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**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE  
COUNTY OF GLOUCESTER  
AND  
BACH ASSOCIATES, PC**

This Contract is made this \_\_\_\_\_ day of March, 2016, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BACH ASSOCIATES, PC**, with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has need for professional engineering and architectural services for the preparation of construction documents for the design and construction of three (3) new columbariums at the County Veterans Memorial located in Williamstown, based on plans provided by the County Office of Buildings and Grounds; and

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

**WHEREAS**, this Contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4.

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be for the period beginning March 15, 2016 and concluding March 14, 2017.
2. **COMPENSATION**. Contractor shall be compensated for basic services performed in accordance with the Lump Sum Fee Schedule outlined in Contractor's proposal dated March 9, 2016, in the amount of \$10,300.00, and paid pursuant to PO#016-02329.

The basic services schedule of unit prices is subject to all terms and provisions of the Contractor's proposal of March 9, 2016; incorporated into, and made part of this Contract, by reference.

It is agreed and understood that this is an open-ended Contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's responsive proposal dated March 9, 2016, which are incorporated by reference and made a part of this Contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** 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, sex, veteran status or military service. 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, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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, sex, veteran status or military service.

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.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Contractor's responsive proposal dated March 9, 2016. Should there occur a conflict between this form of Contract and Contractor's proposal, then this Contract shall prevail.

THIS CONTRACT is dated this 6 day of April, 2016.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Consultant's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

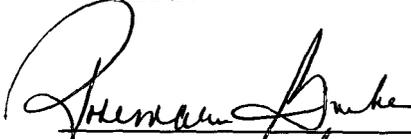
COUNTY OF GLOUCESTER

  
ANDREA LOMBARDI,  
ADMINISTRATIVE CLERK

BY:   
PETER MERCANTI,  
PURCHASING AGENT

ATTEST:

BACH ASSOCIATES, PC

  
ROSEMARIE BURKE  
OFFICE ADMINISTRATOR

BY:   
DIRK MUIJS, III AIA, NCARB,  
VICE PRESIDENT  
STEVEN M. BACH, PE, RA, PPC, CME  
PRESIDENT



March 09, 2016

Gloucester County  
Buildings and Grounds  
254 County House Road  
Clarksboro, New Jersey 08020

Attn: Pete Scirrotto, Director

Re: Proposal for Professional Engineering and Architectural Services  
Preparation of Construction Documents  
New Columbarium at the Gloucester County Veterans Memorial  
240 South Tuckahoe Road  
Clayton Road, Williamstown, New Jersey 08094  
Bach Associates File No.: GC2016-2

Dear Mr. Scirrotto:

Bach Associates, PC is pleased to provide this proposal for professional engineering and architectural services for the above referenced project. We are proposing to prepare construction documents for the design and construction of three (3) new columbariums at the Gloucester County Veterans Memorial based on the plans provided by the Office of Buildings and Grounds.

**1. GENERAL:**

- 1.1. Gloucester County shall hereafter be referred to as the OWNER, and Bach Associates, PC shall be hereafter be referred to as the ENGINEER/ARCHITECT.
- 1.2. The OWNER desires to employ the ENGINEER/ARCHITECT to render professional services in connection with the OWNER'S project consisting of the design and construction of three (3) new columbariums at the Gloucester County Veterans Memorial based on the OWNER'S directive as stated herein.

**2. LIMITED TOPOGRAPHIC SURVEY:**

- 2.1. Based on older surveys, deeds, and a current title report supplied by the OWNER, an outbound/topographic survey will be prepared.
- 2.2. Topographic and planimetric information of the subject parcel including all structures will be obtained. The information to be obtained will include locations of existing improvements, including buildings, curbing, pavement areas, fencing, etc. In addition, all visible surface features of underground utilities, including manholes,

water meters, storm water structures, electric boxes, gas, telephone CATV boxes, etc., will be located.

- 2.3. Existing contours shall be provided at one foot (1') intervals, and shall be based on assumed Datum.

