

10/2/24

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BRYSON & YATES CONSULTING ENGINEERS, LLC**

THIS CONTRACT is effective this 2nd day of **October, 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BRYSON & YATES CONSULTING ENGINEERS, LLC** with an address of 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for professional engineering services for various projects throughout the County relative to project management, construction inspection, environmental services and/or other unspecified projects, and requested proposals via RFP-24-013 to establish qualified engineering firms regarding said services; and

WHEREAS, the County requires consultant services regarding a Stage 1 Cultural Resources Survey by Richard Grub & Associates, as required by the Pinelands Committee to determine if archaeological resources are present or absent relative to intersection improvements at Clayton Road (CR 610) and Corkery Lane/Franklinville Road (CR 612) in Monroe Township, known as Engineering Project #16-05 (hereinafter the "**Project**"); and

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

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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 OF SERVICES**. This contract shall be effective commencing October 2, 2024 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$30,000.00.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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 for consultant services regarding a Stage 1 Cultural Resources Survey by Richard Grub & Associates, as required by the Pinelands Committee to determine if archaeological resources are present or absent relative to intersection improvements at Clayton Road (CR 610) and Corkery Lane/ Franklinville Road (CR 612) in Monroe Township, known as Engineering Project #16-05, and as set forth in Contractor's proposal dated September 19, 2024 which is incorporated herein as Exhibit A and made a part of this Contract.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

b. The Contractor 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.

c. The Contractor 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.

d. The Contractor, 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.

e. The Contractor 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. 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.

c. If, through any cause, the Contractor 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.

d. 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.

e. Notwithstanding the above, the Contractor 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.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be

entitled, either at law or in equity.

7. 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. For claims other than those arising out of the Contractor's professional services, the Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify the County 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 disability, 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 negligent acts or omissions 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination for claims arising out of Contractor's professional services. Contractor will indemnify and hold harmless indemnities from and against any and all claims to the extent caused by the negligent performance or non-performance of services under this Agreement by Contractor, its employees, agents, or subconsultants, either as a sole or contributory clause.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which 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 expenses 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.

11. **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.

12. **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.

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non-conveniens.

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

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

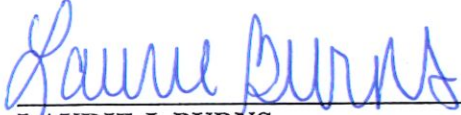
18. **CONTRACT PARTS.** This Contract consists of this Contract document, Engineering Specifications #16-05 issued by the County, and the Contractor's Proposal. Should

there occur a conflict between this Contract or the Specifications, and Contractor's Proposal, then this Contract or the Specifications, as the case may be, shall prevail.

THIS CONTRACT is effective as of the day and year first above written.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER



FRANK J. DIMARCO, DIRECTOR

ATTEST:



**BRYSON & YATES CONSULTING
ENGINEERS, LLC**



By: **EDWARD F. FARRELL, III,**
Title: **PE, CME PROJECT ENGR.**

EXHIBIT A



BRYSON & YATES

CONSULTING ENGINEERS, LLC

Jonathan A. Bryson, P.E., C.M.E.
President

Bret T. Yates
Vice President

307 Greentree Road
Sewell, New Jersey 08080
Phone 856-589-1400
Fax 856-582-7976

SENT VIA E-MAIL ONLY

September 19, 2024
File No. 24054

Mr. Barry C. Beckett, PE, County Engineer
Gloucester County
1200 North Delsea Drive
Building A, Suite 3
Clayton, NJ 08312-1000

**Re: Resurfacing and Safety Improvements to Corkery Lane, Franklinville-Williamstown Road (CR 612), Tuckahoe Road (CR 555), and Clayton Road (CR 610), Township of Monroe, County of Gloucester, State of New Jersey
Proposal for Engineering Services – Stage I Cultural Resources Survey from Richard Grub & Associates**

Dear Mr. Beckett,

Bryson & Yates (B&Y) is pleased to submit this proposal for additional Engineering Services for the Intersection Improvements to Clayton Road, CR-610 and Corkery Lane/Franklinville Road, CR-612 in the Township of Monroe. The additional services consist of a Stage 1 Cultural Resources Survey, as required by the Pinelands Committee, to be performed by Richard Grubb and Associates (RGA).

The Stage I cultural resources survey will determine if archaeological resources are present or absent. If archaeological resources are found, a Stage II cultural resources survey will be necessary to evaluate the archaeological resources for Pinelands Designation. The results of the Stage I cultural resources survey will be presented in a report that meets the NJPC cultural resource requirements in accordance with the CMP (N.J.A.C. 7:50-6.155) and the Pinelands Cultural Resource Management Plan. The project archaeologist will meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology (36 CFR § 61).

