

CPTSA 142

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2023-32

Resolution Authorizing Sickels and Associates Proposal for Gateway PS No. 12 Standby Power System Improvements

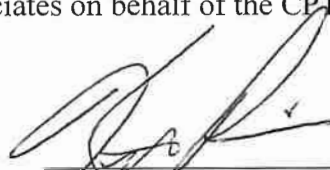
WHEREAS, The Carneys Point Township Sewerage Authority (“CPTSA”) is in need of replacing the existing Katolight diesel generator located on the pumping station site; and

WHEREAS, this project proposes to remove the inoperable generator and replace it with a new outdoor generator that is capable of providing the same performance levels; and

WHEREAS, Sickels and Associates has submitted a proposal in the estimated amount of \$36,375.00 plus reimbursable costs for the topographical survey, construction plans & bid specifications, bid administration and contract administration/construction observation; and

WHEREAS, the CPTSA has reviewed the proposal set forth in the engineer’s letter dated May 10, 2023 and approves it.

NOW THEREFORE, BE IT RESOLVED by the CPTSA that the proposal submitted by Sickels and Associates is hereby approved in the estimated amount of \$36,375.00 plus reimbursable costs and the Chairman is authorized to execute the agreement with Sickels and Associates on behalf of the CPTSA.



Kenneth Brown, Authority Chairman

Date of Adoption: May 16, 2023

Committee	Moved	Seconded	Y	N	Abstain	Absent
Mr. Bomba		✓	✓			
Mr. Basile	✓		✓			
Mr. Brown			✓			
Mr. Newton			✓			
Dr. Racite			✓			

May 10, 2023

Carneys Point Township Sewerage Authority
303 Harding Highway
Carneys Point, New Jersey 08069

Attention: Chairman and Board

Reference: *Proposal for Professional Services
Gateway PS No.12 Standby Power System Improvements
S&A Proposal No. 2023-22*

Dear Chairman and Board:

Sickels & Associates, Inc. would like to thank you for the opportunity to offer this proposal for surveying, engineering design, bid administration and construction phase services in connection with the above-referenced project.

It is our understanding that the Authority wishes to proceed with the replacement of the existing Katolight diesel generator located on the pumping station site. This generator is located within the confines of the fenced area, is inoperable and in need of replacement. The site is currently served by a portable generator that is intended to support various pumping stations within the sewer service area. The intent is to remove the inoperable generator and replace it with a new outdoor generator that is capable of providing the same performance levels. It is our further understanding that the existing automatic transfer switch (ATS) is in good working order, transfers when power is lost and will not need to be replaced as a part of this improvement.

Therefore, we have prepared the following proposal for the various surveying, engineering design, bid administration and construction phase services that we anticipate will be required on the above referenced project. Said services are based upon Sickels & Associates, Inc.'s understanding of the project as described herein.

For ease of review, the proposal is organized in the following manner; Our Understanding of the Project, Description of Services, Consulting Fee and Terms and Conditions.

OUR UNDERSTANDING OF THE PROJECT

The Authority wishes to replace an existing emergency generator at pumping station No.12 that primarily supports sanitary sewer flows in that area. The existing generator has

reached the end of its life cycle, is inoperable and requires a portable generator onsite to provide backup power, when necessary. Consequently, there is a concern regarding the reliability of the equipment and a decision has been made to replace the generator and possibly the automatic transfer switch with new equipment.

The work of this proposed project involves the design of a standby power system at pumping station 12, located on Block 29, Lot 6.11 in Oldmans Township. The project will include a preliminary investigation to determine the current conditions of standby power system, and sizing the new generator to ensure sufficient power will be provided to match the existing system as well as oversight of the installation of the equipment. Changes within the emissions regulation over the last 10 years may require a larger generator to be installed onsite than what is currently being utilized. An increase in the size of the generator may also require other electrical components to be replaced. Lightning and surge protection facilities will also be included within the scope of design and construction for this project.

The Authority is looking to complete standby power system improvements consisting of the removal and replacement of the existing standby generator and related electrical system components at Pumping Station No. 12 located on Gateway Blvd. The generator will be provided with a concrete pad adjacent to the existing wet well. Our office will prepare an existing conditions plan of the site to help develop the construction plan requirements. The site plan will also depict the limits of existing conditions and proposed construction. Technical specifications, along with bid documents required for public bidding, will be prepared for the project.

