1. Conference Meeting Agenda

    Documents:

        CA 4.18.23.PDF

2. Public Meeting Agenda

    Documents:

        PM 4.18.23.PDF

3. Resolution(S)

    3.I. 145-23

        Documents:

            145-23 AUTHORIZING AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING ADMINISTRATIVE SERVICES WITH CGPH - 2023.PDF
            145-23 WEST ORANGE AA CONTRACT - 2023.PDF

    3.II. 146-23

        Documents:

            146-23 RESOLUTION AUTHORIZING STATE CONTRACT PURCHASE- LIVE SCAN FINGERPRINT.PDF
            146-23 EXHIBIT A.PDF

    3.III. 147-23 Removed

    3.IV. 148-23

        Documents:

            148-23 RESOLUTION AUTHORIZING AGREEMENT WITH PSS FOR HISTORIC ARCHITECTURAL SERVICES - 2023.PDF
            148-23 AGREEMENT WITH PSS FOR HISTORIC ARCHITECTURAL SERVICES - 2023.PDF
            148-23 EXHIBITS TO AGREEMENT WITH PSS FOR HISTORIC ARCHITECTURAL SERVICES - 2023.PDF
            148-23 EXHIBITS - HISTORIC ARCHITECTURAL SERVICES - 2023.PDF

    3.V. 149-23

        Documents:

            149-23 AWARD OF AN EMERGENCY CONTRACT WITH MATRIX TO PREPARE AND COMPLETE A REMEDIAL ACTION PERMIT TRANSFER TO THE DEP - 2023.PDF
            149-23 - ATTACHMENT - MATRIX RETENTION FOR CARROLL SITE.PDF

    3.VI. 150-23

Documents:

150-23 RESOLUTION USING STATE CONTRACT WITH PDS.PDF
150-23 EXHIBIT A.PDF

3.VII. 151-23

Documents:

151-23 RESOLUTION AUTHORIZING AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF TAX MAPS WITH CIVIL SOLUTIONS - 2023.PDF
151-23 AGREEMENT-CIVIL SOLUTIONS.PDF
151-23 EXHIBIT TO AGREEMENT-CIVIL SOLUTIONS FOR TAX MAPPING AND LAND SURVEYING SERVICES - 2023.PDF

3.VIII. 152-23

Documents:

152-23 RAFFLE LICENSES 4.18.23.PDF

3.IX. 153-23

Documents:

153-23 RESOLUTION AUTHORIZING LICENSE AGREEMENT MONTCLAIR YMCA FOR USE OF THE GINNY DUENKEL POOL - 2023 (003).PDF
153-23 YMCA CONTRACT 2023.PDF

3.X. 154-23

Documents:

154-23 RESOLUTION-PROJECT NO. 10 PS ASSESSMENTS.PDF
154-23 RFP FACILITIES ASSESSMENT_.PDF
154-23 FACILITIES ASSESSMENT PROPOSAL - BOSWELL.PDF
154-23 FACILITIES ASSESSMENT PROPOSAL PS AND S.PDF
154-23 FACILITIES ASSESSMENT PROPOSAL - PETRY ENGINEERING.PDF

3.XI. 155-23

Documents:

155-23 RESOLUTION-PROJECT NO. 4 ASSESSMENTS 650 PVW AND 551 VALLEY ROAD.PDF
155-23 RFP FACILITIES ASSESSMENT_.PDF
155-23 FACILITIES ASSESSMENT PROPOSAL - BOSWELL.PDF
155-23 FACILITIES ASSESSMENT PROPOSAL PS AND S_.PDF
155-23 FACILITIES ASSESSMENT PROPOSAL - PETRY ENGINEERING.PDF

3.XII. 156-23

Documents:

156-23 RESOLUTION-PROJECT NO. 1 ASSESSMENTS POLICE BUILDING 60 MAIN STREET.PDF
156-23 RFP FACILITIES ASSESSMENT.PDF
156-23 FACILITIES ASSESSMENT PROPOSAL PS AND S.PDF
156-23 FACILITIES ASSESSMENT PROPOSAL - PETRY ENGINEERING.PDF
156-23 FACILITIES ASSESSMENT PROPOSAL - BOSWELL.PDF

3.XIII. 157-23

Documents:

157-23 RESOLUTION-PROJECT NO. 2 ASSESSMENTS POLICE SUB STATIONS 92 WASHINGTON STREET AND 549 VALLEY ROAD.PDF
157-23 RFP FACILITIES ASSESSMENT.PDF
157-23 FACILITIES ASSESSMENT PROPOSAL - BOSWELL.PDF
157-23 FACILITIES ASSESSMENT PROPOSAL PS AND S.PDF
157-23 FACILITIES ASSESSMENT PROPOSAL - PETRY ENGINEERING.PDF

3.XIV. 158-23

Documents:

158-23 RESOLUTION-PROJECT NO. 3 ASSESSMENTS RECREATION FACILITY AND POOL HOUSE 60.5 CHERRY STREET.PDF
158-23 RFP FACILITIES ASSESSMENT.PDF
158-23 FACILITIES ASSESSMENT PROPOSAL PS AND S.PDF
158-23 FACILITIES ASSESSMENT PROPOSAL - PETRY ENGINEERING.PDF
158-23 FACILITIES ASSESSMENT PROPOSAL - BOSWELL.PDF

3.XV. 159-23

Documents:

159-23 RESOLUTION-ECNJ MINISH AND CLUB PARK(S).PDF
159-23 ATTACHMENT.PDF

3.XVI. 160-23

Documents:

160-23 RESOLUTION-ESCNJ- MINISH AND CLUB BLVD PARK SURFACING.PDF
160-23 ATTACHMENT.PDF

3.XVII. 161-23

Documents:

161-23 RESOLUTION ACCEPTING HDSRF GRANT FUNDS FROM THE DEP - 2023.PDF

3.XVIII. 162-23

Documents:

162-23 RESOLUTION-CME ASSOCIATES- DEGNAN PARK AND ROLLING GREEN CT. IMPROVEMENTS.PDF
162-23 PROPOSAL-CME.PDF

3.XIX. 163-23

Documents:

163-23 RESOLUTION FOR BUS REPAIR AND MAINTENANCE.PDF
163-23 EXHIBIT A.PDF

3.XX. 164-23

Documents:

164-23 PSEG SUSTAINABLE JERSEY ENERGY EFFICIENCY PROGRAM_FINAL.PDF

3.XXI. 165-23

Documents:

165-23 EXECUTIVE SESSION 4.18.23.PDF

3.XXII. 166-23

Documents:

166-23 RESOLUTION AUTHORIZING DOCUMENT MANAGEMENT WITH ESCNJ COOP (003).PDF
166-23 EXHIBIT A.PDF

3.XXIII. 167-23

Documents:

167-23 RESOLUTION AUTHORIZING AGREEMENT FOR REVALUATION SERVICES - 2023.PDF
167-23 AGREEMENT WITH PROFESSIONAL PROPERTY APPRAISALS INC. FOR REVALUATION SERVICES.PDF
167-23 EXHIBITS-REVALUATION SERVICES - 2023.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2740-23

Documents:

2740-23 ORDINANCE - EMERGENCY PARKING ON LINDSLEY AVENUE (002).PDF

5. Ordinance(S) On First Reading

5.I. 2741-23

Documents:

2741-23 ORDINANCE AMENDING CHAPTER 5 SECTIONN 25.9(C) MASSAGE BUSINESSES.PDF

5.II. 2742-23

Documents:

2742-23 PARKING FOR UNDERCLIFF TERRACE SOUTH NORTHERLY.PDF

Township of West Orange

CONFERENCE MEETING AGENDA

Council Chambers – 66 Main Street

Tuesday, April 18, 2023

Meeting No. 10

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

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6:30 P.M.

- **Mayor's Proclamation: W.O. High School Hockey Team**
- **Swearing In of the New Township of West Orange Tax Assessor – Jacob Nieman**
- **Whole Spectrum Autism Foundation**
- **W.O. Special Education Parent Advisory Council**
- **Presentation: Tick Awareness - Mayor's Wellness Campaign**
  Liann Gelber – Essex Regional Health Commission
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
April 18, 2023
Meeting No. 10

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Statement of Decorum
In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

1. **Public Comment**

2. ***Consent Agenda**

3. ***Approval of Minutes of Previous Meeting –** Public Meeting – April 4, 2023

4. ***Report of Township Officers – None**

6. ***Reading of Petitions and Communications and Bids - None**

7. ***Bills-None**

8. ***Resolutions**

a. **145-23** Resolution Authorizing a Contract Between The Township Of West Orange And CGP&H, LLC for Administrative Agent Services For Affordable Housing (Legal-Trenk)

b. **146-23** Resolution Authorizing the Upgrade of the Live Scan Fingerprint Machine for the West Orange Police Department by State Contract #T3083 (Reynolds)

c. **147-23** Resolution Authorizing the Execution of a Professional Agreement with Sarabraj S. Thapar, 642 Broad Street, Clifton, NJ 07013 to Serve as Public Advocate for the Township for 2023 at the Rates Specified in the Agreement (Legal-Trenk)

d. **148-23** Resolution Authorizing an Agreement with PS&S, 3 Mountainview Road, Warren, NJ 07059, to Provide Architectural Historian Services for a Total Contract Price of $15,000. (Legal-Moon)

e. **149-23** Resolution Authorizing Award of an Emergency Contract with Matrix to Prepare and Complete a Remedial Action Permit Transfer to the DEP – 2023 (Legal-Moon)

f. **150-23** Resolution To Authorize The Purchase Of Computer Hardware Through NJ State Contract Blanket 19-Tele-00656/M0483 (Reynolds)

g. **151-23** Resolution Authorizing Award of Professional Services Agreement for Preparation of Tax Maps with Civil Solutions, 215 Bellevue Avenue in Hammonton, New Jersey – 2023 (Reynolds)

h. **152-23** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

i. **153-23** Resolution Authorizing License Agreement Montclair YMCA for Use of the Ginny Duenkel Pool – 2023 (Legal-Moon)

j. **154-23** Resolution Authorizing a Professional Services Contract With Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey 07606 To Provide Professional Services For Assessing The Township's (8) Individual Pump Stations Including A Facility Assessment Report Summarizing Alternatives For The Proposed Improvements For A Fee Of $67,879.00 (Carballo)

k. **155-23** Resolution Authorizing A Professional Services Contract With Boswell Engineering, 330 Philips Avenue, South Hackensack, NJ 07606 To Provide Professional Services For Assessing The Katz Community Center, 650 Pleasant Valley Way And The West Orange Arts Center, 551 Valley Road Including A Facility Assessment Report Summarizing Alternatives For The Proposed Improvements For A Fee Of $18,262.00 (Carballo)

l. **156-23** Resolution Authorizing A Professional Services Contract With PS&S, 3 Mountainview Road, Warren, Nj 07059 To Provide Professional Services For Assessing The Police Building, 60 Main Street Including A Facility Assessment Report Summarizing Alternatives For The Proposed Improvements For A Fee Of $21,000.00 (Carballo)

m. **157-23** Resolution Authorizing A Professional Services Contract With Boswell Engineering, 330 Philips Avenue, South Hackensack, Nj 07606 To Provide Professional Services For Assessing The Police Sub Stations Located At 92 Washington Street And 549 Valley Road Including A Facility Assessment Report Summarizing Alternatives For The Proposed Improvements For A Fee Of $18,469.00 (Carballo)

n. **158-23** Resolution Authorizing A Professional Services Contract With PS&S, 3 Mountainview Road, Warren, Nj 07059 To Provide Professional Services For Assessing The Recreation Facility And Pool House, 60 ½ Cherry Street Including A Facility Assessment Report Summarizing Alternatives For The Proposed Improvements For A Fee Of $18,000.00 (Carballo)

o. **159-23** Resolution To Authorize The Purchase Of Playground Equipment And Installation Through The Education Services Commission Of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20-21/22 Co-Op No. 65MCESCCPS with the Following Company, Ben Shaffer Recreation, Inc., P.O. Box 844, Lake Hopatcong, NJ in the Amount of $286,153.50 (Reynolds)

p. **160-23** Resolution to Authorize the Purchase of Surfacing for Playground Equipment and Installation Through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20/21-02 Co-op # 65MCESCCPS with the Following Company, Ben Shaffer Recreation, Inc., P.O. Box 844, Lake Hopatcong, NJ in the Amount of $126,037.75 (Reynolds)

q. **161-23** Resolution Accepting A Grant From The Hazardous Discharge Site Remediation Fund Public Entity Program Through The New Jersey Economic Development Authority And The New Jersey Department Of Environmental Protection (Legal-Moon)

r. **162-23** Resolution Authorizing A Professional Services Contract With CME Associates, 1460 Route 9 South, Howell, Nj 07731 To Provide Construction Inspection Services For The Degnan Park & Rolling Green Court Improvements Project In The Amount Of $58,000.00 (Carballo)

s. **163-23** Resolution Authorizing the Re-Bid Repair and Maintenance of Buses for the West Orange Public Works Preventive Maintenance be Awarded to Select Auto & Truck Repair. Additionally, the Hourly Repairs Awarded in the Order of 1) Belair Services, 2) Select Auto and Truck Repair and 3) On-Site Services for the Term of 24- Months with the Option to Extend One (1) Additional Year. (Reynolds)

t. **164-23** Resolution Authorizing Participation In The 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program (Legal-Gengaro)

u. **165-23** Resolution Authorizing an Executive Session for the Purpose of Discussing a Personnel Matter

v. **166-23** Resolution To Authorize The Service Of Document Management For Records Retention & Disposal Through The Educational Services Commission Of NJ Cooperative with Foveonics Imaging Technologies d/b/a Foveonics and Document Solutions , Inc, 99 Greyrock Rd, Unit 103 Clinton, NJ 08809, who Provides Such Digitization Services, and is Under Contract with Co-op No. 65MCESCCPS for the amount of $771,115.35, with an additional $8,616.60 for the Yearly Software Cost, for a total $779,731.95 (Reynolds)

w. **167-23** Resolution Authorizing An Award Of Contract For The Revaluation Of All Commercial, Residential & Real Property Situated Within The Township Of West Orange as Required by Law

9. Ordinances on Second and Final Reading

a. **2740-23** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-13, Parking Prohibited At All Times on Certain Streets, and Adding Subsection 7-13.1 Emergency Parking On Lindsley Avenue of the Revised General Ordinances of the Township of West Orange (Carballo)

10. Ordinances on First Reading

a. **2741-23** An Ordinance Amending Chapter 5, Section 25.9(C) Of The Revised General Ordinances Of The Township Of West Orange (Massage Businesses) (Legal-Trenk)

b. **2742-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-7.3, Temporary Parking Prohibition For Snow Plowing And Removal, Subsection 7-12 Parking Prohibited For Street Cleaning And Maintenance, 7-13 No Parking Anytime, And 7-14.1c Night Parking Prohibited, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing - None

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Please click the link below to join the webinar:

https://us06web.zoom.us/j/88222315080?pwd=eDYrU1JqNVF4V0ZEWmx3cjdxUERiZz09

Webinar ID: 882 2231 5080

Passcode: 497900

Next Meeting Date(s): May 2, 2023

145-23
April 18, 2023

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") administers an affordable housing program for qualified based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township adopted and enacted a Housing Element and Fair Share Affordable Housing Plan which included the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm with the required licenses and certifications to function as the Township's Administrative Agent pursuant to N.J.A.C. 5:80- 26.14; and

WHEREAS, Community Grants, Planning & Housing LLC also known as CGP&H LLC ("CGPH") submitted a Proposal for Professional Services in response to a Request for Qualifications (the "RFQ") for an Agreement for Administrative Agent Services for Affordable Housing (the "Contract"); and

WHEREAS, the proposed Contract, annexed hereto as Exhibit **"A,"** sets forth the proposed rates from CGPH's Proposal for Professional Services listed in the section captioned Detailed Cost Proposal whereby the total paid by the Township will not exceed $15,250 except for additional advisory services which shall be billed at a rate of $130 per hour, but shall be subject to the written authorization from the Township prior to any such additional advisory services for a term of one year.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Contract with CGPH,

annexed hereto as Exhibit **"A"** for a term of one year to expire on December 31, 2023; and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Municipal Clerk	**Council President**

Adopted: April 18, 2023

I hereby certify funds available from 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND CGP&H, LLC FOR
ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING

THIS AGREEMENT, made this 21st day of March 2023 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

Community Grants, Planning & Housing LLC also known as CGP&H LLC, a limited liability company of the State of New Jersey having its principal offices at 1249 South River Road, Suite 301, Cranbury, New Jersey 08512, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township administers an affordable housing program for qualified households based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township currently has existing low- and moderate- income age-restricted and family units as well as existing group home bedrooms for which the Township already has Administrative Agents in place; and

WHEREAS, the Township is in the process of adopting and enacting a Housing Element and Fair Share Affordable Housing Plan which includes the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm with the required licenses and certifications to function as the Township's Administrative Agent pursuant to N.J.A.C. 5:80-26.14; and

WHEREAS, on October 27, 2023 the Township advertised a Request for Qualifications (the "RFQ") that included the award of an Agreement for Administrative Agent Services for Affordable Housing (the "Contract"); and

WHEREAS, on November 15, 2022, the Contractor submitted a Proposal for Professional Services in response to the RFQ; and

WHEREAS, Contractor included in its Proposal for Professional Services a Detailed Cost Proposal whereby the total paid by the Township will not exceed $15,250 except for additional advisory services which shall be billed at a rate of $130 per hour, but shall be subject to the written authorization from the Township prior to any such additional advisory services.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Contract shall be January 1, 2023. The contract term shall run for one (1) year from the commencement date of this Contract, until December 31, 2023.
2. Contractor agrees that the following legal authorities shall govern all aspect of the performance of the Contract, including: (i) the regulations promulgated by the New Jersey Council on Affordable Housing; (ii) the Uniform Housing Affordability Controls; and (iii) the terms of the Township's Settlement Agreements in the Township's affordable housing declaratory judgment action captioned, In the Matter

of the Township of West Orange, County of Essex, Docket No. ESX-L-4697-15 (the "Settlement Agreements").

3. Contractor shall provide the services set forth in the Contractor's Proposal dated November 15, 2022, ("Contractor's Proposal"), annexed hereto as Exhibit **"A,"** under the fee structure set forth in section of the Contractor's Proposal captioned "Detailed Cost Proposal" including the not to exceed amount set forth therein.

4. To the extent of any inconsistency between the Contractor's Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor's Proposal and the RFQ, the RFQ shall govern as to that inconsistency over the Contractor's Proposal.

5. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement that are in violation of the regulations promulgated by the New Jersey Council on Affordable Housing, the Uniform Housing Affordability Controls, the Settlement Agreements, the RFQ or this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contactor in a reasonable and timely manner.

6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other

such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to _____, CGP&H, LLC., 1249 South River Road, Suite 301, Cranbury, NJ 08512, with copy to _____ _____ or other such address as Contractor may designate in writing to the Township.

7. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

_____
KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

Stephanie Rubin
OFFICE OPERATIONS COORDINATOR
Stephanie Rubin

CGP&H, LLC

BY: _____
President
Randall Gottesman

146-23
April 18, 2023

RESOLUTION

To authorize the upgrade of the Live Scan fingerprint machine for the West Orange Police Department By State Contract #T3083

WHEREAS, the Township of West Orange Police Department has the need to upgrade the Live Scan Finger Print Machine; and

WHEREAS, upgrade of this equipment on a timely basis is essential to the Police Department; and

WHEREAS, the Township of West Orange as a Local Government Unit, may without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12; and

WHEREAS, the State Division of Purchase and Property has awarded a contract to: Indemia Identity & Security LLC, 14 Crosby Drive, Bedford, MA 01730 authorized distributor under the New Jersey Contract # T3083; and

WHEREAS, the Indemia Identity & Security LLC has quoted the State Contract pricing for this equipment to be $28,258.00 (see Exhibit "A").

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a purchase order to Indemia Identity & Security LLC with funds certified available by the Chief Finance Officer.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Tammy Williams
Council President

Adopted: April 18, 2023

I hereby certify funds are available from account:

03-2584-19-0300-210 $25,453.00
01-2010-00-2307-010 $2,805.00

_____

John O. Gross, Chief Financial Officer

EXHIBIT "A"

IDEMIA
5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

State of New Jersey Trusted Identification Partner for 34 Years

April 5, 2023

Sergeant Christopher Polizzano
Staff Services, TAC Officer | Firearms Unit
West Orange Police Department
60 Main Street
West Orange, NJ 07052
Office: (973) 325-4040
Email: cpolizzano@wopd.org

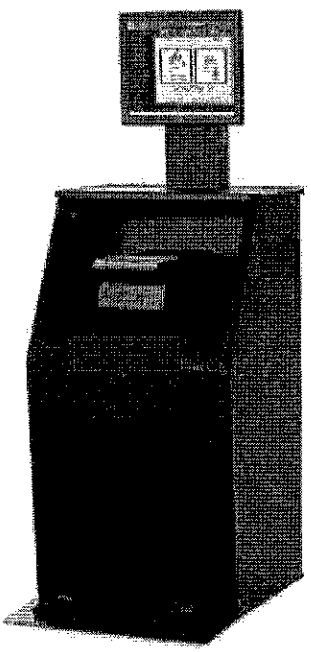
Reference No. IDNJ-L011723-07A

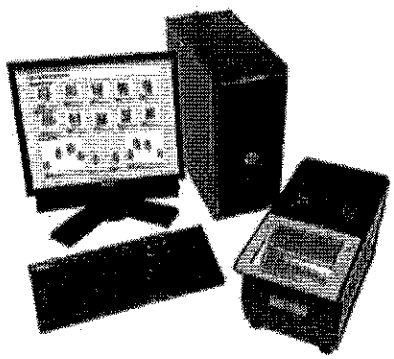
IDEMIA is pleased to provide West Orange Police Department with the following price quote for the IDEMIA LiveScan System. Since 1989, IDEMIA has been the State of New Jersey AFIS provider. In 2012, IDEMIA was awarded the State of New Jersey Live Scan Contract. **This Contract is renewed through January 30, 2024 - *Contract #T3083*.**

Please note the purchase price of all Live Scan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.

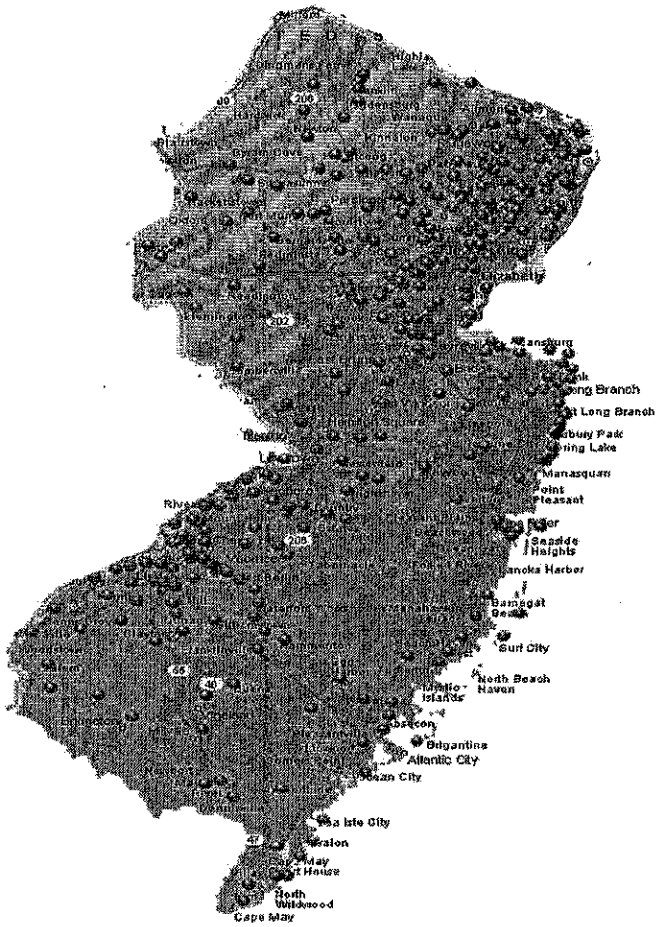
IDEMIA's fully integrated LiveScan solution provides West Orange Police Department the following features and benefits:

- Single-source vendor for all components of the Live Scan solution, including the AFIS interface
- Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- Digital image capture of upper, lower and writer's palms, slaps and rolls
- Fingerprinting and mugshot capture seamlessly integrated into the same interface
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- All Live Scan Systems include on-site installation and training
- Purchase price includes 3 years of next-day on-site support and parts replacement
- Eliminate all RFP associated costs by purchasing Live Scan system from the State of New Jersey State Contract





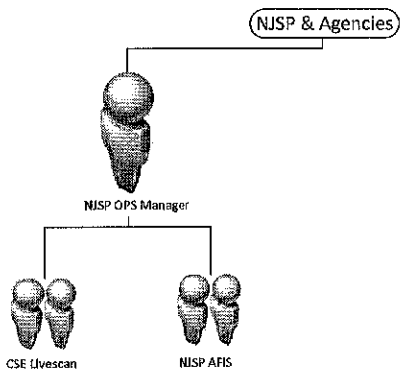
State of New Jersey Trusted Identification Partner for 34 Years



Since ***1989***, IDEMIA has been the sole provider of the AFIS System in place at the New Jersey State Police. IDEMIA is the only vendor who can deliver a Live Scan system that is 100% compatible with the NJSP system. In fact, IDEMIA Live Scan systems use the same AFIS quality checking algorithms to ensure West Orange Police Department can submit the highest-quality prints to NJSP and FBI IAFIS/NGI.

Figure 1 shows a map of the state of New Jersey with IDEMIA Live Scan installations.

650+ IDEMIA Live Scans installed in the State of New Jersey



IDEMIA's ***In-State Support Organization*** is **dedicated solely** to the support of New Jersey customers. Our Organization includes both a Live Scan Support Team and an AFIS Support Team managed by the IDEMIA Operations Manager who is also located in New Jersey.

IDEMIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Figure 2. IDEMIA's dedicated in-State New Jersey Support Team

Note: Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new Live Scan System.

Tenprint/Palm Capture with Integrated Mug Photo - Cabinet Ruggedized fixed-height Table 1

New Jersey Comm. Code		Qty	Description	Unit Price
Item #23 204-10-083974	*TPL5-OPT012-00* *TPL5-OPT012-Y2* *TPL5-OPT012-Y3*	1	**Live Scan System Cabinet (fixed-height) to include:** ♦ Live Scan System Software License** ♦ Tenprint/Palm 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Ruggedized fixed-height Cabinet ♦ Signature Capture Pad ♦ NJ specific transmission Software ♦ Integrated Mug Photo Capture (Digital camera, Software)	**$24,032.00**
Item #37 204-96-083970	*TPL0-DFCP00-01* *TPL0-DFCP00-Y2* *TPL0-DFCP00-Y3*	1	**Duplex Black & White Fingerprint Card Printer, Double-sided card printing**	**$1,421.00**
			Installation / On-site Training **Warranty**: 1 Year On-site ***Advantage*** Solution, 9X5 (Year 1) **Maintenance**: 2 additional Years - On-site ***Advantage*** Solution, 9X5 (Year 2-3) **Freight**	**Included**
			Product – Total	**$25,453.00**
Annual Maintenance – starting in Year 4				
Live Scan System	*TPL5-OPT012-0M*		**Maintenance: On-site *Advantage* Solution, 9X5**	**$2,630.00**
Printer	*TPL0-DFCP00-0M*		**Maintenance: On-site Advantage Solution, 9X5**	**$175.00**

Current shipment is approximately 60+ days after IDEMIA receipt of purchase order.

Live Scan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.

***Purchase includes **New** Live Scan Software; timeframe on deployment of **New** Live Scan Software is based on a future "when released" date.*

Customer Responsibilities

West Orange Police Department is responsible for the following:

IDEMIA's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from NJSP).
- Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS. This includes establishing a network connection and user agreement with NJSP.
- Installation, testing and troubleshooting any network communication connections, lines and/ or West Orange Police Department network devices.
- Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- Printer supplies such as ink and toner cartridges (consumables) are West Orange Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- Should West Orange Police Department desire or require the ability to interface the proposed IDEMIA LiveScan with an RMS, IDEMIA will provide West Orange Police Department an Interface Control Document (ICD) in which the West Orange Police Department RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, IDEMIA can analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the West Orange Police Department RMS.

- An inter-agency agreement between West Orange Police Department and NJSP will be in place.
- West Orange Police Department will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- ***Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new Live Scan System. Please refer to Pricing Table X above for supported Printer pricing.***
- LiveScan System shipment and On-site Installation Services will be scheduled *after network connectivity* to NJSP has been established and verified *and* IDEMIA's Program team has received the completed pre-install documentation from West Orange Police Department.

