

**BOROUGH OF ROOSEVELT**  
**33 N. Rochdale Ave, Roosevelt Borough, NJ 08555**

**DRAFT**  
**COUNCIL MEETING AGENDA**  
**APRIL 5, 2021 @ 7:00 P.M.**

DUE TO THE CORONAVIRUS AND THE NEED FOR SOCIAL DISTANCING, THIS MEETING WILL ALSO BE HELD REMOTELY AND AVAILABLE TO THE PUBLIC IN A LIVE FEED. TO ACCESS THE MEETING PLEASE FOLLOW THE INSTRUCTIONS BELOW:

Join Zoom Meeting

<https://us02web.zoom.us/j/3251865085?pwd=L1RWNlhPYTZZdUZ5R3piT0NZWHhuUT09>

Meeting ID: 325 186 5085

Password: 968068

One tap mobile

+16465588656,,3251865085#,,,0#,,968068# US (New York)

+13017158592,,3251865085#,,,0#,,968068# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Standard protocols for Remote Meetings set forth in Resolution 20-108 adopted November 23, 2020:

- 1) Members of the public wishing to make a comment during a remote meeting shall be permitted to do so using the audio and/or video technology under which the remote meeting is being held.
- 2) Members of the public may also submit written comments to the Council, through the Borough Clerk, by either e-mail to [clerk@rooseveltnj.us](mailto:clerk@rooseveltnj.us) or written letter to Borough Clerk, Borough of Roosevelt, 33 North Rochdale Ave, P.O. Box 128, Roosevelt, NJ 08555. Written comments must be received at least 24 hours prior to the noticed start of the remote meeting in order to be included in the meeting.
- 3) Public comments shall be received and/or read into the record during times designated during the meeting for public participation.
- 4) The Council reserves the right to pass over duplicative written comments; however, each duplicative comment shall be noted for the record with the content summarized.
- 5) A member of the public wishing to speak during a remote meeting shall state their name and address for the record prior to making their comment.
- 6) Members of the public commenting during a remote meeting shall not act in any manner to disrupt the meeting. If such a member of the public becomes disruptive during the meeting, the individual chairing the meeting shall mute, or direct the muting of, the disruptive member and warn that any continued disruption may result in the member being prevented from speaking during the meeting or be removed from the remote meeting. Disruptive conduct includes, but is not limited to, sustained inappropriate behaviors such as shouting, interruption, and the use of profanity.
- 7) Any member who continues to be disruptive after receiving a warning may be muted while other members of the public are allowed to proceed with their comments. If time permits, the disruptive individual shall be allowed to speak after all other members of the public are provided an opportunity to comment. Should the individual remain disruptive, the individual may be muted or kept on mute for the remainder of the remote meeting or removed from the meeting.

**TIME IN \_\_\_\_\_**

Adequate notice of this meeting, as required by Chapter 231, P.L. 1975, has been provided by a public notice on January 4, 2021 which was posted on the Bulletin Board at the Roosevelt Post Office and in the Borough Hall. The notice was published in The Times and Asbury Park Press.

**ROLL CALL**

Councilmember Luke Dermody  
Councilmember Louis Esakoff  
Councilmember Michael Hamilton  
Councilmember Steven Macher  
Councilmember Joseph Trammell  
Councilmember Chad Vroman  
Mayor Peggy Malkin

**MAYOR'S REPORT**

**PUBLIC COMMENT (Agenda items only)**

**CORRESPONDENCE:**

**APPROVAL OF MINUTES:**

1. Regular Meeting Minutes – March 15, 2021

**RESOLUTIONS:**

- |                  |   |
|------------------|---|
| Resolution 21-47 | Payment of Bills for March 15, 2021   |
| Resolution 21-48 | Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant Funded by PSEG   |
| Resolution 21-49 | Awarding Contract for Maintenance of Public Lands in the Borough to Kyle's Lawn and Landscaping   |
| Resolution 21-50 | Resolution Awarding Contract for Periodic Maintenance and Repair of the Borough's Emergency Standby Generators  |
| Resolution 21-51 | Resolution Authorizing Execution of Professional Engineering Services Agreements with Roberts Engineering Group, LLC for the Engineering and Construction of Roadway and Water Main Improvements on Farm Lane and School Lane |

**REPORTS OF COMMITTEE CHAIRS:**

Councilmember Dermody	Community Dev/Code
Councilmember Esakoff	Administration
Councilmember Hamilton	Finance
Councilmember Macher	Public Works
Councilmember Trammell	Utilities
Councilmember Vroman	Envi, Health & Safety

**UNFINISHED BUSINESS:**

1. Summer Recreation Program
2. Fourth of July Picnic

**NEW BUSINESS:**

1. Bulk Pick-Up - April 19, 2021
2. RAP is requesting use of the Amphitheater for an event on Saturday 4/24/21 at 3PM and their annual membership meeting on Saturday 5/22/21 at 3PM.

**PUBLIC COMMENT: (Any item)**

**M/Malkin opens the public comment at \_\_\_\_\_**

**M/Malkin closes the public comment at \_\_\_\_\_**

**CLOSED SESSION:**

Resolution 20- \_\_\_\_\_ Providing for a Private Executive Meeting that Excludes the Public

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

**ADJOURNMENT**

**TIME OUT \_\_\_\_\_**

**RESOLUTION NO. 21-47  
MEETING DATE: 04-05-2021**

**PAYMENT OF BILLS FOR APRIL 5, 2021**

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C/ \_\_\_\_\_ offered the following resolution and moved its adoption, which was second by C/ \_\_\_\_\_.

**WHEREAS**, the attached list of bills have been submitted to the Council for payment approval; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds for the payment of bills.