### **3. ENGINEERING SERVICES:**

- 3.1. We will prepare site plan drawings.

The following plans will be prepared:

- 3.1.1 Limited Topographic Survey  
3.1.2 Limited Site/Grading Plan  
3.1.4 Soil Erosion and Sediment Control Plan (If Required)
- 3.2. Submit and review site plans with OWNER. After approval of the OWNER, the ENGINEER/ARCHITECT will finalize the plans for submission to the various approving agencies.
- 3.3. No meetings or submissions to the Gloucester County Planning Board or the Township of Monroe are part of this proposal. If any meetings become necessary, a supplemental proposal will be issued once the work has been quantified.

### **4. PERMITS & APPROVALS**

After authorization to proceed from the OWNER, the ENGINEER/ARCHITECT will assist the OWNER in the preparation of applications for submission to the following agencies:

- 4.1. Gloucester County Soil Conservation District

It is understood that the OWNER and / or Gloucester County will be responsible to remit payment for all required application fees.

### **5. ARCHITECTURAL DOCUMENTS:**

- 5.1 Architectural Construction Documents – Construction documents will be prepared based on the requirements and plans provided by the OWNER. Preparation of architectural plans suitable for submitting for construction permits will be prepared for the new columbariums. The construction documents will comply with local

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codes and ordinances and will be in keeping with the design parameters as provided by OWNER. The construction documents will consist of scaled floor plan(s) and sufficient information and will be organized as follows:

Architectural Plans  
Elevations  
Structural Details  
Schedules and Details

The construction documents will be prepared at a level of detail suitable to obtain local building permits. It is understood that the contractor(s) constructing the work will be responsible for means and methods of construction. As such, the construction documents prepared under this proposal may not completely represent all specific building details of installation required for construction. In addition, the fee proposed for the preparation of construction documents does not include the preparation of bid documents or technical specifications.

- 5.2 The designs shall be based upon the OWNER'S directive. Should the OWNER direct the ENGINEER/ARCHITECT to design the project utilizing standards which require variances, waivers, or criteria which are not according to the Ordinance or standard engineering/architectural practices, then any revision(s) required to obtain local, county, or state approvals shall be considered "Additional Services" as outlined herein.
- 5.3 It is our understanding that the OWNER will provide the bid phase services for this project. The fee proposed for preparation of construction documents does not include bid phase services. However, Bach Associates, PC will be available to provide support to the Owner during this phase and would invoice for these additional services in accordance with Paragraph 4.0 of this document.
- 5.4 It is our understanding that the Owner will provide Construction Administration / Supervision for this project. The fee proposed for preparation of construction documents does not include bid phase services. However, Bach Associates, PC will be available to provide support to the Owner during this phase and would invoice for these additional services in accordance with Paragraph 7.0 of this document.

**6. PAYMENT FOR BASIC SERVICES OF THE ENGINEER/ARCHITECT**

The OWNER shall pay the ENGINEER/ARCHITECT for basic services performed in accordance with the following Lump Sum Fee Schedule:

Task 1:	Engineering and Topographic Survey	\$ 2,700
Task 2:	Limited Site Plan	\$ 2,800
Task 3:	Architectural Construction Documents	\$ 4,800
<b>Total:</b>		<b>\$ 10,300</b>

Contract services will be invoiced monthly and are due and payable within 30 days of the date of the invoice. When there is an outstanding balance greater than 60 days, the ENGINEER/ARCHITECT will not be obligated to complete the project as scheduled herein and reserves the right to stop all work on the project until the outstanding balance is brought current.

On all invoices due over 60 days, a service charge of 1.25% per month will be added to the balance. This is an annual rate of 15% per year.