Stage I Cultural Resources Survey

The Stage I cultural resources survey will include the following tasks:

- Background research on archaeological sites in the project area and vicinity (one-mile radius) at the New Jersey State Museum and NJPC.
- Background research to review National Register files, historic sites inventories, and cultural resources reports conducted within and in the vicinity of the project area at the New Jersey Historic Preservation Office (NJHPO) and NJPC. Research at the NJHPO and NJPC may not be possible due to closure to on-site researchers. RGA will make a good-faith effort to obtain the necessary files through an examination of the cultural resources GIS portal known as LUCY and information in RGA's files.

ENGINEERING



SURVEYING



PLANNING



- Review of documented environmental characteristics (soils, surficial deposits, geology, hydrology) and land use history of the project area.
- Review of historic atlases and maps and secondary sources to develop a historic context. Aerial photographs will be used to determine the development history of the project area.
- Site visit by the project archaeologist to document existing conditions via field notes and digital photography. This will take place during archaeological fieldwork.
- Assessment of potential for historic or archaeological resources within the project area.
- Completion of a One Call utility mark out request.
- Subsurface archaeological testing in the form of shovel test pit (STP) excavation. Up to 191 STPs will be hand excavated within the project's LOD and plotted on a 50-foot interval grid. If needed, up to an additional 20 STPs will be dug at closer intervals to further investigate identified archaeological deposits. Shovel test pits will measure roughly one foot in diameter and will be dug to a maximum of three feet below grade. Identified soil stratigraphy will be documented on standardized field forms. Each excavated stratum in an STP will be separately screened through ¼-inch wire mesh to facilitate artifact recovery. Recovered artifacts from each stratum will be placed in resalable polyethylene bags with a tag that lists the appropriate provenience information. Upon completion, each STP will be backfilled. Only representative samples of brick, plastic, aluminum, asphalt, modern bottle glass, and concrete will be retained from each excavated context, if present.
- Washing, analysis, and cataloging of recovered artifacts. Recovery and cataloging of up to 300 artifacts is included.
- Preparation of one (1) archaeological site registration form, if necessary.
- Assessment of potential significance of identified archaeological resources to determine if a Stage II cultural resources survey is necessary for identified archaeological deposits.
- Preparation of a report detailing the results of the Stage I cultural resources survey that will include management recommendations regarding the need for a further survey (i.e., Stage II cultural resources survey), if necessary, or no further survey.

Assumptions/Exclusions

RGA assumes that Bryson & Yates Consulting Engineers, LLC will facilitate access to the project footprint. Changes in the LOD will necessitate a supplemental scope and cost.

RGA assumes that no historic architectural survey is necessary. If an historic architectural survey is required, a supplemental scope and cost will be required.

RGA assumes that no permits from the New Jersey Department of Environmental Protection are required that might necessitate compliance with cultural resources survey rules and guidelines and/or submission of the survey report to the NJHPO.



Deed and title research, artifact curation, and/or geomorphological survey is not included. All artifacts found will be provided to Bryson & Yates Consulting Engineers, LLC to be transferred to the property owner at the conclusion of the survey and NJPC approval of the survey report. If necessary, further cultural resources work (i.e., Stage II cultural resources survey, mitigation, etc.) will be performed under a supplemental scope and cost.

RGA assumes that no contaminants are present within the LOD. If contaminants are present, and HAZWOPER-trained personnel and a site-specific health and safety plan are needed, an additional cost will be necessary. RGA requests that information pertaining to known contaminants be supplied prior to the commencement of Stage I archaeological fieldwork. If identified contaminants or underground storage tanks are known to exist in the LOD, RGA must be notified before fieldwork commences.

Engineering Fees

Based on the foregoing general scope, we propose to provide the requested engineering services on an hourly cost basis (with the exception of Item 2) in accordance with the following amounts:

1. Sub-Consultant Coordination	\$ 1,000
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Fee for Engineering Services	\$ 1,000
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Sub-Consultants:

2. Stage 1 Cultural Resources Survey	\$ 27,125
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Fee for Sub-Consultants	\$ 27,125
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Total Fee to the Engineer	\$ 28,125
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Any additional work performed out of scope will be billed on an hourly basis following authorization from the County. Item 2 (Stage 1 Cultural Resources Survey) is intended to be billed on a percentage complete basis.

Schedule

Upon the acceptance of this proposal, please sign below and return a copy to this office. Upon receipt of the signed proposal, this office will proceed with coordinating the Stage I Cultural Resources Survey work with Richard Grubb & Associates.

The Stage I cultural resources survey will be completed in approximately six (6) to eight (8) weeks from the notice to proceed and property owner access permission. A digital copy of the draft report will be produced at the conclusion of the survey. Upon approval of the draft report, a digital copy of the report will be submitted to the NJPC for review via email consistent with current requirements.

All work will be billed in accordance with our approved current annual rate schedule.



Should you have any questions or require additional information, please contact our office at your convenience.

Very truly yours,
Bryson & Yates Consulting Engineers, LLC

Edward F. Farrell III, PE, CME
Project Engineer

cc: Jonathan A. Bryson, PE, CME
Bret T. Yates

This proposal was accepted by:

Printed name of authorized Gloucester County representative

Signature of authorized Gloucester County representative

Date of Signature/Acceptance