

109-14



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Township Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: engineering@westorange.org

June 4, 2014

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**
BLEACHER MODIFICATIONS
WEST ORANGE HIGH SCHOOL BASEBALL FIELD

Mayor Parisi, Council President McCartney, Councilwoman Spango and Gentlemen:

In this year's Capital Budget you appropriated \$60,000 for bleacher modifications at the West Orange High School Baseball Field. The modifications are required to improve the sight lines to the pitching and batting areas for spectators along the third base line or home side of the baseball field. The modifications will consist of new bleachers which will be higher and deeper to improve sight lines and fence modifications to improve visibility. Since the bleachers will be deeper than the existing ones, a retaining wall with a fence will be needed as well as an area to reconstruct the perimeter walkway that leads from the third base side of the field, around the back of home plate back stop and along the first base, or visitor's side.

The original improvements to the baseball field, which includes the multipurpose outfield, were designed by PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059. I requested a proposal only from them due to their knowledge of the prior design and conditions and their familiarity with the facility. PS&S did not respond to the Township's open request for professional services.

Attached please find a copy of their proposal dated May 30, 2014 and revised June 4, 2014 to provide the necessary professional engineering and land surveying services for the bleacher modifications at the West Orange High School Baseball Field. The services will consist of a topographic and location survey and a site plan with construction details and construction specifications. The Township's Engineering Division will prepare the bid documents and incorporate the site plan, details and specifications by reference. The Township will also review bid submissions, prepare a summary of bids and provide construction inspection and administration. The fee of PS & S for the services they will provide is \$10,800.00.

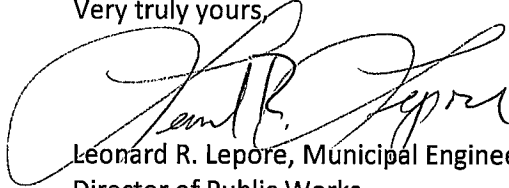
Their proposal is acceptable to me, and I request you authorize a professional services contract with PS&S of 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 to provide engineering and land surveying services for bleacher modifications at the West Orange High School

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WEST ORANGE NJ

Baseball Field in accordance with their proposal dated May 30, 2014 and revised June 4, 2014, for an amount not to exceed \$10,800.00. A Resolution of Award is enclosed.

If you have any questions on this proposal or project please contact me.

Very truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

enc.

cc: John K. Sayers
John Gross
Richard D. Trenk
Kenneth Kayser

file: award of professional services bleacher modifications

RESOLUTION

WHEREAS, the Township of West Orange proposes modifications to the bleachers at the West Orange High School Baseball Field; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering and land surveying firm; and

WHEREAS, the Township Engineer solicited a proposal from PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 who prepared the original plans, specifications and bid documents for the West Orange High School Baseball Field; and

WHEREAS, PS&S, as the original designer, is familiar with the facility and is knowledgeable of the conditions present there; and

WHEREAS, PS&S previously provided professional engineering and land surveying services to the Township of West Orange and their work quality was excellent; and

WHEREAS, PS&S did not respond to the Township's Open Request for Professional Services issued on December 12, 2013; and

WHEREAS, by letter dated June 4, 2014 the Township Engineer recommended a professional services contract be awarded to PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 for a topographic and location survey, a site plan with details and construction specifications in accordance with their proposal dated May 30, 2014, revised June 4, 2014 in an amount not to exceed \$10,800.00 all associated with the design of bleacher modifications at the West Orange High School Baseball Field; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of PS &S; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to PS&S, 67B Mountain Boulevard Extension, P.O. Box 4039, Warren, New Jersey 07059 to provide professional engineering and land

surveying services for bleacher modifications at the West Orange High School Baseball Field in accordance with their proposal dated May 30, 2014, revised June 4, 2014 for a fee not to exceed \$10,800.00.

BE IT FURTHER RESOLVED that this Professional Services Contract, which is less than the threshold amount of \$17,500.00, is awarded to PS&S due to their familiarity with this facility and knowledge of this site due to their preparation of the original plans, specifications and bid documents and was not subject to the fair and open process.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

KAREN CARNEVALE, MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

I hereby certify funds are available from:

ACCOUNT NO.

JOHN GROSS, CHIEF FINANCIAL OFFICER



Revised June 4, 2014

May 30, 2014

09014-0488

Mr. Leonard Lepore
Director, Department of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Education

Energy Utility

Hospitality

Public Sector

Real Estate

Science & Technology

Re: PROPOSAL TO PROVIDE SITE/CIVIL ENGINEERING AND SURVEYING
SERVICES
West Orange High School – Additional Bleachers and Associated Site
Modifications
West Orange, New Jersey

Dear Mr. Lepore:

Paulus, Sokolowski and Sartor, LLC (PS&S) is pleased to submit this proposal to provide Site/Civil Engineering and Surveying services in support of the installation of an additional set of bleachers and associated site modifications at the existing baseball field at West Orange High School, West Orange, New Jersey.