**7. TIME AND MATERIAL SERVICES OF THE ENGINEER**

Time and Material services shall be considered as any work authorized by the CLIENT that is not listed in the itemized fee schedule in Section 6. Payment for Time and Material services shall be in accordance to Section 9 of this proposal. The list of items that will be considered as Time and Material services includes the following:

- 7.1 Additional services due to significant changes as approved in writing by the OWNER, in general, scope of the project, or its design including, but not limited to, changes in size, complexity, or character of the project.
- 7.2 Revised studies, reports, drawings, or specifications previously approved by the OWNER for submission to the Borough, County, and/or State.
- 7.3 Furnish additional prints of drawings.
- 7.4 Interiors finish selection and color analysis.

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- 7.5 Additional services in connection with the project not otherwise provided for in this Agreement.
- 7.6 Plan revision resulting from the Building Code Official(s) opinions or recommendations that are not listed in the building code having jurisdiction.
- 7.7 Furniture selection and/or specification.
- 7.8 Construction management.
- 7.9 Any application fees, review of escrows fees, etc.
- 7.10 Preparation of Engineered Fire Protection Plans
- 7.11 Preparation of Alarm and Security Plans.
- 7.12 Preparation of color renderings and 3-D modeling presentations.
- 7.13 Preparation of Engineered MEP Plans
- 7.14 Bid Documents or Technical Specifications
- 7.15 Serve as an expert witness for the CLIENT in any litigation or other proceedings involving the project.
- 7.16 Additional services in connection with the project not otherwise provided for in this agreement.
- 7.17 Any geotechnical services including subsurface soils exploration, laboratory testing, inspection samples or materials, etc. except as otherwise provided.
- 7.18 Environmental Impact Report, Environmental Inventory Assessment, and/or Traffic Impact Statement.
- 7.19 Attending meeting(s) other than those listed.
- 7.20 Designing off-site road, drainage, water, sanitary sewer or utility facilities.
- 7.21 Application to the NJDEP for Stream Encroachment Permits or reviews other than as provided herein.
- 7.22 Application preparation, fees, reviews of escrows fees, etc. We have developed this proposal based upon the assumption that the CLIENT will engage an attorney who will prepare the applications for approval to the various entities, except as specifically noted, herein.

- 7.23 Construction services such as survey layout, etc.
- 7.24 On site septic design.
- 7.25 Traffic Engineering
- 7.26 Architectural Services
- 7.27 Gloucester County Road Improvements
- 7.28 Professional Planning Services
- 7.29 NJDOT Road Survey, Plan and Permits

#### **8. OWNER'S RESPONSIBILITIES**

- 8.1 Provide full information as to his requirements for the project.
- 8.2 Provide the ENGINEER/ARCHITECT with cut sheets and product information for all columbarium requirements prior to issuance of signed and sealed construction documents.
- 8.3 Assist the ENGINEER/ARCHITECT by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to a design and construction of the project.
- 8.4 Examine all sketches, drawings, proposals, and other documents presented by the ENGINEER/ARCHITECT, and notify the ENGINEER/ARCHITECT immediately upon his acceptance or rejection of the same, so as not to delay the work of the ENGINEER/ARCHITECT.
- 8.5 Give written notice to the ENGINEER/ARCHITECT whenever the OWNER requests a change in the scope of the project.
- 8.6 Pay all filing fees, application fees, review fees, and escrow fees.

#### **9. TIME AND MATERIAL OR PER DIEM SERVICES OF THE ENGINEER**

The CLIENT shall pay the ENGINEER for time and material and/or per diem services performed by personnel of the ENGINEER based on a mutually agreed upon amount or on a per diem basis at the hourly rates as set forth in the attached "2016 Bach Associates, PC Per Diem Rate Schedule".

**10. PAYMENT FOR TIME & MATERIAL OR PER DIEM SERVICES OF THE ARCHITECT**

The OWNER shall pay the ENGINEER/ARCHITECT for additional and/or per diem services performed by personnel of the ENGINEER/ARCHITECT based on a mutually agreed upon amount or on a per diem basis at the hourly rates as set forth in Section 16 of this proposal.

**11. TERMINATION OF CONTRACT**

If this Agreement is terminated during any phase of the work, by either party, the ENGINEER/ARCHITECT shall be paid for services authorized by the OWNER performed up to the date of termination.