**NOW, THEREFORE, BE IT RESOLVED** that the bills on the attached bill list be paid.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**CERTIFICATION**

**I HEREBY CERTIFY** the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 5, 2021.

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Kathleen Hart  
Borough Clerk

April 1, 2021  
02:07 PM

BOROUGH OF ROOSEVELT  
Bill List By Vendor Name

Page No: 1

4-5-21 BILL LIST

P.O. Type: All  
Range: First to Last  
Format: Condensed

Open: N Paid: N Void: N  
Rcvd: Y Held: Y Aprv: N  
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CANNI005	CANNIZZARO, SALVATORE	21-00193	03/29/21	TAX COLL-REIMB:INK CARTRIDGES	Open	85.05	0.00		
COMPL010	COMPLETE CARE MAINTENANCE, LLC	21-00197	04/01/21	MAR 2021 SERVICES	Open	400.00	0.00		
CROSS005	CROSS OVER NETWORKS, LLC	21-00101	02/16/21	2021 TEAMVIEWER ANTI-VIRUS	Open	35.00	0.00		B
		21-00102	02/16/21	2021 OFF-SITE EDMUNDS BACKUP	Open	12.45	0.00		B
		21-00103	02/17/21	2021 OFF-SITE SERVER BACKUPS	Open	35.00	0.00		B
		21-00104	02/17/21	2021 IT SERVICES	Open	103.00	0.00		B
		21-00105	02/17/21	2021 EMAIL ARCHIVING	Open	110.00	0.00		B
						295.45			
DEBEV005	DEBEVEC, ANA	21-00183	03/23/21	REIMB:LIGHTING LENS-BORO HALL	Open	258.24	0.00		
FRANC005	FRANCOTYP-POSTALIA, INC.	21-00139	02/24/21	INK CARTRIDGE:POSTAGE MACHINE	Open	134.86	0.00		
GANNL005	GANN LAW BOOKS	21-00045	01/20/21	P/L BOARD-NJ ZONING/LAND USE	Open	161.00	0.00		
GANNE005	GANNETT NJ NEWSPAPERS	21-00173	03/18/21	FEB 2021 NOTICES	Open	30.60	0.00		
GEORG005	GEORGE S COYNE CHEMICAL CO INC	21-00133	02/23/21	SEWER-2021 CHEMICAL CONTRACT	Open	678.71	0.00		B
GLUCK005	GLUCK WALRATH, LLP	21-00188	03/26/21	BAN CLOSING 12/23/20	Open	1,150.00	0.00		
JCPL0005	JCP & L	21-00180	03/22/21	FEB 2021 ELECTRIC SERVICE	Open	834.64	0.00		
KYOCE005	KYOCERA DOCUMENT SOLUTIONS AME	21-00189	03/29/21	KYOCERA COPIER PYMT 30 OF 60	Open	192.63	0.00		
LYONS005	LYONS ENVIRONMENTAL SERV, LLC	21-00171	03/17/21	WATER TESTING-2/8/21	Open	40.00	0.00		
MONMO060	MONMOUTH COUNTY ASSESSORS ASSN	21-00185	03/25/21	2021 MEMBERSHIP DUES	Open	150.00	0.00		
MONMO005	MONMOUTH COUNTY BOARD OF	21-00181	03/23/21	TAX ASSESSOR-2021 POSTCARDS	Open	128.45	0.00		
ORKIN005	ORKIN PEST CONTROL SERVICE	21-00170	03/17/21	MAR 2021 PEST CONTROL	Open	39.13	0.00		

April 1, 2021  
02:07 PM

BOROUGH OF ROOSEVELT  
Bill List By Vendor Name

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PASSA005	PASSAIC VALLEY SEWERAGE								
		21-00172	03/17/21	SLUDGE DISPOSAL-FEB 2021	Open	604.80	0.00		
PETTY005	PETTY CASH								
		21-00168	03/16/21	REIMBURSE PETTY CASH	Open	70.66	0.00		
		21-00169	03/17/21	REIMBURSE PETTY CASH	Open	70.66	0.00		
		21-00177	03/22/21	REIMBURSE PETTY CASH	Open	17.20	0.00		
		21-00186	03/25/21	REIMBURSE PETTY CASH	Open	40.00	0.00		
		21-00194	03/30/21	REIMBURSE PETTY CASH	Open	70.66	0.00		
						<u>269.18</u>			
PROFE005	PROFESSIONAL GOVT EDUCATORS								
		21-00088	02/10/21	TAX COLLECTOR-4/23/21 WEBINAR	Open	90.00	0.00		
PSEGC005	PSE & G CO.								
		21-00175	03/18/21	FEB 2021 GAS SERVICE	Open	857.68	0.00		
READY005	READY REFRESH BY NESTLE								
		21-00174	03/18/21	WATER+RENTAL:DELIVERY 2/9/21	Open	42.93	0.00		
ROBER005	ROBERTS ENGINEERING GROUP, LLC								
		19-00076	01/30/19	WATER MAIN-HOMESTEAD,ELM,CEDAR	Open	135.00	0.00		B
		19-00726	10/31/19	ROAD IMPROV:NURKO & ELM	Open	496.75	0.00		B
		20-00153	02/27/20	PARKING LOT & DRAINAGE IMPROV	Open	1,683.00	0.00		B
		20-00463	07/30/20	ROAD IMPROV:FARM & SCHOOL	Open	1,789.00	0.00		B
		20-00464	07/30/20	WATER MAIN REPL-FARM & SCHOOL	Open	2,274.50	0.00		B
		21-00061	01/27/21	TRICKLING FILTERS/PHOSPHATE	Open	135.00	0.00		B
		21-00195	03/30/21	DRBC YEARLY WATER AUDIT	Open	623.75	0.00		
		21-00196	03/30/21	MISC SEWER 3/4-3/9/21	Open	425.00	0.00		
						<u>7,562.00</u>			
ROOSE005	ROOSEVELT BOARD OF EDUCATION								
		21-00178	03/22/21	APR 2021 SCHOOL TAXES	Open	146,386.00	0.00		
RUSSE005	RUSSELL REID, INC.								
		21-00107	02/17/21	2021 SLUDGE REMOVAL	Open	739.62	0.00		B
SOBEL005	SOBEL HAN & CANNON, LLP								
		21-00191	03/29/21	LEGAL SERVICES-JAN 2021	Open	2,500.00	0.00		
		21-00192	03/29/21	JAN 2021-MILLSTONE FD & EMS	Open	165.00	0.00		
						<u>2,665.00</u>			
THEHO010	THE HOME DEPOT								
		21-00176	03/18/21	BATTERY FOR EMERGENCY LIGHTS	Open	14.99	0.00		
VERIZ015	VERIZON								
		21-00182	03/23/21	PHONE/INTERNET-MAR 2021	Open	687.92	0.00		
WRNEU005	W.R. NEUMANN COMPANY, INC.								
		21-00092	02/10/21	WATER-2021 CHEMICAL CONTRACT	Open	225.65	0.00		B
WEBHA005	WEB HAULING & DISTRIBUTION, INC								
		21-00159	03/08/21	PUMP LAKE DR PUMP PIT 2/26/21	Open	233.13	0.00		