A letter requesting a waiver of a soil erosion and sediment control certification will be prepared and submitted to the Cumberland-Salem Soil Conservation District for this project. This proposal also assumes that the replacement generator will not increase in size to the point that it would need to be permitted as a significant source (>1 MMBTU/hr).

Our approach to this project consists of the following phases which are outlined in detail under the Description of Services.

- PHASE I Topographic Survey
- PHASE II Construction Plan & Bid Specifications.
- PHASE III Bid Administration
- PHASE IV Contract Administration/Construction Observation

For the purpose of defining the extent of services which may be required for completion of the engineering and design of this project, this proposal assumes that a qualified contractor will execute all necessary construction. Plans and technical specifications generally required for bidding purposes will be provided.

DESCRIPTION OF SERVICES

Based on the above project description and understanding, the scope of our services will be limited to the following activities:

PHASE I TOPOGRAPHICAL SURVEY & BASE PLAN

SECTION 1.0 AVAILABLE INFORMATION

- 1.1 Utilize horizontal and vertical ground controls established with GPS equipment. Provide two (2) benchmarks on proposed engineering plans based upon said information.
- 1.2 Request and obtain available information from Municipal agencies such as as-built plans and tax maps for use in preparing base plans.
- 1.3 Call for utility markout of areas in question prior to initiation of field work. We will request the Owners Superintendent for field markout information pertaining to existing water and sewer mains and services.
- 1.4 Complete topographic survey within fenced area of Pumping Station No.12 location and 50 ft around the exterior of the fence.
- 1.5 All field work will be based on NAD 83 and NAVD 88.
- 1.6 Our proposal does not include provisions for setting monumentation or resetting property corners.

SECTION 2.0 PREPARATION OF BASE PLANS

- 2.1 Prepare base plans showing the overall project limits, plan of topography for the above mentioned parcel of 1-foot contours.
- 2.2 Topographic and planimetric features will be surveyed to define the location of the pump station, electrical cabinets, existing generator and related site features.
- 2.3 The plans shall be prepared at a scale of 1" = 10' (horizontal scale).

PHASE II CONSTRUCTION PLANS, BID DOCUMENTS & SPECIFICATIONS

The scope of this Phase includes preparation of construction plans and technical documents.

SECTION 1.0: CONSTRUCTION DESIGN PLANS & SPECIFICATIONS

- 1.1 Coordinate with Owner regarding any utility connections that may be required.
- 1.2 Sickels & Associates (S&A) will work closely with the Owner's staff with regard to the design and construction of the auxiliary generator.
- 1.3 It is presumed that existing electrical diagrams, mechanical and electrical plans of the building are not available. Therefore, Sickels & Associates will conduct an onsite investigation of the electrical system in an effort to prepare an electrical diagram of the existing conditions including the meter, distribution panel and sub-panels servicing the station.
- 1.4 Extensive electrical system improvements are not anticipated at this point. However, this will be determined during the onsite investigation identified above. Upgrades to the electrical system will be indicated on the construction plans.

- 1.5 Researching and review of electrical system loads will be performed in an effort to identify equipment to be powered by the standby power system.
- 1.6 Design electrical upgrades and select appropriate equipment based on current conditions. The emergency generator shall be designed to accommodate operations of the pumping station.
- 1.7 The generator is intended to be installed in a sound-attenuated enclosure within the fenced area of the existing site.
- 1.8 Depending on the size of the generators, an emissions permit may be required. S&A will provide an amended proposal for the work necessary to obtain these permits, if required.
- 1.9 Design reinforced concrete generator pads, location of same on site plan along with interconnection with existing transfer switch.
- 1.10 Prepare electrical diagrams for connection of generators to existing electrical controls.
- 1.11 Prepare necessary construction documents. Drawings which may be required on this project are:
 - a. Cover Sheet with Location Map
 - b. Site Plan, grading and utility plans
 - c. Electrical Plan and Details
 - d. Generator plan and details
 - e. Soil Erosion and Sediment Control Plan
 - f. Soil Erosion and Sediment Details
 - g. Construction / Equipment detail sheets.

