

RESOLUTION NO. 2024-383

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH VAN NOTE-HARVEY DIVISION OF PENNONI ASSOCIATES, HADDON HEIGHTS, NEW JERSEY FOR CONTINUATION OF ENGINEERING, DESIGN AND BIDDING SERVICES FOR THE VINELAND JAKE'S PARK ALL-INCLUSIVE PLAYGROUND

WHEREAS, on December 20, 2019, Van Note-Harvey Associates submitted a proposal to perform Engineering Services for the preparation of a conceptual engineering drawing for an All-Inclusive Jake's Park Playground (Jake's Park) in the City of Vineland as directed by Governor Philip Murphy to provide those children with disabilities a recreational facility integrated with all other children; and

WHEREAS, after a conceptual plan was created the City of Vineland determined it was in the best interest of the City and its residents to move forward with the design and bidding for specialized recreation designs and equipment tailored to meet the needs of the children; and

WHEREAS, Van Note-Harvey is now known as Van Note-Harvey Division of Pennoni Associates and has submitted a proposal to provide engineering, design and bidding services for the Jake's Park in accordance with the professional services agreement, no. 24-0002 in an amount not to exceed \$150,000.00; and

WHEREAS, the CFO has certified the availability of funds for the services to be performed.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute a professional services agreement with Van Note-Harvey Division of Pennoni in accordance with the proposal attached hereto and made a part hereof.

Adopted: August 27, 2024

President of Council

eea

ATTEST:

Deputy City Clerk

rgf

van note - harvey
division of pennoni

211 Bayberry Drive, Suite 1-A
Cape May Court House, New Jersey 08210
609-465-2600 Fax: 609-465-8028

www.vannoteharvey.com



Since 1894

*****SENT VIA EMAIL TO: bdickenson@vinelandcity.org*****

August 5, 2024

COVIN21009 (VNHA File: 44714-070-01)

Mr. Robert E. Dickenson Jr.
Business Administrator
City of Vineland
640 E. Wood Street
PO Box 1508
Vineland, NJ 08362-1508

**RE: Proposal for Engineering Design & Bidding Services
Jake's Park All Inclusive Playground
City of Vineland, Cumberland County, NJ**

Dear Mr. Dickenson,

Thank you for taking the time to meet with us on multiple occasions to discuss the City's vision for a proposed Jake's Park All Inclusive Playground. As a result of those multiple meetings, Van Note-Harvey, Division of Pennoni (VNH-Pennoni) is pleased to submit this proposal to perform the consulting engineering services for this project. Based upon our many meetings and discussions, the desired location for this new playground facility is the Joseph E. Romano Youth Sports Complex located off of Maple Avenue located on State owned land. This facility is already extensively used for various sports activities as well as tournaments and the incorporation of an all-inclusive playground facility will greatly complement and enhance its use to make it a premier sports facility for the City. Furthermore, all-inclusive playgrounds tend to become destinations for families outside of the immediate area who are looking to provide all-inclusive activities for their children and loved ones, thereby potentially bringing new economic activity to the various business in town.

As we discussed there were several options presented at different locations and with different layouts as part of this playground project which would include not only the construction of the playground itself but also the incorporation of ADA accessible fitness stations around the existing track at the site. These fitness stations coupled with a well thought out playground facility including incorporating amenities such as Sensory Gardens would provide activities for both young and old, regardless of capabilities.

Proposal for Engineering Design & Bidding Services
Jake's Park All-Inclusive Playground
City of Vineland, Cumberland County, NJ
August 5, 2024
Page 2 of 5

It is our understanding that while the entire concept and budget for the all-inclusive playground have increased as the concepts were developed, the City pursued and obtained Green Acres Development grant monies to fund a portion of the project and the City committed additional municipal funds as necessary for completion of the project.

In light of the above, I have prepared the following scope of services and fees for your consideration.

SCOPE OF SERVICES

Design Phase Services

- Attend up to six (6) meetings with designated City representatives to brainstorm ideas and discuss the various options or amenities to be included in the project.
- Prepare additional field surveying to supplement the previously prepared base plan to be used for detailed design. Surveying will be limited to the areas necessary to analyze and design the final project and will be tied into physical features such as roadways, etc. for orientation. A complete outbounds survey of the entire Athletic Facility complex is not included in the scope of services.
- Coordinate with equipment manufacturers to identify suggested components of the facility to be incorporated into the design including costs to purchase the equipment and to assist with the procurement of said equipment from State contract and/or approved co-ops.
- Prepare construction drawings and detailed specifications to be utilized for competitive public bidding of the project. The construction drawings are anticipated to include a cover sheet; existing conditions plan; site improvement dimensioning plan; equipment and foundation layout plan; drainage plan, if required; landscaping and lighting plan; soil erosion and sediment control plan; and detail sheets.
- Perform soil borings and analysis as necessary for stormwater design and compliance with State and local requirements.
- Prepare application forms for submission to the Cumberland Salem Conservation District.
- Coordinate with and submit documents required for review by DHS and DCA to enable construction of the new facility on State land.
- Coordinate with utility owners as necessary for the design and approval of utilities required for the project.
- Prepare an Engineer's Estimate of Probable Construction Cost.
- Prepare renderings of the proposed project for use by the City in creating advertisement pieces for the forthcoming project.