1.0 INTRODUCTION

It is our understanding that the Township Council has approved funding for the new bleachers on the third base side of the High School baseball field. Per our discussions the new bleacher set will accommodate approximately 100 spectators, be ADA accessible, and provide designated ADA seating opportunities. We will develop options incorporating 8 row vs. 10 row models. Additional site modifications to the existing asphalt walkway, retaining wall and barrier fence will be required because of the enlarged bleachers. The current baseball field fencing will be modified to improve visual access from the bleachers to all areas of the field of play. It is anticipated that no underground utility work will be required as part of this project.

2.0 SCOPE OF SERVICES

PS&S proposes to provide the following Site/Civil Engineering and Surveying services for this project:

2.1 Topographic Survey

PS&S will perform a topographic survey of the project site as depicted on a plan provided by the Township using conventional survey methods. We will prepare the mapping in the 1988 North American Vertical Datum (NAVD).

678 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.560.9700

www.psands.com

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PS&S will locate and provide elevations of all surface features within the project area. Surface features to be surveyed include but are not limited to inlets, manholes, curbs, shrubs, trees, signs, fences, guiderails, and retaining walls. The topographic survey plan will be prepared at a 1"=10' scale and will provide a one-foot contour interval. The final plan will also be prepared as an AutoCAD drawing file.

2.2 Site Plan

Utilizing the updated survey as a background, PS&S will proceed with preparation of a Site Plan which will serve as the basis for procuring bids for construction of this work. The preparation of the Site Plan shall include the following tasks:

- Review of existing documentation as prepared by PS&S for the Field Improvements completed in 2006.
- One site visit to verify field conditions and elements indicated on the revised survey.
- Development of options illustrating use of 8 row and 10 row bleacher size, and the site development implications of each size.
- Coordination with the bleacher vendor as to the size, orientation, and additional requirements of the specific model selected.
- Review of Concept Plan with interested stakeholders. It is anticipated that this meeting will be held on site at the West Orange HS Baseball Field.

Due to the limited size of the project area, it may be possible to include all of the information required for bidding and construction on one plan sheet and two detail sheets. The Site Plan shall include the following information:

- Revised survey information as background.
- General Notes, Legend, and Key Plan.
- Limit of work designation.
- Elements to be removed/salvaged.
- Extent of proposed improvements including walkways, fencing, walls, and bleachers. All proposed elements will be dimensioned from existing site elements such as the dugout perimeter or existing fencing.
- Grading, drainage and utility information. Spot elevations at critical points, top and bottom of wall elevations, overland flow arrows, and designation of existing utilities to be protected during construction.
- Plan information required by the Hudson, Essex, Passaic Soil Conservation District (HEPSCD).



Detail sheets will include, but not be limited to:

- General notes and details as required by the Hudson, Essex, Passaic Soil Conservation District (HEPSCD) for the Soil Erosion and Sediment Control Plan approvals.
- Modular concrete block retaining wall details.
- Chain link fencing details.
- Asphalt paving sections.
- Tree protection details.
- Construction specifications for all proposed elements.

2.3 Permit Document Phase

PS&S will prepare the following permits for submission to the requisite agencies:

- Hudson, Essex, Passaic Soil Conservation District (HEPSCD): Soil Erosion and Sediment Control Plan Certification.

Note: All application and permit fees are to be paid by the owner.

2.4 Bidding/Construction Phase Services (Optional; Not Included in Base Fee)

PS&S will assist the owner with the site/civil elements of the project during the construction phase. In anticipation of award of the project, PS&S will review the bids, if required, and will respond to bidders' questions and requests for information (RFI).

After award of the project, PS&S will review shop drawings and address contractor requests for information and contractor questions. We expect that we will have a limited role during this phase of the project given the limited site improvements and scope of this project. At this time, we do not know what our level of involvement will be for participation in construction meetings and therefore have not included meetings in our basic scope of services. Meetings, if required, can be provided on a time-and-expense basis.

At the completion of the project, we will perform one final site walk for preparation of a punch list for site/civil components.

2.5 Meetings

PS&S will prepare for and attend meetings throughout the design process. These meetings are quantified within the Site Plan and Bidding/Construction Services descriptions. Additional meetings will be billed in accordance with our General Conditions of Service and Schedule of Charges and Hourly Rates, designated as Form 109A, dated April 1, 2014 (the Schedule), attached



All meetings and teleconference meetings will be billed portal to portal on a time-and-expense basis.