SECTION 2.0: BID DOCUMENTS & SPECIFICATIONS

- 2.1 Prepare one (1) set of technical specifications for the complete construction of the project. Prepare Technical Specifications for materials, equipment and labor required to complete the project. The technical specifications will include requirements for new standby power system and related electrical and mechanical improvements. Equipment startup and testing requirements will be clearly defined.
- 2.2 Prepare one (1) set of bid documents and contract documents for publically bidding the work related to providing and installing all equipment necessary to complete the standby power system to include, instructions to bidders clearly defining the requirements for submitting a proposal, bid form and related forms to be submitted with bidding package, as well as a copy of the Owner/Contractor agreement with project milestones and both General and Supplemental conditions.
- 2.3 Prepare estimate of bid quantities and construction costs.

PHASE III BID ADMINISTRATION

Assist the Owner with the bidding process by:

1. Address Bidder Inquiries
2. Attending Bid-Opening Meeting.
3. Reviewing bids for completeness.
4. Tabulate bids and recommending award.

PHASE IV CONTRACT ADMIN./CONSTRUCTION OBSERVATION

Assist the Owner during the construction process by:

1. Attending the pre-construction conference, if applicable.
2. Reviewing contractor's submissions and recommending approvals.
3. Reviewing contractor's vouchers and recommending payment.
4. Reviewing contractor's equipment submissions, shop drawings and recommending approvals.
5. Part time construction observation and coordination during construction activities with the Owner and the Contractor (14 days).
6. Preparing observation reports identifying the progress of the project and any observed deviation from the contract documents.
7. Preparing interim and final list of quantities to reflect those actually constructed based upon observation reports and field measurements.
8. Upon substantial completion, conduct an inspection of the work for conformance with the contract documents and issue a punch list of any defects and/or deficiencies to the Contractor.
9. Upon notification that punch list items have been completed, conduct a final inspection for conformance with the contract documents and issue a recommendation of acceptance.
10. Close out project and submit final change order and payment to Owner for processing.

SUPPLEMENTAL SERVICES

We believe our proposal as presented is comprehensive to satisfy the requirements of the project. However, if deemed necessary by the client or regulatory agencies, we will offer an addendum to perform additional services.

CONSULTING FEE FOR SERVICES RENDERED

Based on the understanding of the project and description of service, our total consulting fee to complete the various activities described herein is estimated at **\$36,375.00 plus the cost of reimbursables.**

Said consulting fee is apportioned in accordance with the following breakdown:

Phase I	Topographical Survey	\$ 1,350.00
Phase II	Construction Plans & Bid Specifications	\$ 18,325.00
Phase III	Bid Administration	\$ 2,950.00
Phase IV	Contract Admin./Construction Observation	<u>\$ 13,750.00</u>
<u>TOTAL</u>		<u>\$ 36,375.00</u>

Work performed under Phase VI, Contract Administration & Construction Observation will be invoiced monthly at the hourly rates per our Annual Fee Schedule. If the project time goes beyond the contract limits or the Authority/Contractor requires additional observation, said work will be invoiced at the hourly rates per our Annual Fee Schedule upon authorization by the Authority.

The above fee is our estimate of the normal services necessary to complete the project based upon the cost estimate and scope of work. However, should the need arise for additional work by virtue of major revisions or redesign as required by the reviewing agencies, or should additional services beyond those outlined in the Description of Services be required, then said work will be considered as extra and invoiced as Additional Services at the hourly rates per our Annual Fee Schedule.

Sickels & Associates is prepared to commence and/or continue work immediately upon receipt of authorization. This proposal assumes that authorization to proceed will be issued within sixty (60) days from the date of this proposal. The terms and conditions of this proposal shall remain in effect for sixty (60) days.

If you concur with our Description of Services, Consulting Fee, and Terms and Conditions, please initial Section 5.8 of the Terms and Conditions, and execute the Proposal Acceptance & Notice to Proceed and return same to our office.

**Ref: Proposal for Professional Services
Gateway PS No.12 Standby Power System Improvements
S&A Proposal No. 2023-22**

May 10, 2023

We would like to thank you for the opportunity to offer the services of our firm and we look forward to working with you. Should you have any questions or require further information, please contact us at (856) 848-6800.

