

WALLINGTON BOARD OF EDUCATION

JEFFERSON SCHOOL
32 PINE STREET
WALLINGTON, NEW JERSEY 07057-1699
TELEPHONE NUMBER: (973) 777-4151
FAX NUMBER: (973) 470-9073

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON
ALL PACKAGES, DELIVERY
PAPERS, INVOICES, ETC.

NO. 19000996

DATE OF ORDER
JAN-16-2019

VENDOR NUMBER
2710

VENDOR :

NEGLIA ENGINEERING ASSOCIATES
34 PARK AVENUE
P.O. BOX 426
LYNDHURST, NJ 07071

SHIP TO

WALLINGTON BOARD OF EDUCATION
32 PINE STREET
WALLINGTON, NJ 07057

ATTN:

if this voucher is for more than \$25.00, affidavit below must be sworn to.

REQUESTED BY :

ALBERN

DEPARTMENT:

REQUISITION #

1036

PAGE : 1 OF 1

QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

1

PROPOSAL FOR SURVEYING AND ENGINEERING

26,840.000

26,840.00

SERVICES CIRCULATION AND PARKING LOT

IMPROVEMENTS-HS, GAVLAK

Inv: 3-5-2019

NOTE : THIS VOUCHER
MUST ACCOMPANY
YOUR INVOICE.

CLAIMANT'S CERTIFICATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

See Attached

VENDOR SIGN HERE

DATE

OFFICIAL POSITION
INCORPORATED ?

TAX ID NO. OR SOCIAL SECURITY NO

☐ YES

☐ NO

IMPORTANT:

Declaration must be signed and returned to Business Office with invoice before payment is made.

No Charges other than those specified will be allowed.

Exempt from Sales Tax pursuant to N.J.S.A. 18A:72A-18. Tax Exempt No. 22-6002366

EXAMINED AND RECORDED:

Shu

TOTAL

3012.50
26,840.00

ACCOUNT

AMOUNT

11-000-262-420-03-00-

3012.50 26,840.00

DISTRIBUTION TOTAL

26,840.00

Burash
BUSINESS ADMINISTRATOR/BOARD SECRETARY

NO ORDER VALID UNLESS SIGNED BY THE
BOARD SECRETARY/BUSINESS ADMINISTRATOR

[Signature]
FINANCE COMMITTEE CHAIRPERSON

Warrant # 37962

Date 4-8-19

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

JEFFERSON SCHOOL
32 PINE STREET
WALLINGTON, NEW JERSEY 07057-1699
TELEPHONE NUMBER: (973) 777-4151
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DATE OF ORDER
JAN-16-2019

VENDOR NUMBER
2710

NEGLIA ENGINEERING ASSOCIATES
34 PARK AVENUE
P.O. BOX 426
LYNDHURST, NJ 07071

WALLINGTON BOARD OF EDUCATION
32 PINE STREET
WALLINGTON, NJ 07057

REQUISITION #
1036

AMOUNT

26,840.00

29,827.50

~~26,840.00~~

1. Order invalid unless signed by the School Business Administrator/Board Secretary of the Board of Education.
2. Shipping Statement or Bill of Lading must accompany delivery of materials.
3. No charges other than those specified will be allowed.
4. Invoices, on forms provided by the Board of Education, must be forwarded to the Secretary.
5. Please submit invoice as soon as order is completed.
6. Delivery Hours: 8:00 A.M. to 4:00 P.M.
7. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract; 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
8. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

AMOUNT

26,840.00

26.840.00

Burschke

BUSINESS ADMINISTRATOR/BOARD SECRETARY

**NO ORDER VALID UNLESS
SIGNED BY THE BOARD
SECRETARY / BUSINESS
ADMINISTRATOR**

ACCOUNTS PAYABLE COPY

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 10, 2019

TO: Joseph Brunacki, III
Business Administrator / Board Secretary
Wallington Public Schools
Jefferson School
Pine Street
Wallington, New Jersey 07057

CC: James J. Albro, Wallington Superintendent of Schools

FROM: Gregory J. Polyniak, P.E., P.P., C.M.E., C.P.W.M.
David Juzmeski, P.E., P.P.

RE: Proposal for Surveying and Engineering Services
Circulation and Parking Lot Improvements
Wallington High School & Gavlak School
Borough of Wallington, Bergen County, New Jersey

Neglia Engineering Associates has received the following request to provide Surveying and Engineering Services for the above referenced project.

Description of Services - See attached Scope of Services.

