

Exhibit “A”

PHILLIPS PREISS GRYGIEL LEHENY HUGHES LLC
PROFESSIONAL SERVICES CONTRACT

Client: Planning Board, Township of West Orange, New Jersey

Project: West Orange Planning Services

Project Number:

Date: July 9, 2018

The terms and conditions which govern the performance of services provided by Phillips Preiss Grygiel Leheny Hughes LLC ("Phillips Preiss") to the Planning Board, Township of West Orange, New Jersey ("Client") pursuant to this Agreement are set forth below:

1. **Scope of Services.** Phillips Preiss will serve in an advisory capacity to the Client during the time of the Contract for the preparation of a Master Plan Reexamination report and Plan Element updates for the Township of West Orange, pursuant to the attached proposed scope of work.
2. **Equal Opportunity Employer.** Phillips Preiss is an equal opportunity employer and shall comply with all applicable laws and regulations.
3. **Reimbursable Expenses.** The Client shall pay Phillips Preiss for reimbursable expenses, including printing and reproduction (except as noted in paragraph 2), courier and express delivery service, bulk/special mailings, and travel expenses, including lodging and meals, for work involving travel to places more than fifty (50) miles from Phillips Preiss's office in Hoboken, New Jersey.
4. **Non-Reimbursable Expenses.** The Client shall not be billed for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of the final copy of the report, and travel expenses involving travel to places less than fifty (50) miles from Phillips Preiss's office in Hoboken, New Jersey.

5. **Invoices.** Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 8) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within forty-five (45) days from the date of the invoice.
6. **Suspension of Services by Phillips Preiss.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, Phillips Preiss may suspend performance five (5) days from the date of providing notice to the Client. Phillips Preiss shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
7. **Client's Request for Cessation of Work.** The Client may, at any time, request in writing that work on the project be terminated. At such time the Client will be billed for all work performed by Phillips Preiss up to the time such notification is received at the offices of Phillips Preiss.

8. **Hourly Billing Rates for Phillips Preiss Staff.**

The following shall be the hourly billing rates for Phillips Preiss principals and staff:

<u>Staff Person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Managing Principal	\$165
Richard Preiss, Principal	\$165
Paul Grygiel, Principal	\$150
Elizabeth Leheny, Principal	\$145
Keenan Hughes, Principal	\$145
Senior Associate	\$140
Senior Urban Designer	\$130
Senior Planner	\$120
Planner	\$110
Director of Graphics	\$110
Support	\$50

9. **Fee Duration.** This agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, Phillips Preiss may adjust the proposed fees, including the

hourly billing rates, as specified in paragraph 8 prior to commencement of services. The hourly billing rates set forth in paragraph 8 shall remain in effect for a period of twelve (12) months from the above date.

10. **Indemnification.** Phillips Preiss agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by Phillips Preiss's negligent acts, errors or omissions in the performance of professional services under this Agreement. The Client agrees to indemnify and hold Phillips Preiss harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent or intentional acts, errors or omissions and those of his or her employees, agents, contractors, subcontractors or consultants or otherwise employed or retained by the Client's employees, agents, contractors or subcontractors. Phillips Preiss is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
11. **Ownership and Reuse of Documents.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Phillips Preiss pursuant to this Agreement ("Documents") are and remain the property of Phillips Preiss as instruments of service with respect to this Agreement. The documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse of the documents without the written approval by Phillips Preiss will be at the Client's sole risk and without liability or legal exposure to Phillips Preiss. The Client shall indemnify, defend and hold harmless Phillips Preiss from and against any claims, damages or losses, including attorneys' fees and costs, arising out of or resulting therefrom.

Phillips Preiss grants to the Client and only the Client a non-exclusive, non-assignable and non-transferable license to reproduce, distribute and display the documents, to the extent necessary, for the Client to undertake a project and/or perform other acts that are all collectively required to undertake the project. Phillips Preiss shall retain all common law, statutory and other reserved rights to the documents, including the copyright thereto. Both the Client and Phillips Preiss agree that none of the services or documents provided by Phillips Preiss are "work made for hire" as defined in the Copyright Act.