Very truly yours,

SICKELS & ASSOCIATES, INC.



Mark R. Brunermer, PE, CME,
Principal

DSP/se0

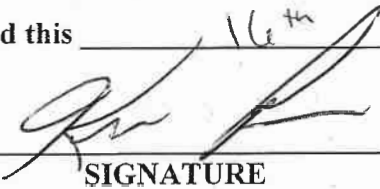
cc: Patricia A. Owens, S&A, Inc.
Erik K. Biermann, P.E., C.M.E., S&A, Inc.

File: 2023-22

PROPOSAL ACCEPTANCE & NOTICE TO PROCEED

Having reviewed the proposal for the various planning, surveying and engineering services, including the Terms and Conditions of the Service Agreement, and all sections relating to payment for services, which is a part thereof, acceptance of the proposal is hereby confirmed by the signature below. Sickels & Associates, Inc. is authorized to proceed with the work.

Accepted this 16th day of May, 2023

By:  CPTSA Chairman
SIGNATURE TITLE

Ken Brown

NAME (PLEASE PRINT OR TYPE)

Carneys Point Township Sewerage Authority
COMPANY

303 Harding Highway
ADDRESS

Carneys Point NJ 08069

856 299 5210
PHONE NO.

856-299-6921
FAX NO.

VZEO@CPTSA.ORG PW@NJC@CPTSA.ORG
CLIENT'S E-MAIL ADDRESS

TERMS AND CONDITIONS OF SERVICE AGREEMENT

ARTICLE 1.0 - AGREEMENT:

- 1.1 The contents of the proposal including Our Understanding of the Project, Description of Services, Consulting Fee, Terms and Conditions of Service Agreement and Annual Fee Schedule, together with any addenda to same, constitutes the entire AGREEMENT between the **CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY** hereinafter referred to as the **CLIENT** and **SICKELS & ASSOCIATES, INC.**, hereinafter referred to as the **ENGINEER**. Nothing herein is to be construed to be inferred or implied.

ARTICLE 2.0 - CONSULTING FEES, REPRODUCTION COST & APPLICATION FEES

- 2.1 **CONSULTING FEES:** CLIENT and ENGINEER agree that the fees quoted in Fees for Services Rendered Section of the Proposal for Professional Services are fair and reasonable and necessary to complete the project phases outlined in the Description of Services. Services requested and/or provided beyond said tasks shall be considered as extra and treated as Additional Services under Article 4.0.
- 2.2 **SPECIAL CONSULTANT FEES:** All consultant fees for special services such as Floodplain Determinations and Delineations; Environmental Assessment/Audits and Impact Statements, Natural Resource Inventories, Archaeological or Historical Investigation; Traffic Assessment/Impact Statements; Material Sampling, Coring and Testing; and Construction Management, Inspection, Monitoring and Observation shall be borne and paid directly by CLIENT.
- 2.3 **PRINTING AND REPRODUCTION COSTS:** All reproduction and printing costs will be invoiced to CLIENT according to the following rates: \$0.22 for each photo copy, \$2.82 for each 24 inch by 36 inch blulined print and \$24.00 for each 24 inch by 36 inch mylar and cloth.
- 2.4 **REIMBURSABLE EXPENSE:** All expenses incurred in providing services to or on behalf of the CLIENT on the project, including, but not limited to mileage, travel, express and certified mail, certified owners list, photography, assessment maps, aerial maps and sampling, testing and laboratory fees shall be the responsibility of the CLIENT and shall be invoiced accordingly. A surcharge of twenty percent (20%) shall be added to all such invoices.
- 2.5 **APPLICATION FEES:** The payment of all application fees shall be the responsibility of the CLIENT and shall be paid directly by CLIENT to the applicable agency or board.

ARTICLE 3.0 - PRICE GUARANTEE:

- 3.1 The proposal assumes that written authorization to proceed and the required retainer amount will be received from the CLIENT, by ENGINEER, within thirty (30) calendar days from the date of the Proposal. The Terms and Conditions of the Proposal shall remain in effect and may be accepted by CLIENT for thirty (30) calendar days from said date.
- 3.2 If the PROPOSAL ACCEPTANCE & NOTICE TO PROCEED is not executed and returned, along with the required retainer, to ENGINEER, within thirty (30) calendar days from of the date of same, Sickels and Associates, Inc., reserves the right to revise the Terms and Conditions, including any and all fees and/or costs quoted herein.

