

**RESOLUTION 2015-33  
MOUNT HOLLY FIRE DISTRICT No. 1**

**RESOLUTION AUTHORIZING COMPETITIVE CONTRACT FOR  
CIVIL ENGINEERING SERVICES PURSUANT TO N.J.S.A. 40A:11-4.1 & N.J.S.A. 40A:11-4.4**

**WHEREAS**, the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey has determined that it requires the advice, consultation and other services of a civil engineering firm in support of the District's facility expansion design, permitting and construction; and

**WHEREAS**, the Treasurer of the Board has made a determination and certifies that the value of services for the provision of civil engineering services exceeds seventeen thousand five hundred dollars (\$17,500.00); and

**WHEREAS**, the Board has determined that it shall proceed in a "fair and open" manner in procuring civil engineering services; and

**WHEREAS**, N.J.S.A. 40A:11-4.1 allows competitive contracting for certain services that are exempt from bidding pursuant to N.J.S.A. 40A:11-5; and

**WHEREAS**, civil engineering services are a professional service and, as such, are exempt from public bidding; and

**WHEREAS**, the Board developed a Request for Qualifications for said services in accordance with N.J.S.A. 40A:11-4.4 and solicited proposals by a public notice in the Board's official newspaper, the Burlington County Times, on November 9, 2015; and

**WHEREAS**, on the return date for submission of proposals, the Board received two (2) proposals, namely:

Pennon Associates  
3001 Market Street, Suite 200  
Philadelphia, Pennsylvania 19104

CME Associates  
3141 Bordentown Avenue  
Parlin, New Jersey 08859; and

**WHEREAS**, the Director of Fire Services and the Board Solicitor reviewed the proposals for compliance with the Request for Qualifications; and

**WHEREAS**, only one (1) vendor qualified.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, award a contract

to Pennoni Associates, Inc., in its proposal amount as set forth in its proposal submission, a copy of which is attached hereto and made part hereof as Schedule "A"; and

**BE IT FURTHER RESOLVED**, that the Director be authorized to execute a contract and other documents necessary to effectuate the within services and the Board Clerk attest thereto; and

**BE IT FURTHER RESOLVED**, that the within Resolution shall be effective immediately upon passage; and

**BE IT FURTHER RESOLVED**, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

**BE IT FURTHER RESOLVED**, that if any section, paragraph, sentence, clause or phrase in the Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

**BE IT FURTHER RESOLVED**, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of the Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

**BE IT FURTHER RESOLVED**, that an original signed, conformed and compared copy of this Resolution be accessible and maintained by the Board of Fire Commissioners of Fire District No.1 as an official Board record pursuant to and in accordance with the "Open Public Records Act", N.J.S.A. 47:1A-1 et seq. and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

### **CERTIFICATION**

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 17<sup>th</sup> day of December, 2015.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 17<sup>th</sup> day of December, 2015.



STEPHANIE HAINES, CLERK  
Board of Fire Commissioners  
Fire District No.1  
Township of Mount Holly

Member	Aye	Nay	Abstain	Absent
Donald Pike	✓			
Richard McIlwee	✓			
Joshua Brown			✓	
Stefanie Haines	✓			
Patricia Cauley				✓

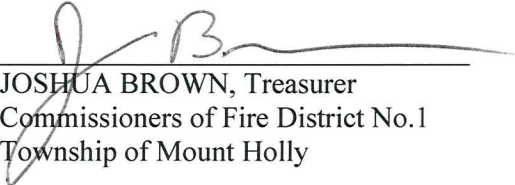
**DETERMINATION OF VALUE**

**MOUNT HOLLY FIRE DISTRICT No. 1**

I, **Joshua Brown**, being of full age, hereby certify as follows:

1. I am the Treasurer of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey.
2. I make this Certification pursuant to N.J.S.A. 19:44A-20.4.
3. I have reviewed the qualifications and proposal submitted for engineering services along with the anticipated needs for engineering services for fiscal year 2015.
4. I have determined that the anticipated value for legal services will exceed \$17,500.
5. I have reviewed the proposal of Pennoni & Associates for engineering services for fiscal year 2015 and certify the availability of funds in the 2015 Budget for said services.