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BOROUGH OF ROOSEVELT  
Bill List By Vendor Name

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Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type

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Total Purchase Orders:	44	Total P.O. Line Items:	0	Total List Amount:	164,957.66	Total Void Amount:	0.00
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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
	0-01	1,683.00	0.00	1,683.00	0.00	0.00	1,683.00
	1-01	153,217.18	0.00	153,217.18	0.00	0.00	153,217.18
	1-09	<u>4,077.23</u>	<u>0.00</u>	<u>4,077.23</u>	<u>0.00</u>	<u>0.00</u>	<u>4,077.23</u>
Year Total:		157,294.41	0.00	157,294.41	0.00	0.00	157,294.41
	C-04	2,550.25	0.00	2,550.25	0.00	0.00	2,550.25
	C-08	<u>3,430.00</u>	<u>0.00</u>	<u>3,430.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,430.00</u>
Year Total:		5,980.25	0.00	5,980.25	0.00	0.00	5,980.25
Total of All Funds:		<u><u>164,957.66</u></u>	<u><u>0.00</u></u>	<u><u>164,957.66</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>164,957.66</u></u>



**RESOLUTION NO. 21-48**  
**MEETING DATE: 04-05-2021**

**RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING  
THE SUSTAINABLE JERSEY GRANT FUNDED BY PSEG**

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C/ \_\_\_\_\_ offered the following resolution and moved its adoption, which was second by C/ \_\_\_\_\_

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Borough of Roosevelt strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, the Borough of Roosevelt is participating in the Sustainable Jersey Program; and

**WHEREAS**, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program.

**THEREFORE**, the Borough Council of the Borough of Roosevelt has determined that the Borough of Roosevelt should apply for the aforementioned Grant.

**THEREFORE, BE IT RESOLVED**, that the Borough Council of the Borough of Roosevelt, State of New Jersey, authorizes the submission of the aforementioned Sustainable Jersey Grant application.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**CERTIFICATION**

**I HEREBY CERTIFY** the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 5, 2021.

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Kathleen Hart  
Borough Clerk

**RESOLUTION NO. 21-49**  
**MEETING DATE: 04-05-2021**

**AWARDING CONTRACT FOR MAINTENANCE OF PUBLIC LANDS IN THE  
BOROUGH TO KYLE'S LAWN AND LANDSCAPING**

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C/ \_\_\_\_\_ offered the following resolution and moved its adoption, which was second by C/ \_\_\_\_\_.

**WHEREAS**, the Mayor and Council of the Borough of Roosevelt wish to have an agreement for landscape maintenance of public lands in the Borough; and

**WHEREAS**, the purchasing agent sent out the grounds maintenance specifications to four contractors; and

**WHEREAS**, only one was received as follows:

Kyle's Lawn and Landscaping, LLC                      \$11,716.00

**WHEREAS**, the Chief Financial Officer only certifies the amount in the temporary budget as available and amounts past the temporary budget are subject to sufficient funds being available in the 2021 adopted budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Roosevelt that the Borough retain the services of Kyle's Lawn and Landscaping at a price not to exceed \$11,716.00.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, certified by the Borough Clerk to be a true copy, be forwarded to Kyle's Lawn and Landscaping, LLC, the Certified Municipal Financial Officer, the Treasurer and the Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council hereby approve the proposal and award a contract for maintenance of public lands in the Borough to Kyle's Lawn and Landscaping, LLC in accordance with the attached specifications, for the period of April through October 2021.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Certification

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 5, 2021.

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Kathleen Hart  
Borough Clerk

**RESOLUTION NO. 21-50**  
**MEETING DATE: 04-05-2021**

**RESOLUTION AWARDING CONTRACT FOR PERIODIC MAINTENANCE AND REPAIR OF  
THE BOROUGH'S EMERGENCY STANDBY GENERATORS**

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C/ \_\_\_\_\_ offered the following resolution and moved its adoption, which was second by  
C/ \_\_\_\_\_.

**WHEREAS**, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the "Borough") has a need to retain the services of a qualified contractor for the periodic maintenance and repair of the Borough's four (4) standby emergency generators located at Borough Hall, the Lake Drive lift station, the wastewater treatment plant, and the water treatment plant; and

**WHEREAS**, the Borough of Roosevelt wishes to utilize, under State Contract No. T2723, Warshauer Generator, LLC, 800 Shrewsbury Avenue, Tinton Falls, NJ 07724 to perform periodic maintenance and repair of the Borough's four (4) standby emergency generators located at Borough Hall, the Lake Drive lift station, the wastewater treatment plant, and the water treatment plant in the amount of \$2,800.00; and

**WHEREAS**, in accordance with the requirements of the Local Public Contract Law N.J.S.A. 40:11-12 et seq., and the regulations promulgated thereunder, the purchase of goods and services by local contracting units without competitive bids is authorized from vendor(s) with state contracts; and

**WHEREAS**, the Borough's Chief Financial Officer has certified the availability of funds in the amount of \$2,800.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Roosevelt that the Borough hereby authorizes the Warshauer Generator, LLC, 800 Shrewsbury Avenue, Tinton Falls, NJ 07724, State Contract No. T2723 for a total amount of \$2,800.00.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, certified by the Borough Clerk to be a true copy, be forwarded to the following:

1. Warshauer Generator, LLC
2. Borough Treasurer

ROLL CALL:  
AYES:  
NAYS:  
ABSTAIN:  
ABSENT:

Certification

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 5, 2021.