12. **Governing Law—Forum Selection.** The laws of the State of New Jersey, County of Essex will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Essex.
13. **Entire Agreement—Amendments.** This Agreement comprises the final and complete Agreement between the Client and Phillips Preiss. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Phillips Preiss.
14. **Headings.** Headings are set forth for the convenience of the parties only, and are not part of this Agreement.

This Agreement is duly signed and executed this _____ day of _____, 2018, by:

For Phillips Preiss:

For the Client:

Name

Name

Title

Title

**Proposed Scope and Budget
2018-2019 Comprehensive Master Plan Reexamination and Update
Township of West Orange**

PHASE I: PROJECT LAUNCH AND DATA COLLECTION (MONTH 1)

The first phase of the project will lay the foundation for the Master Plan Reexamination. Our involvement at this stage will be primarily focused on listening and learning. Through our prior and current work on behalf of the Township we are already familiar with past plans and studies as well as recent and current development projects. Additional information will be gathered through interviews with people involved in development and other planning-related issues in West Orange, and acquisition of maps and data, such as demographics, building permits and demolition information. The overall goal will be to compile information necessary for preparation of the plan.

We will work with Township staff to obtain information and to manage project logistics. The Master Plan Subcommittee will provide general guidance and review major products before they are released to the Planning Board or the public. More importantly, we will work with the Master Plan Subcommittee to solicit input from the community at large.

We will begin with a startup meeting with the Master Plan Subcommittee to discuss the goals and objectives of the project and formalize a project schedule, inclusive of projected meeting dates. The preliminary planning meeting will also provide an opportunity for the consultants and staff to discuss and obtain data and informational resources and contacts. After the startup meeting, we will conduct informational interviews either in person or over the phone with stakeholders identified by the Township. The goal will be to orient ourselves with the issues affecting the Township as they relate to the Master Plan and to understand the overall organization and needs of Township departments and organizations. We will also review all relevant documents and data in order to be prepared for Phase II.

Meetings: *startup meeting, stakeholder interviews*

PHASE II: GOALS AND OBJECTIVES/DRAFT REEXAMINATION (MONTHS 2-3)

In the second phase, we will conduct the analysis necessary to prepare a thorough and useful Master Plan Reexamination for the Township. The information gathered in Phase I through our research, as well as the startup meeting, will be evaluated to form the basis for the plan.

We will also work with the Township to initiate the community outreach process with a community “kickoff” meeting. The purposes of this meeting will be: (1) to explain the purpose, scope and requirements of the Master Plan Reexamination and plan element updates; (2) to describe the overall project timeline and opportunities for public involvement; and (3) to solicit initial input from the public. This meeting could range from a portion of a regular Planning Board devoted to this topic to an in-depth special community meeting, such as with a PowerPoint presentation and/or an interactive planning exercise and discussion. We will determine the format and location of the meeting along with the Master Plan Subcommittee.

Following the community meeting, we will prepare draft goals and objectives and also begin drafting the Reexamination report. This document will comply with the requirements of the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-89, which says that the governing body shall, at least every ten years, provide for a general

reexamination of its master plan and development regulations by the planning board, which shall prepare and adopt by resolution a report on the findings of such reexamination. An initial draft Reexamination report will be prepared that will be suitable for review by the Master Plan Subcommittee.

A few weeks later we will have a second meeting with the Master Plan Subcommittee to obtain its feedback regarding the preceding phase, our work to date on the goals and objectives and the initial draft of the Reexamination. From this meeting, we will generate additional specifics regarding the direction in which the process is headed. Once the goals and objectives are established and confirmed by the public at the second community meeting in Phase III, they will serve as a framework for the rest of the plan as well as potential amendments to the Township's development regulations. We have assumed there will be monthly meetings with the Master Plan Subcommittee and periodic meetings and/or discussions with Township staff for the duration of the process.