Dated: December 17, 2015

  
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JOSHUA BROWN, Treasurer  
Commissioners of Fire District No.1  
Township of Mount Holly

# Fee Proposal

## Fees

I.	PRE REFERENDUM		
A.	Site Analysis	Lump Sum	\$8,720
B.	Survey	Lump Sum	\$7,090
C.	Schematic Design	Lump Sum	\$5,650
II.	CONSTRUCTION DOCUMENTS		
A.	Design Development	Lump Sum	\$31,250
B.	Geotechnical Investigation	Lump Sum	\$11,000
C.	Land Development Permitting	Lump Sum	\$7,900
D.	Construction Documents	Lump Sum	\$13,150
III.	BIDDING. CONSTRUCTION ADMINISTRATION		
A.	Bid Administration	Lump Sum	\$2,100
B.	Construction Administration	Lump Sum	\$6,400
C.	Project Close-out	Lump Sum	\$2,750
	Reimbursables	Estimated	\$750
<b>TOTAL</b>			<b>\$96,760</b>

## Billing and Payment

In accordance with Item 4 of the enclosed General Terms and Conditions, invoices will be rendered monthly and are due upon receipt. The Client acknowledges that the method of Billing and Payment has been outlined in detail; that the terms agreed upon can only be changed by a written addendum agreed to by both parties; and work may be stopped until payment is made in accordance with the agreement.

## Terms and Conditions

1. The Pennoni General Terms and Conditions (Form No. LE01 Revised 11/14) attached hereto are included as part of this proposal.
2. This proposal is for providing the specific services described within the Scope of Services. Any services provided by Pennoni Associates Inc. for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated fees.
3. The fees for the have also been determined based upon completing the services without interruption or changes of scope after commencement. If interruptions, changes in site location, scope or concepts, additional coordination with Architect or Owner, or delays occur, we reserve the right to adjust our fees accordingly.
4. The Owner is responsible for payment of application, permit and escrow fees to be submitted to Pennoni so they may be included with the application submissions.
5. This proposal is valid for services through December 2017. Any services beyond this date will be considered additional services and billed at/on an hourly basis at the rates in effect with the client's written approval.



## GEOTECHNICAL FIELD WORK FEE SCHEDULE (for additional services)

1. Mobilization of drilling equipment to and from site	\$450.00 / each
2. Earth drilling and sampling (ASTM D 1586)	\$18.00 / lf
3. Thin-walled tube samples (ASTM D 1587)	\$150.00 / each
4. Grouting	\$4.00 / lf
5. Auger Probes	\$12.50 / each
6. Stand-By Time	\$375.00 / hour
7. Field engineer/geologist	\$105.00 / hour

Additional consulting services (e.g., meeting attendance, etc.) will be invoiced at the following unit rates:

1. Principal Engineer	\$180.00 / hr
2. Senior Engineer	\$150.00 / hr
3. Project Engineer	\$135.00 / hr
4. Staff Engineer	\$110.00 / hr
5. Associate Engineer	\$105.00 / hr
6. Graduate Engineer	\$95.00 / hr
7. Project Assistant	\$60.00 / hr

Additional laboratory testing services will be invoiced in accordance with the attached Laboratory Fee Schedule.

### Geotechnical Billing and Payment

Invoices will be submitted monthly. Payment is due upon receipt of invoice in accordance with Item No. 4 of the enclosed Pennoni Group General Terms and Conditions.

### Geotechnical Terms and Conditions

#### General

The above fees are valid for 6 months from the date of this proposal. After 6 months we reserve the right to increase the fees as mutually agreed upon between Pennoni Associates Inc. and Client. If both parties cannot come to agreement on acceptable fee escalation, then Pennoni Associates Inc. can terminate this agreement. Our General Terms and Conditions (Form No. LE01, 11/2014) and Supplemental Terms for Geotechnical Services are attached herein and are considered part of this proposal.

Services will be rendered in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of this project. No other warranty, express or implied, is made in connection with the provision of geotechnical engineering services.

Although sample locations are chosen using our professional judgment, subsurface conditions may vary from those observed at locations where samples are taken; also, site conditions may change with time. Interpretations and recommendations by us are based solely on and limited by the information available to us, and the standards of engineering practice current at the time and in the locality. We will review the data and make interpretations in accordance with the standards above set forth.

#### Client Furnished Information

CLIENT will provide unimpeded access to the Site for all equipment and personnel necessary for us to perform the work set forth in this proposal. Pennoni, and/or any subconsultants used by Pennoni for this work, will not be responsible for the accuracy of descriptive data pertaining to any areas of the site to which we do not have access.

It is understood by the CLIENT that, on projects involving subsurface exploration, some incidental damage to the site may result as a normal part of equipment operations. Pennoni, and/or any subconsultants used by Pennoni, will endeavor to keep such damage to a minimum, but will not be responsible for the repair of site damage that is a normal part of site exploration procedures unless specific arrangements are made and detailed herein to the contrary.

Although the drilling subcontractor will place the required state utility clearance, the CLIENT will be responsible for accurately delineating the locations of all subsurface structures and utilities for the Site not included under the specific state utility clearance system. Pennoni will have no Dig Safe responsibilities and will not be responsible for the repair of any Site damage arising from subsurface exploratory procedures. CLIENT waives any claim against Pennoni and agrees to hold us harmless for any and all claims or liabilities, including response and cleanup costs, arising from damage done to, resulting from, or as a consequence of damage done to, subsurface structures and utilities.