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Kathleen Hart  
Borough Clerk

**RESOLUTION NO. 21-51**  
**MEETING DATE: 04-05-2021**

**RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL ENGINEERING SERVICES AGREEMENTS WITH ROBERTS ENGINEERING GROUP, LLC FOR THE ENGINEERING AND CONSTRUCTION OF ROADWAY AND WATER MAIN IMPROVEMENTS ON FARM LANE AND SCHOOL LANE**

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C/ \_\_\_\_\_ offered the following resolution and moved its adoption, which was seconded by C/ \_\_\_\_\_.

**WHEREAS**, on or about March 25, 2019, the New Jersey Department of Transportation awarded the Borough of Roosevelt, County of Monmouth, State of New Jersey (the "Borough") a municipal aid grant in the amount of \$240,000.00 for road improvements to Farm Lane; and

**WHEREAS**, on or about November 21, 2019, the New Jersey Department of Transportation awarded the Borough a municipal aid grant in the amount of \$255,000.00 for road improvements to School Lane (together with the aforementioned Farm Lane grant, collectively, the "Road Replacement Project"); and

**WHEREAS**, the Borough Engineer strongly recommended that the water mains lying under Farm Lane and School Lane (the "Water Main Project") be replaced in conjunction with the Road Replacement Project for reasons of economy and efficiency; and

**WHEREAS**, the Borough's Governing Body desires to move forward with the Water Main Project and the Road Replacement Project so as to take advantage of the NJDOT municipal aid grants for the Road Replacement Project and 50% principal loan forgiveness terms under the N.J. I-Bank Loan Program for the Water Main Replacement Project; and

**WHEREAS**, on July 27, 2020, by Resolution No. 20-78, the Borough's Governing Body approved two (2) proposals from the Borough Engineer for the engineering and construction of the projects, in the respective amounts of \$104,000.00 for the Road Replacement Project and \$57,000.00 for the Water Main Project; and

**WHEREAS**, the Borough Engineer, for the I-Bank financing of the projects, has presented the Borough with two (2) Professional Engineering Services Agreements memorializing the Borough's prior authorizations under Resolution No. 20-78 on July 27, 2020; and

**WHEREAS**, the Borough Attorney has reviewed the Professional Engineering Services Agreements and finds same to be acceptable;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey that hereby authorizes the Mayor to execute the two (2) Professional Engineering Services Agreements attached hereto as Exhibits A & B for the engineering and construction of the Road Replacement Project and the Water Main Project;

**AND, BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided by the Borough Clerk to each of the following:

1. Borough CFO
2. Borough Purchasing Agent
3. Borough Engineer

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

**CERTIFICATION**

**I HEREBY CERTIFY** the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on April 5, 2021.

---

Kathleen Hart  
Borough Clerk

# EXHIBIT A

**AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made as of \_\_\_\_\_ between the **Borough of Roosevelt**, in the County of Monmouth and State of New Jersey, having its principal office at 33 North Rochdale Avenue, Roosevelt, NJ 08555 (CLIENT), and **ROBERTS ENGINEERING GROUP, LLC**, having its principal office at 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 (ENGINEER).

WHEREAS, CLIENT intends to replace deteriorated water mains and services at Farm Lane and School Lane as listed below (the "Project");

Improvements to Farm Lane and School Lane

WHEREAS, the CLIENT requires professional engineering services for assistance with the planning, design, specification and permitting processes as well as preparation of the loan application for the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust for the Project;

WHEREAS, the CLIENT desires that the ENGINEER undertake these professional engineering services.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

**SECTION 1 – BASIC SERVICES OF ENGINEER**

1.1 General.

1.1.1. ENGINEER shall provide the following professional services: planning, design, specifications, permitting, processing of the loan application and supporting materials

**SECTION 2 – PAYMENTS TO ENGINEER**

2.1. The Not to Exceed amounts of compensation for Basic Services as described herein is \$65,000.00.

2.1.1 This Not to Exceed amount shall not be exceeded without the express written authorization of CLIENT. If, at any time, the ENGINEER determines that the Not to Exceed amount will not be sufficient to complete the professional services, written notice of the same shall be given to the CLIENT, accompanied by the estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case this Agreement shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the budget (in which case this Agreement shall be amended by mutual agreement to set forth the revised scope of work). The ENGINEER shall not

be responsible for any problems arising as a result of the CLIENT's reducing the services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

BOROUGH OF ROOSEVELT

\_\_\_\_\_  
Kathleen Hart, RMC, CMR  
Borough Clerk

By: \_\_\_\_\_  
Peggy Malkin  
Mayor

ATTEST:

ROBERTS ENGINEERING GROUP, LLC

\_\_\_\_\_  
Nicole Nunez  
Notary

By: \_\_\_\_\_  
Carmela Roberts, P.E.  
President



# EXHIBIT B

**AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING CONSTRUCTION SERVICES**

THIS AGREEMENT is made as of \_\_\_\_\_ between the BOROUGH OF ROOSEVELT, in the County of Monmouth and State of New Jersey, having its principal office at 33 North Rochdale Avenue, Roosevelt, NJ 08555 (CLIENT), and **ROBERTS ENGINEERING GROUP, LLC**, having its principal office at 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 (ENGINEER).