Installation is contingent upon West Orange Police Department establishing a network connection and user agreement with the New Jersey State Police (NJSP). West Orange Police Department shall be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. Permission from the NJSP is required for access to their AFIS network.

The MugPhoto system interfaces directly with the Live Scan Booking System. Front and side profile mug shots are captured through the Live Scan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through SBI # from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the West Orange Police Department CJIS terminal. An interface can be set up to store the mug shots locally, but the majority of the work in setting up this type interface will need to be completed by West Orange Police Department IT staff. IDEMIA can transmit the ANSI/NIST records to a local West Orange Police Department-specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of West Orange Police Department.

Terms

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for West Orange Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. IDEMIA assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice.

Product purchase shall be governed by ***New Jersey State Contract #T3083***. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order *and* IDEMIA receipt of completed pre-install documentation. IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

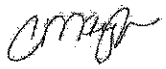
Purchase orders should include the reference ***New Jersey State Contract #T3083*** and should be sent to IDEMIA by electronic mail or US postal mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@us.idemia.com | Tel: (951) 833-2311

Pricing valid through: June 15, 2023

We look forward to working with you.

Sincerely,



Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support – New Jersey

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 3 years from the date of installation.

Support Features	Warranty Period	Post Warranty
Software Support 24x7	**Included in Warranty**	**Available for purchase**
Unlimited Telephone Technical Support	√	√
1 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5 (8 am-5 pm M-F) Customer Local Time	**Included in Warranty**	**Available for purchase**
On-Site Response	4-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√

By signing this signature block below, West Orange Police Department agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these product and services:

Please ensure Purchase Order references 'New Jersey State Contract # T3083'

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): $_____

PLEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

_____

_____

_____

Billing Contact name

Telephone number ( )

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

Technical Contact name

Telephone number ( )

Email

148-23
April 18, 2023

RESOLUTION

WHEREAS, on January 18, 2022, the Township Council for the Township of West Orange (the "Township") adopted Resolution 13-22 which authorized the Township to apply for and accept a Historic Preservation Fund Certified Local Government Grant-In-Aid FFY 2022 (the "Grant"); and

WHEREAS, on May 6, 2022, the Township was notified by the Department of Environmental Protection that it was awarded the Grant in the amount of $15,000, see Exhibit **"A"** annexed hereto; and

WHEREAS, the award of the Grant requires the Township to retain an Architectural Historian to produce an intensive – level architectural survey of at least sixty-five (65) historic resources within the Township which are to be documented individually and evaluated to determine if those properties are part of the Township's historic district (the "Architectural Historian Services"); and

WHEREAS, to address this requirement for the Grant, the Township prepared and advertised a Request for Proposal (an "RFP") for a Contract to perform the Architectural Historian Services; and

WHEREAS, the initial proposals submitted in response to the RFP on or about December 7, 2023, exceeded the amount of the Grant awarded the Township readvertised the RFP on or about January 20, 2023; and

WHEREAS, on February 23, 2023, the Township only received one response to the RFP from Paulus, Sokolowski, and Sartor, LLC ("PS&S") with offices at 3 Mountainview Road, Warren, New Jersey 07059;

WHEREAS, PS&S proposal set forth a proposed contract price of $13,500; and

WHEREAS, the proposed Agreement, annexed hereto as Exhibit **"B,"** sets forth the proposed contract price from PS&S listed in its proposal for $13,500 except the Agreement allows for additional miscellaneous work up to $1,500 upon mutual agreement by the Township and PS&S for a total contract price of $15,000 in conformance with the requirements of the Grant award.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Agreement with PS&S, annexed hereto as Exhibit **"B"** to provide Architectural Historian Services and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Tammy Williams,
Council President

Adopted: March 21, 2023

I hereby certify funds are available from: 01-2010-00-7101-200
Account No.

_____

John O. Gross, Chief Financial Officer

AGREEMENT FOR HISTORIC ARCHITECTURAL SERVICES

THIS AGREEMENT, dated as of the 18th day of **April, 2023** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the "Township"), having its principal offices at 66 Main Street, West Orange, New Jersey; and **PAULUS, SOKOLOWSKI, AND SARTOR, LLC,** (hereinafter referred to as the "Contractor"), having its principal offices at 3 Mountainview Road, Warren, New Jersey 07059.

WHEREAS, on May 6, 2022, the Township was awarded a **$15,000** grant from the New Jersey Department of Environmental Protection (the "DEP") for the preparation of an Architectural Survey of selected properties within the Watchung Heights, Eagle Rock and Hutton Park neighborhoods within the Township; and

WHEREAS, on or about January 20, 2023, the Township issued an Request for Proposal (the "RFP") seeking proposals for a Contract to produce an intensive – level architectural survey of at least sixty-five (65) historic resources within the Township which are to be documented individually and evaluated to determine if those properties are part of the Township's historic district (the "Architectural Historian Services"), a copy of the RFP is annexed hereto as Exhibit **"A;"** and

WHEREAS, on February 23, 2023, the Contractor submitted the only proposal in response to the RFP, annexed hereto as Exhibit **"B,"** seeking award of the Contract for Architectural Historian Services (the "Contract") for a total cost of $13,500.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Architectural Historian Services consistent with the scope of services as set forth in the RFP and the Contractor's Proposal submitted on February 23, 2023 (the "Proposal") for a price of **$13,500** as set forth in the Proposal with an additional **$1,500** which shall be available upon mutual agreement between the Township and Contractor for additional miscellaneous work to be performed by the Contractor. However, the total price under this Contract shall not exceed **$15,000**.

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

6. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

8. This agreement is effective as of Township's adoption of an authorizing resolution by the Township's governing body.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

PAULUS, SOKOLOWSKI AND SARTOR, LLC

_____ _____

Name: Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

_____ BY: _____

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

MAYOR SUSAN McCARTNEY

Exhibit “A”

TOWNSHIP OF WEST ORANGE

WEST ORANGE HISTROIC PRESERVATION COMMISSION

REQUEST FOR PROPOSAL

ARCHITECTURAL HISTORIAN

RFP Submission Date:

February 23, 2023

11:00 AM

Prevailing Time

Township of West Orange *66 Main Street* West Orange, NJ 07052

973-325-4056

ADVERTISEMENT

Request for Proposals

The Township of West Orange, Historic Preservation Commission, is seeking the services of an Architectural Historian qualified in accordance with the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61). The proposal package can be obtained in person at the Township of West Orange, 66 Main St., Purchasing Room111, West Orange, NJ 07052, during regular business hours **M-F 8:30 AM – 4:30 PM** or online at www.westorange.org. Any questions can be sent via email to preynolds@westorange.org. Proposals must be clearly marked with the title of project, name and address of party submitting to the above-mentioned address. Submission date and time is **February 23, 2023** at 11:00 AM and open at that time in the Council Chambers located at the above address. No proposals received after this date and time will be accepted. Six copies of your proposal will be necessary. Submitters are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.AC 17:27 and have a New Jersey Business Registration Certificate.

Panayiota Reynolds
Purchasing Agent
Township of West Orange

Scope of Work

The Township is requesting the services of an Architectural Historian qualified in accordance with the Secretary of the Interior's *Professional Qualifications Standards,* to produce an intensive – level architectural survey of a minimum of sixty-five (65) historic resources in the Township. Properties will be documented individually and evaluated to determine if they are part of a historic district.

PROJECT

AREAS TO BE SURVEYED

Members of the West Orange Historic Preservation Commission conducted a windshield survey of the Hutton Park neighborhood and have identified approximately sixty-five (65) properties that can be individually documented as part of this survey. A copy of this survey list will be provided with the final purchase order. At their discretion, applicants are free to expand the number of properties surveyed within Hutton Park as long as there is no additional cost to the Township.

The majority of the selected properties are residential property types characteristic of West Orange's century-long suburbanization from the founding of Llewellyn Park in 1853 to the immediate post-WWII boom that filled out the western sections of the Township. The buildings reflect specific patterns of community development, which often reflected the socio-economic class and aspirations of the builders and owners. Among the residential property types are properties associated with 19th-century farms and estates, architect-designed and vernacular interpretations of late-19th-century to early-20th-century revival style architecture, single-family dwellings, and post-WWII modernist houses.

Other property types characteristic of the diversity of West Orange are a mid-19th-century carriage house, along with many Tudor Revival and Colonial Revival homes, all of which are judged to have the potential, with further investigation, to be eligible as locally significant examples of their property types under Criterion C for architecture. Among the properties selected for survey are also those judged to have, again with further research and investigation, the potential for significant historic associations with local patterns of community planning and development, commerce, industry, religion, social history, and politics/government under Criterion A. Although at present none of the 65 properties are thought to have direct historic associations with individuals significant in local history under Criterion B, this must also be explored.

Information generated from this intensive-level Architectural Survey will enable the Township of West Orange's Planning Board, Zoning Board of Adjustment and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the West Orange Historic Preservation Commission in making reasonable, consistent, and justifiable decisions especially when considering future Local Historic Landmark designations.

The survey must be conducted in accordance with the New Jersey Historic Preservation Office's *Guidelines for Architectural Survey* (Guidelines). The survey data will be gathered using a database application provided by the HPO, and mapping will be based on the GIS data. The eligibility findings will summarize the overall survey effort.

The following product will be created as part of the survey effort:

1. **Intensive – level Survey Documentation**

A. Survey Forms

1. Preparation of HPO-approved forms for minimum of sixty-five (65) resources. All forms must be submitted via both electronic and hard copy (unbound and in color). The electronic copy must be submitted as a Microsoft Access database as provided by the HPO. The Hard copy inventory forms will be generated from the database.
2. The "Description" field of each property's survey form shall, at a minimum, include a date of construction, architectural description, list of character-defining features, and summary of the property's history and development.

   The description field shall have three paragraphs. The first paragraph shall include an architectural description of the building. This description shall identify whether the building has been elevated or otherwise altered for flood protection. The second paragraph shall include a brief narrative of the building. The third paragraph shall include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district and must include a persuasive and well-reasoned rationale for those recommendations.

3. Preparation of attachments and eligibility worksheets for those properties identified as potentially eligible.

4. Assessment of "key-contributing" (i.e., individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s).

B. Photography

1. **Survey** photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph will appear on the Base Survey Form for the subject property.

2. Additional photographs, which clearly contribute to an understanding of the property's significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.

3. Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4"by 6"at 300 dpi).

C. GIS Mapping

1. GIS mapping must be based on existing digital parcel maps, or an HPO-approved alternate, such as Global Positioning System (GPS) data.

2. Digital submissions must include separate ArcView shape files in the data structure provided by the HPO.

    a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic boundary must overlay the municipal boundary, the Historic District boundary must overlay the municipal boundary exactly.
    b. Property locations (points).

3. Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJ Department of Environmental Protection Mapping and Digital Data Standards (2071) available online at https://www.nj.gov/dep/gis/standards.html

4. All Digital data shall be submitted on CD-ROM and on a flash drive in the format referenced above.

5. The GIS data shall serve as the basis for creating the 2"x3" location map for each surveyed property. The location map shall be saved as a digital image in JPEG format that will be included on the hard copy survey forms.

II. Intensive-level Survey Report

The architectural historian shall prepare an intensive-level survey report in accordance with Section 3.5 of the Guidelines for Architectural Survey. The report will be comprised of at least 30 pages of typewritten text (12-point font in a single-spaced format), not including survey forms, maps, photographs, and illustrations. The final report must be submitted to the Township of West Orange in electronic and hard copy. The electronic copy must be submitted on CD-ROM and on a flash drive as a Microsoft Word document.

Deliverables

A minimum of two (2) drafts of the grant product shall be submitted to the Historic Preservation Office for review and comment prior to submission of the final product. The Historic Preservation Office's comments on the draft shall be addressed in the final draft.

The architectural historian shall produce two (2) color, unbound and unstapled hard copies of all survey products defined above. The HPO will receive one (1) complete hard copy set of the completed survey products and one (1) electronic copy on CD-ROM in accordance with a pre-determined schedule. The Township of West Orange will retain one (1) complete hard copy of the survey products for local use.

MEETINGS

The architectural historian and the municipal project coordinator shall schedule regular virtual status meetings with the HPO every 4-6 weeks.

FINAL SURVEY DUE SEPTEMBER 8, 2023. NO EXCEPTIONS

HISTORIC PRESERVATION PROFESSIONAL QUALIFICATIONS

The project shall be completed by an Architectural Historian who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History (36 CFR 61). In the following definitions, a

year of full-time, professional experience need to consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time adding up to the equivalent of a year of full-time experience.

1. **Architectural History.** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field, plus one of the following:

a. At least two years of full-time experience in research, writing, or teaming in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution.

b. Substantial contribution through research ad publication to the body of scholarly knowledge in the field of American architectural history.

P R O P O S A L

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Amount of: $ _____

COMPANY NAME _____

ADDRESS _____

_____

DATE _____

PHONE _____

EMAIL _____

BY_____

(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

****

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date: _____

(Signature)

_____

(Name and Title)

_____

(Company Name)

_____

(Address)

_____

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of_____ , 20____

Notary Seal

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, *et seq.,* and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

   Yes_____(If yes, submit a copy of such approval.) No

2. Do you have a State Certificate of Employee Information Report approval?

   Yes_____ {If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, *et seq.,* and agrees to furnish the requi[r]ed documentation pursuant to the law.

COMPANY: _____ NAME:

SIGNATURE: _____ TITLE: _____

NOTE: A **bid must be rejected as non-responsive if a Bidder fails to comply with requirements of** N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.[1]

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution

If you have **NOT** made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	___

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

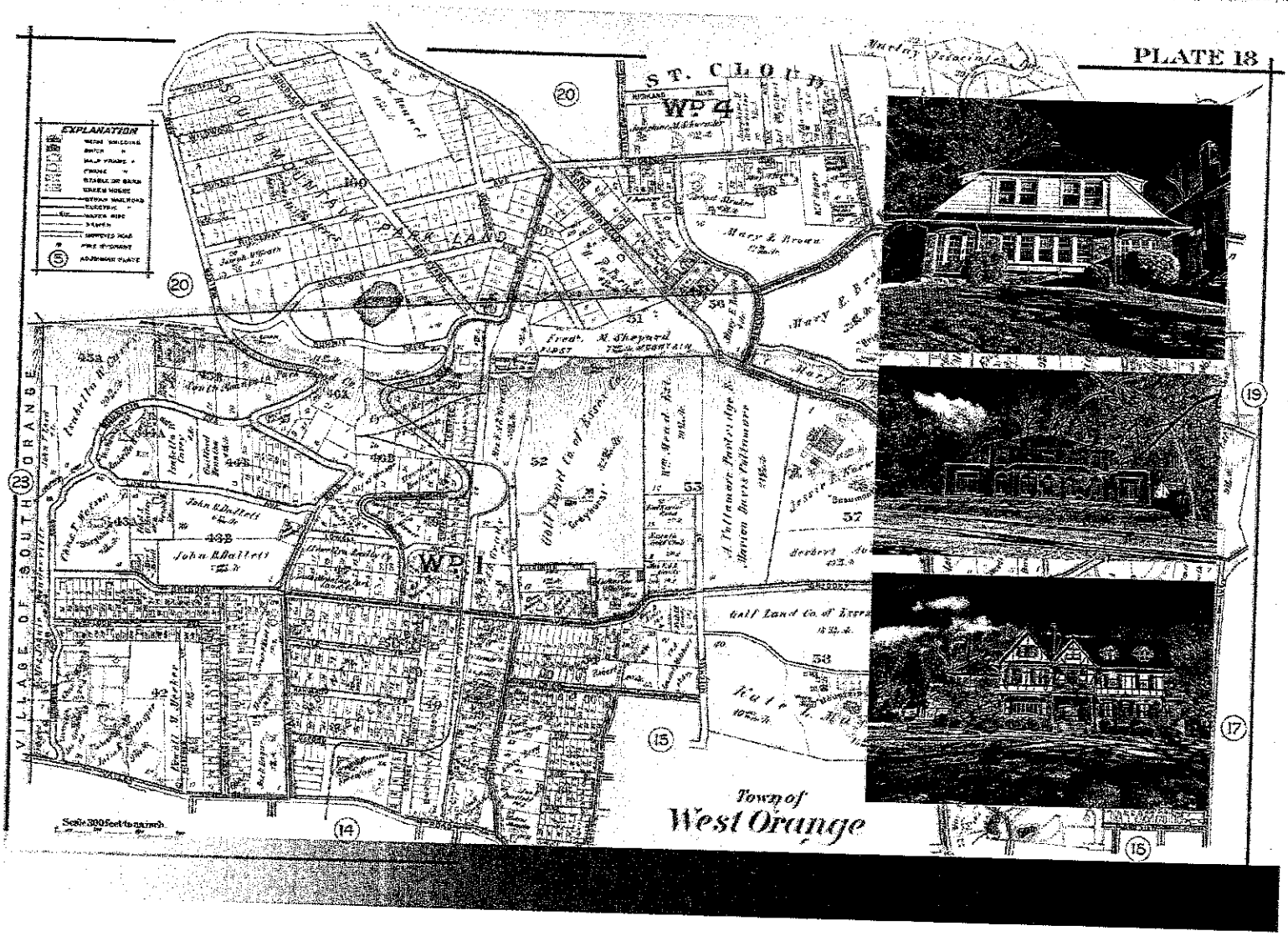
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

BIDDER'S CHECK LIST Mandatory Items

- Business Registration Certification _____
- Addendum/Addenda _____
- Statement of Ownership _____
- Political Contribution Disclosure Statement _____
- Affirmative Action Compliance Notice _____
- Prohibited Russia-Belarus Activities & Iran Investment Activities _____
- Non Collusion Affidavit _____
- Proposal Form _____

Exhibit “B”



Proposal for

Intensive Level Survey of Historic Resources

Township of West Orange

Essex County, New Jersey

February 23, 2023

Original

3 Mountainview Road
Warren, NJ 07059

www.psands.com

February 23, 2023
09022-1728b
Township of West Orange
66 Main Street
Purchasing Room 111
West Orange, NJ 07052

RE: Proposal for Intensive-Level Survey of Historic Resources: Hutton Park, West Orange, New Jersey

Dear Ms. Reynolds:

Paulus, Sokolowski and Sartor, LLC (PS&S) is pleased to present this proposal to perform a survey of historic architectural resources in the Hutton Park neighborhood for the Township of West Orange. PS&S understands that the Township of West Orange seeks a consultant to perform an intensive-level architectural survey of 65 or more properties in the Hutton Park neighborhood. The survey is to be performed in accordance with the historic architectural survey guidelines of the New Jersey State Historic Preservation Office (NJHPO) and will produce data that will contribute to NJHPO's database.

It is our understanding that the scope of work primarily comprises the following key components:

1. NJHPO-approved Intensive-level survey forms for properties;
2. Element attachments and eligibility worksheets for properties identified as potentially individually eligible;
3. Assessment of key-contributing, contributing, and non-contributing status for all properties surveyed as part of a historic district; and
4. An Intensive-Level Survey Report prepared according to the NJHPO guidelines.

PS&S thanks you for the opportunity and looks forward to working with the Township of West Orange on this architectural survey project. Please feel free to call me directly at 732.584.0635 if you require additional information or if I may be able to assist you in any other way.

Very truly yours,
PAULUS, SOKOLOWSKI AND SARTOR, LLC

Matthew S. Tomaso, M.A., RPA
Director, Cultural Resources

Education
Energy Utility
Healthcare
Public Works
Real Estate
Science & Technology

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

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- Meetings

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  - Relevant Experience Sheets

Price Proposal

- Proposal Form

Required Forms and Attachments

- New Jersey Business Registration Certification
- Public Works Contractor Registration Certification
- Affidavit of Non-Collusion
- Prohibited Russia-Belarus Activities & Iran Investment Activities
- Mandatory Equal Employment Opportunity Language
  - Certificate of Employee Information Report
- Required Evidence – Affirmative Action Regulations
- Acknowledgement of Receipt of Addenda
- Political Contribution Disclosure
- Statement of Ownership Disclosure
- Bidder's Check List

Proposed Approach

Proposed Approach

Intensive-Level Survey

The initial step in preparation for the field survey will be to review the properties to be surveyed with the Township of West Orange's Historic Preservation Commission (HPC). PS&S will review any relevant materials provided by the HPC and the Township of West Orange, including previous surveys. If the HPC has not already done so, PS&S will assist with obtaining database files from NJHPO.

Field survey will be conducted by Kyle Toth and experienced assistants. The survey will result in the preparation of HPO-required forms for each of the 65 properties on the HPC's survey list, in addition to any additional properties that PS&S is able to survey within the proposed scope and budget. The eligibility of each property for listing in the National Register of Historic Places will be evaluated in accordance with the National Park Service guidelines and applicable regulations (36 CFR 60.4). Properties will be categorized with respect to their contributory status within the district (i.e., key-contributing, contributing, non-contributing). For those properties identified as individually eligible (key-contributing to the district or independent of the district), attachments and eligibility worksheets will be prepared.

Field survey will be followed by a program of background research involving both archival and online resources focusing upon the identified properties. Site-specific research sources will include available historic maps, historic aerial photographs, and any materials provided by the HPC and NJHPO.

Survey forms will include location maps and site plans as specified in NJHPO's current guidance and requirements and will be organized and named in accordance with the NJHPO database protocols.

Each property will be documented with representative digital color photographs. These will include one 3.5-by-5-inch photo of the principal elevation or view of each property for inclusion as the Base Photo in the corresponding survey form. Any additional photos that contribute to the understanding of a property's significance will be included in continuation sheets.

Intensive-level Survey Report

Following completion of the field survey and survey forms, PS&S will produce an Intensive-Level Survey Report in accordance with Section 3.5 of the Guidelines for Architectural Survey, comprising a narrative analysis and historic overview in addition to the survey forms and illustrative materials. All draft deliverables, including the report and forms, will be provided in electronic format for review. PS&S will produce and submit two copies of the draft Intensive-Level Survey Report and forms. Only final deliverables will be provided in a printed format.

Drafts of the intensive-level survey report will be presented for a minimum of two rounds of review by HPC and NJHPO. PS&S will prepare the final deliverables upon review of combined HPC and NJHPO review comments. PS&S will prepare two color, unbound and unstapled hard copies of the final report: one hard copy will be submitted to NJHPO along with an electronic copy on CD-ROM, and one hard copy will be retained by the Township of West Orange.

Meetings

PS&S will attend virtual status meetings with NJHPO as directed by the municipal project coordinator.

Qualifications

Since its founding in 1962 as a small structural engineering firm, PS&S has grown to employ over 300 personnel, including degreed professionals, technical support staff, land surveyors and administrative personnel. The firm now includes Cultural Resources and Historic Preservation services; Structural, Civil, Water Resources, Environmental and MEP Engineering; Architecture/Interior Design; Energy Services; Environmental Science, Planning and GIS practices. Headquartered at 3 Mountainview Road in Warren, New Jersey, PS&S has regional New Jersey offices at 1909 Route 70 East, Suite 307 in Cherry Hill, 1125 Atlantic Avenue, Suite 531 in Atlantic City, and 1450 State Route 34 in Wall. Other offices are located in Woodbury, New York City and Yonkers, New York, Doylestown, Pennsylvania and Spring, Texas.

In 2010, PS&S expanded its interdisciplinary capabilities with the addition of a Cultural Resource practice, headed by Matthew S. Tomaso. Mr. Tomaso is an Essex County resident and has over 30 years of experience in cultural resource management and historic preservation, and has conducted and managed numerous surveys and studies encompassing a broad range of geographic, cultural, and regulatory settings. He exceeds the federal standards for Principal Investigator. He will serve as Project Manager for the historic resource survey.

PS&S's GIS department has an excellent track record in conducting large-scale, multi-disciplinary projects focusing on environmental and cultural resource regulatory compliance, electric/gas utility infrastructure improvements, environmental contamination and remedial investigations. PS&S's GIS specialists, under the leadership of Domenic Oppedisano, will ensure that spatial data used in this survey is accurately recorded and accessible in accordance with the NJDEP digital recording standards.

Architectural Historian Kyle Toth, M.S., will serve as Principal Investigator for the project. PS&S' Cultural Resources team regularly and routinely conducts work throughout New Jersey, and has extensive project experience in and familiarity with all of its counties, including Essex County. In addition to historic district surveys, Kyle's expertise includes the preparation and application of historic district design guidelines, HABS recordation, and public interpretation. Kyle will be assisted in his role by Dr. Emily Cooperman, who has worked on numerous intensive-level architectural surveys in New Jersey, including several in which Emily and Kyle have worked closely together. Both Kyle and Emily meet federal 36 CFR 61 qualification standards for Principal Investigator - Architectural History and have worked extensively with the NJHPO database and on CLG grant-funded New Jersey intensive-level survey projects. Kyle and Emily's work will be supported by experienced team members in tasks ranging from basic research and fieldwork to report editing and production as needed and appropriate.

Kyle worked closely with PS&S as a subcontractor prior to joining the firm in 2018 and has continued to work on historic district surveys, cultural landscape surveys and reports and development of historic district design guidelines projects since. His activities have included published work in architectural history and historic landscape architecture and consulting for a major electrical utility which warranted an historic Preservation Award from the City of Paterson. His PS&S projects include the continuation of the intensive-level survey of properties for the City of Cape May in 2021, for which he surveyed an additional group of properties. Kyle's survey experience also includes working closely with Emily on a CLG grant-funded survey of 110 properties in the Township of Cranbury's Historic District in 2018 and a 2021 photographic inventory of 1,120 properties in Lower Merion Township, PA. (project description follows resumes). Kyle has completed multiple large-scale, Section 106 federal compliance surveys in both New Jersey and New York. Kyle has both conducted and supervised the necessary architectural resources fieldwork, completed background and site-specific research through historic documents and maps, and prepared

Qualifications *continued*

cultural resource reporting and intensive-level survey forms for these surveys. Kyle's work has evaluated the historic significance and documented the history of a wide variety of building and landscape types throughout New Jersey.

References

Gianfranco Archimede
Director, Historic Preservation
City of Paterson
125 Ellison 4th Floor
Paterson, NJ 07505
Phone: 973.321.1220
garchimede@patersonnj.gov

Greg Prichard
Historic Preservation Planner
Lower Merion Township
75 E. Lancaster Ave.
Ardmore, PA 19003-2376
Phone: 610.645.6176
gprichard@lowermerion.org

Michael J. Gross
Co-Managing Shareholder &
Chair of the Environmental Law Department
Giordano, Halleran & Ciesla, P. C., Attorneys at Law
125 Half Mile Rd., Suite 300
Red Bank, NJ 07701-6777
Phone: 732.219.5486
mgross@ghclaw.com

Warren Coupland
Chair, Historic Preservation Commission
City of Cape May
643 Washington Street
Cape May, New Jersey 08204
Wec737@hotmail.com

Yvonne Elet
Springside Landscape Restoration
Associate Professor of Art, Vassar College
P.O. Box 4915
Poughkeepsie, NY 12602
yvelet@vassar.edu
845-437-7026

Schedule

Assuming that all required City and State review processes and final comments are completed and all resulting review comments have been returned to PS&S by August 20, 2023, PS&S will complete the final survey deliverables by September 8, 2023.

Project Team and Relevant Experience

Resumes of key personnel and relevant project descriptions follow.

Matthew S. Tomaso, RPA

Director
Cultural Resources

Mr. Tomaso came to PS&S in 2010 to add Cultural Resource Management to the firm's interdisciplinary capabilities. Mr. Tomaso has 34 years of diverse experience in both the regulatory/compliance and academic fields. He directs PS&S's cultural resource management practice and is well-versed in federal, regional, state and local regulatory requirements for archaeology, architectural history and preservation planning throughout the tri-state region. Having taught college courses for several different academic departments at Montclair State for over ten years, Mr. Tomaso' breadth of interdisciplinary capabilities greatly exceeds the federal professional qualification standards for archaeology and other cultural resource management fields. A gifted writer and presenter, Mr. Tomaso began co-authoring archaeological reports and publishing as an undergraduate in 1988. Mr. Tomaso's work has achieved a very high rate of concurrence with municipal, state and federal review authorities – saving PS&S clients from the costs and time commitments of lengthy cultural resource review processes.

Education

University of Southern Maine: B.A., *summa cum laude*, Anthropology and Geography

University of Texas, Austin: M.A., *summa cum laude,* Anthropology
Completed coursework toward Ph.D.

