



May 4, 2018

Mr. Leonard R. Lepore
Director/Municipal Engineer
Department of Public Works
West Orange, NJ 07052

Education

Re: Professional Engineering Services
Improvements to Lafayette Park, West Orange, New Jersey

Energy Utility

Dear Mr. Lepore:

Forensics

Pursuant to your request, we respectfully submit the following proposal for professional design services for the Improvements to Lafayette Park project.

Healthcare

Hospitality

It is our understanding that you wish to generate bid documents for the proposed improvements at Lafayette Park which will include the following; a volleyball court, a futsal court and associated appurtenances. The layout and design will be based on the schematic plan that was provided by the Township. Our office will conduct a site inventory of the existing site conditions which will be the basis for the proposed improvements. We will prepare plans and specifications that will designate and specify all items discussed within the RFP; field survey, design plans of color coated hard surfaces with lines and markings, a soft or rubberized layer between the hard surfaces and the color courses, fencing, other appurtenances as necessary, a soil erosion and sediment control plan with application to the local SCD, specifications, bid documents and grant administration.

Public Sector

Real Estate

Science & Technology

A. SCOPE OF SERVICES

Listed below are the work items which will be required for this design along with the associated scope of services:

a) Partial Topographic Survey

A topographic survey will be performed in accordance with New Jersey State Regulations. The topographic survey will be of the areas delineated in the RFP for the Lafayette Playground. All survey work will be in accordance with Green Acres Program Scope of Survey Service and Standard Detail Requirements dated July 1, 2017 as published by the New Jersey Department of Environmental Protection. Topographic survey of the subject property and 100 feet beyond limits as requested will be performed by a combination of ground survey, drone aerial mapping technology, VRS and Static GPS (Global Positioning System). Site improvements will be shown on the plan as requested. We will locate and provide elevations of all surface features within the project area including, but are not limited to top and bottom of curb and retaining walls, inlets, manholes, valves, hydrants, shrubs, trees, fences, guardrails, signs and striping. The ground control network will be based on New Jersey State Plane Coordinate System established in 1983 (NAD83) and North America Vertical Datum of 1988 (NAVD88). The plan will be created in AutoCAD format at a scale 1"=30', 1 foot contour interval.

PS&S survey crews will also perform a survey of utilities within the site and adjoining streets. We will make reasonable investigations concerning the location and size of underground utility lines on site. Where surface indications of the presence of such utilities are apparent, such features will be located on the plans. However, PS&S cannot be responsible to detect or locate buried utilities for which no surface indications are present, nor shall PS&S be responsible for the accuracy of information taken from records and drawings provided by others or locations marked out by utility companies.

211 Warren Street
Suite 209
Newark, NJ 07103

t. 973.230.1984

www.psands.com



b) Existing Conditions/Demolition Plan

An Existing Conditions/Demolition Plan will be prepared exhibiting the current existing site structures and utilities, contract limit line and areas scheduled for repair, demolition and/or the removal of materials and a categorized inventory of material type to be removed or repaired.

c) Site Plan

A plan will be developed with the layout of the proposed volleyball court, a futsal court and associated appurtenances along with the surrounding court access. Site elements including; fencing, nets, courts, existing features, etc. will be graphically defined on the plans.

d) Grading and Drainage Plan

Utilizing the existing topographical survey provided by the owner, a detailed Grading Plan will be prepared with existing and proposed relative grading delineated by spot elevations and contours to properly establish and integrate the Courts into the existing landscape.

e) Paving Plan

A Paving Plan will be prepared exhibiting and delineating all proposed pavement types and paving system interfaces. Details, specifications and special installation notes will be incorporated into the plans. Pavement types, finishes, color, and special conditions will be exhibited in a composite Pavement Schedule. Materials and color shall be approved by the owner prior to completion of Construction Documents.

f) Detail Sheet(s) and General Notes

A Detail Sheet(s) will be prepared exhibiting site construction details, plan enlargements, site sections, planting details and general notes required for the proper installation of the proposed improvements.

g) Bid Specifications

Bid specifications will be prepared and will include all necessary provisions required for the proper installation of the proposed improvements as indicated on the Drawings. The specifications shall include all necessary information for bidding purposes including Bid Item List and Written Technical Specifications.

h) Meetings

As part of the Design Services Agreement, PS&S anticipates two (3) site meetings to present, review, and discuss the plans, budget, and cost estimate during the initial Phase with the Township and/or contractors. All meetings above and beyond the outlined scope above will be billed on a time and expenses basis in accordance with the attached Schedule of Charges and General Conditions.

NOTE: Sections **a** through **h** as outlined above do not indicate the number of sheets but rather the information that will be contained within the set of construction contract documents.

B. ADDITIONAL SERVICES

The scope of services presented above is intended to describe services and deliverables associated with design development and construction document preparation and submittal. The scope of services is based upon site and project information provided by the client. During the course of the concept phase consulting services, additional information that becomes known about the site, changes in site design or project components, or requests by review agencies may result in the need to perform additional analyses.



C. **OUT-OF-SCOPE SERVICES**

Any services not specifically described in the above scope are not included in this proposal and would be considered out of scope services. If requested by the client, PS&S can provide out of scope services subject to separate authorization for an additional fee determined on a time and expenses basis in accordance with the attached Schedule of Charges and General Conditions (SCGC).

D. **PROFESSIONAL DESIGN FEES**

PS&S proposes to provide the services described in this proposal for the lump sum fee shown below to be invoiced on a percent complete basis. Clerical and overhead costs are included within the lump sum fee.

Expenses will be billed separately in accordance with SCGC Mileage will be billed separately at the standard federal per mile rate. A schedule of hourly rates follows.