WHEREAS, CLIENT intends replace water mains at Farm Lane and School Lane as listed below (the "Project");

Improvements to Farm Lane and School Lane

Scope: The work to be performed under this contract consists of replacing existing deteriorated water mains and services with new 6" fusible HDPE water main and 1" copper services.

The above is an outline of the major items of work and is not meant to be an exhaustive identification of all required work items.

WHEREAS, the CLIENT requires professional engineering services for assistance during the bidding phase of the Project, and for observation during the construction phase of the Project;

WHEREAS, the CLIENT desires that the ENGINEER undertake these professional engineering services.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide the professional services as described in this Agreement.

1.2 Bidding Phase.

During the Bidding Phase, ENGINEER shall:

1.2.1. Assist CLIENT in obtaining bids for each separate prime contract for construction, materials, equipment and services by distributing Contract Documents and Bid Documents to prospective bidders and collecting such costs, fees and deposits from prospective bidders as may be established for the use thereof.

1.2.2. Attend bid openings, assist CLIENT in evaluating bids or proposals, tabulate bids or proposals, prepare a report to CLIENT discussing the bids or proposals received and stating whether or not the process submitted therein are, in ENGINEER's opinion, appropriate for the work to be performed, and furnishing recommendations on the award of construction contracts.

1.2.3. Assist CLIENT in awarding contracts.

1.2.4. Assistance in the preparation of formal contract documents for the award of contracts.

### 1.3 CONSTRUCTION PHASE.

During the Construction Phase ENGINEER shall:

1.3.1 Consultation and advice to the Client during construction.

1.3.2 Provide general communication with owner and Contractor throughout the duration of construction regarding such issues as progress, submittal status, construction issues and their resolution.

1.3.3 Provide communication and correspondence with the NJDEP.

1.3.4 Maintain project files as required for periodic inspection by the NJDEP.

1.3.5 Conduct pre-construction meeting, establish agenda, issue notice to proceed.

1.3.6 Review and approve progress schedule, schedule of submittals, schedule of values required to be submitted by the contractor.

1.3.7 Prepare monthly progress reports.

1.3.8 Preparation of elementary sketches and supplementary sketches required to resolve actual field conditions encountered.

1.3.9 Checking detailed construction drawings and shop & erection drawings submitted by contractors for compliance with design concept.

1.3.10 Reviewing laboratory, shop and mill test reports of materials and equipment.

1.3.11 Observing initial operation of the project, or of performance tests required by specifications.

1.3.12 Making a final inspection and reporting on the completed project.

1.3.13 During the first year of operation, directing the operation of the treatment works, revising the O&M Manual to reflect actual operating problems and experience, advising the applicant as to whether the treatment works is meeting the project performance standards, certifying project performance standards after one year of operation of the treatment works and undertake

corrective actions, if the applicant fails to achieve compliance with the project performance standards.

1.3.14 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of Contractor(s) and provide appropriate reports to CLIENT.

1.3.14.1 The ENGINEER's efforts will be directed toward providing a greater degree of confidence for CLIENT that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions of safety programs incident to the work of Contractor(s) or for site safety generally, or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work.

1.3.14.2 During such visits, and on the basis of such construction observations, ENGINEER shall endeavor to guard CLIENT against defects and deficiencies in such work and may disapprove or reject work if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.3.14.3 ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services. However, ENGINEER shall not be responsible for defective work of the Contractor and DESIGN ENGINEER or the failure of Contractor(s) to perform work in accordance with the requirements of the Contract Documents and shall not guarantee the work of Contractor(s).

1.3.14.4 No action or omission of the ENGINEER shall relieve Contractor(s) from their obligations under the Contract Documents. No action or omission by the ENGINEER shall give rise to any duty or responsibility of the ENGINEER to Contractor(s), any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees, or any other person performing any work on or for the Project.

1.3.15 Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which Contractor(s) are required to submit, but only for conformity with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to the means, methods, sequences, techniques or procedures of construction, to safety precautions and programs incident thereto, or to site safety, generally); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (For general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

- 1.3.16 Issue all instructions of the CLIENT to Contractor(s) ; issue necessary interpretations and clarifications of the Contract Documents with the assistance of the DESIGN ENGINEER and, in connection therewith, review claims and prepare change orders as required; process any complaints from residents; conduct job meetings with contractors and Resident Staff; have authority, as CLIENT's representative; to require special inspection or testing of the work, with the costs of such inspection and testing to be paid by the CLIENT; act as initial interpreter of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 1.3.17 Provide full time construction inspection/observation services during periods when the contractor is on site to monitor the contractor's progress and compliance with the contract drawings and specifications, including the contractor's environmental protection and restoration measures.
- 1.3.18 Prepare daily inspection reports.
- 1.3.19 Based on the ENGINEER's construction observations and on review of applications for payment and the accompanying data schedules, recommend in writing payments to Contractor(s) in such amounts as are owing to the Contractor(s). Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in general accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in ENGINEER's recommendation), and that payment of the amount recommended is due Contractor(s). ENGINEER is not required to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, nor determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claim, security interest or encumbrance.
- 1.3.20 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in general accordance with the Contract Documents and if Contractor has fulfilled his obligations thereunder, so that the ENGINEER may recommend, in writing, final payment to each Contractor and reporting to the CLIENT on project completion by issuing a Certificate of Completion. Any such recommendation and notice shall be subject to the limitations expressed in this agreement.
- 1.3.21 Provide the services required of the ENGINEER by virtue of the General Conditions of CLIENT's Construction contract. However, nothing contained in said General Conditions shall extend the duties, responsibilities and authority of ENGINEER beyond those expressly assigned to ENGINEER under Section 1 and Section 2 of this Agreement.
- 1.3.22 ENGINEER shall not be responsible for the acts or omissions of DESIGN ENGINEER, of any consultants, any Contractor(s), any subcontractor, or any of their agents or employees or any persons (except the ENGINEER's own employees and agents) at the site of otherwise performing any of the Contractor(s)' work.