Credentials

Registered Professional Archaeologist

Principal Investigator as an Archaeologist & Historian

OSHA 40-Hour HAZWOPER Certified

Affiliations

Society for American Archaeology (SAA)

Advisor, SAA Awards Committee for Excellence in Cultural Resource Management

American Cultural Resource Association

Archaeological Society of New Jersey

Eastern States Archaeological Federation

Council for Northeast Historic Archaeology

Society for Historical Archaeology

Society for Industrial Archaeology

Sigma Xi National Science Honors Fraternity

Relevant Experience

City of Cranbury, Cranbury Historic District Survey 2018 – Cranbury, NJ: Project Manager for grant-funded survey of approximately 150 historic properties within the Cranbury Historic District. Managed budget and orchestrated client and agency communication, resources and project logistics.

City of Cape May, Cape May Historic District Survey 2018. – Cape May, NJ: Project Manager for grant-funded survey of approximately 130 historic properties within the Cape May National Historic Landmark Historic District. Managed budget and orchestrated client and agency communication, resources and project logistics.

South Jersey Electrical Utility Client – Transmission Circuit Rebuilds: Directed over 50 linear miles of archaeological and historic architectural field investigations through all of New Jersey's southern counties for this client. Services are ongoing and have included diligence studies, Phase I surveys, Phase II investigations, mitigative designs, protection plans, and the carrying out of mitigations for transmission line upgrades and substation expansion projects under Pinelands, NJDEP and USACOE jurisdictions. Several of the projects have involved locations of previously reported archaeological sites and existing National Register of Historic Places-listed properties. PS&S has helped this client avoid adverse effects on cultural resources, thereby substantially reducing the number of costly investigations and/or mitigations that may have been required. PS&S completed the last phases of compliance monitoring and reporting for this project in the Summer of 2019. Each of PS&S' reports have been quickly approved and concurred with by NJHPO and/or the New Jersey Pinelands Commission, helping the client to meet their own in-service deadlines.

Field of Dreams, Taylor-Messick Site and Millville Army Airfield Archaeological Investigation – Millville, NJ: Successfully negotiated a scope of work with SHPO for Phase IB/II archaeological investigations involving a potentially significant archaeological site and several features of the National Register Eligible Millville Army Airfield. Implemented the scope, delineated and evaluated the site, providing the developer information necessary for its avoidance. The resulting report received unconditional approval from SHPO and the FAA.

Matthew S. Tomaso, RPA
continued

Flemington Town Center Redevelopment – Flemington, NJ: Project Manager and Principal Investigator for multidisciplinary studies in support of a Borough of Flemington New Jersey Register Application for Project Authorization. The redevelopment project will take place in the heart of Flemington's historic district, revitalizing the borough's historic downtown. PS&S performed urban archaeological investigations identifying a National Register eligible historic site which illuminated unwritten aspects of the borough's 19th and early 20th century industrial and social history; review of architectural designs with respect to historic district compatibility and assisted the redeveloper and the Borough in negotiations with multiple entities. PS&S' final report was hailed by NJHPO as an important contribution to an understanding of the borough's unique history.

Millville Municipal Airport, Area E Obstruction Clearance, Phase IB and II – Millville, Cumberland County, NJ: The FAA required removal of visual obstructions (primarily trees) across all 26 acres of Area E, an historic aircraft repair area and taxiway and a component of the National Register-eligible Millville Army Airfield Historic District. After performing geophysical, remote sensing and archaeological surveys and evaluating the historic landscape in depth, we concluded that the effect of the obstruction removal would be beneficial to the preservation and public appreciation of the historic district, not adverse. SHPO and FAA concurred, and the project has been approved.

West Deptford Energy Station, Cultural Resource Investigations – West Deptford, Gloucester County, NJ: This complex, multi-year investigation of several significant and potentially significant prehistoric and historic archaeological sites involved a broad spectrum of cultural resource management processes and reports, including every conventional phase of archaeological and historic architectural investigation and supported an award-winning infrastructure improvement project. The final phase involved monitoring and investigation of two National Register eligible archaeological sites during construction. Each of PS&S' several work products that have resulted from these efforts has received timely approval from SHPO, and our work successfully prevented delays in the construction schedule.

Passaic Valley Sewerage Commission (PVSC), FEMA Hazard Mitigations: In response to Superstorm Sandy, PVSC, PS&S and FEMA worked toward the design of a floodwall, standby power system, and stormwater management system to mitigate against potential future flood damage to the PVSC's Newark plant, the fifth highest capacity sanitary treatment works in the United States. FEMA's involvement necessitated compliance with Section 106 of the National Historic Preservation Act. Partly surrounded by historic railroad districts, the original historic elements of the PVSC's Newark facility are, in themselves, elements of an historic property important to the history of sanitary engineering and the broad architectural movement known as City Beautiful. PS&S' cultural resource management team assisted designers in the adjustment of the hazard mitigation's design to minimize impacts on the historic district and recharacterized the district to assist in its future management. PS&S's comprehensive report completed in support of a FEMA Environmental Assessment were approved by both NJHPO and FEMA upon its first round of formal regulatory review. NJHPO complemented the organization, thoughtfulness and comprehensiveness of the report in their review letter.

Kyle Toth, MS

Architectural Historian II
Cultural Resources

Mr. Toth is a Principal Investigator for Architectural History in PS&S's Cultural Resources Department. Mr. Toth has seven years of experience documenting and evaluating historic resources throughout New Jersey, New York, and the Philadelphia area. With an extensive knowledge of architectural and landscape architectural history, a strong foundation of environmental concepts and issues, and a thorough understanding of historic preservation principles and procedures, Mr. Toth's broad range of expertise includes regulatory surveys, cultural landscape reports, resource recordation, and historic resource impact studies. Mr. Toth has authored and designed webpages, signs, and documents for multiple public interpretation projects. Mr. Toth has also conducted numerous intensive-level surveys of large historic districts and is experienced in the creation, interpretation and application of historic district design guidelines.

Education

University of Pennsylvania: M.S., Historic Preservation; Certificate, Landscape Studies/May 2018

Vassar College: B.A., Art History, Italian Correlate/ May 2013

Credentials

36 CFR 61 Federally Qualified Principal Investigator for Architectural History

Relevant Experience

Paterson Restoration Corporation. Great Falls Historic District Design Guidelines – Paterson, NJ: Principal Investigator for revised and updated design guidelines for industrial historic district, responsible for guideline recommendations, graphic design, photography, and illustrations.

Cape May, National Historic Landmark District Historic Resource Survey 2021 – Cape May, Cape May County, NJ: Principal Investigator for grant-funded Intensive-Level Survey of approximately 180 historic properties within the Cape May National Historic Landmark Historic District; responsibilities included field survey and photography, property research, NJHPO database entry, and survey form narratives.

Cape May, National Historic Landmark District Historic Resource Survey 2018 – Cape May, NJ: Architectural historian for grant-funded Intensive-Level Survey of approximately 130 historic properties within the Cape May National Historic Landmark Historic District; responsibilities included field survey, property research, NJHPO database entry, and survey form narratives.

Cape May, National Historic Landmark District Historic Resource Survey 2015 – Cape May, NJ*: Architectural Historian for Intensive-Level Survey of approximately 200 properties in National Historic Landmark district; responsibilities included field survey, property research, NJHPO database entry, and survey form narratives.

Cranbury, National Historic District Historic Resource Survey – Cranbury, NJ: Architectural Historian on resurvey, re-evaluation, and completion of new narratives for 110 properties, many with multiple buildings, within an existing district created in 1980. Approved by the municipality and the New Jersey Historic Preservation Office.

Chestnut Hill, National Historic District Update – Philadelphia, PA*: Architectural Historian for resurvey and re-evaluation for existing 3,000-building historic district created in 1985.

Lower Merion Township, Historic Resource Inventory – Lower Merion, Montgomery County, PA: Principal investigator for a photographic inventory of 1,120 historically designated properties, including secondary buildings and landscape features, resulting in over 1,5000 final photos. Provided recommendations as to the contributory status of each property feature.

Kyle Toth, MS
continued

Essex County Park System, New Jersey Register of Historic Places Act Application for the Essex County Parks Commission Administration Building – Newark, Essex County, NJ: Principal Investigator in architectural history for report accompanying NJ Register Application, including existing condition documentation prior to renovation. Collaborated with design team and historic materials conservators throughout design process regarding historic, character-defining features.

Confidential Development Client – West Orange, Essex County, NJ: Architectural historian for Phase 1 cultural resource investigation.

Woodbridge Township, Interpretation and Heritage Tourism Plan – Woodbridge, NJ*: Historian for interpretation and heritage tourism plan, for Central New Jersey township founded in the late 17th century, encompassing major themes of colonial through twentieth-century history in the U.S.

Hudson County Improvement Authority, Lincoln Park Casino Photographic Recordation – Jersey City, Hudson County, NJ: Architectural Historian for photographic documentation of the historic Lincoln Park Casino in the Park building in compliance with local demolition permit conditions prior to construction of new facilities.

Borough of Flemington/Flemington Urban Renewal, LLC – Flemington, Hunterdon County, NJ: Architectural historian, field and lab technician for Phase IB field archaeology, conducted property history research through maps and deeds, authored report on historic properties and authored and designed interpretive signage explaining historic properties. Completed Intensive-level survey and HABS recordation of historic properties affected by the project.

*Work performed prior to joining PS&S



Emily T. Cooperman, MS, PhD
Senior Architectural Historian
Cultural Resources

Dr. Cooperman has over three decades of professional experience in historic preservation and cultural resource regulation compliance. She is a nationally recognized expert in evaluating the historical significance of buildings, structures, and landscapes, in the assessment of project effects upon such cultural resources, in planning for historic preservation, in historical designations, and cultural resource regulation compliance in federal, state, and local jurisdictions. Her experience includes expert testimony. Her clients have included utilities, municipalities, individual property owners, attorneys, colleges, universities and secondary schools, architects and landscape architects, engineers, planners, developers, regulatory agencies, preservation advocacy organizations, and museums.

Education

University of Pennsylvania; M.S., Historic Preservation; Ph.D., History of Art

Amherst College; B.A., French and English

Credentials

36 CFR 61 Federally Qualified Principal Investigator for Architectural History

Affiliations

Philadelphia Historical Commission, Commissioner and Historian Chair, Chair of Committee on Historic Designation

Chestnut Hill Historical Society, Philadelphia, Member, Board of Directors

Relevant Experience

Cape May, National Historic Landmark District Historic Resource Surveys – Cape May, NJ*: Multiple historic resource surveys:

- Project Historian for 2015 Intensive-Level Survey of approximately 200 properties in National Historic Landmark district; following previous surveys in 2013 (200 properties) and 2011 properties (400 properties). Projects included recommendations for changes to preservation ordinance and practices, compliance with Secretary of Interior's Standards for the Treatment of Historic Properties, and extensive Historic Context Statement.* (with Preservation Design Partners)
- Principal Investigator for Intensive-Level Survey of approximately 130 properties in National Historic Landmark District (2017-2018, PS&S)

Cranbury National Historic District – Cranbury Township, NJ. Principal investigator for Intensive Level Survey of 110 historic properties for township; research and documentation of properties, coordination with State Historic Preservation Office; author of survey report approved by township and state reviewers.

Lower Merion Township, Historic Resource Survey – Lower Merion, PA*: Principal Investigator for survey for municipality, including site investigation, research, correction of existing data for 45 properties and intensive-level survey and evaluation of National Register of Historic Places eligibility of 36 properties in the Township ranging in age from 17th century log houses to 20th century modern works by important architects including Louis I. Kahn.

Confidential Utility Client, Northern Line Upgrade Program – Salem, Gloucester, Cumberland, and Atlantic Counties, NJ: Principal Investigator for Architectural History, Phase IB and Phase II Cultural Resource Investigations for upgrade of 45-mile electric utility corridor Area of Potential Effect, including intensive-level survey of 175 properties and evaluation of National Register Eligibility.

African-American Churches of Philadelphia, Inventory, Preservation Planning, Congregation Training, and Historic Designations – Philadelphia, PA*: for Preservation Alliance for Greater Philadelphia:

- Created a comprehensive inventory of church buildings and sites associated with historic African-American congregations in the City of Philadelphia, with recommendations for historical designation priorities;

- Conducted Historical Research and Designation Training for congregations with Partners for Sacred Spaces and the Preservation Alliance;
- Prepared successful National Register Nomination for Tindley Temple United Methodist Church Historic Designation and federal Multiple Property Documentation Form for all African American Churches of Philadelphia to facilitate future designations.

Confidential Utility Client, Multiple Substation and Transmission Projects – New Jersey: Since 2011, PS&S' Cultural Resources Department has assisted this large utility client with several municipal historic preservation commission and state agency permitting processes involving over 50 miles of transmission corridor and various distribution projects involving properties ranging from Washington's final revolutionary war headquarters to the D&R Canal and the location where Paterson's Great Fire of 1902 originated. In each case, PS&S' cultural resource management expertise has helped to clarify and resolve issues, fostering understanding and facilitating and expediting governmental review processes.

Historic Preservation Plan for Philadelphia, Key Consultant Team to the Preservation Alliance for Greater Philadelphia*: Served as principal historian for project team working to formulate methodologies for city-wide survey and planning priorities. Coordinated a team of author historians and authored historic context studies for building types and periods, and for large sections of the city.

Confidential Utility Client, Cape May Substation Upgrades – Cape May City, NJ: Principal Investigator for Architectural History, Phase IB and Phase II Cultural Resource Investigations. Conducted survey in National Historic Landmark Historic district, assessed effect on historic properties, and assisted utility client in negotiating with local historic preservation commission to meet local design standards in the historic district for new facility.

Confidential Utility Client, Lincoln to Union 138kv Line Project – Vineland City and Maurice River Township, Cumberland County, NJ: Principal Investigator for Architectural History, Phase IB and Phase II Cultural Resource Investigations.

Confidential Utility Client – Paterson, NJ: Principal Investigator for Architectural History for Cultural Resource Diligence Study and Recordation Report for local approvals for substation upgrades. Documentation of the history of local area, analysis of designation status of existing and surrounding buildings, analysis of local design guidelines for successful municipal approval. Project included analysis of cultural resource implications of the removal of an early 20th-century trolley barn and of implications of multiple local and federal historic districts adjacent to or on the substation property. In order to obtain local Historic Preservation Commission approval, completed detailed history of the site and historic contexts, including horsecar lines in Paterson, link between electrification and transportation, the role of this site in the Great Fire of Paterson, and of this area of Paterson and the Great Falls Historic District.

Jacobus Vanderveer, House Interpretation Plan – Bedminster, NJ*: Interpretation plan for late 17th-century historic house and farm located in Somerset County. Conducted historical research, analysis of previous studies, development of themes for interpretation, tour script, interpretive handouts, introductory video for interpretation, and roombooks for collection.

*Work performed prior to joining PS&S

Cape May Historic Resource Survey

National Historic Landmark

Location

Cape May, New Jersey

Client

City of Cape May

Client Type

Public

Size

1,350 Buildings









The Opportunity

Cape May, New Jersey, the only city to be wholly designated as a National Historic Landmark, possesses one of the country's largest concentrations of 19th-century, frame buildings. However, the 1976 landmark designation, which encompassed the entire city, did not include a survey of individual properties, leaving the majority of the historic resources undocumented.

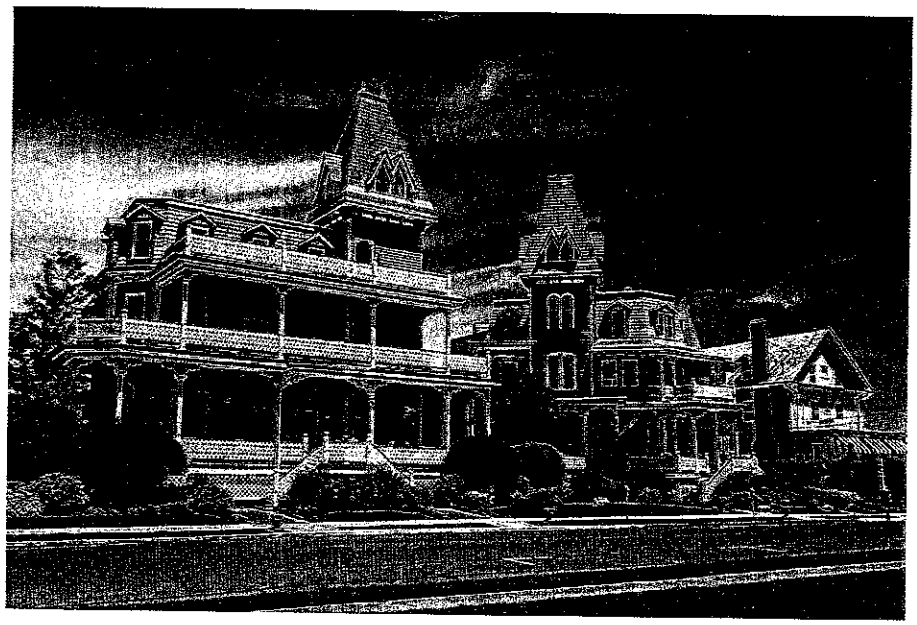
The Challenge

The City of Cape May, working in conjunction with the New Jersey Historic Preservation Office, required an intensive-level survey that would accurately document the condition, history, and eligibility status of approximately 1,350 residential and commercial buildings. The labor efforts were divided into several projects over several years, and the tasks involved documenting every building within city limits.

The PS&S Solution

PS&S architectural historians before joining PS&S worked on several phases of the project studying approximately 1,000 buildings. The project included an intensive-level survey of historic properties, evaluating eligibility status as defined in the Standards of the Secretary of the Interior and the Design Standards established by the City of Cape May Historic Preservation Commission.

The survey of roughly 150 buildings required photographic and written documentation of all key-contributing, contributing, and non-contributing resources within the district, as well as notation of any changes made since the properties' initial development. The resulting Intensive-Level Survey Forms accurately document the condition and status of every building included in the National Historic Landmark designation, providing a crucial baseline of information for the municipality.



Cranbury Township

Intensive-level Historic Architecture Survey

Location

Cranbury, New Jersey

Client

Cranbury Township

Client Type

Public Works

Size

110 Properties

The Opportunity

The Township of Cranbury's historic district began as a resting place for travelers in the early 18th century, evolving into a crossroads community in the 19th century. The historic district represents the community's history and was listed on the National Register of Historic Places in 1980. It includes 218 historic properties. In 2018, the township required a historic architectural survey to document and evaluate 110 of these properties.

The Challenges

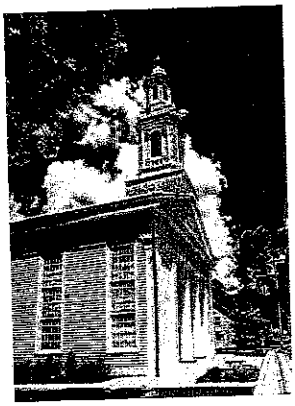
The survey, the second of two phases, required intensive documentation of 110 commercial, residential, and public properties in accordance with NJ Historic Preservation Office guidelines. These requirements include documentation, mapping, and condition assessments for each resource and entering the information into the state's historic resource database.

The PS&S Solution

PS&S conducted a field survey before performing site-specific research on each property. The data compiled for each property document the buildings' architectural elements, condition, and contribution to the historic district with written descriptions, photographs, and maps. The final report provides the results of the survey and contextualizes the development of the district and the significance of its resources. It highlights key-contributing properties that exemplify the district's architectural history and nationally important built heritage.









Lower Merion Township

Historic Architecture Photographic Inventory

Location

Lower Merion Township, Pennsylvania

Client

Township of Lower Merion

Client Type

Public Sector

Size

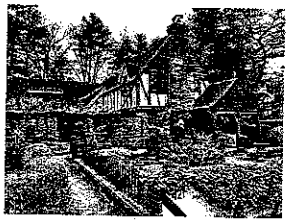
1,120 Properties











www.psands.com

The Opportunity

Lower Merion Township Building and Planning Department received a Certified Local Government Grant for photorecordation of the Township's locally designated historic districts and properties. The grant would enable the Township to create a photographic record of the township's historic resources and to inventory and evaluate the individual features of each property.

The Challenge

Lower Merion Township includes 1,120 historically designated properties, most of which contain multiple buildings, secondary structures, and landscape features like gardens and retaining walls. Among the properties were multiple academic, institutional and religious campuses and six residential and commercial historic districts. PS&S was asked to document all of these properties and their ancillary features in a brief window of time, before the Spring leaf-out of deciduous trees would block the view of many buildings and resources.

The PS&S Solution

Within the available timeframe, PS&S thoroughly documented all of the historic districts and properties within the Township, resulting in over 1,500 final photos. In addition, our report evaluated each of the ancillary features of the individual properties and provided recommendations as to which features contributed to the historical significance of each property. The efficiently conducted survey fulfilled the Township's goals within the budget allotted by the CLG Grant, providing a detailed record of the distinctive historic districts and properties as well as a tool for future planning and management within the districts.



Essex County Administrative Building

Renovation and New Jersey Register Application

Location

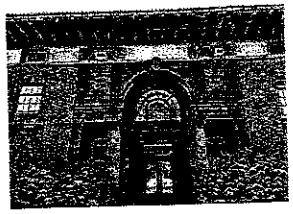
Newark, NJ

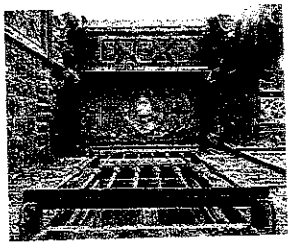
Client

Essex County - Department of Public Works

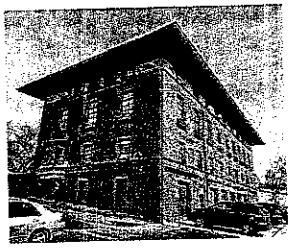
Client Type

Public









www.psands.com

Opportunity

To accommodate the Essex County Department of Parks, Recreation, and Cultural Affairs, the Essex County Department of Public Works sought a firm to design renovations to the circa 1916 Essex County Parks Administration Building. Located across the street from Branch Brook Park, the renovated Essex County Parks Administration Building will provide the county parks department with much-needed updated space while preserving an important historic resource for the city.

Challenge

Occupied by the county parks department and law enforcement since its construction, the interior and exterior of the Essex County Parks Administration Building has sustained a century's worth of weathering and wear. Renovations to the existing building need to include repair and replacement while maintaining the building's historic character. Important to the county parks department's history, the Renaissance Revival-style building is individually listed in the National and State Registers of Historic Places, necessitating the completion of a New Jersey Register of Historic Places Act Application.

Solution

Working closely throughout the process, PS&S architects, engineers, and cultural resource specialists created a design that will accommodate the county's needs while maintaining the character-defining elements of the historic city building. In addition to the multi-disciplinary, multi-phase design of the renovations, PS&S's planners, archaeologists and architectural historians are currently helping to guide the project through the New Jersey Historic Preservation Office's (NJHPO) review process.



Price Proposal



PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Amount of: $ $13,500.00 (thirteen thousand, five hundred dollars).

COMPANY NAME Paulus, Sokolowski and Sartor, LLC

ADDRESS 3 Mountainview Road, Warren, NJ 07059

DATE January 16, 2023

PHONE 732-560-9700

EMAIL mtomaso@psands.com

BY _____

(Signature and Title of Officer of Company authorized to execute a contract)

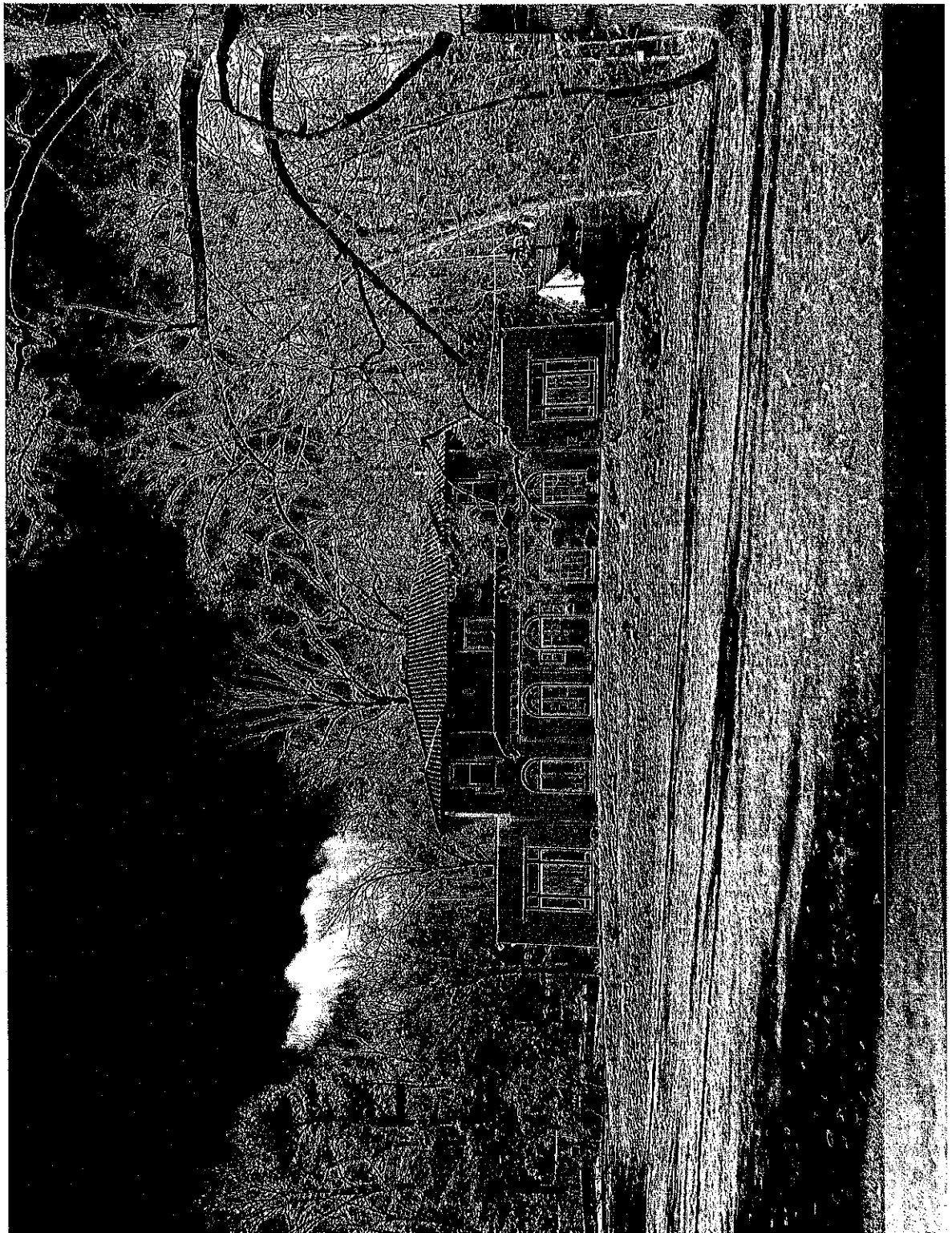
Matthew Tomaso, M.A., R.P.A., Director of Cultural Resources

PROPOSAL TO BE SUBMITTED IN DUPLICATE

Price Proposal

PS&S acknowledges and confirms that the ultimate lump sum fee for the performance of the services indicated in this proposal will be **$13,500.00** (thirteen thousand, five hundred dollars).

The project will be billed on the basis of overall progress on a monthly cycle. An accounting of all directly billed expenses, along with receipts, will be provided. The project fee will be considered 100% chargeable upon acceptance of the report by the City.



12/02/21

Taxpayer Identification# **900-590-653/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

PAULUS, SOKOLOWSKI AND SARTOR, LLC

TRADE NAME:

ADDRESS:

3 MOUNTAINVIEW RD
WARREN NJ 07059

SEQUENCE NUMBER:

0100526

EFFECTIVE DATE:

08/28/01

ISSUANCE DATE:

12/02/21

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(07-99) B205840V

Certificate Number
733719

Registration Date: 01/27/2022
Expiration Date: 01/26/2023

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2022 PS&S, LLC

Responsible Representative(s):
John Sartor, Managing Member

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date: January 16, 2023 _____

(Signature)

Renard E. Barnes, Esq., Chief Risk Officer/Secretary

(Name and Title)

Paulus, Sokolowski and Sartor, LLC

(Company Name)

3 Mountainview Road, Warren, NJ 07059

(Address)

_____

(Corporate Seal)

Subscribed and sworn to before me

this 16th day of January, 2023

Notary Seal

JOANNA S. LIEUALLEN
Commission # 501327
Notary Public, State of New Jersey
My Commission Expires
July 27, 2025

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Paulus, Sokolowski and Sartor, LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

X	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Renard E. Barnes, Esq.	**Title**	Chief Risk Officer/Secretary
Signature		**Date**	January 16, 2023

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, *et seq.*, and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

   Yes_____(If yes, submit a copy of such approval.) No X

2. Do you have a State Certificate of Employee Information Report approval?

   Yes__X___{If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, *et seq.*, and agrees to furnish the requi'ed documentation pursuant to the law.