Meetings: community "kickoff" meeting, two Master Plan Subcommittee meetings

Deliverables: community meeting summary, initial draft Reexamination report

PHASE III: REVIEW AND UPDATE OF EXISTING MASTER PLAN ELEMENTS (MONTHS 3-6)

In this phase, all of the outreach, analysis and other work completed to date will inform updates to the existing Master Plan elements. The various plan elements are described below.

Land Use Recommendations

This element will include a discussion of land use categories that have been identified for analysis. We will rely upon Master Plan Subcommittee members and Township staff, as well as our working knowledge of West Orange, to help identify areas where the current zoning and existing land uses diverge. This section of the plan also will deal with the Township's particular areas of concern in regard to land use, development and zoning. Specific changes will be recommended to the Township's development regulations based on Planning Board input and our experience as the Township's planning consultants since 2012. The final version of this plan element update will include recommendations for changes in zoning classifications, permitted uses and other aspects of West Orange's land development ordinances.

The Existing Land Use map in the 2010 Master Plan Update will be revised based upon construction known to have occurred and review of tax and building department records. A lot-by-lot survey of all existing land uses is not proposed as part of this scope of work. Maps will be prepared of existing zoning and proposed zoning changes.

Economic Development

The current Master Plan Reexamination describes a number of commercial centers throughout the Township and makes certain recommendations for improving these areas. The updated plan element will include analyses of these existing strategies and adjust for changing conditions in these and other areas. We will also determine other appropriate recommendations based upon the information received through research, meetings and other means, which will be integrated with land use recommendations to help make them more readily implementable.

Historic Preservation Plan Element

Limited updates are expected for this plan element. We will address any changes in laws or regulations, as well as policy decisions by the Township that affect this plan element.

Community Facilities, Utilities and Recycling Plan Element

This plan element will address existing and potential future needs for community facilities. It will include a discussion of existing capacity of Township offices, Public Works facilities, emergency service facilities, the public library, schools, water and sewer, stormwater management and utilities. In particular, this element can help prioritize the need for capital improvements to existing and proposed public infrastructure.

Circulation Plan Element

The updates to this plan element will address improvements to roads and other transportation infrastructure and account for new development that impacts these facilities. Continued emphasis will be placed on pedestrian circulation as well as bicycle facilities planning, and advance “complete streets” efforts in conjunction with the Township’s Pedestrian Safety Advisory Board.

Housing Plan Element

The Township’s full Housing Element and Fair Share Plan has been prepared by others. This section would reference that document and the current status of affordable housing compliance efforts in the municipality.

Open Space and Recreation Plan Element

Updates can be made to the existing plan element to reflect any changes to the Township’s inventory of recreation facilities and open space.

Sustainability Element

This plan element which was introduced in the 2010 Master Plan Update was intended as an overarching document that addresses many of the topics included in other parts of the Master Plan in a comprehensive manner. It will be updated as necessary to further address best practices for green and sustainable design.

Towards the end of this phase, a second opportunity for public involvement will be provided by holding an open house meeting. Members of the community will be given an opportunity to comment on the draft plan concepts at this meeting, with the comments taken into consideration in the preparation of the final document. In this phase, public input will be less about generating additional new ideas and more focused on ensuring that the consultants “got it right.” The comments at this meeting, along with comments from the Master Plan Subcommittee, will be the basis for changes to the draft plan. We will assist with other means of outreach such as using the Township’s website and encouraging residents, merchants and other interested parties to send feedback to the Subcommittee by e-mail and regular mail and/or by dropping off comments at the municipal building and other locations.