- 1.3.23 Provide field control surveys necessary to establish reference points for use by Contractor for construction stake out.
- 1.3.24 ENGINEER will assist Contractor in organizing and completing the requisite Operation and Maintenance Manuals for CLIENT.
- 1.3.25 Provide for CLIENT, a set of reproducible record prints of Drawings, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 1.3.26 Technical observation of construction by a fulltime resident project engineer or representative and supporting staff, as required, who will:
  - 1. Observe the work for compliance with the contract documents
  - 2. Review requests for monthly and final payments to contractors
  - 3. Issue certificates of completion to the Client on completed construction contracts
- 1.3.27 Review claims and change orders
- 1.3.28 Processing of complaints and releases from citizens
- 1.3.29 Job meetings with Contractors and Resident Staff
- 1.3.30 Environmental Inspection services by special experts related to environmental restoration work.
- 1.3.31 Prepare and issue punchlist of remaining work items.
- 1.3.32 Meeting special State & Federal requirements such as:
  - 1. Regulatory agency inspection
  - 2. Environmental Protection
  - 3. Requirement by C. of E. Manuals
  - 4. Permit Enforcement
  - 5. MBE Recruitment for construction
- 1.3.33 Certifying Partial & Final Payments
- 1.3.34 Prepare record drawings at the completion of the project.

## SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

### 2.1. General.

If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as

indicated in Section 5. Unless indicated to the contrary in Exhibit C, the following shall be considered as Additional Services:

- 2.1.1. Services resulting from significant changes in extent of the Project or its design and services in connection with change orders to reflect changes requested by CLIENT.
- 2.1.2. Services resulting from the award of more than one separate contract for construction, materials, equipment or services for the Project.
- 2.1.3. Providing any type of field surveys, other than the basic control surveys to enable Contractor(s) to proceed with their work; providing other special field surveys; property surveys of existing properties or negotiations or meetings with owners of property required or affected by the Project. Providing surveys, etc., which are the responsibility of the Owner to provide under Section 3.3.
- 2.1.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the completion date noted in the CLIENT's Contract Documents for construction, (4) acceleration of the progress schedule involving material services to be performed beyond normal working hours, and (5) default by Contractor(s), (6) errors caused by the design engineer.
- 2.1.5. Protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.6. Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Project, the CLIENT shall authorize proper compensation for the ENGINEER's preparing to serve and serving as such witness.
- 2.1.7. Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement.

### SECTION 3 – CLIENT'S RESPONSIBILITIES

CLIENT shall:

- 3.1. Examine all studies, reports, sketches, Construction Agreements, General Conditions, Supplementary Conditions, Bid Forms, Invitations to Bid, Instructions to Bidders, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advise of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination within a reasonable time so as not to delay the services of ENGINEER.
- 3.2. Obtain approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

- 3.3. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project and such legal services as CLIENT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.4. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformity in the work of any Contractor.
- 3.5. Furnish or request ENGINEER to provide necessary Additional Services as required.
- 3.6. Provide all record keeping and file reports as required in compliance with the requirements of the State of New Jersey for MBE and SED services.

#### SECTION 4 – PERIOD OF SERVICE

- 4.1. The provisions of the Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in the Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction phase.
- 4.2. After CLIENT shall commence negotiations with prospective contractors or shall advertise for bids, whichever is applicable, ENGINEER shall then proceed with performance of the services called for in the Bidding Phase. The Phase shall terminate and the services to be rendered thereunder, shall be considered complete upon commencement of the Construction Phase, or upon rejection of bids, if CLIENT is not successful in entering into a contract for construction.
- 4.3. After execution of the contract for the Project or any part thereof, ENGINEER will commence providing services under the Construction Phase. The Construction Phase will end upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4. If there have been material modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

#### SECTION 5 – PAYMENTS TO ENGINEER

- 5.1. Methods of Payment for Services and Expenses of ENGINEER.
  - 5.1.1. For Basic Services during the Bidding Phase and Construction Phase.
    - 5.1.1.1. CLIENT shall pay ENGINEER for Basic Services rendered under Section 1.2, Bidding Phase, and Section 1.3., Construction Phase, on a time and materials basis under the attached Hourly Fee Schedule for the actual hours of service rendered by any employees assigned to the Project.



5.1.1.2. The Not to Exceed amounts of compensation for Basic Services as described under Section 1, herein, to be rendered during the Bidding Phase and Construction Phase are as follows:

\$96,000.00

5.1.1.3. These Not to Exceed amounts shall not be exceeded without the express written authorization of CLIENT. If, at any time, the ENGINEER determines that the Not to Exceed amounts will not be sufficient to complete the Construction Phase services, written notice of the same shall be given to the CLIENT, accompanied by the estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case this Agreement shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the budget (in which case this Agreement shall be amended by mutual agreement to set forth the revised scope of work). The ENGINEER shall not be responsible for any problems arising as a result of the CLIENT's reducing the services.

5.1.2. For Additional Services. CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

5.1.2.1. For Additional Services rendered under Section 2.1 on the basis of the attached Hourly Fee Schedule, and the actual hours of services rendered by any employees to the Project.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.10.

5.1.3. For Reimbursable Expenses. As part of the payments provided for in Paragraph 5.1.1.3 and 5.1.2, CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with his services.

5.1.4. The terms ENGINEER's Hourly Fee Schedule and Reimbursable Expenses shall have the meanings assigned to them in Paragraph 5.4. hereinafter.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered (based upon the percentage of completion) and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If CLIENT fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1½ % per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and reimbursable expenses.