COMPANY: Paulus, Sokolowski and Sartor, LLC NAME: Renard E. Barnes, Esq.

SIGNATURE: _____ TITLE: Chief Risk Officer/Secretary

NOTE: A **bid must be rejected as non-responsive if a Bidder fails to comply with requirements of** N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

Certification 2215

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2021 to 15-DEC-2024

PAULUS, SOKOLOWSKI & SARTOR, LLC
3 MOUNTAINVIEW ROAD
WARREN NJ 07059

ELIZABETH MAHER MUOIO
State Treasurer

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☑ No addenda was received.

Acknowledged for: Paulus, Sokolowski and Sartor, LLC
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: Renard E. Barnes, Esq.
(Print)

Title: Chief Risk Officer/Secretary

Date: February 16, 2023

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.[1]

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution
PSS, LLC	$150	EFO ROBERT PARISI FOR MAYOR	6/1/2018
"	$125	EFO VICTOR CIRILLO FOR COUNCIL	6/28/2018
"	$175	EFO VICTOR CIRILLO FOR COUNCIL	10/18/2018
"	$175	EFO SUSAN MCCARTNEY	10/18/2018

If you have **NOT** made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	—

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.
The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

Paulus, Sokolowski and Sartor, LLC
Company Name

Authorized Signature

Renard E. Barnes, Esq., Chief Risk Officer/Secretary
Printed Name

January 16, 2023
Date

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Paulus, Sokolowski and Sartor, LLC

Organization Address: 3 Mountainview Road, Warren, NJ 07059

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
AJS Acquisition, LLC owns 99% of the issued and outstanding membership interests of PS&S, LLC	3 Mountainview Road, Warren, NJ 07059

John A. Sartor owns 1% of the issued and outstanding membership interests of PS&S LLC	321 Elm Street, Unit B, Westfield, NJ 07090

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

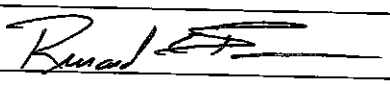
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
John A. Sartor owns 90.5% of the issued and outstanding membership interests of AJS Acquisition, LLC	321 Elm Street, Unit B, Westfield, NJ 07090

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Renard E. Barnes, Esq.	Title:	Chief Risk Officer/Secretary
Signature:		Date:	January 16, 2023

BIDDER'S CHECK LIST Mandatory Items

- Business Registration Certification R.B.
- Addendum/Addenda R.B.
- Statement of Ownership R.B.
- Political Contribution Disclosure Statement R.B.
- Affirmative Action Compliance Notice R.B.
- Prohibited Russia-Belarus Activities & Iran Investment Activities R.B.
- Non Collusion Affidavit R.B.
- Proposal Form R.B.

Exhibit “A”

HPO Project #22-0497-1
HPO-E2022-007

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMUNITY INVESTMENT AND ECONOMIC REVITALIZATION
401 East State Street, 7th Floor
P.O. Box 420, Mail Code 401-07
Trenton, New Jersey 08625-0420
Tel. (609) 633-0700 • Fax (609) 633-1421
www.nj.gov/dep/hpo

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

SHAWN M. LATOURETTE
Commissioner

May 6, 2022

The Honorable Robert Parisi
Mayor Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Via Email: RParisi@westorange.org

Dear Mayor Parisi:

On behalf of the New Jersey Department of Environmental Protection (DEP), I am pleased to award the Township of West Orange with a Certified Local Government grant to prepare an Architectural Survey of selected properties in the Watchung Heights, Eagle Rock and Hutton Park neighborhoods of West Orange. Your project has been selected to be fully funded at the requested amount of $15,000 for federal fiscal year 2022.

As you know, New Jersey's Certified Local Government program is an important tool for assisting municipalities in preserving significant historic and archaeological resources through direct technical assistance, training and grants. We are actively pursuing the revitalization of the state's developed areas and encouraging the preservation of historic resources and open space. Historic preservation in our urban, suburban, and rural areas is a tool for economic development and community revitalization as well as an essential element of promoting livable communities in New Jersey.

These grant funds are available through the U.S. Department of the Interior's National Park Service Historic Preservation Fund. Please note that this award is contingent upon the availability of federal funds and the execution of a grant agreement between the grantee and the DEP.

In addition, the grantees are required to attend a grant kick-off meeting with Historic Preservation Office staff before the final execution of the grant agreement. If you have any questions, please contact Lindsay Thivierge, Certified Local Government Coordinator at the Historic Preservation Office at (609) 292-4091 or via email at lindsay.thivierge@dep.nj.gov.

My colleagues in the DEP's Historic Preservation Office look forward to working with you on your project and will be in touch with your staff soon. In the meantime, I offer my congratulations to you on your municipality's successful application.

Sincerely,

Elizabeth Dragon
Assistant Commissioner

c. Tammy Williams, Councilwoman, Township of West Orange (twilliams@westorange.org)
John O. Gross, Business Administrator, Township of West Orange
(jgross@westorange.org)
Jamilet Baquerizo Vite, Administrative Planning Clerk, Township of West Orange
(jvite@westorange.org)
Brian Feeney, Chair, West Orange Historic Preservation Commission
(feeney201@hotmail.com)

Exhibit “B”

149-23

April 18, 2023

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") acquired certain properties located at 28 Ashland Avenue, 32 Ashland Avenue, and 64 Park Avenue (the "Properties"); and

WHEREAS, the Properties are subject toa Remedial Action Permit issued from and being monitored by the New Jersey Department of Environmental Protection (the "DEP"); and

WHEREAS, the DEP requires a completion and submission of a Remedial Action Permit Transfer/Change of Property Ownership Application ("RAP Transfer") no later than April 17, 2023; and

WHEREAS, Matrix New World (the "Matrix") with offices at 26 Columbia Turnpike, Second Floor, Florham Park, NJ 07932 has agreed to complete and submit the RAP Transfer in addition to other services as set forth in an email dated April 5, 2023 at a cost not to exceed $1,100, see Exhibit **"A"** annexed hereto.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the retention of Matrix to perform the task set forth in the email annexed hereto as Exhibit **"A"** at a rate not to exceed $1,100; and be it further

RESOLVED that the Township is authorized to pay the $630 fee associated with the RAP Transfer; and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Tammy Williams,
Council President

Adopted: April 18, 2023

I hereby certify funds are available from: 01-2010-00-7101-200
Account No.

John O. Gross, Chief Financial Officer

From: John Gross JGross@westorange.org
Subject: RE: Matrix Retention for Carroll Site
Date: Apr 6, 2023 at 1:21:22 PM
To: Beckelman, Robert RBeckelman@wilentz.com
Cc: Allison Molnar amolnar@mnwe.com, Paula Reynolds PReynolds@westorange.org

Paula,

Please issue an emergency PO for 1,100 to Matrix and place an emergency resolution on the next Council Agenda and to this email as backup.

Allison,

You are authorized to proceed.

Jg

From: Beckelman, Robert <RBeckelman@WILENTZ.com>
Sent: Thursday, April 6, 2023 1:07 PM
To: John Gross <JGross@westorange.org>
Subject: RE: Matrix Retention for Carroll Site

John- Further to our discussions concerning this proposal, if we fail to file the form by April 17, 2023, we could be subject to monetary penalties from DEP. I don't know specifically what those could be but I assume they would likely exceed the $1,100 for this proposal. I spoke to Ms. Raser and my senior environmental attorney, neither of whom have seen DEP issue a penalty for this form being filed late but I would hate for us to be the first. I will note also that Allison Molnar had begun working on the form under her 2022 work, so completing the form will likely be less than the not to exceed amount of $1,100. Finally, while our firm might be willing to fund this proposal and be reimbursed in order to expedite the matter, as I had considered, that would not help because Matrix needs to be authorized to file the form on behalf of the Township, as the owner of the property.

Please review and confirm if the Administration approve Matrix' proposal so Marie can proceed to complete and file the forms by April 17, 2023.

Regards,

Robert Beckelman | Shareholder

WILENTZ

—ATTORNEYS AT LAW—
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
T: 732.855.6090 | **F**: 732.726.4790
rbeckelman@wilentz.com | www.wilentz.com | LinkedIn

From: Beckelman, Robert
Sent: Wednesday, April 5, 2023 1:34 PM
To: John Gross (jgross@westorange.org) <jgross@westorange.org>
Subject: Matrix Retention for Carroll Site

John- Further to our call yesterday, please find attached a proposal for environmental consultant services needed in connection with Remedial Action Report Transfer documents that must be filed with DEP. It is not to exceed $1,100. Please review and advise if this can be approved by Administration and get Marie moving, as this must be filed with DEP the middle of this month.

Thank you.

Robert Beckelman | Shareholder

WILENTZ

—ATTORNEYS AT LAW—
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, New Jersey 07095
T: 732.855.6090 | **F**: 732.726.4790
rbeckelman@wilentz.com | www.wilentz.com | LinkedIn

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For more information please visit http://www.mimecast.com

150-23
April 18, 2023

RESOLUTION TO AUTHORIZE THE PURCHASE OF COMPUTER HARDWARE THROUGH NJ STATE CONTRACT BLANKET 19-TELE-00656/M0483

WHEREAS, the Township of West Orange has the need to upgrade its current computer equipment in Police vehicles used by the Police Department; and

WHEREAS, the Township of West Orange, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of West Orange intends to purchase Dell computer equipment from the New Jersey State contracts with Pascack Data Services an authorized dealer for Dell through the WSCA/NASPO Contract for computer software and the Naspo/Valuepoint contract for computer hardware in an amount of $34,448.63 see attached "Exhibit A"

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the contract with Pascack Data Services, 200 Central Ave, Suite 100 Hawthorne, NJ 07506.

BE IT FURTHER RESOLVED, that the Purchasing Agent be hereby authorized to arrange to pay for the foregoing in accordance with the terms of said Purchase Order on behalf of the Township of West Orange from funds certified by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Tammy Williams,
Council President

Adopted: March 21, 2023

I hereby certify funds are available from: 03-2584-19-0300-210
Account No.

_____

John O. Gross, Chief Financial Officer

EXHIBIT "A"

Pascack Data Services, Inc.

200 Central Ave., Suite 100, Hawthorne, N.J. 07506 973-304-4858

Intelligent IT Solutions

Since 1972

Date: April 3, 2023

Proposal for: West Orange Police Dept.

66 Main Street
West Orange, NJ 07052
Nick Allegrino

Product Pricing in this proposal is based on the Dell NASPO New Jersey Contract, Pascack's Legacy Contract Code is # 95AHB, Master Agreement # MNWNC-109, Pascack Data Services currensly has two contract codes valid until July 31, 2023, C000000009964 and C000000992512.

Dell Latitude Rugged

QTY	Style	Description	List Price	Contract Price	Extended Price
8	210-BCFQ	Dell Latitude 5430 Rugged	4,373.98	2,915.42	23,323.39
8	379-BERS	Intel Core Processor i5-1145G7, (QC, 2.6 to 4.0 GHz, 28W, vPro)			
8	619-AQMP	Windows 10 Pro (Includes Windows 11 Pro License) English			
8	658-BCSB	No Microsoft Office License Included			
8	338-CCRI	Intel® Core™ vPro i5-1145G7 with Iris Xe Graphics			
8	631-ADEE	Intel vPro Technology Advanced Management Features			
8	370-AGTH	16GB, 2x8GB, 3200 MHz DDR4 Non-ECC			
8	400-BMRY	512GB M.2 PCIe NVMe Class 40 Solid State Drive			
8	391-BGGI	14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable			
8	583-BILF	English US RGB Backlit Sealed Internal keyboard			
8	555-BHCC	Intel AX210 WLAN Driver			
8	555-BHCH	Intel AX210 Wireless Card with Bluetooth			
8	389-ECGC	Hot surface warning label			
8	451-BCWC	Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery			
8	492-BCXP	65W Type-C EPEAT Adapter			
8	346-BHQJ	Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader			
8	537-BBBL	E4 Power Cord 1M for US			
8	389-ECGC	Hot surface warning label			
8	451-BCWD	Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery			
8	387-BBPC	ENERGY STAR Qualified			
8	340-CTSV	11th Gen Intel Core i5 vPro label			
8	319-BBHT	Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough			
8	379-BDTO	EPEAT 2018 Registered (Silver)			
8	590-TFHR	Additional USB-A rear port			
8	325-BEJZ	Additional TBT/Type-C port			
8	750-ADPK	Rigid handle			
8	808-6793	ProSupport Plus: Next Business Day Onsite, 24 Months Extended			
8	808-6794	ProSupport Plus: Next Business Day Onsite, 39 Months			
8	808-6805	Dell Limited Hardware Warranty Initial Year			
8	808-6828	ProSupport Plus: Accidental Damage Service, 63 Months			
8	808-6829	ProSupport Plus: Keep Your Hard Drive, 63 Months			
8	808-6846	ProSupport Plus: 7X24 Technical Support, 63 Months			
8	975-3461	Dell Limited Hardware Warranty Extended Year(s)			

Docking Station

QTY	Style	Description	List Price	Contract Price	Extended Price
8	AB904853	Havis DS-DELL-426 - Docking station - GigE	601.96	598.00	4,784.00

Side Mount Package

QTY	Style	Description	List Price	Contract Price	Extended Price
8	A9605831	Havis Premium Passenger Side Mount Package - mountin	689.84	686.00	5,488.00

Chargeguard

QTY	Style	Description	List Price	Contract Price	Extended Price
8	A3985825	HAVIS CHARGEGUARD SELECT CONTROL MODULE	75.59	74.66	597.24

TOTAL **34,192.63**

*It is the customer's responsibility to make sure all configurations meet their requirements. There are many different options in configuring hardware. Please double check all configurations before purchasing.

*Pricing is valid for 7 days after which, pricing must be verified prior to ordering. Applicable freight and sales tax may apply and are not included in this quote.

*Installation is NOT included unless noted in this proposal.

*Cabling and electrical requirements are the responsibility of the customer, unless otherwise noted.

*If you would like us to implement this project, please forward your purchase order.

151-23
April 18, 2023

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") seeks to update its tax map in 2023; and

WHEREAS, the Township requires the services of a licensed professional land surveyor to provide professional land surveying and Geographic Information Systems services; and

WHEREAS, Civil Solutions with offices at 215 Bellevue Avenue in Hammonton, New Jersey submitted a Proposal for Professional Services in response to a Request for Qualifications (the "RFQ") for an Agreement for Tax Mapping and Land Surveying (the "Contract"); and

WHEREAS, the proposed Contract, annexed hereto as Exhibit **"A,"** sets forth the proposed contract price as set forth in Civil Solutions, proposal at a price not to exceed $59,400.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Contract with Civil Solutions, annexed hereto as Exhibit **"A;"** and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, RMC
Municipal Clerk

Tammy Williams, Council President

Adopted: April 18, 2023

I certify availability of funds from Account Number: 01-2010-00-7101-200

_____

John O. Gross, Chief Financial Officer

AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND CIVIL
SOLUTIONS FOR TAX MAPPING AND LAND SURVEYOR SERVICES

THIS AGREEMENT, made this 18th day of April 2023 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

Civil Solutions having its principal offices at 215 Bellevue Avenue, Hammonton, New Jersey 08037, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township is seeking to update its tax maps; and

WHEREAS, the Township requires the services of a licensed professional(s) to provide land surveying and Geographic Information Systems services; and

WHEREAS, on _____, the Township advertised a Request for Qualifications (the "RFQ") that included the award of an Agreement for Tax Mapping and land Surveyor Services (the "Contract"); and

WHEREAS, on November 15, 2022, the Contractor submitted its qualifications for consideration of award of the Contract; and

WHEREAS, on April 6, 2023, the Contractor submitted a formal proposal to provide land surveying and Geographic Information Systems services related to the update of the Township's tax maps.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Contract shall commence upon the execution of a resolution from the Township's governing body authorizing the award of this Contract.
2. Contractor shall provide the services set forth in the Contractor's Proposal dated April 6, 2023, ("Contractor's Proposal"), annexed hereto as Exhibit **"A,"** under the fee structure set forth therein at an amount not to exceed $59,400.
3. To the extent of any inconsistency between the Contractor's Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor's Proposal and the RFQ, the RFQ shall govern as to that inconsistency over the Contractor's Proposal.
4. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contactor in a reasonable and timely manner.
5. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid

return receipt requested to _____, Civil Solutions, 215 Bellevue Avenue, Hammonton, New Jersey 08037, with copy to _____ _____ or other such address as Contractor may designate in writing to the Township.

6. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

_____
KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

CIVIL SOLUTIONS

Johnna M Tomasello

BY: _____
RICHARD RENNMANN, PRESIDENT

JOHNNA M. TOMASELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/31/2023

Exhibit “A”

CIVIL SOLUTIONS
geospatial services of ARH

215 Bellevue Ave., PO Box 579 Hammonton, NJ 08037
gisinfo@arh-us.com
(800) 924-0482
civilsolutions.biz

April 6, 2023

Shayne Cavanaugh-Radice
Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: Tax Map State Approval & GIS Support 2023
CS P2022.0570

Dear Shayne:

I am pleased to be able to respond to your request to provide a quotation for continued technical services to update the Township of West Orange's Tax Maps, provide GIS support, mapping services and gain State approval of the Tax Maps for the upcoming revaluation.. Based on our understanding of the work required and past, direct experience with this work in the Township, I suggest establishing a budget with a not to exceed amount of $59,400.00 to cover the effort.

Our work will be performed in the exact scope and fashion as in previous efforts. We will work with the Township responding to their request and provide feedback from our weekly Mod4 integration and reporting. We will manage the work through our web-based tax map maintenance portal, giving you continual access to the status of work, work order documentation, and the completed tax map set. Our cost is broken down to cover a number of budget items listed below.

1)	myiDV (webgis) yearly access	$2,400
2)	Tax Map Maintenance, Collaboration Center, Tax Map Viewer	$9,000
3)	State submission to the Division of Taxation & Approval	$38,800
4)	GIS updates and Reval Support	$7,000
5)	Map copies (Reval Co, County, Township)	$2,200

Civil Solutions will invoice the Township for the work completed on a monthly basis. Additional hardcopy Tax Map sets (20# Bond Paper) will be invoiced separately as follows:

Media	Quantity	Unit Price
24x36 UnBound Tax Map Set	1	$320 + S&H
11x17 Bound Tax Map Set	1	$200 + S&H

Thank you for the opportunity to continue our work with the Township of West Orange. I hope you find this quotation acceptable. Please contact me at (800) 924-0482 extension 3222 if you have any questions or need any additional information.

Sincerely,

Donald A Smith III
Associate – Geospatial Services

This proposal is acceptable as stated, and I hereby authorize Civil Solutions, a division of Adams, Rehmann & Heggan Associates, Inc. to proceed with the work as outlined.

_____ __/__/__
Approved (Signature) Date

_____
Printed Name

_____
Title

Enclosure(s): 1
cc:
DAS,ds
w:\proposals\arh\2022\0570\p_westorange_state_review_2023 - v2.docx

152-23
April 18, 2023

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

Organization	**Type of Event/Date**	**Place**	**RL No.**
BPOE Lodge 1590 WO	May 13, 2023 **On Premise 50/50**	424 Main Street.	7827
BPOE Lodge 1590 WO	May 13, 2023 **Tricky Tray**	424 Main Street.	7828

Karen J. Carnevale, R.M.C.
Municipal Clerk

Tammy Williams
Council President

Adopted: April 18, 2023

153-23
April 18, 2023

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") owns and maintains an outdoor pool facility, which includes locker room facilities, at the Ginny Duenkel Pool Complex, located at 60 ½ Cherry Street in the Township (the "Pool Facilities"); and

WHEREAS, the Montclair YMCA has for many years used the Pool Facilities during limited hours for youth swim practices and for competitive swimming programs; and

WHEREAS, the Montclair YMCA has once again requested to use the Pool Facilities for youth swim practices during the summer 2023 season, generally between the hours of 6:00 A.M. and 7:45 A.M. on weekdays from approximately May 1, 2023 through August 31, 2023; and

WHEREAS, the Montclair YMCA has agreed to use the Pool Facilities in exchange for the payment of an hourly rental fee of $70.00, plus payment of various costs and expenses, pursuant to other terms and conditions set forth in the License Agreement annexed hereto as Attachment **"A;"** and

WHEREAS, the Montclair YMCA has agreed that its use of the Pool Facilities will not conflict with the Township's uses; and

WHEREAS, the Montclair YMCA has agreed to comply with all pool regulations and all applicable laws;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and hereby is authorized to enter into the annexed License Agreement for the Montclair YMCA's limited use of Pool Facilities and the Municipal Clerk shall be authorized to attest to the Mayor's signature; and be it further

RESOLVED, that the entry of the License Agreement shall be subject to the Licensee's providing proof of adequate insurance with the Township named as an additional insured, subject to approval of the Law Department, prior to the use of the Pool Facilities.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: April 18, 2023

153-23

LICENSE AGREEMENT FOR LIMITED USE OF POOL FACILITIES

THIS AGREEMENT, effective May 1, 2023 upon full execution by all parties, between:

Township of West Orange, as Licensor ("Township" or "Licensor")

and

The Montclair YMCA, as Licensee ("Montclair Y" or "Licensee")

WHEREAS, the Montclair Y runs a competitive swimming program in the summer and requires pool time for the same; and

WHEREAS, the Township owns a certain outdoor pool and surrounding facility in the Township located at 60½ Cherry Street, West Orange, New Jersey ("Pool Facility"); and

WHEREAS, the Montclair Y is desirous of using West Orange's outdoor swimming pool and changing room facilities for swim practices.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **License Date and Effective Date of Agreement**. This License is made with an effective date of May 1, 2023 ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees or Executive Director of Licensee and the required insurance certificate approved by the Township Attorney along with a Resolution evidencing approval by the Licensor's Township Council.

2. **Description of Agreement Premises**. The premises licensed by Township to Licensee includes the pool and locker rooms located at 60 ½ Cherry Street in the Township of West Orange, New Jersey ("Premises").

3. **Term**. The term of this License shall be for four (4) months, beginning on May 1, 2023 through August 31, 2023. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion.

4. **Licensee's Use**. Licensee shall use the Premises for swim practices and not for any other use. The hours of use will be 6:00 a.m. until approximately 7:45 a.m. Monday, Wednesday, Thursday, Friday beginning no earlier than May 1, 2023 and ending no later than August 31, 2023. Assigned days and hours are subject to change during the period of this agreement if West Orange activities mandate such change. In the

event of a conflict with a Township activity where pool and changing room use is required, the Township shall contact the Senior Aquatics Director of the Montclair Y and notify the Licensee of the unavailability of the premises as soon as the conflict is evident. No alternate arrangements need be made.

5. **Fee and Insurance**. A fee shall be payable in the amount of $70.00 per hour of actual use. If the Township is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million ($1,000,000) dollars per occurrence and two million ($2,000,000) dollars in the aggregate. The Montclair Y shall carry liability insurance with a minimum combined single limit of One Million ($1,000,000.00) dollars for bodily injury and property damage. The Montclair Y shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Montclair Y represents that all participants and staff have additional medical insurance and emergency room coverage under a policy provided through United States Swimming (liability amount of $10,000,000.00) and will provide a copy of that documentation included with this signed agreement. The policy expiration dates shall be no earlier than August 31, 2023.

6. **Indemnification**. Licensee shall indemnify and hold harmless Licensor including attorney's fees and expenses from any claims arising from Licensee's use of the Premises.

7. **Usage**. Licensee shall comply with all state and local laws, regulations, codes and ordinances. In addition, Licensee shall comply with all Township pool rules as shall be promulgated from time to time by the Township. Licensee hereby acknowledges receipt and full understanding of all current pool rules.

8. **Hours of Licensee Use**. Licensee shall be permitted to use the Premises during the hours of 6:00 a.m. until 7:45 a.m. Monday, Wednesday, Thursday, Friday during the term set forth above. Any other hours of use shall be subject to prior written request and approval by the Township in its sole discretion. Licensee may not use the Premises at any time without the Licensor's authorized representative present.

9. **Licensee's Care**. Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Township's fire or public liability insurance.

10. **Staffing/Supervision & Safety:** Licensee shall provide a certified swim coach (USAS) for all competitive swimming activities and shall also provide a certified pool manager (CPO) to properly open the pool and assure its safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to West Orange in writing, shall provide the Township with a written incident report, and shall fully cooperate with the Township in all regards. The Licensee shall assume all

liabilities of injuries resulting from swim team related activities. All of Licensee's employees, agents and representatives shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.

11. **Lifeguard:** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard and shall reimburse West Orange for the utilization of a West Orange staff lifeguard.

12. **Repairs**. Township will make all necessary repairs to the Premises at Township's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.

13. **Improvements**. Licensee shall not cause any improvements, renovations or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder.

14. **Abandoned Property**. All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Township.

15. **Payment.** An initial payment of $2,000 shall be due to the Township by no later than May 1, 2023. The remaining balance, the amount of which will be presented to the Licensee by the Township by no later than September 15, 2023, shall be due to the Township by no later than October 15, 2023.

16. **Services.** The Township shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

17. **Damage to Building**. If the Premises are damaged by fire or any other cause, then Township may, give Licensee notice of election to terminate this Agreement.

18. **Township May Terminate**. If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on written notice to Licensee terminate this Agreement.

19. **Notices**. Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

20. **Township's Right to Inspect Premises**. Township may enter the Premises at any time without notice to Licensee to inspect the premises or make those repairs, replacements, and additions to the Premises as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

21. **Interruption of Services or of Occupancy**. Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction.

22. **Elements of Construction Eviction**. Licensee shall not be entitled to claim a constructive eviction from the Premises.

23. **No Representations**. Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

24. **Covenant of Quiet Enjoyment**. Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

25. **Waiver of Jury Trial**. To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

26. **Captions**. The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

27. **No Assignment**. The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.

28. **Agreement Binding on Successors, Representatives, and Assigns**. The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns.

29. **Entire Agreement:** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

MONTCLAIR YMCA

Dated: _____ Signed: _____

TOWNSHIP OF WEST ORANGE

Dated:_____ Signed: _____

154-23
April 18, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Engineering Services for the facility assessment of its eight (8) individual pump stations; and

WHEREAS, Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey 07606 submitted a proposal dated March 30, 2023 for conducting a facility assessment at its eight (8) individual pump stations including a facility assessment report summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photographs, costs, schedule and assembled information gathered in a database in an amount not to exceed $67,879.00; and

WHEREAS, the Township Engineer solicited a proposal from another two professional engineering firms; and

WHEREAS, Boswell Engineering will gather all field data themselves and does not rely on existing information that does not exist and Township personnel to commence the work; and

WHEREAS, Boswell Engineering of South Hackensack, New Jersey responded to the Township's Request for Qualifications; and

WHEREAS, Boswell Engineering of South Hackensack, New Jersey has performed similar work for other municipalities and sewerage commissions; and

WHEREAS, by letter dated April 11, 2023 the Township Engineer recommended professional services contract be awarded to Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey 07606; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey 07606 to provide professional services for assessing the Township's (8) individual pump stations including a facility assessment report summarizing alternatives for the proposed improvements for a fee of $67,879.00 in accordance with their proposal dated March 30, 2023.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams**
Township Clerk **Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. _____
$67,879.00

_____

John Gross, Chief Financial Officer

2.0 Scope of Services

The Township of West Orange is soliciting proposals from professional consulting firms that provide facility condition assessment services for buildings and related infrastructure including sidewalks, parking lots, and driveways at various Township locations. The Township is seeking proposals from qualified individuals or firms that provide comprehensive Facility Condition Assessment Services, including complete software capabilities as described herein. The Township may contract with two or more Respondents to perform the Services.

2.1 Project Description

For each of the projects identified in Appendix 2, Services shall include but not be limited to the following:

1) All services shall be provided in a manner consistent with ASTM E2018 - current edition.
2) Buildings shall be assessed singly or in groups as directed by the Township.
3) Conduct interview sessions with appropriate Township staff and facilities stakeholders.
4) Perform site visits and review of existing conditions of all selected facilities.
5) Review building construction documents and prior facility condition reports.
6) Organize collected data using the Construction Specifications Institute UniFormat.
7) Review initial findings with the Township's administration as directed to discuss items discovered.
8) Provide draft reports consisting of analysis of building systems: identification and repair recommendations of deficiencies; development of Facilities Condition Index Numbers; and digital report documentation.
9) Cost estimation.
10) Incorporate review comments, enter or update buildings in software/database, issue final documentation in searchable electronic format.