**12. OWNERSHIP OF DOCUMENTS**

Any documents including this agreement, original drawings, estimates, specifications, field notes, and data are and remain the property of the ENGINEER/ARCHITECT as instruments of service.

**13. INSURANCE**

The ENGINEER/ARCHITECT shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Acts and from claims from bodily injury or property damage which may arise from the performance of services under this agreement.

**14. LICENSE**

The ENGINEER/ARCHITECT warrants that the services to be performed will be in the responsible charge of an ENGINEER/ARCHITECT duly licensed to practice in the State of New Jersey.

**15. INDEMNIFICATION**

OWNER and ENGINEER/ARCHITECT each agree to indemnify and hold the others harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the OWNER and ENGINEER/ARCHITECT, they shall be borne by each party in proportion to its negligence.

16. PER DIEM RATE INFORMATION

**2016 RATE SCHEDULE**

**BY PERSONNEL CLASSIFICATION**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$ 145.00
DEPARTMENT HEAD	\$ 140.00
SENIOR PROJECT MANAGER	\$ 135.00
PROJECT MANAGER	\$ 125.00
SENIOR ENGINEER / ARCHITECT/PLANNER	\$ 120.00
ENGINEER/ARCHITECT/PLANNER	\$ 115.00
SENIOR CONSTRUCTION OBSERVER	\$ 105.00
CONSTRUCTION OBSERVER	\$ 97.00
SENIOR TECHNICIAN	\$ 95.00
TECHNICIAN	\$ 90.00
SURVEY PARTY CHIEF	\$ 95.00
SURVEY TECHNICIAN	\$ 85.00
TECHNICAL TYPIST	\$ 60.00
SECRETARY / CLERK	\$ 45.00

Charges for professional services rendered will be calculated on the total hours expended in each classification. Personnel classifications can be obtained upon request to the Administrative Manager. All time expended is considered on a portal basis. Overtime authorized by the client will be charged at 1.5 multiple of the standard rate.

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**2016 PER DIEM RATE SCHEDULE SUPPORT SERVICES, EQUIPMENT AND SUPPLIES**

Support services, equipment and supplies are those expenses, listed below, required in performance of the contract. External expenses directly billed to BACH ASSOCIATES, PC will be charged at a rate of 100% of the incurred cost.

**REPRODUCTION/PRINTING**

Mylar	\$ 8.00/sheet
Black Line (24 x 36)	\$ 4.00/sheet
Black Line (30 x 42)	\$ 5.00/sheet
Color (24 x 36)	\$ 5.00/sheet
Color (30 x 42)	\$ 6.00/sheet
Photo Copy (Black & White)	\$ 0.20 per page
Photo Copy (Color)	\$ 0.30 per page

**INVOICING PROCEDURES**

Contract services will be invoiced monthly and are due and payable within 30 days of the date of the invoice. When there is an outstanding balance greater than 45 days, the ENGINEER will not be obligated to complete the project as scheduled herein and reserves the right to stop all work on the project until the outstanding balance is brought current.

On all invoices due over 60 days, a service charge of 1.25% per month will be added to the balance. This is an annual rate of 15% per year.

Rates are subject to change upon notification.

Should this agreement meet with your approval, please endorse two (2) copies of the agreement, retaining one for your files and returning the other to this office.

Should you have any questions, please contact this office.

Very truly yours,  
BACH ASSOCIATES, PC

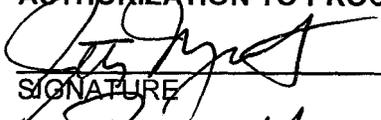


Dirk Muits III, AIA, NCARB  
Vice President

Proposal for Professional Engineering and Architectural Services  
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AUTHORIZATION TO PROCEED UNDER THE TERMS OF THIS AGREEMENT

  
SIGNATURE

4-6-16  
DATE

PETER MERCANTI  
NAME (print)

AS AUTHORIZED REPRESENTATIVE AND RESPONSIBLE PARTY

Purchasing Director  
TITLE (print)