Requested By: Joseph Brunacki, III

This agreement, when approved by **Wallington Board of Education** will be completed as follows:

1. On a lump sum basis for a cost of **Two Thousand Three Hundred Eighty-Four Dollars (\$2,384.00)** for Phase I – representing Surveying Services.
2. On a lump sum basis for a cost of **Twenty-Two Thousand Nine Hundred Fifty-Six Dollars (\$22,956.00)** for Phase II – Construction Documents representing Engineering Services.
3. On a material basis as needed for a cost of **One Thousand Five Hundred Dollars (\$1,500.00)** representing Phase III - Estimated Reimbursable Expenses (see pages 4 through 6 for terms and conditions for expenses).

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions



I. BACKGROUND

Neglia Engineering Associates understands the Wallington Board of Education would like to provide parking lot and circulation improvements to the Wallington High School and Gavlak School. The following project improvements are to be considered at the following locations:

Wallington High School

1. Mill and pave the existing driveways and parking lot surrounding the high school building
2. Provide additional drainage in the main parking lot to eliminate ponding issues
3. Provide additional parking spaces in the vicinity the Main Avenue entrance
4. Provide a concrete pad for trash bins
5. Provide design that attempts to leave concrete driveway slabs in place if possible
6. Remove basketball poles and re-stripe parking lot

Gavlak School

1. Construct new wall and enlarge driveway.

This proposal addresses surveying and engineering services for this project.

II. SCOPE OF SERVICES

Phase I – Preliminary Services

A. Partial Topographic Surveying Services

Neglia Engineering Associates shall prepare a partial topographic survey in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1) on Pulaski Avenue for the purposes of drainage design for the existing High School parking lot. We will utilize the boundary information acquired and illustrate on a previously prepared survey for the Wallington High School. This previous survey was prepared by our office.

The improvements to the property in question, including, but not limited to driveways, parking areas and utilities, striping, which may have an impact on the property in question, will be shown. The locations of utilities are to be determined by field evidence. No certification is made by Neglia Engineering Associates as to the accuracy and / or completeness of said utility information, if any, provided by others, nor as to the actual location of these or any other underground utilities or structures.

The horizontal datum shall be based upon the requirements of the Borough of Wallington and Bergen County. The vertical datum will be an assumed datum. The topographic information will be collected by means of on-site field surveying methods. This proposal assumes that access to the site and adjoining lots are not restricted for our fieldwork. We will require your and their approval to enter the site prior to any of our work.

Phase II – Construction Documents

A. Site Plan Drawings, Stormwater Management / Drainage Report, Preliminary Engineering Estimate, and Meetings

Once our office has prepared the above mentioned survey, our office would move forward with the construction documents. The following information will be designed and shown on the plan(s) for the proposed parking lot and circulation improvement project:



1. Cover Sheet
2. Demolition Plan
3. Dimension Control / Site Plan
4. Grading and Drainage Plan
5. Utility Plan
6. Landscaping Plan
7. Lighting Plan
8. Retaining Wall Design
9. Soil Erosion & Sediment Control Plan and Details
10. Construction Details

It shall be noted that the site plan effort will be based upon a single, approved site layout / concept scheme for each of the layout(s). We have not included a lighting design as we have assumed that the schools will utilize existing site lighting. A subsequent proposal for this additional scope and budget would be prepared upon request.

Neglia Engineering Associates would prepare a construction document engineer's estimate for site / civil engineering related aspects for the project as designed at the time of the estimate. In addition, Neglia Engineering Associates will prepare technical specifications for site / civil engineering aspects for this project. The aspects will include items such as the utility pipe, utility trenching, and landscaping.

We will attend meetings throughout all stages of the project (client, regulatory, and Zoning/Planning Board). The meeting time scope and budget includes the attendance at a maximum of four project design team meetings. Should the number of meetings exceed those listed above, Neglia Engineering Associates would issue a subsequent proposal with additional scope and budget.

B. MEP Engineering, Environmental Engineering, & Geotechnical Engineering Services

Neglia Engineering Associates has not included any scope and budget to provide these services. This includes but is not limited to conduit and electric system design to provide services for any proposed site lighting. We have assumed that your office would hire these consultants directly.

C. Department of Education Submittal

NEA will submit plans to the Department of Education for review, as required.

D. Soil Erosion Control Conservation District Submittal

Soil erosion and sediment pollution control plans, narrative reports, and calculations will be prepared in accordance with the New Jersey State Soil Erosion Regulations and will be submitted to the Bergen County Soil Conservation District. In addition, we will complete the stormwater management basin database form and Authorization to Discharge Stormwater during Construction Permit as required by the District (if necessary).