Detailed required services shall include, but are not limited to:

1) Identifying and documenting current facility condition and deficiencies
2) Recommending corrections for deficiencies
3) Providing cost estimates for corrections
4) Recommending three, five, seven, and ten-year schedule for implementing corrective measures, categorized as follows:
    a. Life-safety
    b. Critical
    c. Moderate
    d. Normal Maintenance
    e. Deferred Maintenance
5) Summarizing all data collections, recommendations and cost in a searchable digital file format.
6) The Consultant will meet with Township of West Orange staff to identify all reliable sources of existing building information and past facility condition assessments such as building lists, plans, surveys, campus maps, previous assessments, deferred maintenance studies, and capital projects planning. Township of West Orange will provide any past studies and detailed evaluation reports such as:
    a. Energy Savings Performance Contracts
    b. Previous Facility Condition Assessment studies

c. Capital Planning
d. Detailed Technical studies
e. Roofing studies
f. Building drawings: mechanical, electrical, architectural, structural, and civil in PDF version.
g. Facility Replacement costs
h. Building maintenance histories
i. Any other special studies conducted

Where applicable, previous studies will be incorporated into the database and reflected in the final reports.

The types of building systems and surrounding infrastructure surveyed may vary with each building and shall include, but are not limited to, the following systems:

1) Exterior Systems: foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, and Township-owned driveways. Exterior electrical to include outside lighting, all types of exterior water lines, exterior gathering areas, exterior vegetation, exterior architectural components.
2) Interior Systems: walls, doors, flooring, ceiling, hardware, architectural components
    a. Fire/Life Safety issues (including hazards, alarms, fire escapes, exit codes)
    b. Heating, Ventilation and Air Conditioning, including controls and terminal units (condition)
    c. Electrical and Electrical Distribution (condition)
    d. Plumbing Systems: fixtures, supply, storm and sanitary drainage, on and off valves, irrigation
    e. Fire Protection
    f. Special Construction
    g. Specialized Equipment & Systems
    h. Vertical Transportation Systems
    i. Perform In-Depth Elevator Study: Engage an elevator consultant to provide a detailed study of elevator equipment and efficiency
3) Regulatory deficits to be highlighted as noted in reports

2.2 Method of Collection

A. General

The Consultant shall visually inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The Inspection team will include architects and engineers. The Consultant will thoroughly examine building systems using non-destructive on-site observations to compile a complete assessment of current conditions, then use an approved database to record cost data and expected life cycles. The Consultant will create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to twenty (20) years. The Consultant will utilize processes that eliminate variability and produce accurate facility information.

B. Inspector Training

Consultant will ensure that the inspection staff has the appropriate training and equipment to record consistent and accurate data.

C. Township of West Orange Staff Interviews

In order to understand the operating characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Consultant will interview knowledgeable Township of West Orange Director, project managers, engineers and/or maintenance staff for each facility, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

D. Inspection Schedule

Consultant will coordinate with Township of West Orange staff for dates and times to conduct on-site inspections. A master schedule of the entire project will then be circulated for review.

E. Inspections

The method of the inspection process shall allow for a comprehensive inspection of observable systems while utilizing input from knowledgeable Township of West Orange staff to compliment the assessment of current conditions with details of the facilities' background. At a minimum, Inspectors shall gather the following information on each property:

Property Characteristics – An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system

Age – Identification of the year each system component was installed

Current Condition – An assessment of the current condition of each system component and a determination of the level of repair necessary to restore these components to optimal condition or year the asset is to be replaced

For purposes of consistency, building system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level shall be defined for individual components and shall include as a minimum:

Life Safety
Critical
Moderate
Normal Maintenance
Deferred Maintenance

Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities

2.3 Assessment and Reporting Format

The facility assessment report should describe the potential impacts on environmental and cultural resources, summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photography, costs, schedule and any and all other gathered information will be assembled in a database and reported in a manner to allow for the Township to query and plan for addressing of deficiencies based on criticality and schedule. As a minimum database reporting structure shall include:

1. Address
    a. Building
    b. System Inventory and Equipment
        i. Individual equipment (or material or distribution)
            a. Specific operating data
            b. Condition Assessment
            c. Deficiencies
            d. Estimated cost to repair
            e. Estimated implementation schedule
            f. Prioritization of System & Equipment Repairs
            g. Comments
        ii. Operational state
            a. Operating as originally intended
            b. Operating as modified or repaired
            c. Date of most recent modification or repair
            d. Suggested improvements
            e. Remaining Useful Life
        iii. Estimated energy consumption
            a. Energy consumption estimates
            b. Energy efficiency estimates
            c. Suggested improvements
        iv. License & Permits
            a. State or Local Agency with jurisdiction over the facility

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ _____

Project # & Description _____

Price Proposal Signature

Name: _____

Title: _____

Date: _____

Signature: _____

APPENDIX 2 – PROJECTS

(all West Orange, New Jersey 07052)

Project #1 – 60 Main Street, aka Police Department

Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau

Project #3 – 60 ½ Cherry Street, aka Recreation Offices (including Ginny Duenkel Pool House)

Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;

Project #5 - Cherry Street & Franklin Ave, aka Colgate Park Field House, Alisa Drive & Pleasant Valley Way, aka Degnan Park Field House; Main Street & Park Ave, aka Lafayette Park Field House; Ridgeway Ave, aka Ridgeway Park Pavilion; Ralph Road & Lorelei Road, aka O'Connor Park Field House; St. Cloud Ave., aka Stagg Field House; and 60 ½ Cherry Street, aka Ginny Duenkel Pool House.

Project #7 – 110 Franklin Avenue (Parks and Recreation Maintenance Facility)

Project #8 – 4 Boland Drive, aka Oskar Schindler Performing Arts Center (OSPAC); 551 Valley Road, aka West Orange Arts Center;

Project #9 - 590 Mt. Pleasant Avenue, aka West Orange Environmental Center

Project #10 – Pump Stations (PS):

1. Cherry Lane PS, 99 Cherry Lane
2. Dogwood PS, 39 Dogwood Road
3. Grande PS, 1 Rappleye Court
4. Haggerty PS, 50 Haggerty Drive
5. King PS, 14 King Road
6. Northfield PS, 794 Northfield Avenue
7. Short Hills PS, 111 Old Short Hills Road
8. Vitro PS, 198 Pleasant Valley Way

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ $25,366

Project # & Description Project #1 - 60 Main Street, aka Police Department

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$1,816		$1,656				$3,472
Task 3	Inspections		$3,632		$1,656				$5,288
Task 4	Assessment		$1,816		$3,312				$5,128
Task 5	Report Preparation	$454	$3,632		$4,968		$1,352		$10,406
	Sub-Totals	$454	$10,896		$11,592		$1,352	$1,072	$25,366

Total Cost: $25,366

Boswell Engineering

Man-Hours for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		8		8				16
Task 3	Inspections		16		8				24
Task 4	Assessment		8		16				24
Task 5	Report Preparation	2	16		24		8		50
	Sub-Totals	2	48		56		8	8	122

Total Man-Hours: 122

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,469

Project # & Description Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station

Price Proposal Signature

Name: Kevin J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing th WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$1,035				$2,851
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,143		$1,352	$1,072	$18,469

Total Cost: $18,469

Boswell Engineering

Man-Hours for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing the WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		5				13
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		49		8	8	91

Total Man-Hours: 91

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,676

Project # & Description Project #3 - 60 1/2 Cherry St, aka Recreation Offices (including Ginny Duenkel Pool House)

Price Proposal Signature

Name: Kevin J. Boswell, P.E

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost proposal for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$1,242				$2,150
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,350		$1,352	$1,072	$18,676

Total Cost: $18,676

Boswell Engineering

Man- Hours for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		6				10
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		50		8	8	92

Total Man-Hours: 92

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,262

Project # & Description Project #4 - 650 Pleasant Valley Way, aka Katz Community Center;
551 Valley Road, aka West Orange Arts Center

Price Proposal Signature

Name: Kevin, J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$9,936		$1,352	$1,072	$18,262

Total Cost: $18,262

Boswell Engineering

Man-Hours for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		48		8	8	90

Total Man-Hours: 90

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 67,879

Project # & Description Project #10 - Pump Stations (PS): Cherry Lane PS; Dogwood PS; Grande PS; Haggerty PS; King PS; Northfield PS; Short Hills PS; Vitro PS

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road; Vitro PS, 198 Pleasant Valley Way, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title --------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name --------->									Task Totals
Hourly Rates --------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		$4,540			$1,930			$6,470
Task 2	Township of West Orange Interviews		$1,816	$1,752					$3,568
Task 3	Inspections		$10,896		$9,936				$20,832
Task 4	Assessment		$9,080	$2,190	$4,140	$3,860	$338	$268	$19,876
Task 5	Report Preparation	$227	$9,080	$2,190	$4,140	$1,158	$338		$17,133
	Sub-Totals	$227	$35,412	$6,132	$18,216	$6,948	$676	$268	$67,879

Total Cost: $67,879

Boswell Engineering

Man-Hours for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road;

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		20			10			30
Task 2	Township of West Orange Interviews		8	8					16
Task 3	Inspections		48		48				96
Task 4	Assessment		40	10	20	20	2	2	94
Task 5	Report Preparation	1	40	10	20	6	2		79
	Sub-Totals	1	156	28	88	36	4	2	315

Total Man-Hours: 315

March 20, 2023
09023.0365

Township of West Orange
60 Main Street
West Orange, New Jersey 070052

Education
Energy Utility
Healthcare
Public Works
Real Estate
Science & Technology

Attn: Mr. John Gross, Business Administrator

Re: Consulting Architectural & Engineering Services
West Orange Facilities Assessments

Dear Mr. Gross:

1.0 INTRODUCTION

Paulus, Sokolowski and Sartor Engineering, PC (PS&S) appreciates the opportunity to provide this proposal to the Township of West Orange (West Orange, or Client) to perform a Property Condition Assessment (PCA) of five Project sites as identified by West Orange in a recent scoping document provided by the Township. The subject properties include the following:

- Project #1 – 60 Main Street (Police Station)
- Project #2 – 92 Washington St, and 549 Valley Road (Sub Stations)
- Project #3 – 60 ½ Cherry Street (Ginny Dunkel Pool House)
- Project #4 – 650 Pleasant Valley Way (Katz Community Center), and 551 Valley Road (West Orange Arts Center)
- Project #5 – Eight (8) individual pump stations

PS&S understands that West Orange would like a cost proposal for each project individually. We also understand that Project #1 is the first priority and that an expedited schedule for it is desired. PS&S is prepared to commence work on that Project shortly after authorization.

2.0 SCOPE OF SERVICES

PS&S proposes to perform a condition assessment of the buildings by visual means facilitated by a walk-through around the exterior and interior of each specific building and site. The walk-through team will include an Architect, Civil Engineer, Structural Engineer and Engineer(s) specializing in HVAC, Electrical and Plumbing & Fire Protection systems. At the eight pump stations, the walk-through team will include an Engineer specializing in Waste-Water pumping stations and systems.

PS&S understands the main purpose of our assessment is to identify and quantify building systems in need of repair or replacement to support an order of magnitude cost estimate. This includes the building envelope (walls, roof, windows, doors), floors, interior finishes, floor and roof framing, foundations, evidence of settlement or distress, and condition of MEP/FP systems (and, at the pump stations, conditions of the pumping equipment). The

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

observation process will be performed in accordance with general standards of ASTM E-2018, Property Condition Assessments.

We note that problematic conditions hidden from view may not be identified. Where suspicion of problematic conditions exist, additional testing, investigation or removal of finishes may be recommended. PS&S will discuss and review these matters, if any, with the Client upon completion of our initial assessment. Additional investigatory work is not included in the scope of services addressed by this proposal.

We assume knowledgeable building maintenance personnel will be available during our field reconnaissance to discuss the performance of existing systems.

All field observation notes will be compiled into a letter-report, summarizing our findings and highlighting problematic conditions. Photographs will be recorded for reference purposes. The report will include a Conceptual (Order of Magnitude) Construction Cost Estimate for implementation of recommendations contained within the report. The estimate will be done on a square foot or unit price basis. PS&S will be available to discuss our report with the Client, as required.

3.0 CLARIFICATIONS

We note the following Clarification and/or limitations to our scope of services. Most of these can be provided as an additional service if desired/requested by the Township.

- No destructive or intrusive inspection techniques will be employed. Observations will be made of only those areas that are readily accessible and visually exposed to view. Removal of interior finishes to observe hidden spaces is not a part of this proposal. This proposal does not include any allowance for the use of scissor lifts, portable scaffolding, or similar equipment that may become necessary to observe difficult or inaccessible areas. If the need for specialized observation equipment becomes necessary, the matter will be discussed with the Client so that appropriate arrangements may be coordinated. The cost of such specialized equipment would be the responsibility of the Client.

- An Environmental assessment of the facilities is not included in this proposal.

- We have not included a detailed review of the facilities for current code compliance.

- We have not included the following items which are referenced in the scoping document:

    - Three, five, seven and ten-year schedule for implementing corrective measures.
    - We have not included an elevator consultant.
    - Development of Facilities Condition Index Numbers are not included.

- Creating software/data base and Entering/Updating buildings in software/data base is not included.
- Energy consumption and efficiency estimates are not included.
- License & Permits.

4.0 PROFESSIONAL FEES

PS&S proposes to provide the services described above for a lump sum fee, inclusive of reimbursable expenses, for each Project as shown on the attached Price Proposal Forms. These services will be performed in accordance with the terms and conditions of the attached PS&S' *Standard Schedule of Charges & Hourly Rates* dated January 1, 2023, and *General Conditions of Service* dated February 1, 2023 (the Schedule).

5.0 AUTHORIZATION

PS&S is pleased to be of service to West Orange and to provide this proposal. If the scope and professional fee described herein meet your approval, please return a signed copy to authorize the work or issue the appropriate Township PO. We look forward to assisting you with this project.

Very truly yours,

Paulus, Sokolowski and Sartor Engineering, PC

Michael P. Cohen, PE, PMP
Senior Vice President

cc: HT Osborne, PS&S
Lisa DiGerolamo, PS&S

attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
NAME:
TITLE:
DATE:

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the " Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expense incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges and Hourly rates, subject to modification by PS&S as per the language in the Schedule of Charges. If PS&S is to be paid on a lump-sum basis, compensation shall be paid on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

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 Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable 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; special mailing 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 any failure by the Client to timely respond 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 any pandemic-related impact, 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 overdue 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 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. Projects with current payment status receive the first commitment of PS&S's resources.

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. STANDARD OF CARE AND 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 that affect the design documentation or Services provided by PS&S, any 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 and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

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 electronic copies of Design Documents but solely in connection with its use on the Project. The Design 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 Design 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 different, unintended 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"), without the knowledge and consent of PS&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 and provide notice of any issues or irregularities upon receipt of the files. Otherwise, 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. Documents that may be relied upon by the Client, or its User(s) are limited to the versions 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.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services, but only to the extent such claims arise out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. 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.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

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 January 1, 2023, but may be modified thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category.

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.

Billable Hourly Rate	Title
$ 235	Executive VP, Principal LSRP, SVP, VP
$ 230	Sr. Director, Director, Lead Surveyor
$ 225	Sr. Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer), Sr. Project Manager, Sr. Project LSRP, Scientific Leader, Sr. (CAD/BIM Manager, Construction Field Specialist), Project Controls Manager
$ 205	Project Manager, Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer, Project Scientist), Sr. (Project Surveyor, Operations Analyst, LSRP), Construction Field Specialist, CAD/BIM Manager, Survey Crew Coordinator
$ 185	Sr. Project (Architect, Engineer, Landscape Architect, Planner) Lead (Designer, Scientist, GIS Analyst), Lead Project CAD/BIM Technician, Sr. Surveyor, Project LSRP
$ 170	Sr. (Architect, Engineer, Landscape Architect, Planner, Archaeologist, Architectural Historian), Sr. Project (Designer, Scientist), Lead (Construction Inspector, Project Controls Analyst, CAD/BIM technician), Operations Analyst, Project Surveyor, LSRP
$ 160	Sr. (Construction Inspector, Crew Chief), Project Coordinator
$ 155	Project (Architect, Engineer, Landscape Architect, Planner), Sr. (Designer, Scientist, GIS Analyst), Sr. Project CAD/BIM Technician, Archaeologist III, Principal Investigator, Surveyor, Survey Technician
$ 145	Architect, Engineer, Landscape Architect, Planner, GIS Analyst, Project (Designer, Scientist), Sr. (CAD/BIM Technician, Project Controls Analyst)
$ 135	Crew Chief, Archaeologist/Architectural Historian II, Survey CAD Technician, Project Construction Inspector
$ 130	Technical (Designer, Scientist), Project CAD/BIM Technician, Archaeologist/Architectural Historian I
$ 120	Designer, Scientist, CAD/BIM Technician, Field/GIS Technician
$ 105	Project Controls Analyst, Sr. Administrative Support
$ 105	Instrument Operator, Construction Inspector
$ 85	Administrative Support

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

$ 265	2-person crew	$345	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.

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 31,000.00

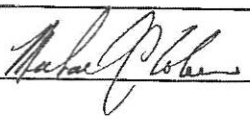
Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 21,000.00

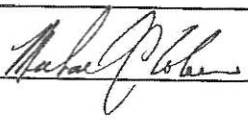
Project # & Description Project #1 - 60 Main Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 24,000.00

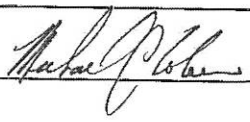
Project # & Description Project #2 - 92 Washington St & 549 Valley Road

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,000.00

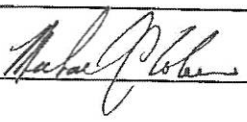
Project # & Description Project #3 - 60 1/2 Cherry Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 44,000.00

Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature:

Zayibeth Carballo

From: Louis Reynolds
Sent: Tuesday, April 4, 2023 10:45 AM
To: Zayibeth Carballo
Subject: Fwd: Request for Proposal West Orange - Revised
Attachments: image001.png; image001.png; image001.png; Price Proposal_westorange.org_20230306_#5R.pdf; Price Proposal_westorange.org_20230306_ALL_R.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Revised quote . Along with the interpretation for the revision.

Sent from my iPhone

Begin forwarded message:

> **From:** Michael Cohen <Mcohen@psands.com>
> **Date:** April 4, 2023 at 10:25:07 AM EDT
> **To:** Louis Reynolds <lreynolds@westorange.org>
> **Subject: Request for Proposal West Orange - Revised**
>
> Lou:
> We looked again at our estimate for the assessments of the eight (8)pump stations. We had assumed we could cover 2 – 3 per day with 2 or 3 people. Upon further review, we believe we can only cover 2 per day at best. Plus, we also need a civil representative to cover the associated sites. This additional effort, plus the time to review existing information and review the station operations with Township personnel has now all been included. We have revised our estimate. Please see the attached for your consideration.
>
> Let me know if there are any questions.
>
> Best,
>
> **Michael P. Cohen**
> Sr. Vice President
>
> o. 732.584.0273
> c. 732.713.5991
> mcohen@psands.com
>
> 3 Mountainview Road
> Warren, NJ 07059
>
> **Website** | **Instagram** | **LinkedIn**

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 133,000.00 or, if all 5 Projects awarded together $126,000.00

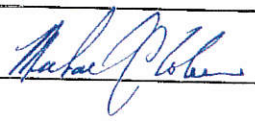
Project # & Description All Projects (#1, #2, #3, #4 & #10)

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

PETRY ENGINEERING, LLC

March 17, 2023

Mr. Louis Reynolds, CPWM/Supervisor
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: **PROPOSAL 23-055**
Engineering Services – Facilities Condition Assessment
Various Locations
West Orange, New Jersey

Dear Mr. Reynolds:

Thank you for the opportunity to offer our professional engineering services in connection with the condition assessment of multiple facilities throughout West Orange. Having performed numerous condition assessments throughout West Orange and the surrounding area, we are familiar with the engineering expertise you are looking for.

We understand the Township of West Orange would like comprehensive visual inspections performed at various facilities to establish their current condition and document deficiencies. During our inspections, we shall interview key personnel with intimate knowledge of the facilities and review existing building documents that may be available. Following our inspection, we shall prepare a report that establishes an overall condition and includes recommendations & cost estimates for the design & implementation of repairs. The items inspected shall include:

- Exterior Systems
  Foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, driveways, outside lighting, water lines, gathering areas, vegetation, and architectural components.

- Interior Systems
  Walls, doors, flooring, ceiling, hardware, architectural components, fire escapes, HVAC, electrical components, plumbing, fire protection, and elevProject #1 - 60 Main Streetators.

We propose to provide an investigation, evaluation, and recommendations at each facility listed in our Scope of Services. Our team will include civil/structural engineers, architects, an MEP engineer, and an elevator consultant. Petry Engineering, LLC shall provide a letter report presenting our observations along with recommendations for addressing noted issues.

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

We anticipate that the reports prepared by the MEP and elevator consultant shall be incorporated into ours to create one comprehensive document at the time of submittal.

Our services have been separated into five distinct "Projects" that are listed in your initial request.

Please note, our investigation & subsequent report does not include the design of necessary repairs to each facility. It will only assess the existing condition and make recommendations to address the issues. If repairs are necessary, we can prepare a separate proposal for that design effort.

Should the above summary meet your approval, we propose to provide professional engineering services for the design work as follows:

SCOPE OF SERVICES

Facility Condition Assessment & Report (each location)

1. Perform a review of available plans and record documents to be provided by you.

2. Perform a visual inspection of the exterior and interior systems to establish visible flaws or deterioration. This includes civil/structural, MEP, and elevator inspections by our team, along with taking photos and measurements as necessary to document and evaluate the noted issues.

   (Please note: Estimate energy consumption and efficiency upgrades are for lighting and mechanical equipment only. Detailed calculations or modeling are excluded.)

3. Conduct interviews of key personnel at each facility to obtain pertinent information regarding the condition of the various facility systems.

4. Review our initial findings with the Township's administration to discuss items discovered.

5. Provide draft reports to the Township for their comment.

6. Incorporate comments from the Township into our reports.

7. Prepare budgets for the recommended repairs of issues noted.

8. Prepare a comprehensive report outlining the facility's condition and recommended repairs. The report shall include photos and sketches as necessary to convey the required information.

REMUNERATION

We have established Lump Sum Fees for the services outlined above at the various project locations. Separate Price Proposals for each project are also attached. Our fees are as follows:

Facility Condition Assessment & Report

Project #1 – 60 Main Street	**Lump Sum**	**$ 25,850.00**
Project #2 – 92 Washington Street & 549 Valley Road	**Lump Sum**	**$ 25,890.00**
Project #3 – 60 ½ Cheery Street (Rec. Offices & Pool House)	**Lump Sum**	**$ 24,340.00**
Project #4 – 650 Pleasant Valley Way & 551 Valley Road	**Lump Sum**	**$ 25,600.00**
Project #10 – Pump Stations (PS)		
Cherry Lane PS	**Lump Sum**	**$ 8,600.00**
Dogwood PS	**Lump Sum**	**$ 8,600.00**
Grande PS	**Lump Sum**	**$ 8,600.00**
Haggerty PS	**Lump Sum**	**$ 8,600.00**
King PS	**Lump Sum**	**$ 8,600.00**
Northfield PS	**Lump Sum**	**$ 8,600.00**
Short Hills PS	**Lump Sum**	**$ 8,600.00**
Vitro PS	**Lump Sum**	**$ 8,600.00**

We will invoice you at the time of submittal of the documents to you. Payment is due in full within thirty days of invoice date. Past due invoices are subject to 1 1/2% interest per month and any and all collection fees including reasonable attorney fees. We reserve the right to stop work and freeze all records relating to any project with a past due balance.

Any additional meetings, site visits, or structural design tasks required shall be provided on an hourly basis in accordance with our 2023 rates for West Orange. We have included a separate rate for our MEP consultant with no mark up:

Principal (PE)	$200.00
Senior Engineer (PE)	$165.00
CADD Engineer	$155.00
MEP Consultant	$250.00

We trust that we have provided sufficient information for your review. Should you have any questions, please feel free to call.

Very truly yours,

PETRY ENGINEERING, LLC

Christopher J. Daly

Christopher J. Daly, PE

J. Michael Petry

J. Michael Petry, PE, PP, AIA

23-055 – Facility Condition Assessment – West Orange

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 25,850.00

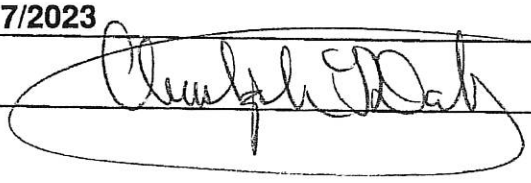
Project # & Description **Project #1 - 60 Main Street, aka Police Department**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 25,890.00

Project # & Description **Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature:

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 24,340.00

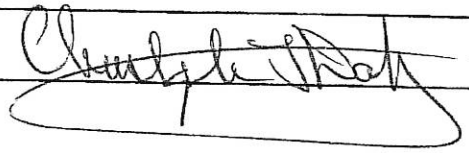
Project # & Description **Project #3 - 60 1/2 Cheery Street, aka Recreation Offices (including Ginny Duenkel Pool House)**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 25,600.00

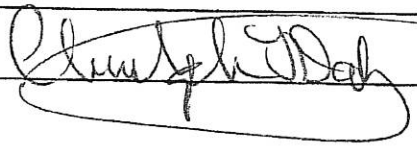
Project # & Description **Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Cherry Lane PS, 99 Cherry Lane**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 8,600.00

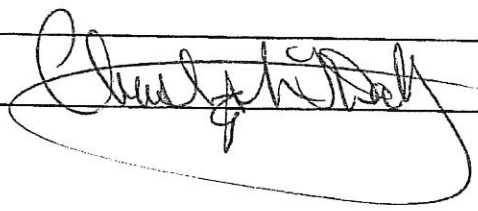
Project # & Description **Project #10 - Dogwood PS, 39 Dogwood Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Grande PS, 1 Rappleye Court**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Haggerty PS, 50 Haggerty Drive**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - King PS, 14 King Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

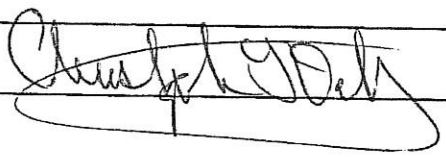
Project # & Description **Project #10 - Northfield PS, 794 Northfield Avenue**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Short Hills PS, 111 Old Short Hills Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

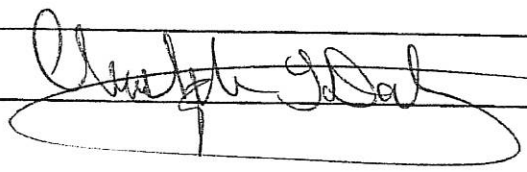
Project # & Description **Project #10 - Vitro PS, 198 Pleasant Valley Way**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

155-23
April 18, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Engineering Services for the facility assessment of the Katz Community Center, 650 Pleasant Valley Way and the West Orange Arts Center, 551 Valley Road; and

WHEREAS, the Township Engineer solicited a request for proposal from three professional engineering firms; and

WHEREAS, Boswell Engineering, 330 Philips Avenue, South Hackensack, NJ 07606 submitted a proposal dated March 30, 2023 for conducting a facility assessment at the Katz Community Center, 650 Pleasant Valley Way and the West Orange Arts Center, 551 Valley Road including a facility assessment report summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photographs, costs, schedule and assembled information gathered in a database in an amount not to exceed $18,262; and

WHEREAS, Boswell Engineering of South Hackensack, New Jersey responded to the Township's Request for Qualifications; and

WHEREAS, by letter dated April 11, 2023 the Township Engineer recommended professional services contract be awarded to Boswell Engineering, 330 Philips Avenue, Hackensack, NJ 07606; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with Boswell Engineering, 330 Philips Avenue, South Hackensack, NJ 07606 to

provide professional services for assessing the Katz Community Center, 650 Pleasant Valley Way and the West Orange Arts Center, 551 Valley Road including a facility assessment report summarizing alternatives for the proposed improvements for a fee of $18,262.00 in accordance with their proposal dated March 30, 2023.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

_____	_____
Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: **Account No. _____**

$18,262.00

_____

John Gross, Chief Financial Officer

2.0 Scope of Services

The Township of West Orange is soliciting proposals from professional consulting firms that provide facility condition assessment services for buildings and related infrastructure including sidewalks, parking lots, and driveways at various Township locations. The Township is seeking proposals from qualified individuals or firms that provide comprehensive Facility Condition Assessment Services, including complete software capabilities as described herein. The Township may contract with two or more Respondents to perform the Services.

