ENGINEER shall be made available within 72 hours' notice, excluding intervention of Saturdays, Sundays, Holidays, periods of inclement weather and Acts of God.

E. COMPESATION FOR ENGINEERING SERVICES

1. Mayor John A. Peterson Jr. is hereby designated as the person authorized to make requests for services hereunder on behalf of the OWNER, and ENGINEER shall respond to his requests, but in no

case respond to, or provide any services or work hereunder upon the request of any citizen, person, firm, or other entity, except as expressly authorized in writing by Mayor John A. Peterson Jr., or his representative.

F. FILING WITH THE OWNER

1. ENGINEER shall deliver, by way of filing to the OWNER a true copy of all maps, charts, work sheets and data for which the ENGINEER has been compensated by the OWNER.
2. Additionally, ENGINEER shall file and carefully keep and maintain originals or true copies of all aforesaid in ENGINEER's office. All other copies of maps, charts, documents, work sheets and data shall be delivered upon payment of the OWNER of the actual cost of reproduction. Such reproduction shall be accomplished by ENGINEER according to any process in any manner the OWNER desires.

G. TERMINATION

In addition, the ENGINEER understands that they serve at the pleasure of the OWNER and that their services may be discontinued at any time upon 30 days written notice. Further, that if services are discontinued at the OWNER request, then ENGINEER will provide transition services for 30 days after separation date in accordance with this contract for payment. Upon completion of the transitional services, ENGINEER will submit a final invoice within 30 days.

IN WITNESSETH WHEREOF, ENGINEER AND THE OWNER have caused this AGREEMENT to be executed the day and year first above written.

(OWNER SEAL)

OWNER:

ATTEST _____

SIGNATURE _____

TYPE NAME _____

TYPE NAME John A. Peterson Jr.

TITLE _____

TITLE Mayor

DATE _____

(ENGINEER SEAL)

ENGINEER:

ATTEST _____

SIGNATURE _____

TYPE NAME _____

TYPE NAME Alan Dittenhofer

TITLE _____

TITLE Principal

DATE _____

2024 SCHEDULE OF BILLABLE HOURLY RATES

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring a consulting expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. Prior to client authorization, a detailed proposal, including a scope of services, will be prepared for all Capital Projects. All proposals are subject to negotiation and approval.

ENGINEERING

Certified Floodplain Manager	\$160
Project Manager, LSRP	\$175
Project Manager/Engineer	\$175
Project Engineer	\$170
Engineer	\$150
Senior Engineering Technician	\$138
Engineering Technician	\$110
Technical Aide	\$75

PLANNING

Planning Manager	\$175
Project Planner	\$170
Senior Landscape Architect/Planner	\$160
Landscape Architect/Planner	\$138

Principal	\$191
Regional Engineer/Manager	\$180
Engineering Department Head	\$180
Administrative Manager	\$113

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head	\$160
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Construction Management Personnel

Project Manager	\$150
Senior Construction Manager	\$135
Construction Manager	\$125
Asst Construction Manager	\$110

Observer Personnel

Observer Supervisor	\$150
Resident Observer NICET IV	\$145
Observer NICET II/III	\$140
Observer	\$135
Contract Administrator	\$125
NACE Certified Coating Inspector	\$150

SURVEY, CAD & GIS

Field Personnel

Surveyor	\$120
Party Chief	\$115
Transit/Rod Person	\$110
Robotic Crew	\$145

Office Personnel

Survey/CAD Department Head	\$160
Survey Manager	\$160
CAD/GIS Manager	\$155
Senior CAD/GIS Technician	\$135
CAD/GIS Technician	\$120

Mileage Commensurate in accordance with IRS Regulations