E. NJDEP Land Use and Other Permitting Services

Neglia Engineering Associates has not included any scope and budget for other permitting services included but not limited to NJDEP Flood Hazard Area, Freshwater Wetlands Permitting, NJDEP Treatment Works Permitting and NJDEP Safe Drinking Water Permitting services for this project.



At this time, it is not anticipated that these services will be required. Should they be deemed necessary, Neglia Engineering Associates would issue a subsequent proposal with additional scope and budget.

Phase III – Estimated Reimbursable Expenses

A. Estimated Reimbursable Expenses

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project. Should Neglia Engineering Associates not require this budget for reimbursable expenses we will not invoice the full budget amount.

If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will be provided upon request. All filing, review, processing, application, etc. fees will be provided by your office.

III. DELIVERABLES

We will prepare and forward the aforementioned items as mentioned above. Please see below pertaining to mass reproductions.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared begin upon receipt of a signed copy of this agreement and the General Conditions. The schedule below does not begin until authorization is received (signed copy of proposal received). Each week equates to five business days excluding holidays.

Phase I – Surveying Services	1.0 – 2.0 weeks#
Phase II – Construction Documents	2.0 – 3.0 weeks*+
Phase III – Estimated Reimbursable Expenses	Not Applicable
#	This project phase is weather dependent which is outside of our office’s control and can create delay. We will keep your office abreast of weather-related delays.
+	These project phases do not include any regulatory, stakeholder, etc. review time which could delay and increase the project timeframe.
*	This project phase begins once we have received authorization to proceed with the construction document phase from the BOE.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. The project budgets are illustrated on page one of this proposal.

It shall be noted that Neglia Engineering Associates has included specific meetings within the scope and budget of this proposal. We will submit a proposal with additional scope and budget should additional



meetings be required. In addition, Neglia Engineering Associates has included an estimated reimbursable expense budget. We will invoice your office for the actual expenses utilized without further authorization required.

VI. CONDITIONS AND EXCLUSIONS

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

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

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

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

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have not provided a budget for reimbursable expenses for this project. For this reason, they are in addition to the lump sum illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if request. All filing, review, processing, and application fees will be provided by your office.



NEA shall assume no liability for the existence of any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with Client's property or operation, or for any release or discharge or such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work NEA neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.

VII. GENERAL TERMS AND CONDITIONS

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

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

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

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

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative



responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

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

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

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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

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

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing



contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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

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

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

GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such



services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.

7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of **Wallington Board of Education**. Please sign one copy of this proposal and return same to this office. Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Engineering Associates

Gregory J. Polyniak, P.E., P.P., C.M.E., C.P.W.M.
Vice President

Very truly yours,
Neglia Engineering Associates

David Juzmeski, P.E., P.P.
Project Manager

Attachments: Year 2019 Municipal Rates

Accepted this 15 day of January 2019

By:

Title: SBA



NEGLIA ENGINEERING ASSOCIATES
2019 MUNICIPAL
HOURLY BILLING RATES for Municipal Projects

PRINCIPAL	\$178.00
PRINCIPAL ENGINEER / PRINCIPAL MANAGER	\$170.00
DIRECTOR/SENIOR PROJECT MANAGER	\$165.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00
SENIOR ENGINEER	\$155.00
DESIGN ENGINEER	\$125.00
ENGINEERING ASSISTANT	\$ 98.00
PROFESSIONAL PLANNER	\$160.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$140.00
LANDSCAPE DESIGN	\$108.00
COMPUTER AIDED DESIGNER	\$100.00
CONSTRUCTION MGMT / PROJECT COORDINATOR	\$100.00
TECHNICAL OBSERVATION LEVEL 1	\$105.00
TECHNICAL OBSERVATION LEVEL 2	\$ 95.00
PRINCIPAL SURVEYOR	\$160.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$152.00
SURVEY ANALYST	\$128.00
3 MAN SURVEY CREW	\$ 65.00
2 MAN SURVEY CREW	\$ 80.00
1 MAN SURVEY CREW (GPS)	\$145.00
CERTIFIED WETLAND DELINEATOR	\$152.00
LICENSED COLLECTION SYSTEM OPERATOR	\$115.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 2.00/sheet
MYLARS	\$15.00/sheet
COLOR PRINTS	\$53.00/sheet
PHOTOCOPIES (Black & White)	\$.15/page
PHOTOCOPIES (Color)	\$.25/page
MILEAGE	\$.55/mile
SUB-CONSULTANTS	10% administrative fee