2.1 Project Description

For each of the projects identified in Appendix 2, Services shall include but not be limited to the following:

1) All services shall be provided in a manner consistent with ASTM E2018 - current edition.
2) Buildings shall be assessed singly or in groups as directed by the Township.
3) Conduct interview sessions with appropriate Township staff and facilities stakeholders.
4) Perform site visits and review of existing conditions of all selected facilities.
5) Review building construction documents and prior facility condition reports.
6) Organize collected data using the Construction Specifications Institute UniFormat.
7) Review initial findings with the Township's administration as directed to discuss items discovered.
8) Provide draft reports consisting of analysis of building systems: identification and repair recommendations of deficiencies; development of Facilities Condition Index Numbers; and digital report documentation.
9) Cost estimation.
10) Incorporate review comments, enter or update buildings in software/database, issue final documentation in searchable electronic format.

Detailed required services shall include, but are not limited to:

1) Identifying and documenting current facility condition and deficiencies
2) Recommending corrections for deficiencies
3) Providing cost estimates for corrections
4) Recommending three, five, seven, and ten-year schedule for implementing corrective measures, categorized as follows:
    a. Life-safety
    b. Critical
    c. Moderate
    d. Normal Maintenance
    e. Deferred Maintenance
5) Summarizing all data collections, recommendations and cost in a searchable digital file format.
6) The Consultant will meet with Township of West Orange staff to identify all reliable sources of existing building information and past facility condition assessments such as building lists, plans, surveys, campus maps, previous assessments, deferred maintenance studies, and capital projects planning. Township of West Orange will provide any past studies and detailed evaluation reports such as:
    a. Energy Savings Performance Contracts
    b. Previous Facility Condition Assessment studies

c. Capital Planning
d. Detailed Technical studies
e. Roofing studies
f. Building drawings: mechanical, electrical, architectural, structural, and civil in PDF version.
g. Facility Replacement costs
h. Building maintenance histories
i. Any other special studies conducted

Where applicable, previous studies will be incorporated into the database and reflected in the final reports.

The types of building systems and surrounding infrastructure surveyed may vary with each building and shall include, but are not limited to, the following systems:

1) Exterior Systems: foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, and Township-owned driveways. Exterior electrical to include outside lighting, all types of exterior water lines, exterior gathering areas, exterior vegetation, exterior architectural components.
2) Interior Systems: walls, doors, flooring, ceiling, hardware, architectural components
    a. Fire/Life Safety issues (including hazards, alarms, fire escapes, exit codes)
    b. Heating, Ventilation and Air Conditioning, including controls and terminal units (condition)
    c. Electrical and Electrical Distribution (condition)
    d. Plumbing Systems: fixtures, supply, storm and sanitary drainage, on and off valves, irrigation
    e. Fire Protection
    f. Special Construction
    g. Specialized Equipment & Systems
    h. Vertical Transportation Systems
    i. Perform In-Depth Elevator Study: Engage an elevator consultant to provide a detailed study of elevator equipment and efficiency
3) Regulatory deficits to be highlighted as noted in reports

2.2 Method of Collection

A. General

The Consultant shall visually inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The Inspection team will include architects and engineers. The Consultant will thoroughly examine building systems using non-destructive on-site observations to compile a complete assessment of current conditions, then use an approved database to record cost data and expected life cycles. The Consultant will create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to twenty (20) years. The Consultant will utilize processes that eliminate variability and produce accurate facility information.

B. Inspector Training

Consultant will ensure that the inspection staff has the appropriate training and equipment to record consistent and accurate data.

C. Township of West Orange Staff Interviews

In order to understand the operating characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Consultant will interview knowledgeable Township of West Orange Director, project managers, engineers and/or maintenance staff for each facility, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

D. Inspection Schedule

Consultant will coordinate with Township of West Orange staff for dates and times to conduct on-site inspections. A master schedule of the entire project will then be circulated for review.

E. Inspections

The method of the inspection process shall allow for a comprehensive inspection of observable systems while utilizing input from knowledgeable Township of West Orange staff to compliment the assessment of current conditions with details of the facilities' background. At a minimum, Inspectors shall gather the following information on each property:

Property Characteristics – An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system

Age – Identification of the year each system component was installed

Current Condition – An assessment of the current condition of each system component and a determination of the level of repair necessary to restore these components to optimal condition or year the asset is to be replaced

For purposes of consistency, building system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level shall be defined for individual components and shall include as a minimum:

Life Safety
Critical
Moderate
Normal Maintenance
Deferred Maintenance

Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities

2.3 Assessment and Reporting Format

The facility assessment report should describe the potential impacts on environmental and cultural resources, summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photography, costs, schedule and any and all other gathered information will be assembled in a database and reported in a manner to allow for the Township to query and plan for addressing of deficiencies based on criticality and schedule. As a minimum database reporting structure shall include:

1. Address
    a. Building
    b. System Inventory and Equipment
        i. Individual equipment (or material or distribution)
            a. Specific operating data
            b. Condition Assessment
            c. Deficiencies
            d. Estimated cost to repair
            e. Estimated implementation schedule
            f. Prioritization of System & Equipment Repairs
            g. Comments
        ii. Operational state
            a. Operating as originally intended
            b. Operating as modified or repaired
            c. Date of most recent modification or repair
            d. Suggested improvements
            e. Remaining Useful Life
        iii. Estimated energy consumption
            a. Energy consumption estimates
            b. Energy efficiency estimates
            c. Suggested improvements
        iv. License & Permits
            a. State or Local Agency with jurisdiction over the facility

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ _____

Project # & Description _____

Price Proposal Signature

Name: _____

Title: _____

Date: _____

Signature: _____

APPENDIX 2 – PROJECTS

(all West Orange, New Jersey 07052)

Project #1 – 60 Main Street, aka Police Department

Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau

Project #3 – 60 ½ Cherry Street, aka Recreation Offices (including Ginny Duenkel Pool House)

Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;

Project #5 - Cherry Street & Franklin Ave, aka Colgate Park Field House, Alisa Drive & Pleasant Valley Way, aka Degnan Park Field House; Main Street & Park Ave, aka Lafayette Park Field House; Ridgeway Ave, aka Ridgeway Park Pavilion; Ralph Road & Lorelei Road, aka O'Connor Park Field House; St. Cloud Ave., aka Stagg Field House; and 60 ½ Cherry Street, aka Ginny Duenkel Pool House.

Project #7 – 110 Franklin Avenue (Parks and Recreation Maintenance Facility)

Project #8 – 4 Boland Drive, aka Oskar Schindler Performing Arts Center (OSPAC); 551 Valley Road, aka West Orange Arts Center;

Project #9 - 590 Mt. Pleasant Avenue, aka West Orange Environmental Center

Project #10 – Pump Stations (PS):

1. Cherry Lane PS, 99 Cherry Lane
2. Dogwood PS, 39 Dogwood Road
3. Grande PS, 1 Rappleye Court
4. Haggerty PS, 50 Haggerty Drive
5. King PS, 14 King Road
6. Northfield PS, 794 Northfield Avenue
7. Short Hills PS, 111 Old Short Hills Road
8. Vitro PS, 198 Pleasant Valley Way

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ $25,366

Project # & Description Project #1 - 60 Main Street, aka Police Department

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$1,816		$1,656				$3,472
Task 3	Inspections		$3,632		$1,656				$5,288
Task 4	Assessment		$1,816		$3,312				$5,128
Task 5	Report Preparation	$454	$3,632		$4,968		$1,352		$10,406
	Sub-Totals	$454	$10,896		$11,592		$1,352	$1,072	$25,366

Total Cost: $25,366

Boswell Engineering

Man-Hours for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		8		8				16
Task 3	Inspections		16		8				24
Task 4	Assessment		8		16				24
Task 5	Report Preparation	2	16		24		8		50
	Sub-Totals	2	48		56		8	8	122

Total Man-Hours: 122

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 18,469

Project # & Description Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station

Price Proposal Signature

Name: Kevin J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing th WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$1,035				$2,851
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,143		$1,352	$1,072	$18,469

Total Cost: $18,469

Boswell Engineering

Man-Hours for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing the WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		5				13
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		49		8	8	91

Total Man-Hours: 91

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 18,676

Project # & Description Project #3 - 60 1/2 Cherry St, aka Recreation Offices (including Ginny Duenkel Pool House)

Price Proposal Signature

Name: Kevin J. Boswell, P.E

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost proposal for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$1,242				$2,150
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,350		$1,352	$1,072	$18,676

Total Cost: $18,676

Boswell Engineering

Man- Hours for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		6				10
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		50		8	8	92

Total Man-Hours: 92

APPENDIX 1 - PRICE PROPOSALS

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,262

Project # & Description Project #4 - 650 Pleasant Valley Way, aka Katz Community Center;
551 Valley Road, aka West Orange Arts Center

Price Proposal Signature

Name: Kevin, J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$9,936		$1,352	$1,072	$18,262

Total Cost: $18,262

Boswell Engineering

Man-Hours for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		48		8	8	90

Total Man-Hours: 90

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 67,879

Project # & Description Project #10 - Pump Stations (PS): Cherry Lane PS; Dogwood PS; Grande PS; Haggerty PS; King PS; Northfield PS; Short Hills PS; Vitro PS

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road; Vitro PS, 198 Pleasant Valley Way, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title --------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name --------->									Task Totals
Hourly Rates --------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		$4,540			$1,930			$6,470
Task 2	Township of West Orange Interviews		$1,816	$1,752					$3,568
Task 3	Inspections		$10,896		$9,936				$20,832
Task 4	Assessment		$9,080	$2,190	$4,140	$3,860	$338	$268	$19,876
Task 5	Report Preparation	$227	$9,080	$2,190	$4,140	$1,158	$338		$17,133
	Sub-Totals	$227	$35,412	$6,132	$18,216	$6,948	$676	$268	$67,879

Total Cost: $67,879

Boswell Engineering

Man-Hours for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road;

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		20			10			30
Task 2	Township of West Orange Interviews		8	8					16
Task 3	Inspections		48		48				96
Task 4	Assessment		40	10	20	20	2	2	94
Task 5	Report Preparation	1	40	10	20	6	2		79
	Sub-Totals	1	156	28	88	36	4	2	315

Total Man-Hours: 315

March 20, 2023
09023.0365

Township of West Orange
60 Main Street
West Orange, New Jersey 070052

Education
Energy Utility
Healthcare
Public Works
Real Estate
Science & Technology

Attn: Mr. John Gross, Business Administrator

Re: Consulting Architectural & Engineering Services
West Orange Facilities Assessments

Dear Mr. Gross:

1.0 INTRODUCTION

Paulus, Sokolowski and Sartor Engineering, PC (PS&S) appreciates the opportunity to provide this proposal to the Township of West Orange (West Orange, or Client) to perform a Property Condition Assessment (PCA) of five Project sites as identified by West Orange in a recent scoping document provided by the Township. The subject properties include the following:

- Project #1 – 60 Main Street (Police Station)
- Project #2 – 92 Washington St, and 549 Valley Road (Sub Stations)
- Project #3 – 60 ½ Cherry Street (Ginny Dunkel Pool House)
- Project #4 – 650 Pleasant Valley Way (Katz Community Center), and 551 Valley Road (West Orange Arts Center)
- Project #5 – Eight (8) individual pump stations

PS&S understands that West Orange would like a cost proposal for each project individually. We also understand that Project #1 is the first priority and that an expedited schedule for it is desired. PS&S is prepared to commence work on that Project shortly after authorization.

2.0 SCOPE OF SERVICES

PS&S proposes to perform a condition assessment of the buildings by visual means facilitated by a walk-through around the exterior and interior of each specific building and site. The walk-through team will include an Architect, Civil Engineer, Structural Engineer and Engineer(s) specializing in HVAC, Electrical and Plumbing & Fire Protection systems. At the eight pump stations, the walk-through team will include an Engineer specializing in Waste-Water pumping stations and systems.

PS&S understands the main purpose of our assessment is to identify and quantify building systems in need of repair or replacement to support an order of magnitude cost estimate. This includes the building envelope (walls, roof, windows, doors), floors, interior finishes, floor and roof framing, foundations, evidence of settlement or distress, and condition of MEP/FP systems (and, at the pump stations, conditions of the pumping equipment). The

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

observation process will be performed in accordance with general standards of ASTM E-2018, Property Condition Assessments.

We note that problematic conditions hidden from view may not be identified. Where suspicion of problematic conditions exist, additional testing, investigation or removal of finishes may be recommended. PS&S will discuss and review these matters, if any, with the Client upon completion of our initial assessment. Additional investigatory work is not included in the scope of services addressed by this proposal.

We assume knowledgeable building maintenance personnel will be available during our field reconnaissance to discuss the performance of existing systems.

All field observation notes will be compiled into a letter-report, summarizing our findings and highlighting problematic conditions. Photographs will be recorded for reference purposes. The report will include a Conceptual (Order of Magnitude) Construction Cost Estimate for implementation of recommendations contained within the report. The estimate will be done on a square foot or unit price basis. PS&S will be available to discuss our report with the Client, as required.

3.0 CLARIFICATIONS

We note the following Clarification and/or limitations to our scope of services. Most of these can be provided as an additional service if desired/requested by the Township.

- No destructive or intrusive inspection techniques will be employed. Observations will be made of only those areas that are readily accessible and visually exposed to view. Removal of interior finishes to observe hidden spaces is not a part of this proposal. This proposal does not include any allowance for the use of scissor lifts, portable scaffolding, or similar equipment that may become necessary to observe difficult or inaccessible areas. If the need for specialized observation equipment becomes necessary, the matter will be discussed with the Client so that appropriate arrangements may be coordinated. The cost of such specialized equipment would be the responsibility of the Client.

- An Environmental assessment of the facilities is not included in this proposal.

- We have not included a detailed review of the facilities for current code compliance.

- We have not included the following items which are referenced in the scoping document:

    - Three, five, seven and ten-year schedule for implementing corrective measures.
    - We have not included an elevator consultant.
    - Development of Facilities Condition Index Numbers are not included.

- Creating software/data base and Entering/Updating buildings in software/data base is not included.
- Energy consumption and efficiency estimates are not included.
- License & Permits.

4.0 PROFESSIONAL FEES

PS&S proposes to provide the services described above for a lump sum fee, inclusive of reimbursable expenses, for each Project as shown on the attached Price Proposal Forms. These services will be performed in accordance with the terms and conditions of the attached PS&S' *Standard Schedule of Charges & Hourly Rates* dated January 1, 2023, and *General Conditions of Service* dated February 1, 2023 (the Schedule).

5.0 AUTHORIZATION

PS&S is pleased to be of service to West Orange and to provide this proposal. If the scope and professional fee described herein meet your approval, please return a signed copy to authorize the work or issue the appropriate Township PO. We look forward to assisting you with this project.

Very truly yours,

Paulus, Sokolowski and Sartor Engineering, PC

Michael P. Cohen, PE, PMP
Senior Vice President

cc: HT Osborne, PS&S
Lisa DiGerolamo, PS&S

attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
NAME:
TITLE:
DATE:

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the " Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expense incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges and Hourly rates, subject to modification by PS&S as per the language in the Schedule of Charges. If PS&S is to be paid on a lump-sum basis, compensation shall be paid on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

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 Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable 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; special mailing 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 any failure by the Client to timely respond 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 any pandemic-related impact, 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 overdue 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 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. Projects with current payment status receive the first commitment of PS&S's resources.

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. STANDARD OF CARE AND 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 that affect the design documentation or Services provided by PS&S, any 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 and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

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 electronic copies of Design Documents but solely in connection with its use on the Project. The Design 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 Design 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 different, unintended 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"), without the knowledge and consent of PS&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 and provide notice of any issues or irregularities upon receipt of the files. Otherwise, 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. Documents that may be relied upon by the Client, or its User(s) are limited to the versions 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.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services, but only to the extent such claims arise out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. 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.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

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 January 1, 2023, but may be modified thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category.

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.

Billable Hourly Rate	Title
$ 235	Executive VP, Principal LSRP, SVP, VP
$ 230	Sr. Director, Director, Lead Surveyor
$ 225	Sr. Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer), Sr. Project Manager, Sr. Project LSRP, Scientific Leader, Sr. (CAD/BIM Manager, Construction Field Specialist), Project Controls Manager
$ 205	Project Manager, Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer, Project Scientist), Sr. (Project Surveyor, Operations Analyst, LSRP), Construction Field Specialist, CAD/BIM Manager, Survey Crew Coordinator
$ 185	Sr. Project (Architect, Engineer, Landscape Architect, Planner) Lead (Designer, Scientist, GIS Analyst), Lead Project CAD/BIM Technician, Sr. Surveyor, Project LSRP
$ 170	Sr. (Architect, Engineer, Landscape Architect, Planner, Archaeologist, Architectural Historian), Sr. Project (Designer, Scientist), Lead (Construction Inspector, Project Controls Analyst, CAD/BIM technician), Operations Analyst, Project Surveyor, LSRP
$ 160	Sr. (Construction Inspector, Crew Chief), Project Coordinator
$ 155	Project (Architect, Engineer, Landscape Architect, Planner), Sr. (Designer, Scientist, GIS Analyst), Sr. Project CAD/BIM Technician, Archaeologist III, Principal Investigator, Surveyor, Survey Technician
$ 145	Architect, Engineer, Landscape Architect, Planner, GIS Analyst, Project (Designer, Scientist), Sr. (CAD/BIM Technician, Project Controls Analyst)
$ 135	Crew Chief, Archaeologist/Architectural Historian II, Survey CAD Technician, Project Construction Inspector
$ 130	Technical (Designer, Scientist), Project CAD/BIM Technician, Archaeologist/Architectural Historian I
$ 120	Designer, Scientist, CAD/BIM Technician, Field/GIS Technician
$ 105	Project Controls Analyst, Sr. Administrative Support
$ 105	Instrument Operator, Construction Inspector
$ 85	Administrative Support

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

$ 265	2-person crew	$345	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.

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 31,000.00

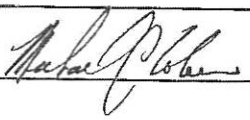
Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 21,000.00

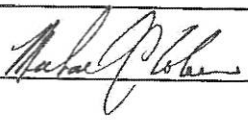
Project # & Description Project #1 - 60 Main Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

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Total Proposed Cost: $ 24,000.00

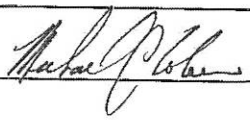
Project # & Description Project #2 - 92 Washington St & 549 Valley Road

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 18,000.00

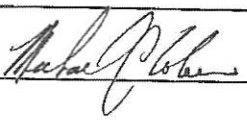
Project # & Description Project #3 - 60 1/2 Cherry Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 44,000.00

Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature:

Zayibeth Carballo

From: Louis Reynolds
Sent: Tuesday, April 4, 2023 10:45 AM
To: Zayibeth Carballo
Subject: Fwd: Request for Proposal West Orange - Revised
Attachments: image001.png; image001.png; image001.png; Price Proposal_westorange.org_20230306_#5R.pdf; Price Proposal_westorange.org_20230306_ALL_R.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Revised quote . Along with the interpretation for the revision.

Sent from my iPhone

Begin forwarded message:

> **From:** Michael Cohen <Mcohen@psands.com>
> **Date:** April 4, 2023 at 10:25:07 AM EDT
> **To:** Louis Reynolds <lreynolds@westorange.org>
> **Subject: Request for Proposal West Orange - Revised**
>
> Lou:
> We looked again at our estimate for the assessments of the eight (8)pump stations. We had assumed we could cover 2 – 3 per day with 2 or 3 people. Upon further review, we believe we can only cover 2 per day at best. Plus, we also need a civil representative to cover the associated sites. This additional effort, plus the time to review existing information and review the station operations with Township personnel has now all been included. We have revised our estimate. Please see the attached for your consideration.
>
> Let me know if there are any questions.
>
> Best,
>
> **Michael P. Cohen**
> Sr. Vice President
>
> o. 732.584.0273
> c. 732.713.5991
> mcohen@psands.com
>
> 3 Mountainview Road
> Warren, NJ 07059
>
> **Website** | **Instagram** | **LinkedIn**

Instructions

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Total Proposed Cost: $ 133,000.00 or, if all 5 Projects awarded together $126,000.00

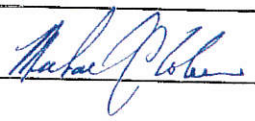
Project # & Description All Projects (#1, #2, #3, #4 & #10)

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

PETRY ENGINEERING, LLC

March 17, 2023

Mr. Louis Reynolds, CPWM/Supervisor
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: **PROPOSAL 23-055**
Engineering Services – Facilities Condition Assessment
Various Locations
West Orange, New Jersey

Dear Mr. Reynolds:

Thank you for the opportunity to offer our professional engineering services in connection with the condition assessment of multiple facilities throughout West Orange. Having performed numerous condition assessments throughout West Orange and the surrounding area, we are familiar with the engineering expertise you are looking for.

We understand the Township of West Orange would like comprehensive visual inspections performed at various facilities to establish their current condition and document deficiencies. During our inspections, we shall interview key personnel with intimate knowledge of the facilities and review existing building documents that may be available. Following our inspection, we shall prepare a report that establishes an overall condition and includes recommendations & cost estimates for the design & implementation of repairs. The items inspected shall include:

- Exterior Systems
  Foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, driveways, outside lighting, water lines, gathering areas, vegetation, and architectural components.

- Interior Systems
  Walls, doors, flooring, ceiling, hardware, architectural components, fire escapes, HVAC, electrical components, plumbing, fire protection, and elevProject #1 - 60 Main Streetators.

We propose to provide an investigation, evaluation, and recommendations at each facility listed in our Scope of Services. Our team will include civil/structural engineers, architects, an MEP engineer, and an elevator consultant. Petry Engineering, LLC shall provide a letter report presenting our observations along with recommendations for addressing noted issues.

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

We anticipate that the reports prepared by the MEP and elevator consultant shall be incorporated into ours to create one comprehensive document at the time of submittal.

Our services have been separated into five distinct "Projects" that are listed in your initial request.

Please note, our investigation & subsequent report does not include the design of necessary repairs to each facility. It will only assess the existing condition and make recommendations to address the issues. If repairs are necessary, we can prepare a separate proposal for that design effort.

Should the above summary meet your approval, we propose to provide professional engineering services for the design work as follows:

SCOPE OF SERVICES

Facility Condition Assessment & Report (each location)

1. Perform a review of available plans and record documents to be provided by you.

2. Perform a visual inspection of the exterior and interior systems to establish visible flaws or deterioration. This includes civil/structural, MEP, and elevator inspections by our team, along with taking photos and measurements as necessary to document and evaluate the noted issues.

   (Please note: Estimate energy consumption and efficiency upgrades are for lighting and mechanical equipment only. Detailed calculations or modeling are excluded.)

3. Conduct interviews of key personnel at each facility to obtain pertinent information regarding the condition of the various facility systems.

4. Review our initial findings with the Township's administration to discuss items discovered.

5. Provide draft reports to the Township for their comment.

6. Incorporate comments from the Township into our reports.

7. Prepare budgets for the recommended repairs of issues noted.

8. Prepare a comprehensive report outlining the facility's condition and recommended repairs. The report shall include photos and sketches as necessary to convey the required information.

REMUNERATION

We have established Lump Sum Fees for the services outlined above at the various project locations. Separate Price Proposals for each project are also attached. Our fees are as follows:

Facility Condition Assessment & Report

Project #1 – 60 Main Street	**Lump Sum**	**$ 25,850.00**
Project #2 – 92 Washington Street & 549 Valley Road	**Lump Sum**	**$ 25,890.00**
Project #3 – 60 ½ Cheery Street (Rec. Offices & Pool House)	**Lump Sum**	**$ 24,340.00**
Project #4 – 650 Pleasant Valley Way & 551 Valley Road	**Lump Sum**	**$ 25,600.00**
Project #10 – Pump Stations (PS)		
Cherry Lane PS	**Lump Sum**	**$ 8,600.00**
Dogwood PS	**Lump Sum**	**$ 8,600.00**
Grande PS	**Lump Sum**	**$ 8,600.00**
Haggerty PS	**Lump Sum**	**$ 8,600.00**
King PS	**Lump Sum**	**$ 8,600.00**
Northfield PS	**Lump Sum**	**$ 8,600.00**
Short Hills PS	**Lump Sum**	**$ 8,600.00**
Vitro PS	**Lump Sum**	**$ 8,600.00**

We will invoice you at the time of submittal of the documents to you. Payment is due in full within thirty days of invoice date. Past due invoices are subject to 1 1/2% interest per month and any and all collection fees including reasonable attorney fees. We reserve the right to stop work and freeze all records relating to any project with a past due balance.

Any additional meetings, site visits, or structural design tasks required shall be provided on an hourly basis in accordance with our 2023 rates for West Orange. We have included a separate rate for our MEP consultant with no mark up:

Principal (PE)	$200.00
Senior Engineer (PE)	$165.00
CADD Engineer	$155.00
MEP Consultant	$250.00

We trust that we have provided sufficient information for your review. Should you have any questions, please feel free to call.

Very truly yours,

PETRY ENGINEERING, LLC

Christopher J. Daly

Christopher J. Daly, PE

J. Michael Petry

J. Michael Petry, PE, PP, AIA

23-055 – Facility Condition Assessment – West Orange

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 25,850.00

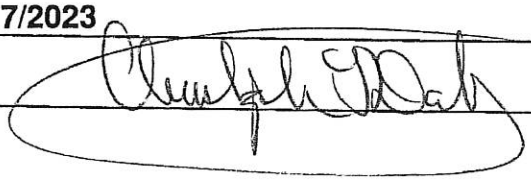
Project # & Description **Project #1 - 60 Main Street, aka Police Department**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 25,890.00

Project # & Description **Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature:

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 24,340.00

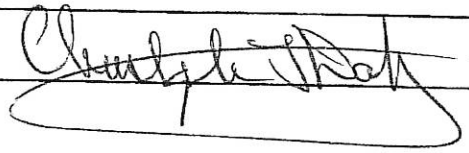
Project # & Description **Project #3 - 60 1/2 Cheery Street, aka Recreation Offices (including Ginny Duenkel Pool House)**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 25,600.00

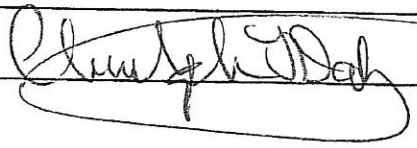
Project # & Description **Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Cherry Lane PS, 99 Cherry Lane**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

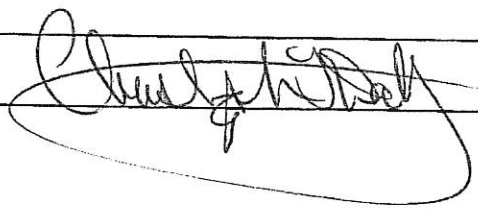
Project # & Description **Project #10 - Dogwood PS, 39 Dogwood Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Grande PS, 1 Rappleye Court**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Haggerty PS, 50 Haggerty Drive**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - King PS, 14 King Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

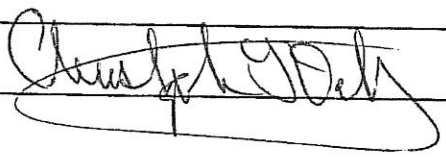
Project # & Description **Project #10 - Northfield PS, 794 Northfield Avenue**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Short Hills PS, 111 Old Short Hills Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

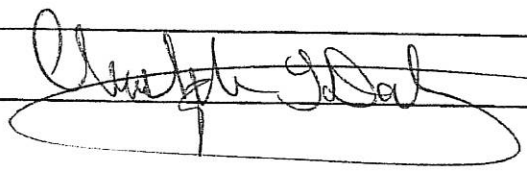
Project # & Description **Project #10 - Vitro PS, 198 Pleasant Valley Way**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

156-23
April 18, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Engineering Services for the facility assessment of the Police Building, 60 Main Street; and

WHEREAS, the Township Engineer solicited a request for proposal from three professional engineering firms; and

WHEREAS, PS&S, 3 Mountainview Road, Warren NJ 07059 submitted a proposal dated March 20, 2023 for conducting a facility assessment at the Police Building, 60 Main Street including a facility assessment report summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photographs, costs, schedule and assembled information gathered in a database in an amount not to exceed $21,000; and

WHEREAS, PS&S of Warren, New Jersey responded to the Township's Request for Qualifications; and

WHEREAS, by letter dated April 11, 2023 the Township Engineer recommended professional services contract be awarded to PS&S, 3 Mountainview Road, Warren, NJ 07059; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services Contract with PS&S, 3 Mountainview Road, Warren, NJ 07059 to provide professional services for assessing the Police Building, 60 Main Street including a facility assessment report

summarizing alternatives for the proposed improvements for a fee of $21,000.00 in accordance with their proposal dated March 20, 2023.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

_____	_____
Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. _____
$21,000.00

_____
John Gross, Chief Financial Officer

2.0 Scope of Services

The Township of West Orange is soliciting proposals from professional consulting firms that provide facility condition assessment services for buildings and related infrastructure including sidewalks, parking lots, and driveways at various Township locations. The Township is seeking proposals from qualified individuals or firms that provide comprehensive Facility Condition Assessment Services, including complete software capabilities as described herein. The Township may contract with two or more Respondents to perform the Services.