The deliverables for this phase would include the following which would be used for bidding the project:

1. Application form and submission package for Cumberland Salem Conservation District Certification;
2. Digital submission of plans and specifications to DHS and DCA for their review;

-
3. Ten (10) sets of the Construction Drawings and Detailed Specifications for bidding; and
 4. A signed and sealed Engineer's Estimate of Probable Construction Cost.

Bidding Phase Services

- Assist the City purchasing office with preparation of the complete bidding package for installation of the equipment and other site amenities utilizing the City's standard bidding forms and the VNHA detailed specifications.
- Respond to requests for information (RFI's) from prospective bidders and prepare addenda as necessary during the bid stage.
- Attend Bid Opening and prepare a tabulation of the bid results.
- Review bid results and prepare a recommendation relative to award of the project.

The deliverables for this phase would include the following:

1. Prepare responses to RFI's and issue addenda as necessary
2. Tabulation of Bids; and
3. Engineer's Recommendation letter relative to the award.

FEES

We propose to provide the above outlined scope of services to you based upon the following fees for services rendered plus the cost of any reimbursable expenses incurred which will be billed at our costs and/or standard rates:

Design Phase Services (Lump Sum Fee)	\$140,000.00
Bidding Phase Services (Lump Sum Fee)	\$ 6,000.00
Reimbursables/Out of Pocket Expenses (Budgetary)	\$ 4,000.00

ASSUMPTIONS

- a) The fees quoted and schedule indicated assume that this proposal will be accepted and returned within 30 days. If the proposal is accepted after this 30-day period, the fee and schedule may be subject to change.
- b) The services provided will address the regulatory requirements in effect on this date. Services required by new rules and regulations shall be considered additional services.
- c) The only services to be provided are as outlined in the Scope of Services above. Other unanticipated services including but not limited to any identification, delineation, or mapping of New Jersey Saltwater, Freshwater Wetlands or transition areas; Habitat assessments for Threatened & Endangered plant and wildlife species; NJPDES permitting services, other agency permitting; services relating to construction dispute mediation, arbitration or court claims; and traffic studies, are not included. Any additional services that may become necessary that can be provided by VNH-Pennoni and are authorized by you will be provided on an hourly basis in accordance with the attached Billing Rate Schedule.

Proposal for Engineering Design & Bidding Services
Jake's Park All-Inclusive Playground
City of Vineland, Cumberland County, NJ
August 5, 2024
Page 4 of 5

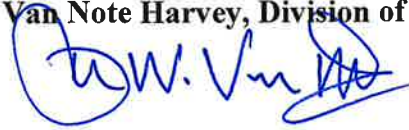
- d) The fees assume that all correspondence, plans, etc., relative to the project will be transmitted utilizing regular postal mail or email. Express mail, airborne, overnight mail or hand deliveries will be provided as a direct charge without markup.
- e) Application fees for regulatory agency submissions or reviews are the responsibility of the client and are not included in the fees quoted in this proposal.
- f) Reimbursable expenses include but are not limited to prints, overnight mail, travel and other out of pocket expenses.
- g) VNH-Pennoni cannot and does not guarantee that submission of the applications to the various reviewing agencies noted in this proposal will result in approvals, endorsements or issuance of permits and/or approvals.

Proposal for Engineering Design & Bidding Services
Jake's Park All-Inclusive Playground
City of Vineland, Cumberland County, NJ
August 5, 2024
Page 5 of 5

We appreciate the opportunity to prepare this proposal and look forward to assisting you with this project. If the terms and conditions described above meet with your approval, please indicate your acceptance by signing this proposal letter on the line provided below. Return one (1) signed copy of this proposal letter to our office.

If you have any questions or want to discuss modification of the scope of services, terms or conditions, please do not hesitate to contact me.

Sincerely,
Van Note Harvey, Division of Pennoni



James W. Verna, III
Principal Engineer, Office Director

cc: Richard Tonetta, Esq. (rtonetta@vinelandcity.org)

ACCEPTED BY:

_____ (Client) _____ (Date)

Please provide complete billing and contact information below.

(Name) _____

(Address) _____

(City, State, Zip Code) _____

(Phone No. with area code) _____

(Fax No. with area code) _____

(Email address) _____



Municipal Billing Rates

2024 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional.....	\$260
Principal Professional.....	\$244
Senior Professional.....	\$208
Project Professional.....	\$190
Staff Professional.....	\$188
Associate Professional.....	\$174
Graduate Professional.....	\$150
Technician III.....	\$134
Technician II.....	\$122
Technician I.....	\$118
Survey Crew.....	\$300
Senior Field Technician.....	\$140
Field Technician.....	\$120
Laboratory Technician.....	\$105
Building Code Official.....	\$120
Project Assistant.....	\$ 88

- ▶ Add 15% to above Survey Crew rates when OSHA 40-hour training required
- ▶ Technical Support/Expert Testimony Fee provided upon request
- ▶ 3 Person Survey Crew rates for roadwork provided upon request

“Professional” includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- ▶ Subconsultant/Subcontractor services: cost plus 10%
- ▶ Project Related Travel and Living Expenses: cost plus 10%
- ▶ Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- ▶ Passenger Vehicles: per IRS standard rate
- ▶ Field Vehicles: \$100.00/day
- ▶ Record Retrieval: \$500.00/request plus reprographic charge
- ▶ Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.



PENNONI ASSOCIATES INC.
GENERAL TERMS & CONDITIONS
MIPRL23001P

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.