ARTICLE 4.0 - ADDITIONAL SERVICES:

- 4.1 Any and all services provided by the ENGINEER on behalf of the CLIENT, other than that specifically outlined in the Description of Services, shall be invoiced to CLIENT on a time and material basis according to the prevailing hourly rates on our Annual Fee Schedule, as published or as attached hereto and made a part hereof.
- 4.2 A reasonable amount of revisions and/or modifications is anticipated to address comments of the reviewing agencies. Any revision and/or modification that are required due to omission or error by ENGINEER will be revised and/or modified under the terms of the Agreement. Any revision and/or modification that significantly affect and/or alter the original design when such revision and/or modification is due to causes beyond ENGINEER 's control shall be considered Additional Services and shall be invoiced as such.
- 4.3 Prior to increasing the original scope of services or initiating any major revision, modification or change, ENGINEER will submit a change order to CLIENT for authorization to proceed with the additional work. CLIENT shall furnish, or direct ENGINEER to provide the necessary Additional Services within a reasonable time so as not to delay the services of ENGINEER.

ARTICLE 5.0 - RETAINER, PAYMENT OF FEES AND EXPENSES

- 5.1 A retainer will not be required prior to ENGINEER initiating work.
- 5.2 The ENGINEER will submit to the CLIENT invoices for printing and reproduction costs and reimbursable expenses incurred. Invoices may be submitted monthly. CLIENT shall have sufficient available funds to pay all fees associated with the Agreement.

- 5.3 The CLIENT is financially responsible for all expenses incurred by the ENGINEER as a result of the ENGINEER'S providing service to the CLIENT or on behalf of the client, in accordance with the Proposal, Agreement, Description of Services, and services related thereto, or in accordance with any amendments or revisions to the Description of Services. These costs shall include, but shall not be limited to, printing and reproduction costs, travel expenses, mileage expense, express and certified mailing cost, courier costs, the costs of obtaining any mailing list or other information from any agency or board, photography costs, the costs to obtain any assessment maps, aerial maps and the costs of any sampling, testing and/or laboratory fees or any other costs incurred on behalf of the CLIENT.
- 5.4 Payment, in the full amount, must be received within thirty (30) calendar days from the date of the invoice. Thereafter, interest will be added to the outstanding balance at the rate of one and one half percent (1 - 1/2%) per month for a total of eighteen percent (18%) per annum. Payment of fees shall be made consistent with the terms of the Proposal for Professional Services. Interest at the rate set forth herein shall be added to any outstanding balance that is past due.
- 5.5 CLIENT must submit in writing to ENGINEER by certified mail all comments or discrepancies relative to any fee or expense being invoiced within ten (10) calendar days of the date of the invoice. If no discrepancy or errors is reported with said period, the account will be considered correct.
- 5.6 Invoices for costs and expenses will be considered delinquent if payment is not received within forty five (45) calendar days of the date of the invoice. Delinquency will constitute just cause for cessation of work, and may at the option of ENGINEER be considered as termination of the Agreement by CLIENT.
- 5.7 In the event that any account remains delinquent more than forty five (45) calendar days, ENGINEER may turn the account over to an agency and/or legal counsel for collection. In such case, there shall be added to the amount due, a minimum sum of fifteen percent (15%) of the outstanding balance. CLIENT agrees that this amount is a reasonable minimum amount for collection and legal fees. The CLIENT hereby agrees that CLIENT will be responsible to pay ALL costs incurred by ENGINEER to collect any delinquent or outstanding balances, which shall include, but not be limited to, legal fees and costs, expert fees, court costs, any and all other costs related to the collection of delinquent or outstanding balances owed by the CLIENT.

- 5.8 If CLIENT has not made payment of delinquent or outstanding amounts due in accordance with the provisions of this section, the ENGINEER, after providing written notice of it's intent to do so, may discontinue or terminate providing any and all engineering services to the CLIENT, solely at the discretion of the ENGINEER. CLIENT ACKNOWLEDGES NOTICE OF THIS PROVISION, BY INITIALING SAME BELOW, AND AGREES TO RELEASE THE ENGINEER FROM ANY LIABILITY RESULTING FROM THE ENGINEER TERMINATING SERVICES RESULTING FROM THE CLIENTS FAILURE TO MAKE PAYMENT.