DESIGN FEE.....\$26,300.00

NOT included in the services and fees listed above are the following;

- Permit Fees
- Replacement Parcel Survey, if this is considered a Green Acres Diversion Parcel requiring a replacement parcel.
- Construction Administration
- Municipal Engineering Review, Revisions, and Public Meetings
- Site Plan Approval or Construction Permit Applications
- Zoning/Planning Board meetings if Applicable
- Project Management or General Contracting Services
- Irrigation Design

E. **AUTHORIZATION**

PS&S appreciates the opportunity to prepare this proposal. We look forward to working with you on this project. If the terms and conditions described above meet with your approval, please indicate your authorization to proceed by signing in the appropriate space below and returning one signed copy to our office.

If you have any questions regarding this proposal, please contact us at your earliest convenience.

Sincerely,

PAULUS, SOKOLOWSKI AND SARTOR, LLC

Craig R. Cartmell, LLA
Project Landscape Architect



Mr. Leonard R. Lepore
Township of West Orange
Improvements to Lafayette Park

Design Services
May 4, 2018

PROPOSAL, SCHR & GCS ACKNOWLEDGED AND ACCEPTED:
CLIENT: Township of West Orange
SIGNATURE:
NAME:
TITLE:
DATE:



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No:

Date:

GENERAL CONDITIONS OF SERVICE

Page 1 of 2

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from July 1, 2017. PS&S reserves the right to increase its rates every six (6) months. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services: will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone,

sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

Effective Date: July 1, 2017



7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project

at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").
- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.
- G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: July 1, 2017



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No:
Date:

SCHEDULE OF CHARGES & HOURLY RATES

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates. These rates are effective July 1, 2017, but may be modified thereafter by PS&S at six-month intervals.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

<u>Billable Hourly Rate</u>	<u>Title</u>
\$ 197	Principal, SVP, VP, Principal LSRP
\$ 197	Sr. Director, Sr. Project (Manager, Engineer, Architect, Planner, Designer, Scientist, or LSRP)
\$ 195	Director, Project (Engineer, Architect, Planner, Designer, Scientist, or LSRP), Project Manager II
\$ 180	Sr. (Engineer, Architect, Planner, Designer, Scientist, Surveyor or LSRP), Project Manager I
\$ 160	Engineer IV, Architect IV, Planner IV, Designer VI, Scientist VI, LSRP
\$ 145	Engineer III, Architect III, Planner III, Designer V, Scientist V, Project Controls III
\$ 135	Surveyor III, Inspector III
\$ 130	Engineer II, Architect II, Planner II, Designer IV, Scientist IV
\$ 120	Engineer I, Architect I, Planner I, Designer III, Scientist III, CAD Technician III, Project Controls II
\$ 110	Surveyor II, Inspector II
\$ 105	Designer II, Scientist II, Cad Technician II
\$ 100	Designer I, Scientist I, Cad Technician I
\$ 90	Project Controls I
\$ 85	Surveyor I, Inspector I
\$ 65	Technician I
When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):	
\$ 225	2-person crew
\$ 295	3-person crew

2. LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) CONDITIONS

When work performed by PS&S includes the services of an Licensed Site Remediation Professional ("LSRP"), the LSRP will use his or her professional judgment to make recommendations as to actions required based upon the LSRP's review of the applicable statutes, regulations and guidance documents. The Client acknowledges that the LSRP's recommendations or issuance of any Response Action Outcome ("RAO") shall not constitute: (i) any acceptance of liability on behalf of PS&S or any LSRP employed by PS&S; (ii) any form of guarantee, indemnity or insurance for any legal liability or obligation of the Client. Further, the Client acknowledges that when PS&S's services hereunder entail the use of professional judgment, PS&S is not providing any guarantee that any other professional reviewing PS&S's work hereunder will not offer different recommendations or reach different conclusions based on that professional's use of his or her judgment. The Client acknowledges that PS&S is not responsible to the Client or any third-party for costs resulting from a different recommendation or different conclusion rendered by another party.

Under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRA"), the New Jersey Department of Environmental Protection (NJDEP) can audit and review an RAO and the Site Remediation Professional Board can review work performed by an LSRP. Further, an RAO can be invalidated if NJDEP determines that the RAO is not protective of human health and the environment. Neither PS&S nor the LSRP shall be held responsible for the invalidation of the RAO, and any services which might be required due to any such invalidation shall be considered an Additional Service.

The State has established mandatory and regulatory time frames to complete certain remediation requirements. If these time frames are not met, fines and potential NJDEP direct oversight could be imposed upon the Client. To the extent provided for in the scope of work, PS&S will advise the Client of deadlines and actions necessary to fulfill the requirements of such time frames. The Client acknowledges that PS&S's provision of such advice will not and does not shift responsibility for compliance with such time frames to PS&S. Further, if the Client delays in approving and proceeding with the recommendations of PS&S's LSRP in meeting these time frames or the Client delays in payment of services rendered by PS&S, which results in a delay to the progress of the project, the Client agrees that PS&S will not be held responsible or liable for any fees, fines, or financial impacts incurred as a result of NJDEP's direct oversight, fines, and fees.

Furthermore, the Client acknowledges that in the context of supporting any conclusions or recommendations made to any third-party or governmental entity, PS&S may be required to release or otherwise publish: data from tests performed on samples taken from the project location; physical observations of the project location; or other technical information obtained by PS&S regarding the physical conditions of the project location, including but not limited to, submissions made by PS&S's LSRP in connection with a project. Client expressly acknowledges that under SRRA, if the LSRP identifies a condition at the Site that, in the professional judgment of the LSRP, is an Immediate Environmental Concern ("IEC") (as defined in the SRRA), the LSRP is obligated to so advise the Client and to call the NJDEP's telephone hotline to advise the NJDEP of such IEC.