2.1 Project Description

For each of the projects identified in Appendix 2, Services shall include but not be limited to the following:

1) All services shall be provided in a manner consistent with ASTM E2018 - current edition.
2) Buildings shall be assessed singly or in groups as directed by the Township.
3) Conduct interview sessions with appropriate Township staff and facilities stakeholders.
4) Perform site visits and review of existing conditions of all selected facilities.
5) Review building construction documents and prior facility condition reports.
6) Organize collected data using the Construction Specifications Institute UniFormat.
7) Review initial findings with the Township's administration as directed to discuss items discovered.
8) Provide draft reports consisting of analysis of building systems: identification and repair recommendations of deficiencies; development of Facilities Condition Index Numbers; and digital report documentation.
9) Cost estimation.
10) Incorporate review comments, enter or update buildings in software/database, issue final documentation in searchable electronic format.

Detailed required services shall include, but are not limited to:

1) Identifying and documenting current facility condition and deficiencies
2) Recommending corrections for deficiencies
3) Providing cost estimates for corrections
4) Recommending three, five, seven, and ten-year schedule for implementing corrective measures, categorized as follows:
    a. Life-safety
    b. Critical
    c. Moderate
    d. Normal Maintenance
    e. Deferred Maintenance
5) Summarizing all data collections, recommendations and cost in a searchable digital file format.
6) The Consultant will meet with Township of West Orange staff to identify all reliable sources of existing building information and past facility condition assessments such as building lists, plans, surveys, campus maps, previous assessments, deferred maintenance studies, and capital projects planning. Township of West Orange will provide any past studies and detailed evaluation reports such as:
    a. Energy Savings Performance Contracts
    b. Previous Facility Condition Assessment studies

c. Capital Planning
d. Detailed Technical studies
e. Roofing studies
f. Building drawings: mechanical, electrical, architectural, structural, and civil in PDF version.
g. Facility Replacement costs
h. Building maintenance histories
i. Any other special studies conducted

Where applicable, previous studies will be incorporated into the database and reflected in the final reports.

The types of building systems and surrounding infrastructure surveyed may vary with each building and shall include, but are not limited to, the following systems:

1) Exterior Systems: foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, and Township-owned driveways. Exterior electrical to include outside lighting, all types of exterior water lines, exterior gathering areas, exterior vegetation, exterior architectural components.
2) Interior Systems: walls, doors, flooring, ceiling, hardware, architectural components
    a. Fire/Life Safety issues (including hazards, alarms, fire escapes, exit codes)
    b. Heating, Ventilation and Air Conditioning, including controls and terminal units (condition)
    c. Electrical and Electrical Distribution (condition)
    d. Plumbing Systems: fixtures, supply, storm and sanitary drainage, on and off valves, irrigation
    e. Fire Protection
    f. Special Construction
    g. Specialized Equipment & Systems
    h. Vertical Transportation Systems
    i. Perform In-Depth Elevator Study: Engage an elevator consultant to provide a detailed study of elevator equipment and efficiency
3) Regulatory deficits to be highlighted as noted in reports

2.2 Method of Collection

A. General

The Consultant shall visually inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The Inspection team will include architects and engineers. The Consultant will thoroughly examine building systems using non-destructive on-site observations to compile a complete assessment of current conditions, then use an approved database to record cost data and expected life cycles. The Consultant will create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to twenty (20) years. The Consultant will utilize processes that eliminate variability and produce accurate facility information.

B. Inspector Training

Consultant will ensure that the inspection staff has the appropriate training and equipment to record consistent and accurate data.

C. Township of West Orange Staff Interviews

In order to understand the operating characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Consultant will interview knowledgeable Township of West Orange Director, project managers, engineers and/or maintenance staff for each facility, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

D. Inspection Schedule

Consultant will coordinate with Township of West Orange staff for dates and times to conduct on-site inspections. A master schedule of the entire project will then be circulated for review.

E. Inspections

The method of the inspection process shall allow for a comprehensive inspection of observable systems while utilizing input from knowledgeable Township of West Orange staff to compliment the assessment of current conditions with details of the facilities' background. At a minimum, Inspectors shall gather the following information on each property:

Property Characteristics – An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system

Age – Identification of the year each system component was installed

Current Condition – An assessment of the current condition of each system component and a determination of the level of repair necessary to restore these components to optimal condition or year the asset is to be replaced

For purposes of consistency, building system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level shall be defined for individual components and shall include as a minimum:

Life Safety
Critical
Moderate
Normal Maintenance
Deferred Maintenance

Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities

2.3 Assessment and Reporting Format

The facility assessment report should describe the potential impacts on environmental and cultural resources, summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photography, costs, schedule and any and all other gathered information will be assembled in a database and reported in a manner to allow for the Township to query and plan for addressing of deficiencies based on criticality and schedule. As a minimum database reporting structure shall include:

1. Address
    a. Building
    b. System Inventory and Equipment
        i. Individual equipment (or material or distribution)
            a. Specific operating data
            b. Condition Assessment
            c. Deficiencies
            d. Estimated cost to repair
            e. Estimated implementation schedule
            f. Prioritization of System & Equipment Repairs
            g. Comments
        ii. Operational state
            a. Operating as originally intended
            b. Operating as modified or repaired
            c. Date of most recent modification or repair
            d. Suggested improvements
            e. Remaining Useful Life
        iii. Estimated energy consumption
            a. Energy consumption estimates
            b. Energy efficiency estimates
            c. Suggested improvements
        iv. License & Permits
            a. State or Local Agency with jurisdiction over the facility

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ _____

Project # & Description _____

Price Proposal Signature

Name: _____

Title: _____

Date: _____

Signature: _____

APPENDIX 2 – PROJECTS

(all West Orange, New Jersey 07052)

Project #1 – 60 Main Street, aka Police Department

Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau

Project #3 – 60 ½ Cherry Street, aka Recreation Offices (including Ginny Duenkel Pool House)

Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;

Project #5 - Cherry Street & Franklin Ave, aka Colgate Park Field House, Alisa Drive & Pleasant Valley Way, aka Degnan Park Field House; Main Street & Park Ave, aka Lafayette Park Field House; Ridgeway Ave, aka Ridgeway Park Pavilion; Ralph Road & Lorelei Road, aka O'Connor Park Field House; St. Cloud Ave., aka Stagg Field House; and 60 ½ Cherry Street, aka Ginny Duenkel Pool House.

Project #7 – 110 Franklin Avenue (Parks and Recreation Maintenance Facility)

Project #8 – 4 Boland Drive, aka Oskar Schindler Performing Arts Center (OSPAC); 551 Valley Road, aka West Orange Arts Center;

Project #9 - 590 Mt. Pleasant Avenue, aka West Orange Environmental Center

Project #10 – Pump Stations (PS):

1. Cherry Lane PS, 99 Cherry Lane
2. Dogwood PS, 39 Dogwood Road
3. Grande PS, 1 Rappleye Court
4. Haggerty PS, 50 Haggerty Drive
5. King PS, 14 King Road
6. Northfield PS, 794 Northfield Avenue
7. Short Hills PS, 111 Old Short Hills Road
8. Vitro PS, 198 Pleasant Valley Way

March 20, 2023
09023.0365

Township of West Orange
60 Main Street
West Orange, New Jersey 070052

Education
Energy Utility
Healthcare
Public Works
Real Estate
Science & Technology

Attn: Mr. John Gross, Business Administrator

Re: Consulting Architectural & Engineering Services
West Orange Facilities Assessments

Dear Mr. Gross:

1.0 INTRODUCTION

Paulus, Sokolowski and Sartor Engineering, PC (PS&S) appreciates the opportunity to provide this proposal to the Township of West Orange (West Orange, or Client) to perform a Property Condition Assessment (PCA) of five Project sites as identified by West Orange in a recent scoping document provided by the Township. The subject properties include the following:

- Project #1 – 60 Main Street (Police Station)
- Project #2 – 92 Washington St, and 549 Valley Road (Sub Stations)
- Project #3 – 60 ½ Cherry Street (Ginny Dunkel Pool House)
- Project #4 – 650 Pleasant Valley Way (Katz Community Center), and 551 Valley Road (West Orange Arts Center)
- Project #5 – Eight (8) individual pump stations

PS&S understands that West Orange would like a cost proposal for each project individually. We also understand that Project #1 is the first priority and that an expedited schedule for it is desired. PS&S is prepared to commence work on that Project shortly after authorization.

2.0 SCOPE OF SERVICES

PS&S proposes to perform a condition assessment of the buildings by visual means facilitated by a walk-through around the exterior and interior of each specific building and site. The walk-through team will include an Architect, Civil Engineer, Structural Engineer and Engineer(s) specializing in HVAC, Electrical and Plumbing & Fire Protection systems. At the eight pump stations, the walk-through team will include an Engineer specializing in Waste-Water pumping stations and systems.

PS&S understands the main purpose of our assessment is to identify and quantify building systems in need of repair or replacement to support an order of magnitude cost estimate. This includes the building envelope (walls, roof, windows, doors), floors, interior finishes, floor and roof framing, foundations, evidence of settlement or distress, and condition of MEP/FP systems (and, at the pump stations, conditions of the pumping equipment). The

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

observation process will be performed in accordance with general standards of ASTM E-2018, Property Condition Assessments.

We note that problematic conditions hidden from view may not be identified. Where suspicion of problematic conditions exist, additional testing, investigation or removal of finishes may be recommended. PS&S will discuss and review these matters, if any, with the Client upon completion of our initial assessment. Additional investigatory work is not included in the scope of services addressed by this proposal.

We assume knowledgeable building maintenance personnel will be available during our field reconnaissance to discuss the performance of existing systems.

All field observation notes will be compiled into a letter-report, summarizing our findings and highlighting problematic conditions. Photographs will be recorded for reference purposes. The report will include a Conceptual (Order of Magnitude) Construction Cost Estimate for implementation of recommendations contained within the report. The estimate will be done on a square foot or unit price basis. PS&S will be available to discuss our report with the Client, as required.

3.0 CLARIFICATIONS

We note the following Clarification and/or limitations to our scope of services. Most of these can be provided as an additional service if desired/requested by the Township.

- No destructive or intrusive inspection techniques will be employed. Observations will be made of only those areas that are readily accessible and visually exposed to view. Removal of interior finishes to observe hidden spaces is not a part of this proposal. This proposal does not include any allowance for the use of scissor lifts, portable scaffolding, or similar equipment that may become necessary to observe difficult or inaccessible areas. If the need for specialized observation equipment becomes necessary, the matter will be discussed with the Client so that appropriate arrangements may be coordinated. The cost of such specialized equipment would be the responsibility of the Client.

- An Environmental assessment of the facilities is not included in this proposal.

- We have not included a detailed review of the facilities for current code compliance.

- We have not included the following items which are referenced in the scoping document:

    - Three, five, seven and ten-year schedule for implementing corrective measures.
    - We have not included an elevator consultant.
    - Development of Facilities Condition Index Numbers are not included.

- Creating software/data base and Entering/Updating buildings in software/data base is not included.
- Energy consumption and efficiency estimates are not included.
- License & Permits.

4.0 PROFESSIONAL FEES

PS&S proposes to provide the services described above for a lump sum fee, inclusive of reimbursable expenses, for each Project as shown on the attached Price Proposal Forms. These services will be performed in accordance with the terms and conditions of the attached PS&S' *Standard Schedule of Charges & Hourly Rates* dated January 1, 2023, and *General Conditions of Service* dated February 1, 2023 (the Schedule).

5.0 AUTHORIZATION

PS&S is pleased to be of service to West Orange and to provide this proposal. If the scope and professional fee described herein meet your approval, please return a signed copy to authorize the work or issue the appropriate Township PO. We look forward to assisting you with this project.

Very truly yours,

Paulus, Sokolowski and Sartor Engineering, PC

Michael P. Cohen, PE, PMP
Senior Vice President

cc: HT Osborne, PS&S
Lisa DiGerolamo, PS&S

attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
NAME:
TITLE:
DATE:

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the " Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expense incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges and Hourly rates, subject to modification by PS&S as per the language in the Schedule of Charges. If PS&S is to be paid on a lump-sum basis, compensation shall be paid on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

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 Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable 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; special mailing 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 any failure by the Client to timely respond 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 any pandemic-related impact, 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 overdue 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 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. Projects with current payment status receive the first commitment of PS&S's resources.

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. STANDARD OF CARE AND 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 that affect the design documentation or Services provided by PS&S, any 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 and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

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 electronic copies of Design Documents but solely in connection with its use on the Project. The Design 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 Design 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 different, unintended 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"), without the knowledge and consent of PS&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 and provide notice of any issues or irregularities upon receipt of the files. Otherwise, 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. Documents that may be relied upon by the Client, or its User(s) are limited to the versions 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.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services, but only to the extent such claims arise out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. 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.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

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 January 1, 2023, but may be modified thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category.

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.

Billable Hourly Rate	Title
$ 235	Executive VP, Principal LSRP, SVP, VP
$ 230	Sr. Director, Director, Lead Surveyor
$ 225	Sr. Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer), Sr. Project Manager, Sr. Project LSRP, Scientific Leader, Sr. (CAD/BIM Manager, Construction Field Specialist), Project Controls Manager
$ 205	Project Manager, Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer, Project Scientist), Sr. (Project Surveyor, Operations Analyst, LSRP), Construction Field Specialist, CAD/BIM Manager, Survey Crew Coordinator
$ 185	Sr. Project (Architect, Engineer, Landscape Architect, Planner) Lead (Designer, Scientist, GIS Analyst), Lead Project CAD/BIM Technician, Sr. Surveyor, Project LSRP
$ 170	Sr. (Architect, Engineer, Landscape Architect, Planner, Archaeologist, Architectural Historian), Sr. Project (Designer, Scientist), Lead (Construction Inspector, Project Controls Analyst, CAD/BIM technician), Operations Analyst, Project Surveyor, LSRP
$ 160	Sr. (Construction Inspector, Crew Chief), Project Coordinator
$ 155	Project (Architect, Engineer, Landscape Architect, Planner), Sr. (Designer, Scientist, GIS Analyst), Sr. Project CAD/BIM Technician, Archaeologist III, Principal Investigator, Surveyor, Survey Technician
$ 145	Architect, Engineer, Landscape Architect, Planner, GIS Analyst, Project (Designer, Scientist), Sr. (CAD/BIM Technician, Project Controls Analyst)
$ 135	Crew Chief, Archaeologist/Architectural Historian II, Survey CAD Technician, Project Construction Inspector
$ 130	Technical (Designer, Scientist), Project CAD/BIM Technician, Archaeologist/Architectural Historian I
$ 120	Designer, Scientist, CAD/BIM Technician, Field/GIS Technician
$ 105	Project Controls Analyst, Sr. Administrative Support
$ 105	Instrument Operator, Construction Inspector
$ 85	Administrative Support

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

$ 265	2-person crew	$345	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.

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 31,000.00

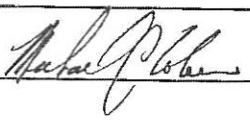
Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 21,000.00

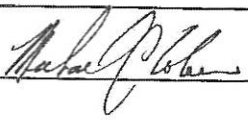
Project # & Description Project #1 - 60 Main Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

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Total Proposed Cost: $ 24,000.00

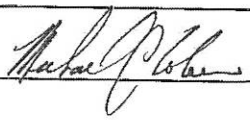
Project # & Description Project #2 - 92 Washington St & 549 Valley Road

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 18,000.00

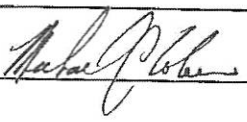
Project # & Description Project #3 - 60 1/2 Cherry Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 44,000.00

Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature:

Zayibeth Carballo

From: Louis Reynolds
Sent: Tuesday, April 4, 2023 10:45 AM
To: Zayibeth Carballo
Subject: Fwd: Request for Proposal West Orange - Revised
Attachments: image001.png; image001.png; image001.png; Price Proposal_westorange.org_20230306_#5R.pdf; Price Proposal_westorange.org_20230306_ALL_R.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Revised quote . Along with the interpretation for the revision.

Sent from my iPhone

Begin forwarded message:

> **From:** Michael Cohen <Mcohen@psands.com>
> **Date:** April 4, 2023 at 10:25:07 AM EDT
> **To:** Louis Reynolds <lreynolds@westorange.org>
> **Subject: Request for Proposal West Orange - Revised**
>
> Lou:
> We looked again at our estimate for the assessments of the eight (8)pump stations. We had assumed we could cover 2 – 3 per day with 2 or 3 people. Upon further review, we believe we can only cover 2 per day at best. Plus, we also need a civil representative to cover the associated sites. This additional effort, plus the time to review existing information and review the station operations with Township personnel has now all been included. We have revised our estimate. Please see the attached for your consideration.
>
> Let me know if there are any questions.
>
> Best,
>
> **Michael P. Cohen**
> Sr. Vice President
>
> o. 732.584.0273
> c. 732.713.5991
> mcohen@psands.com
>
> 3 Mountainview Road
> Warren, NJ 07059
>
> **Website** | **Instagram** | **LinkedIn**

Instructions

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Total Proposed Cost: $ 133,000.00 or, if all 5 Projects awarded together $126,000.00

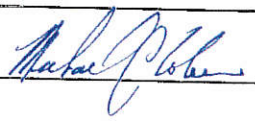
Project # & Description All Projects (#1, #2, #3, #4 & #10)

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

PETRY ENGINEERING, LLC

March 17, 2023

Mr. Louis Reynolds, CPWM/Supervisor
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: **PROPOSAL 23-055**
Engineering Services – Facilities Condition Assessment
Various Locations
West Orange, New Jersey

Dear Mr. Reynolds:

Thank you for the opportunity to offer our professional engineering services in connection with the condition assessment of multiple facilities throughout West Orange. Having performed numerous condition assessments throughout West Orange and the surrounding area, we are familiar with the engineering expertise you are looking for.

We understand the Township of West Orange would like comprehensive visual inspections performed at various facilities to establish their current condition and document deficiencies. During our inspections, we shall interview key personnel with intimate knowledge of the facilities and review existing building documents that may be available. Following our inspection, we shall prepare a report that establishes an overall condition and includes recommendations & cost estimates for the design & implementation of repairs. The items inspected shall include:

- Exterior Systems
  Foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, driveways, outside lighting, water lines, gathering areas, vegetation, and architectural components.

- Interior Systems
  Walls, doors, flooring, ceiling, hardware, architectural components, fire escapes, HVAC, electrical components, plumbing, fire protection, and elevProject #1 - 60 Main Streetators.

We propose to provide an investigation, evaluation, and recommendations at each facility listed in our Scope of Services. Our team will include civil/structural engineers, architects, an MEP engineer, and an elevator consultant. Petry Engineering, LLC shall provide a letter report presenting our observations along with recommendations for addressing noted issues.

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

We anticipate that the reports prepared by the MEP and elevator consultant shall be incorporated into ours to create one comprehensive document at the time of submittal.

Our services have been separated into five distinct "Projects" that are listed in your initial request.

Please note, our investigation & subsequent report does not include the design of necessary repairs to each facility. It will only assess the existing condition and make recommendations to address the issues. If repairs are necessary, we can prepare a separate proposal for that design effort.

Should the above summary meet your approval, we propose to provide professional engineering services for the design work as follows:

SCOPE OF SERVICES

Facility Condition Assessment & Report (each location)

1. Perform a review of available plans and record documents to be provided by you.

2. Perform a visual inspection of the exterior and interior systems to establish visible flaws or deterioration. This includes civil/structural, MEP, and elevator inspections by our team, along with taking photos and measurements as necessary to document and evaluate the noted issues.

   (Please note: Estimate energy consumption and efficiency upgrades are for lighting and mechanical equipment only. Detailed calculations or modeling are excluded.)

3. Conduct interviews of key personnel at each facility to obtain pertinent information regarding the condition of the various facility systems.

4. Review our initial findings with the Township's administration to discuss items discovered.

5. Provide draft reports to the Township for their comment.

6. Incorporate comments from the Township into our reports.

7. Prepare budgets for the recommended repairs of issues noted.

8. Prepare a comprehensive report outlining the facility's condition and recommended repairs. The report shall include photos and sketches as necessary to convey the required information.

REMUNERATION

We have established Lump Sum Fees for the services outlined above at the various project locations. Separate Price Proposals for each project are also attached. Our fees are as follows:

Facility Condition Assessment & Report

Project #1 – 60 Main Street	**Lump Sum**	**$ 25,850.00**
Project #2 – 92 Washington Street & 549 Valley Road	**Lump Sum**	**$ 25,890.00**
Project #3 – 60 ½ Cheery Street (Rec. Offices & Pool House)	**Lump Sum**	**$ 24,340.00**
Project #4 – 650 Pleasant Valley Way & 551 Valley Road	**Lump Sum**	**$ 25,600.00**
Project #10 – Pump Stations (PS)		
Cherry Lane PS	**Lump Sum**	**$ 8,600.00**
Dogwood PS	**Lump Sum**	**$ 8,600.00**
Grande PS	**Lump Sum**	**$ 8,600.00**
Haggerty PS	**Lump Sum**	**$ 8,600.00**
King PS	**Lump Sum**	**$ 8,600.00**
Northfield PS	**Lump Sum**	**$ 8,600.00**
Short Hills PS	**Lump Sum**	**$ 8,600.00**
Vitro PS	**Lump Sum**	**$ 8,600.00**

We will invoice you at the time of submittal of the documents to you. Payment is due in full within thirty days of invoice date. Past due invoices are subject to 1 1/2% interest per month and any and all collection fees including reasonable attorney fees. We reserve the right to stop work and freeze all records relating to any project with a past due balance.

Any additional meetings, site visits, or structural design tasks required shall be provided on an hourly basis in accordance with our 2023 rates for West Orange. We have included a separate rate for our MEP consultant with no mark up:

Principal (PE)	$200.00
Senior Engineer (PE)	$165.00
CADD Engineer	$155.00
MEP Consultant	$250.00

We trust that we have provided sufficient information for your review. Should you have any questions, please feel free to call.

Very truly yours,

PETRY ENGINEERING, LLC

Christopher J. Daly

Christopher J. Daly, PE

J. Michael Petry

J. Michael Petry, PE, PP, AIA

23-055 – Facility Condition Assessment – West Orange

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 25,850.00

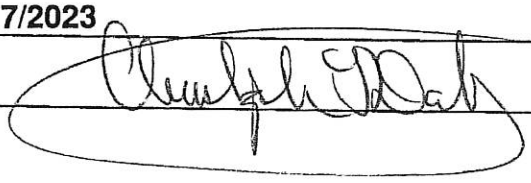
Project # & Description **Project #1 - 60 Main Street, aka Police Department**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

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Total Proposed Cost: $ 25,890.00

Project # & Description **Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature:

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 24,340.00

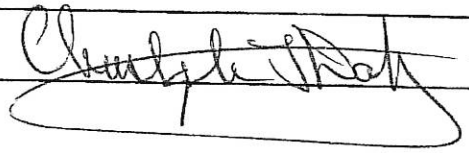
Project # & Description **Project #3 - 60 1/2 Cheery Street, aka Recreation Offices (including Ginny Duenkel Pool House)**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 25,600.00

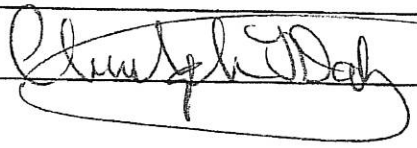
Project # & Description **Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Cherry Lane PS, 99 Cherry Lane**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

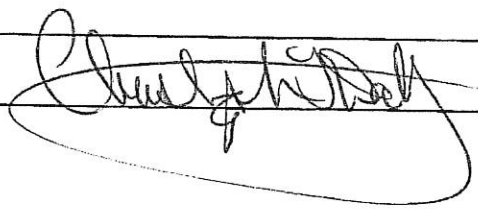
Project # & Description **Project #10 - Dogwood PS, 39 Dogwood Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Grande PS, 1 Rappleye Court**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Haggerty PS, 50 Haggerty Drive**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - King PS, 14 King Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

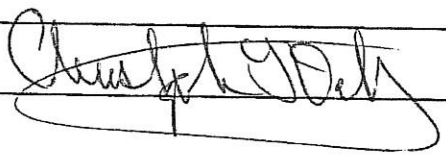
Project # & Description **Project #10 - Northfield PS, 794 Northfield Avenue**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Short Hills PS, 111 Old Short Hills Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

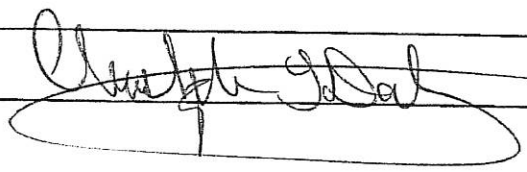
Project # & Description **Project #10 - Vitro PS, 198 Pleasant Valley Way**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ $25,366

Project # & Description Project #1 - 60 Main Street, aka Police Department

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$1,816		$1,656				$3,472
Task 3	Inspections		$3,632		$1,656				$5,288
Task 4	Assessment		$1,816		$3,312				$5,128
Task 5	Report Preparation	$454	$3,632		$4,968		$1,352		$10,406
	Sub-Totals	$454	$10,896		$11,592		$1,352	$1,072	$25,366

Total Cost: $25,366

Boswell Engineering

Man-Hours for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		8		8				16
Task 3	Inspections		16		8				24
Task 4	Assessment		8		16				24
Task 5	Report Preparation	2	16		24		8		50
	Sub-Totals	2	48		56		8	8	122

Total Man-Hours: 122

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 18,469

Project # & Description Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station

Price Proposal Signature

Name: Kevin J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing th WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$1,035				$2,851
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,143		$1,352	$1,072	$18,469

Total Cost: $18,469

Boswell Engineering

Man-Hours for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing the WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		5				13
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		49		8	8	91

Total Man-Hours: 91

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 18,676

Project # & Description Project #3 - 60 1/2 Cherry St, aka Recreation Offices (including Ginny Duenkel Pool House)

Price Proposal Signature

Name: Kevin J. Boswell, P.E

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost proposal for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$1,242				$2,150
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,350		$1,352	$1,072	$18,676

Total Cost: $18,676

Boswell Engineering

Man- Hours for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		6				10
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		50		8	8	92

Total Man-Hours: 92

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 18,262

Project # & Description Project #4 - 650 Pleasant Valley Way, aka Katz Community Center;
551 Valley Road, aka West Orange Arts Center

Price Proposal Signature

Name: Kevin, J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$9,936		$1,352	$1,072	$18,262

Total Cost: $18,262

Boswell Engineering

Man-Hours for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		48		8	8	90

Total Man-Hours: 90

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 67,879

Project # & Description Project #10 - Pump Stations (PS): Cherry Lane PS; Dogwood PS; Grande PS; Haggerty PS; King PS; Northfield PS; Short Hills PS; Vitro PS

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road; Vitro PS, 198 Pleasant Valley Way, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title --------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name --------->									Task Totals
Hourly Rates --------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		$4,540			$1,930			$6,470
Task 2	Township of West Orange Interviews		$1,816	$1,752					$3,568
Task 3	Inspections		$10,896		$9,936				$20,832
Task 4	Assessment		$9,080	$2,190	$4,140	$3,860	$338	$268	$19,876
Task 5	Report Preparation	$227	$9,080	$2,190	$4,140	$1,158	$338		$17,133
	Sub-Totals	$227	$35,412	$6,132	$18,216	$6,948	$676	$268	$67,879

Total Cost: $67,879

Boswell Engineering

Man-Hours for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road;

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		20			10			30
Task 2	Township of West Orange Interviews		8	8					16
Task 3	Inspections		48		48				96
Task 4	Assessment		40	10	20	20	2	2	94
Task 5	Report Preparation	1	40	10	20	6	2		79
	Sub-Totals	1	156	28	88	36	4	2	315

Total Man-Hours: 315

157-23
April 18, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Engineering Services for the facility assessment of the Police Sub Stations located at 92 Washington Street and 549 Valley Road; and

WHEREAS, the Township Engineer solicited a request for proposal from three professional engineering firms; and

WHEREAS, Boswell Engineering, 330 Philips Avenue, South Hackensack, NJ 07606 submitted a proposal dated March 30, 2023 for conducting a facility assessment at the Police Sub Stations located at 92 Washington Street and 549 Valley Road including a facility assessment report summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photographs, costs, schedule and assembled information gathered in a database in an amount not to exceed $18,469; and

WHEREAS, Boswell Engineering of South Hackensack, New Jersey responded to the Township's Request for Qualifications; and

WHEREAS, by letter dated April 11, 2023 the Township Engineer recommended professional services contract be awarded to Boswell Engineering, 330 Philips Avenue, Hackensack, NJ 07606; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services

Contract with Boswell Engineering, 330 Philips Avenue, South Hackensack, NJ 07606 to provide professional services for assessing the Police Sub Stations located at 92 Washington Street and 549 Valley Road including a facility assessment report summarizing alternatives for the proposed improvements for a fee of $18,469.00 in accordance with their proposal dated March 30, 2023.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams**
Township Clerk **Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. _____
$18,469.00

_____

John Gross, Chief Financial Officer

2.0 Scope of Services

The Township of West Orange is soliciting proposals from professional consulting firms that provide facility condition assessment services for buildings and related infrastructure including sidewalks, parking lots, and driveways at various Township locations. The Township is seeking proposals from qualified individuals or firms that provide comprehensive Facility Condition Assessment Services, including complete software capabilities as described herein. The Township may contract with two or more Respondents to perform the Services.