5.3.2. In the event of a termination under paragraph 6.1 of this Agreement, ENGINEER will be paid for unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

5.4. Definitions.

5.4.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery charges; photographic and photocopying expenses; reproduction of reports, Drawings, Specifications, and Project-related items as set forth in Exhibit F hereto.

5.4.2 ENGINEER's Hourly Fee Schedule. ENGINEER's Hourly Fee Schedule is the rate schedule attached hereto, which has been prepared in anticipation of the one (1) year construction contract completion period.

A copy of ENGINEER's Hourly Fee Schedule is included as Exhibit D. When payment to ENGINEER is based upon ENGINEER's Hourly Fee Schedule, the Hourly Fee Schedule and classification of the employee or employees involved which are in effect at the time the services are provided shall be the basis of determining payment.

## SECTION 6 – GENERAL PROVISIONS

6.1. Termination.

This Agreement may be terminated by either party upon seven (7) 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.

6.2. Reuse of Documents.

All documents prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of 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. CLIENT shall not reuse said documents without the express written consent of ENGINEER.

6.3. Project Records.

6.3.1. As used in this Agreement, the term, "Records", shall include – plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

6.3.2. Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all

Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

6.4. Governing Law.

This Agreement is to be governed by the laws of the State where the services are to be performed.

6.5. Successors and Assigns.

6.5.1. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.5.2. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, without limitation, moneys that may become due or moneys that are due) without the express written consent of the other, except as stated in Paragraph 6.5.1. and except to the extent that the effect of this limitation may be restricted by law 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 ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the services hereunder.

6.5.3. Nothing in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

6.6. Estimates of Construction Cost.

6.6.1. The construction cost of (herein referred to as "Construction Cost") means the total cost to CLIENT of those portions of the Project designed and specified by the DESIGN ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to CLIENT. Construction Cost is one of the items comprising total Project Cost.

6.6.2. Since ENGINEER has no control over the cost of labor, materials or equipment, or over Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project Cost or Construction Cost will not vary from opinions of estimated cost prepared by the DESIGN ENGINEER.

6.6.3. In the event that the ENGINEER encounters on or under the Project Site materials reasonably believed to be hazardous, toxic or pollutant materials (including, without limitation, asbestos

materials), the ENGINEER shall immediately stop working in the area affected and report the condition to the CLIENT in writing. The ENGINEER's work shall not be resumed in the area affected except by written agreement of the CLIENT and ENGINEER. The ENGINEER shall not be required to perform without consent any work relating to hazardous, toxic or pollutant materials (including, without limitation, asbestos materials).

#### 6.7. Insurance

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages.

- A. Worker's Compensation Insurance with statutory coverage and \$500,000 employer's liability coverage.
- B. Commercial General Liability Insurance with aggregate limits of \$1,000,000.
- C. Automobile Liability Insurance with aggregate limits of \$500,000.
- D. Professional Liability Insurance with aggregate limits of \$1,000,000.

## SECTION 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1. The following Exhibits are attached to and made a part of this Agreement.
  - 7.1.1. Exhibit A – Provisions which CLIENT agrees to insert in all Construction Contract(s) to be entered into for the Project.
  - 7.1.2. Exhibit B – Mandatory Affirmative Action Clause.
  - 7.1.3. Exhibit C – Americans with Disabilities (ADA) Compliance.
  - 7.1.4. Exhibit D – ENGINEER's Hourly Fee Schedule.
- 7.2. This Agreement is subject to the following special provisions.
  - 7.2.1. The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.
  - 7.2.2. CLIENT agrees to be responsible for having the clauses set forth in Exhibit A inserted into all Construction Contract(s) to be entered into for the Project.
  - 7.2.3. Waive and Indemnification.
    - 7.2.3.1. The CLIENT hereby agrees to indemnify and hold harmless ENGINEER and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to – attorney's fees and court and arbitration costs), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of ENGINEER, or any claims against ENGINEER arising from the acts, omissions or work of others, **except to the extent (percentage of responsibility) that the claims, damages, losses or expenses proximately resulted from the negligent acts, errors or omissions of ENGINEER.** Such indemnification shall apply notwithstanding any joint and several liability, or strict liability of ENGINEER, but shall not apply to claims, damages, losses or expenses resulting from the sole negligence of ENGINEER if finally found by a court of competent jurisdiction to be an impermissible subject of indemnification under the applicable law, it being, the intention of the Waiver and Indemnification Agreement that the CLIENT shall indemnify ENGINEER to the fullest extent permitted by law for, liabilities arising other than from the comparative negligence of ENGINEER. Such indemnification shall not apply to claims, damages, losses or expenses which are **finally** determined to result from the gross negligence, willful misconduct, fraud, intentional tort, bad faith or criminal misconduct of ENGINEER.

- 7.2.3.2. Without limiting the generality of the foregoing, the above indemnification extends to claims against ENGINEER which arise out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases,, thermal irritants or contaminants, nuclear material, asbestos material, or any other materials, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- 7.2.3.3. In addition to and not in lieu of the above indemnification, the CLIENT does hereby waive any and all claims against ENGINEER for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability. Both the CLIENT and ENGINEER agree to waive the right to trial by jury and in any legal proceedings relating to this Agreement.
- 7.2.3.4. In the event that the indemnification undertakings of the CLIENT, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.
- 7.2.3.5. Notwithstanding, anything else to the contrary herein, the liability of ENGINEER under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the total amount of payments made to ENGINEER for services rendered under this Agreement.
- 7.2.3.6. The CLIENT acknowledges that ENGINEER's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of ENGINEER's reliance on the foregoing limitation, indemnification and waiver undertakings of the CLIENT.
- 7.2.3.7. This Waiver and Indemnification Agreement is given in consideration of ENGINEER entering into this Agreement for Professional Engineering Services.