3.0 FEE SCHEDULE

PS&S proposes to provide the limited site/civil engineering and surveying services described above on an hourly-rates basis for a not-to-exceed fee as shown below, and in accordance with our General Conditions of Service and Schedule of Charges and Hourly Rates, designated as Form 109A, dated April 1, 2014 (the Schedule), attached. This Schedule will also govern any authorized out-of-scope services we provide.

3.1	Topographic Survey	\$3,500.00
3.2	Site Plan and Details	\$6,400.00
3.3	Reimbursable Expenses (estimate only)	\$800.00
	TOTAL.....	\$10,700.00

Estimated Bidding and Construction Phase (Optional)\$1,920.00

Any extra out-of-scope services requested will be provided on a reimbursable basis as follows:

Services provided by PS&S personnel will be billed on an hourly basis in accordance with our Form 109A.

Services provided by subcontracted firms will be billed on an hourly basis in accordance with proposals or quotes received and approved by the owner plus 10% for handling.

We will invoice you in accordance with the attached copy of our Form 109A, which schedule will also govern any authorized out-of-scope services we provide. You will note that we issue invoices on a monthly basis. We request that you review each invoice upon receipt and inform us of any discrepancies or other problems with that invoice within fifteen (15) days of receipt.

4.0 OUT-OF-SCOPE SERVICES

The basic services listed above do not include the following services which may be required on this project, and which, if needed, will be provided as a reimbursable expense:

- Local Site Plan/Planning Board application/approval;
- Geotechnical services;
- Wetland delineation/wetland permitting;
- Environmental impact statements and/or investigations;
- NJDEP Flood Hazard Area Permitting;



Mr. Leonard Lepore
Township of West Orange
Revised June 4, 2014
May 30, 2014
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West Orange High School – Additional Bleachers and
Site Modifications
PS&S Proposal #09014-0488

- FEMA permitting or Certificates;
- Traffic engineering;
- As-Built/Record of Construction Survey;
- Construction Stake-Out Services;
- Structural design required for bleacher installation; and
- Site lighting or site furnishings.

5.0 AUTHORIZATION

PS&S appreciates the opportunity to prepare this proposal and the opportunity to continue our relationship with the Township. 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 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

Patricia A. Ruskan, P.E.
Associate Principal

Brian C. Meneghin, LLA
Project Landscape Architect

Encl.

cc: Bud Wecht
Michael Cohen
Admin.



Mr. Leonard Lepore
Township of West Orange
Revised June 4, 2014
May 30, 2014
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West Orange High School – Additional Bleachers and
Site Modifications
PS&S Proposal #09014-0488

PROPOSAL AND FORM 109A ACKNOWLEDGED AND ACCEPTED:	
CLIENT:	Township of West Orange
SIGNATURE:	
NAME:	
TITLE:	
DATE:	



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

Proposal/Contract No: 09014-0488
Date: June 4, 2014

SCHEDULE OF CHARGES & HOURLY RATES

Page 1 of 1

1. CHARGES FOR SERVICES

A. 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 the Effective Date of this Agreement, but may be modified thereafter by PS&S at six-month intervals. In no event shall the rates be modified 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.

<u>Level</u>	<u>Title</u>	<u>Billable Hourly Rate</u>
1	Principal/SVP/VP	\$230
2	Sr. Director/Sr. Project Manager	\$207
3	Director/Project Manager II	\$185
4	Project Manager I/Project (Engineer/Architect/Planner/ Scientist/Designer/Surveyor/Validation or Process Specialist)	\$161
5	Designer VI	\$141
6	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist III/Designer V/Project Controls III	\$136
7	Surveyor III/Sr. Archaeologist	\$124
8	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist II/Designer IV	\$118
9	Designer III/CAD Technician III/Project System Analyst II/ Sr. Editor	\$112
10	Surveyor II	\$102
11	Designer II/CAD Technician II	\$ 97
12	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist/Designer I/Project Controls II	\$ 90
13	Administrative Support/Project Controls I	\$ 79
14	Surveyor I	\$ 73
15	Technician I	\$ 60

B. When survey field crew time is billed on a crew basis, the following rates apply:

2-person crew \$165 per hour

3-person crew \$225 per hour



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

Proposal/Contract No: 09014-0488

Date: June 4, 2014

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 the Effective Date of this Agreement, but may be modified thereafter by PS&S at six-month intervals. In no event shall the rates be modified 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

In order for PS&S to commence performance of its Services, the Client shall first provide a retainer payment of \$10,000 or ten percent (10%) of the proposed fee, whichever is higher. No Services shall be provided until the initial payment is received. Said payment shall be applied to the final invoice issued. 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: April 1, 2014



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 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: April 1, 2014