CLIENT INITIALS _____

ARTICLE 6.0 - TERMINATION OF SERVICES

- 6.1 This Agreement is subject to termination by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform or to meet their obligations in accordance with the terms and conditions hereof through no fault of the terminating party. In the event CLIENT terminates the Agreement, said notice must be submitted to ENGINEER by certified mail.
- 6.2 In the event of termination, CLIENT shall make payment to ENGINEER consistent with the terms and provisions of the Proposal for Professional Services.

ARTICLE 7.0 - CLIENT'S RESPONSIBILITY:

- 7.1 CLIENT shall provide full information as to his requirements for the project and shall assist ENGINEER by placing at his disposal all available information pertinent hereto prior to entering into the Agreement.
- 7.2 CLIENT shall furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by services of others, such as soil investigations and subsurface explorations, material and equipment requirements, appropriate professional interpretations of property, boundary, easement, right-of-way, topographic and utility surveys and property descriptions, zoning and deed restriction, and other special data or conciliation not covered in ENGINEER 'S Basic Services, all of which ENGINEER may rely upon in performing his services.
- 7.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of legal and insurance counsel, and any other consultant as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay or hinder the services of the ENGINEER.
- 7.4 CLIENT shall furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for implementation and/or completion of the project.

- 7.5 CLIENT shall guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 7.6 CLIENT shall give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the project.

ARTICLE 8.0 - REPORTS, DESIGNS, PLANS & RELATED DOCUMENTS

- 8.1 All documents which are subject to the Agreement shall be prepared in a professional workmanlike manner and based on accepted, current Surveying and Planning practices and where not specifically directed otherwise by CLIENT, will conform to applicable requirements of current, published ordinances and regulations of the various review agencies.
- 8.2 No representations and/or express or implied warranties are made to CLIENT by ENGINEER as to the success, approval or the issuance of permits or approvals on any application submitted by CLIENT, or on his behalf, based in whole or in part upon the reports, studies, designs, plans and/or related documents prepared by ENGINEER.
- 8.3 All documents prepared by ENGINEER pursuant to the Agreement shall be the sole property of ENGINEER until payment, on any unpaid balance, is made in full by CLIENT. CLIENT agrees that until payment is made in full, he shall have no proprietary interest in any document prepared by ENGINEER. CLIENT hereby agrees that the ENGINEER shall have the absolute right to request return of any and all documents prepared by ENGINEER and submitted to Municipal, County, State and/or other parties on behalf of CLIENT in the event of non-payment of outstanding fees by CLIENT.

ARTICLE 9.0 - COMPLIANCE WITH REGULATIONS; APPROVALS AND PERMITS:

- 9.1 All work will be performed in accordance with current applicable Municipal and County Ordinances and State Regulations relative to the work.
- 9.2 On request of CLIENT, ENGINEER may prepare an outline of various approvals and permits that may be required to implement construction of the improvements designed by ENGINEER. However, because of ever changing rules and regulations of the various approving agencies, the ENGINEER does not guaranty the completeness of same. The ENGINEER further advises the CLIENT to obtain legal counsel to guide the CLIENT in furtherance of the laws, rules, regulations, ordinances, and other requirements related to it's project. Legal counsel should be obtained to review said outline and certify completeness.

ARTICLE 10.0 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 10.1 CLIENT and ENGINEER have contemplated the risks, rewards and benefits of the Project. In view of this fact, the parties have arrived at an acceptable fee for the services to be rendered under the Agreement. In so doing, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, the ENGINEER 's liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement from any cause or causes shall not exceed the total fee received for the services rendered under the Agreement. Such causes include, but are not limited to the ENGINEER 's negligence, errors or omissions, strict liability, breach of contract or breach of warranty.
- 10.2 CLIENT shall indemnify and hold harmless, ENGINEER and their consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damage, including but not limited to fees and charges of legal counsel and courts and arbitration costs, arising out of or resulting from work of others to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of ENGINEER.

- END OF DOCUMENT -