#### SECTION 8 – POLITICAL CONTRIBUTION DISCLOSURE

- 8.1. The within contract has been awarded to the Engineer based upon the merits and abilities of the Engineer to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq. As such, the undersigned do hereby attest that the Engineer, her Firm, her Firm's subsidiaries and assigns, and any principals controlling in excess of ten percent (10%) of her Firm, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Engineer's eligibility to perform this contract, nor will the Engineer or her Firm make a reportable contribution during the term of the within contract to any political party committee in the Borough of Roosevelt if a member of that political party is serving in an elective public office of the Borough of Roosevelt when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Roosevelt when the contract is awarded.

SECTION 9 – ENTIRE AGREEMENT

9.1 This Agreement (consisting of Pages 1 to 14, inclusive) together with the Exhibits identified in Section 7 above, constitutes the entire Agreement between CLIENT and ENGINEER and supercedes all prior written or oral undertakings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

BOROUGH OF ROOSEVELT

\_\_\_\_\_  
KATHLEEN HART, RMC, CMR  
Borough Clerk

By: \_\_\_\_\_  
PEGGY MALKIN  
Mayor

ATTEST:

ROBERTS ENGINEERING GROUP, LLC

\_\_\_\_\_  
Nicole Nunez  
Notary

By: \_\_\_\_\_  
Carmela Roberts, P.E., C.M.E.  
President

## EXHIBIT A

### PROVISIONS WHICH OWNER AGREES TO INSERT IN ALL CONSTRUCTION CONTRACTS TO BE ENTERED INTO FOR THE PROJECT

1. No action or omission of the ENGINEER shall relieve Contractor from its obligations under the Contract Documents. No action, omission or decision by the ENGINEER shall give rise to any duty or responsibility of the ENGINEER to Contractor, any subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees, or any other person performing any work on or for the Project.

2. The ENGINEER will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. The ENGINEER will not be responsible for safety precautions or for site safety generally, incident to the work of the Contractor or its subcontractors, manufacturers, fabricators, suppliers or distributors, their agents and employs. The ENGINEER will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. For all of these matters, the Contractor shall be solely responsible.

3. The ENGINEER shall not be responsible for the acts or omissions of the Contractor or any of its subcontractors, manufacturers, fabricators, suppliers or distributors, their agents and employs, of for any other persons at the construction site or otherwise performing any of the work under the Construction Contract.

4. Contractor shall indemnify the OWNER and the ENGINEER and their agents and employs, against all claims, liabilities, damages and costs arising out of or in any way related to the Contractor's performance of or failure to perform the Construction Contract, including but not limited to claims, liabilities, damages and costs arising from the actions or omissions of Contractor's agents and employs or those of its subcontractors, their agents and employs, and the Contractor shall name, and shall require that its subcontractors name, the OWNER and the ENGINEER as additional insureds on all policies of insurance provided in connection with the Project, including, without limitation, Builder's Risk Insurance, Comprehensive General Liability Insurance (with Contractual Liability Coverage) and Automobile Liability Insurance, but excluding the Contractor's and subcontractor' Workers' Compensation Insurance. Contractor acknowledges that the OWNER and the ENGINEER have insurable interests in the Project under the Contractor's insurance policies. Contractor shall provide Certificates of Insurance wherein the foregoing indemnification and coverages are expressly set forth, prior to the start of work.

5. Pursuant to the provisions of P.L. 1997, c. 371, the OWNER and the Contractor hereby agree with and represent to the ENGINEER that the ENGINEER shall not be made a party to any alternate dispute resolution process relating to the Construction Contract or its breach, other than non-binding mediation, the costs of which shall be borne by the OWNER and Contractor.



## EXHIBIT B

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

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such 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 or sex. 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.

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

The contractor or subcontractor 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 contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

Signed: \_\_\_\_\_

Print Name: Carmela Roberts

Name & Address of Company: Roberts Engineering Group, LLC

1670 Whitehorse Hamilton Square Road, Hamilton, New Jersey 08690

\_\_\_\_\_

**EXHIBIT C**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Roosevelt (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:

\_\_\_\_\_

DATED:

**EXHIBIT D**

**ROBERTS ENGINEERING GROUP, LLC**

**2019 Hourly Rate Schedule:**

**ENGINEERING DIVISION:**

Principal.....	\$168.00
Professional Engineer II.....	\$158.00
Professional Engineer I.....	\$132.00
Staff Engineer I.....	\$122.00
Designer.....	\$117.00
Landscape Designer.....	\$96.00
Design Technician.....	\$96.00
CAD Technician.....	\$91.00
Senior Construction Inspector.....	\$89.00
Construction Inspector.....	\$83.00
Technician II.....	\$76.00
Technician I.....	\$59.00

**SURVEY DIVISION:**

Professional Surveyor.....	\$168.00
Survey Technician.....	\$91.00
Technician II.....	\$76.00
Two Man Crew.....	\$147.00
One Man Crew.....	\$127.00

**Other Expenses:**

Bulk Reproduction.....	At Cost
Sub-Contracted Services.....	Cost Plus 10%

**EXHIBIT D**

**ROBERTS ENGINEERING GROUP, LLC**

**2020 Hourly Rate Schedule:**

**ENGINEERING DIVISION:**

Principal.....	\$175.00
Professional Engineer II.....	\$158.00
Professional Engineer I.....	\$132.00
Staff Engineer I.....	\$125.00
Designer.....	\$118.00
Design Technician.....	\$96.00
CAD Technician.....	\$92.00
Senior Construction Inspector.....	\$89.00
Construction Inspector.....	\$83.00
Technician II.....	\$76.00
Technician I.....	\$59.00

**SURVEY DIVISION:**

Professional Surveyor.....	\$175.00
Survey Technician.....	\$92.00
Technician II.....	\$76.00
Two Man Crew.....	\$147.00
One Man Crew.....	\$127.00

**Other Expenses:**

Bulk Reproduction.....	At Cost
Sub-Contracted Services.....	Cost Plus 10%