

PHILLIPS PREISS GRYGIEL LLC
PROFESSIONAL SERVICES CONTRACT

Client: Township of West Orange, New Jersey
Project: West Orange Development Application Review Services
Project Number: N/A
Date: January 1, 2014

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

1. **Scope of Services** . PPG will review applications made to West Orange's Planning Board and Zoning Board of Adjustment for site plan, subdivision and/or variance approval. The scope of work for each of these development reviews will include the following:
 - Review of filed application materials to determine whether the application can be deemed complete for hearing by the Planning Board, Zoning Board of Adjustment and/or Technical Advisory Committee, and if any submission waivers are warranted
 - Preparation of a completeness review memorandum
 - Attendance at Technical Advisory Committee meetings
 - Review of filed application materials to determine compliance with all applicable Zoning Ordinance requirements and other development regulations
 - Analysis of all requested variances and/or exceptions from site plan or subdivision regulations
 - Review of site plan, architectural plans and/or subdivision plat to identify any zoning or planning issues
 - A site visit to the subject property and surrounding area
 - Discussion with Township of West Orange staff and other consultants, if necessary
 - Preparation of an application review letter, if necessary
 - Attendance at evening meetings of the Planning Board and Zoning Board of Adjustment when an application for which a review letter was prepared is on the board's agenda

The above work other than site visits and meetings will be conducted in PPG's office. It is assumed that application materials will be mailed to PPG by Township staff, although PPG will be able to pick up materials in West Orange if a quick turnaround of a review letter is necessary. A representative of PPG will also attend meetings in West Orange to meet with Township staff, other consultants and/or development applicants, as needed.

The review of development applications can be paid for through escrows provided by development applicants, consistent with state law and Section 25-55 of the West Orange Zoning Ordinance. PPG will submit invoices to the Township for each development application in order to manage the appropriate funding source for our service.

It is anticipated there will be a limited amount of billing for general planning services not related to a specific application, which would be billed directly to the Township and would not be payable through applicant escrows. If additional work, over and above that specified in the Scope of Services, or that agreed to under this Agreement, is requested by the Client, such work shall be performed by PPG at the hourly billing rates specified in paragraph 7 of this Agreement or any increases to the hourly billing rates as set forth in paragraph 7. Such additional services shall only be performed following approval from the Township Council.

Paul Grygiel, AICP, PP shall make himself available as needed on a flat fee basis as set forth herein.

2. **Reimbursable Expenses** . The Client shall pay PPG the actual cost 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 PPG's office in Hoboken, New Jersey..
3. **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 no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from PPG's office in Hoboken, New Jersey.
4. **Invoices and payment** . 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 7) 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. All non-escrow reimbursable fees for services rendered shall be at a flat fee rate, capped at \$2,000.00 per month. In the event

additional payment is sought by PPG for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

5. **Suspension of Services by PPG.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, PPG may suspend performance five (5) days from the date of providing notice to the Client. PPG 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.
6. **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 PPG up to the time such notification is received at the offices of PPG.
7. **Hourly Billing Rates for PPG Staff**

The following shall be the hourly billing rates for PPG staff:

<u>Staff person/Title</u>	<u>Hourly Rate</u>
Paul Phillips, Principal	\$150
Richard Preiss, Principal	\$150
Paul Grygiel, Principal	\$145
Keenan Hughes, Principal	\$135
Elizabeth Leheny, Principal	\$135
Senior Associates	\$130
Senior Urban Designer	\$125
Senior Planner	\$100
Planners	\$95
Graphic Designers	\$95
Computer Specialists	\$50

8. **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, PPG may adjust the proposed fees, including the hourly billing rates, as specified in paragraph 7 prior to commencement of services.

The hourly billing rates set forth in paragraph 7 shall remain in effect for a period of twelve (12) months from the above date. This agreement shall be for a twelve (12) month period beginning January 1, 2014 and ending December 31, 2014.

Where Lump Sum or Not-to-Exceed Contracts are signed, and the services provided by PPG extend three (3) months beyond the termination date agreed to by PPG and the Client, the quoted prices shall be subject to an increase in accordance with the Consumer Price's New Jersey Metropolitan Area Cost of Living Index, using the date of the Agreement as a base. In the event that a Lump Sum or Not-to-Exceed Contract item is partially completed at such time, the lump sum or not-to-exceed price is to be adjusted, and the balance of the lump sum fee still to be billed as of the termination date agreed to, shall be increased based upon the Cost of Living Index as indicated above.

9. **Indemnification** . PPG 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 PPG's negligent acts, errors or omissions in the performance of professional services under this Agreement. PPG is not obligated to indemnify the Client for the Client's own negligence or intentional acts.
10. **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.
11. **Entire Agreement –Amendments** . This Agreement comprises the final and complete Agreement between the Client and PPG. 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 PPG.
12. **Term and Termination** . This Professional Services Contract may be terminated by the Township of West Orange through its Business Administrator, or by PPG, on ten (10) days' written notice to the other party.
13. **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 _____, 20____, by:

For PPG:

For the Client:

Name

Name

Title

Title

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