Meetings: community open house meeting, three Master Plan Subcommittee meetings

Deliverables: community meeting summary, revised draft Reexamination report, draft plan element updates, draft updated maps

PHASE IV: FINALIZATION AND ADOPTION (MONTHS 6-7)

This phase will be focused on finalizing the Reexamination and plan element updates, primarily by incorporating the findings from and our work in Phase III and the community open house. This document will fully comply with the requirements of the MLUL. We will meet with the Master Plan Subcommittee once more to confirm that we have adequately addressed the issues and concerns raised to date so that the plan can be finalized and ready for adoption. This meeting will allow us to identify any final changes to the final draft plan. A formal public hearing on the draft Master Plan Reexamination and plan element updates can then be scheduled, consistent with MLUL requirements for the formal adoption of the document.

The product of the process outlined above will be the final plan, which will be prepared in consistency with the MLUL. But we propose to go beyond the standard master plan document. The plan will be easy to read and accessible to non-planners, and can include a large amount of photos, visuals and other graphics if so desired. An implementation matrix that lists the timing and responsible entity for executing plan recommendations can also be provided as part of the plan.

Allowing two months for this final phase should be adequate to allow for any setbacks in the timetable, which often happens in projects of this type. Reasons often include scheduling difficulties for public meetings, an amended work program to better analyze issues that come up in the process and delays in receiving comments back from committee members and others.

Meetings: one Master Plan Subcommittee meetings, public hearing

Deliverables: revised draft Reexamination report and plan element updates, final Reexamination report and plan element updates including updated maps

Proposed Project Schedule

Phase	Month	1	2	3	4	5	6	7
I	Project Launch and Data Collection							
	<u>Meetings:</u>							
	<i>Startup meeting</i>	x						
	<i>Stakeholder interviews</i>	x						
II	Goals and Objectives/Draft Reexamination							
	<u>Meetings:</u>							
	Community “kickoff” meeting		C					
	<i>Master Plan Subcommittee meeting</i>		x	x				
III	Review and Update of Existing Master Plan Elements							
	• Land Use Recommendations							
	• Economic Development							
	• Historic Preservation Plan Element							
	• Community Facilities, Utilities and Recycling Plan Element							
	• Circulation Plan Element							
	• Housing Plan Element*							
	• Open Space and Recreation Plan Element							
	• Sustainability Element							
	<u>Meetings:</u>							
	Community open house meeting					C		
	<i>Master Plan Subcommittee meeting</i>				x	x	x	
IV-A	Finalize Reexamination and Plan Element Updates							
IV-B	Public Hearing and Adoption							
	<u>Meetings:</u>							
	<i>Master Plan Subcommittee meeting</i>							x
	Public hearing							C

P = Community meeting (kickoff, open house, hearing)

x = Other meeting (Master Plan Subcommittee, workshop and/or stakeholder)

*Housing Plan Element prepared by others – will reference current status

PROJECT BUDGET

The proposed project budget listed in the table below has been prepared based upon our knowledge of the Township's 2010 Master Plan Update/Reexamination, our experience with numerous master planning assignments in other communities, and our knowledge of West Orange and the issues that it is facing.

We note the following with regard to the proposed budget:

- The budget figures are based upon the firm's standard hourly rates for governmental and non-profit clients. Note that the rates for staff have been discounted approximately 20 to 30 percent from our standard billing rates, consistent with company policy.
- The total fee noted above covers all services and expenses necessary to complete the scope of work, including travel, reproduction, and meeting preparation expenses. Phillips Preiss will bill the client monthly for work completed to date based upon the hourly rates listed on the following page.
- Deliverables will include 20 bound copies of the report (including maps) and a pdf version of the plan.

Proposed Budget

Phase		Amount
I	Project Launch and Data Collection	\$4,000
II	Goals and Objectives/Draft Reexamination	\$7,500
III	Review and Update of Existing Master Plan Elements	\$12,000
IV	Finalize Reexamination and Plan Element Updates	\$3,500
Kickoff and Open House Meetings		\$3,000
Other Meetings		\$5,000
TOTAL		\$35,000