2.1 Project Description

For each of the projects identified in Appendix 2, Services shall include but not be limited to the following:

1) All services shall be provided in a manner consistent with ASTM E2018 - current edition.
2) Buildings shall be assessed singly or in groups as directed by the Township.
3) Conduct interview sessions with appropriate Township staff and facilities stakeholders.
4) Perform site visits and review of existing conditions of all selected facilities.
5) Review building construction documents and prior facility condition reports.
6) Organize collected data using the Construction Specifications Institute UniFormat.
7) Review initial findings with the Township's administration as directed to discuss items discovered.
8) Provide draft reports consisting of analysis of building systems: identification and repair recommendations of deficiencies; development of Facilities Condition Index Numbers; and digital report documentation.
9) Cost estimation.
10) Incorporate review comments, enter or update buildings in software/database, issue final documentation in searchable electronic format.

Detailed required services shall include, but are not limited to:

1) Identifying and documenting current facility condition and deficiencies
2) Recommending corrections for deficiencies
3) Providing cost estimates for corrections
4) Recommending three, five, seven, and ten-year schedule for implementing corrective measures, categorized as follows:
    a. Life-safety
    b. Critical
    c. Moderate
    d. Normal Maintenance
    e. Deferred Maintenance
5) Summarizing all data collections, recommendations and cost in a searchable digital file format.
6) The Consultant will meet with Township of West Orange staff to identify all reliable sources of existing building information and past facility condition assessments such as building lists, plans, surveys, campus maps, previous assessments, deferred maintenance studies, and capital projects planning. Township of West Orange will provide any past studies and detailed evaluation reports such as:
    a. Energy Savings Performance Contracts
    b. Previous Facility Condition Assessment studies

c. Capital Planning
d. Detailed Technical studies
e. Roofing studies
f. Building drawings: mechanical, electrical, architectural, structural, and civil in PDF version.
g. Facility Replacement costs
h. Building maintenance histories
i. Any other special studies conducted

Where applicable, previous studies will be incorporated into the database and reflected in the final reports.

The types of building systems and surrounding infrastructure surveyed may vary with each building and shall include, but are not limited to, the following systems:

1) Exterior Systems: foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, and Township-owned driveways. Exterior electrical to include outside lighting, all types of exterior water lines, exterior gathering areas, exterior vegetation, exterior architectural components.
2) Interior Systems: walls, doors, flooring, ceiling, hardware, architectural components
    a. Fire/Life Safety issues (including hazards, alarms, fire escapes, exit codes)
    b. Heating, Ventilation and Air Conditioning, including controls and terminal units (condition)
    c. Electrical and Electrical Distribution (condition)
    d. Plumbing Systems: fixtures, supply, storm and sanitary drainage, on and off valves, irrigation
    e. Fire Protection
    f. Special Construction
    g. Specialized Equipment & Systems
    h. Vertical Transportation Systems
    i. Perform In-Depth Elevator Study: Engage an elevator consultant to provide a detailed study of elevator equipment and efficiency
3) Regulatory deficits to be highlighted as noted in reports

2.2 Method of Collection

A. General

The Consultant shall visually inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The Inspection team will include architects and engineers. The Consultant will thoroughly examine building systems using non-destructive on-site observations to compile a complete assessment of current conditions, then use an approved database to record cost data and expected life cycles. The Consultant will create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to twenty (20) years. The Consultant will utilize processes that eliminate variability and produce accurate facility information.

B. Inspector Training

Consultant will ensure that the inspection staff has the appropriate training and equipment to record consistent and accurate data.

C. Township of West Orange Staff Interviews

In order to understand the operating characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Consultant will interview knowledgeable Township of West Orange Director, project managers, engineers and/or maintenance staff for each facility, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

D. Inspection Schedule

Consultant will coordinate with Township of West Orange staff for dates and times to conduct on-site inspections. A master schedule of the entire project will then be circulated for review.

E. Inspections

The method of the inspection process shall allow for a comprehensive inspection of observable systems while utilizing input from knowledgeable Township of West Orange staff to compliment the assessment of current conditions with details of the facilities' background. At a minimum, Inspectors shall gather the following information on each property:

Property Characteristics – An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system

Age – Identification of the year each system component was installed

Current Condition – An assessment of the current condition of each system component and a determination of the level of repair necessary to restore these components to optimal condition or year the asset is to be replaced

For purposes of consistency, building system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level shall be defined for individual components and shall include as a minimum:

Life Safety
Critical
Moderate
Normal Maintenance
Deferred Maintenance

Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities

2.3 Assessment and Reporting Format

The facility assessment report should describe the potential impacts on environmental and cultural resources, summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photography, costs, schedule and any and all other gathered information will be assembled in a database and reported in a manner to allow for the Township to query and plan for addressing of deficiencies based on criticality and schedule. As a minimum database reporting structure shall include:

1. Address
    a. Building
    b. System Inventory and Equipment
        i. Individual equipment (or material or distribution)
            a. Specific operating data
            b. Condition Assessment
            c. Deficiencies
            d. Estimated cost to repair
            e. Estimated implementation schedule
            f. Prioritization of System & Equipment Repairs
            g. Comments
        ii. Operational state
            a. Operating as originally intended
            b. Operating as modified or repaired
            c. Date of most recent modification or repair
            d. Suggested improvements
            e. Remaining Useful Life
        iii. Estimated energy consumption
            a. Energy consumption estimates
            b. Energy efficiency estimates
            c. Suggested improvements
        iv. License & Permits
            a. State or Local Agency with jurisdiction over the facility

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ _____

Project # & Description _____

Price Proposal Signature

Name: _____

Title: _____

Date: _____

Signature: _____

APPENDIX 2 – PROJECTS

(all West Orange, New Jersey 07052)

Project #1 – 60 Main Street, aka Police Department

Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau

Project #3 – 60 ½ Cherry Street, aka Recreation Offices (including Ginny Duenkel Pool House)

Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;

Project #5 - Cherry Street & Franklin Ave, aka Colgate Park Field House, Alisa Drive & Pleasant Valley Way, aka Degnan Park Field House; Main Street & Park Ave, aka Lafayette Park Field House; Ridgeway Ave, aka Ridgeway Park Pavilion; Ralph Road & Lorelei Road, aka O'Connor Park Field House; St. Cloud Ave., aka Stagg Field House; and 60 ½ Cherry Street, aka Ginny Duenkel Pool House.

Project #7 – 110 Franklin Avenue (Parks and Recreation Maintenance Facility)

Project #8 – 4 Boland Drive, aka Oskar Schindler Performing Arts Center (OSPAC); 551 Valley Road, aka West Orange Arts Center;

Project #9 - 590 Mt. Pleasant Avenue, aka West Orange Environmental Center

Project #10 – Pump Stations (PS):

1. Cherry Lane PS, 99 Cherry Lane
2. Dogwood PS, 39 Dogwood Road
3. Grande PS, 1 Rappleye Court
4. Haggerty PS, 50 Haggerty Drive
5. King PS, 14 King Road
6. Northfield PS, 794 Northfield Avenue
7. Short Hills PS, 111 Old Short Hills Road
8. Vitro PS, 198 Pleasant Valley Way

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ $25,366

Project # & Description Project #1 - 60 Main Street, aka Police Department

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$1,816		$1,656				$3,472
Task 3	Inspections		$3,632		$1,656				$5,288
Task 4	Assessment		$1,816		$3,312				$5,128
Task 5	Report Preparation	$454	$3,632		$4,968		$1,352		$10,406
	Sub-Totals	$454	$10,896		$11,592		$1,352	$1,072	$25,366

Total Cost: $25,366

Boswell Engineering

Man-Hours for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		8		8				16
Task 3	Inspections		16		8				24
Task 4	Assessment		8		16				24
Task 5	Report Preparation	2	16		24		8		50
	Sub-Totals	2	48		56		8	8	122

Total Man-Hours: 122

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,469

Project # & Description Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station

Price Proposal Signature

Name: Kevin J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing th WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$1,035				$2,851
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,143		$1,352	$1,072	$18,469

Total Cost: $18,469

Boswell Engineering

Man-Hours for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing the WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		5				13
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		49		8	8	91

Total Man-Hours: 91

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,676

Project # & Description Project #3 - 60 1/2 Cherry St, aka Recreation Offices (including Ginny Duenkel Pool House)

Price Proposal Signature

Name: Kevin J. Boswell, P.E

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost proposal for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$1,242				$2,150
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,350		$1,352	$1,072	$18,676

Total Cost: $18,676

Boswell Engineering

Man- Hours for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		6				10
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		50		8	8	92

Total Man-Hours: 92

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 18,262

Project # & Description Project #4 - 650 Pleasant Valley Way, aka Katz Community Center;
551 Valley Road, aka West Orange Arts Center

Price Proposal Signature

Name: Kevin, J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$9,936		$1,352	$1,072	$18,262

Total Cost: $18,262

Boswell Engineering

Man-Hours for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		48		8	8	90

Total Man-Hours: 90

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 67,879

Project # & Description Project #10 - Pump Stations (PS): Cherry Lane PS; Dogwood PS; Grande PS; Haggerty PS; King PS; Northfield PS; Short Hills PS; Vitro PS

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road; Vitro PS, 198 Pleasant Valley Way, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title --------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name --------->									Task Totals
Hourly Rates --------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		$4,540			$1,930			$6,470
Task 2	Township of West Orange Interviews		$1,816	$1,752					$3,568
Task 3	Inspections		$10,896		$9,936				$20,832
Task 4	Assessment		$9,080	$2,190	$4,140	$3,860	$338	$268	$19,876
Task 5	Report Preparation	$227	$9,080	$2,190	$4,140	$1,158	$338		$17,133
	Sub-Totals	$227	$35,412	$6,132	$18,216	$6,948	$676	$268	$67,879

Total Cost: $67,879

Boswell Engineering

Man-Hours for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road;

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		20			10			30
Task 2	Township of West Orange Interviews		8	8					16
Task 3	Inspections		48		48				96
Task 4	Assessment		40	10	20	20	2	2	94
Task 5	Report Preparation	1	40	10	20	6	2		79
	Sub-Totals	1	156	28	88	36	4	2	315

Total Man-Hours: 315

March 20, 2023
09023.0365

Township of West Orange
60 Main Street
West Orange, New Jersey 070052

Education
Energy Utility
Healthcare
Public Works
Real Estate
Science & Technology

Attn: Mr. John Gross, Business Administrator

Re: Consulting Architectural & Engineering Services
West Orange Facilities Assessments

Dear Mr. Gross:

1.0 INTRODUCTION

Paulus, Sokolowski and Sartor Engineering, PC (PS&S) appreciates the opportunity to provide this proposal to the Township of West Orange (West Orange, or Client) to perform a Property Condition Assessment (PCA) of five Project sites as identified by West Orange in a recent scoping document provided by the Township. The subject properties include the following:

- Project #1 – 60 Main Street (Police Station)
- Project #2 – 92 Washington St, and 549 Valley Road (Sub Stations)
- Project #3 – 60 ½ Cherry Street (Ginny Dunkel Pool House)
- Project #4 – 650 Pleasant Valley Way (Katz Community Center), and 551 Valley Road (West Orange Arts Center)
- Project #5 – Eight (8) individual pump stations

PS&S understands that West Orange would like a cost proposal for each project individually. We also understand that Project #1 is the first priority and that an expedited schedule for it is desired. PS&S is prepared to commence work on that Project shortly after authorization.

2.0 SCOPE OF SERVICES

PS&S proposes to perform a condition assessment of the buildings by visual means facilitated by a walk-through around the exterior and interior of each specific building and site. The walk-through team will include an Architect, Civil Engineer, Structural Engineer and Engineer(s) specializing in HVAC, Electrical and Plumbing & Fire Protection systems. At the eight pump stations, the walk-through team will include an Engineer specializing in Waste-Water pumping stations and systems.

PS&S understands the main purpose of our assessment is to identify and quantify building systems in need of repair or replacement to support an order of magnitude cost estimate. This includes the building envelope (walls, roof, windows, doors), floors, interior finishes, floor and roof framing, foundations, evidence of settlement or distress, and condition of MEP/FP systems (and, at the pump stations, conditions of the pumping equipment). The

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

observation process will be performed in accordance with general standards of ASTM E-2018, Property Condition Assessments.

We note that problematic conditions hidden from view may not be identified. Where suspicion of problematic conditions exist, additional testing, investigation or removal of finishes may be recommended. PS&S will discuss and review these matters, if any, with the Client upon completion of our initial assessment. Additional investigatory work is not included in the scope of services addressed by this proposal.

We assume knowledgeable building maintenance personnel will be available during our field reconnaissance to discuss the performance of existing systems.

All field observation notes will be compiled into a letter-report, summarizing our findings and highlighting problematic conditions. Photographs will be recorded for reference purposes. The report will include a Conceptual (Order of Magnitude) Construction Cost Estimate for implementation of recommendations contained within the report. The estimate will be done on a square foot or unit price basis. PS&S will be available to discuss our report with the Client, as required.

3.0 CLARIFICATIONS

We note the following Clarification and/or limitations to our scope of services. Most of these can be provided as an additional service if desired/requested by the Township.

- No destructive or intrusive inspection techniques will be employed. Observations will be made of only those areas that are readily accessible and visually exposed to view. Removal of interior finishes to observe hidden spaces is not a part of this proposal. This proposal does not include any allowance for the use of scissor lifts, portable scaffolding, or similar equipment that may become necessary to observe difficult or inaccessible areas. If the need for specialized observation equipment becomes necessary, the matter will be discussed with the Client so that appropriate arrangements may be coordinated. The cost of such specialized equipment would be the responsibility of the Client.

- An Environmental assessment of the facilities is not included in this proposal.

- We have not included a detailed review of the facilities for current code compliance.

- We have not included the following items which are referenced in the scoping document:

    - Three, five, seven and ten-year schedule for implementing corrective measures.
    - We have not included an elevator consultant.
    - Development of Facilities Condition Index Numbers are not included.

- Creating software/data base and Entering/Updating buildings in software/data base is not included.
- Energy consumption and efficiency estimates are not included.
- License & Permits.

4.0 PROFESSIONAL FEES

PS&S proposes to provide the services described above for a lump sum fee, inclusive of reimbursable expenses, for each Project as shown on the attached Price Proposal Forms. These services will be performed in accordance with the terms and conditions of the attached PS&S' *Standard Schedule of Charges & Hourly Rates* dated January 1, 2023, and *General Conditions of Service* dated February 1, 2023 (the Schedule).

5.0 AUTHORIZATION

PS&S is pleased to be of service to West Orange and to provide this proposal. If the scope and professional fee described herein meet your approval, please return a signed copy to authorize the work or issue the appropriate Township PO. We look forward to assisting you with this project.

Very truly yours,

Paulus, Sokolowski and Sartor Engineering, PC

Michael P. Cohen, PE, PMP
Senior Vice President

cc: HT Osborne, PS&S
Lisa DiGerolamo, PS&S

attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
NAME:
TITLE:
DATE:

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the " Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expense incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges and Hourly rates, subject to modification by PS&S as per the language in the Schedule of Charges. If PS&S is to be paid on a lump-sum basis, compensation shall be paid on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

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 Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable 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; special mailing 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 any failure by the Client to timely respond 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 any pandemic-related impact, 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 overdue 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 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. Projects with current payment status receive the first commitment of PS&S's resources.

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. STANDARD OF CARE AND 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 that affect the design documentation or Services provided by PS&S, any 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 and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

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 electronic copies of Design Documents but solely in connection with its use on the Project. The Design 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 Design 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 different, unintended 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"), without the knowledge and consent of PS&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 and provide notice of any issues or irregularities upon receipt of the files. Otherwise, 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. Documents that may be relied upon by the Client, or its User(s) are limited to the versions 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.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services, but only to the extent such claims arise out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. 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.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

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 January 1, 2023, but may be modified thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category.

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.

Billable Hourly Rate	Title
$ 235	Executive VP, Principal LSRP, SVP, VP
$ 230	Sr. Director, Director, Lead Surveyor
$ 225	Sr. Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer), Sr. Project Manager, Sr. Project LSRP, Scientific Leader, Sr. (CAD/BIM Manager, Construction Field Specialist), Project Controls Manager
$ 205	Project Manager, Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer, Project Scientist), Sr. (Project Surveyor, Operations Analyst, LSRP), Construction Field Specialist, CAD/BIM Manager, Survey Crew Coordinator
$ 185	Sr. Project (Architect, Engineer, Landscape Architect, Planner) Lead (Designer, Scientist, GIS Analyst), Lead Project CAD/BIM Technician, Sr. Surveyor, Project LSRP
$ 170	Sr. (Architect, Engineer, Landscape Architect, Planner, Archaeologist, Architectural Historian), Sr. Project (Designer, Scientist), Lead (Construction Inspector, Project Controls Analyst, CAD/BIM technician), Operations Analyst, Project Surveyor, LSRP
$ 160	Sr. (Construction Inspector, Crew Chief), Project Coordinator
$ 155	Project (Architect, Engineer, Landscape Architect, Planner), Sr. (Designer, Scientist, GIS Analyst), Sr. Project CAD/BIM Technician, Archaeologist III, Principal Investigator, Surveyor, Survey Technician
$ 145	Architect, Engineer, Landscape Architect, Planner, GIS Analyst, Project (Designer, Scientist), Sr. (CAD/BIM Technician, Project Controls Analyst)
$ 135	Crew Chief, Archaeologist/Architectural Historian II, Survey CAD Technician, Project Construction Inspector
$ 130	Technical (Designer, Scientist), Project CAD/BIM Technician, Archaeologist/Architectural Historian I
$ 120	Designer, Scientist, CAD/BIM Technician, Field/GIS Technician
$ 105	Project Controls Analyst, Sr. Administrative Support
$ 105	Instrument Operator, Construction Inspector
$ 85	Administrative Support

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

$ 265	2-person crew	$345	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.

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 31,000.00

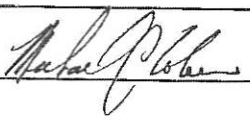
Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 21,000.00

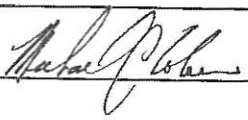
Project # & Description Project #1 - 60 Main Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 24,000.00

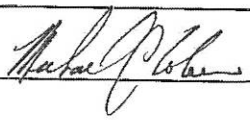
Project # & Description Project #2 - 92 Washington St & 549 Valley Road

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,000.00

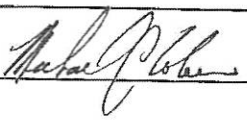
Project # & Description Project #3 - 60 1/2 Cherry Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 44,000.00

Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature:

Zayibeth Carballo

From: Louis Reynolds
Sent: Tuesday, April 4, 2023 10:45 AM
To: Zayibeth Carballo
Subject: Fwd: Request for Proposal West Orange - Revised
Attachments: image001.png; image001.png; image001.png; Price Proposal_westorange.org_20230306_#5R.pdf; Price Proposal_westorange.org_20230306_ALL_R.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Revised quote . Along with the interpretation for the revision.

Sent from my iPhone

Begin forwarded message:

> **From:** Michael Cohen <Mcohen@psands.com>
> **Date:** April 4, 2023 at 10:25:07 AM EDT
> **To:** Louis Reynolds <lreynolds@westorange.org>
> **Subject: Request for Proposal West Orange - Revised**
>
> Lou:
> We looked again at our estimate for the assessments of the eight (8)pump stations. We had assumed we could cover 2 – 3 per day with 2 or 3 people. Upon further review, we believe we can only cover 2 per day at best. Plus, we also need a civil representative to cover the associated sites. This additional effort, plus the time to review existing information and review the station operations with Township personnel has now all been included. We have revised our estimate. Please see the attached for your consideration.
>
> Let me know if there are any questions.
>
> Best,
>
> **Michael P. Cohen**
> Sr. Vice President
>
> o. 732.584.0273
> c. 732.713.5991
> mcohen@psands.com
>
> 3 Mountainview Road
> Warren, NJ 07059
>
> **Website** | **Instagram** | **LinkedIn**

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 133,000.00 or, if all 5 Projects awarded together $126,000.00

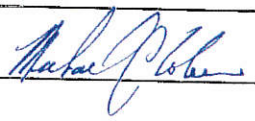
Project # & Description All Projects (#1, #2, #3, #4 & #10)

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

PETRY ENGINEERING, LLC

March 17, 2023

Mr. Louis Reynolds, CPWM/Supervisor
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: **PROPOSAL 23-055**
Engineering Services – Facilities Condition Assessment
Various Locations
West Orange, New Jersey

Dear Mr. Reynolds:

Thank you for the opportunity to offer our professional engineering services in connection with the condition assessment of multiple facilities throughout West Orange. Having performed numerous condition assessments throughout West Orange and the surrounding area, we are familiar with the engineering expertise you are looking for.

We understand the Township of West Orange would like comprehensive visual inspections performed at various facilities to establish their current condition and document deficiencies. During our inspections, we shall interview key personnel with intimate knowledge of the facilities and review existing building documents that may be available. Following our inspection, we shall prepare a report that establishes an overall condition and includes recommendations & cost estimates for the design & implementation of repairs. The items inspected shall include:

- Exterior Systems
  Foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, driveways, outside lighting, water lines, gathering areas, vegetation, and architectural components.

- Interior Systems
  Walls, doors, flooring, ceiling, hardware, architectural components, fire escapes, HVAC, electrical components, plumbing, fire protection, and elevProject #1 - 60 Main Streetators.

We propose to provide an investigation, evaluation, and recommendations at each facility listed in our Scope of Services. Our team will include civil/structural engineers, architects, an MEP engineer, and an elevator consultant. Petry Engineering, LLC shall provide a letter report presenting our observations along with recommendations for addressing noted issues.

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

We anticipate that the reports prepared by the MEP and elevator consultant shall be incorporated into ours to create one comprehensive document at the time of submittal.

Our services have been separated into five distinct "Projects" that are listed in your initial request.

Please note, our investigation & subsequent report does not include the design of necessary repairs to each facility. It will only assess the existing condition and make recommendations to address the issues. If repairs are necessary, we can prepare a separate proposal for that design effort.

Should the above summary meet your approval, we propose to provide professional engineering services for the design work as follows:

SCOPE OF SERVICES

Facility Condition Assessment & Report (each location)

1. Perform a review of available plans and record documents to be provided by you.

2. Perform a visual inspection of the exterior and interior systems to establish visible flaws or deterioration. This includes civil/structural, MEP, and elevator inspections by our team, along with taking photos and measurements as necessary to document and evaluate the noted issues.

   (Please note: Estimate energy consumption and efficiency upgrades are for lighting and mechanical equipment only. Detailed calculations or modeling are excluded.)

3. Conduct interviews of key personnel at each facility to obtain pertinent information regarding the condition of the various facility systems.

4. Review our initial findings with the Township's administration to discuss items discovered.

5. Provide draft reports to the Township for their comment.

6. Incorporate comments from the Township into our reports.

7. Prepare budgets for the recommended repairs of issues noted.

8. Prepare a comprehensive report outlining the facility's condition and recommended repairs. The report shall include photos and sketches as necessary to convey the required information.

REMUNERATION

We have established Lump Sum Fees for the services outlined above at the various project locations. Separate Price Proposals for each project are also attached. Our fees are as follows:

Facility Condition Assessment & Report

Project #1 – 60 Main Street	**Lump Sum**	**$ 25,850.00**
Project #2 – 92 Washington Street & 549 Valley Road	**Lump Sum**	**$ 25,890.00**
Project #3 – 60 ½ Cheery Street (Rec. Offices & Pool House)	**Lump Sum**	**$ 24,340.00**
Project #4 – 650 Pleasant Valley Way & 551 Valley Road	**Lump Sum**	**$ 25,600.00**
Project #10 – Pump Stations (PS)		
Cherry Lane PS	**Lump Sum**	**$ 8,600.00**
Dogwood PS	**Lump Sum**	**$ 8,600.00**
Grande PS	**Lump Sum**	**$ 8,600.00**
Haggerty PS	**Lump Sum**	**$ 8,600.00**
King PS	**Lump Sum**	**$ 8,600.00**
Northfield PS	**Lump Sum**	**$ 8,600.00**
Short Hills PS	**Lump Sum**	**$ 8,600.00**
Vitro PS	**Lump Sum**	**$ 8,600.00**

We will invoice you at the time of submittal of the documents to you. Payment is due in full within thirty days of invoice date. Past due invoices are subject to 1 1/2% interest per month and any and all collection fees including reasonable attorney fees. We reserve the right to stop work and freeze all records relating to any project with a past due balance.

Any additional meetings, site visits, or structural design tasks required shall be provided on an hourly basis in accordance with our 2023 rates for West Orange. We have included a separate rate for our MEP consultant with no mark up:

Principal (PE)	$200.00
Senior Engineer (PE)	$165.00
CADD Engineer	$155.00
MEP Consultant	$250.00

We trust that we have provided sufficient information for your review. Should you have any questions, please feel free to call.

Very truly yours,

PETRY ENGINEERING, LLC

Christopher J. Daly

Christopher J. Daly, PE

J. Michael Petry

J. Michael Petry, PE, PP, AIA

23-055 – Facility Condition Assessment – West Orange

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 25,850.00

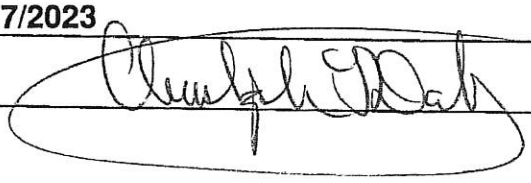
Project # & Description **Project #1 - 60 Main Street, aka Police Department**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 25,890.00

Project # & Description **Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature:

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 24,340.00

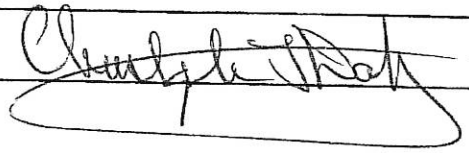
Project # & Description **Project #3 - 60 1/2 Cheery Street, aka Recreation Offices (including Ginny Duenkel Pool House)**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 25,600.00

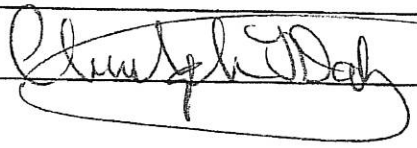
Project # & Description **Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Cherry Lane PS, 99 Cherry Lane**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

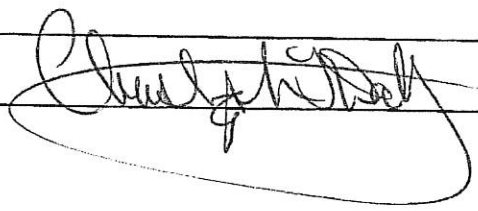
Project # & Description **Project #10 - Dogwood PS, 39 Dogwood Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Grande PS, 1 Rappleye Court**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Haggerty PS, 50 Haggerty Drive**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - King PS, 14 King Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

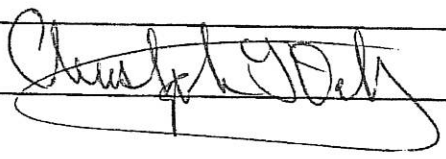
Project # & Description **Project #10 - Northfield PS, 794 Northfield Avenue**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Short Hills PS, 111 Old Short Hills Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

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Total Proposed Cost: $ 8,600.00

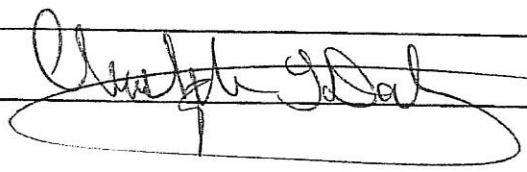
Project # & Description **Project #10 - Vitro PS, 198 Pleasant Valley Way**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

158-23
April 18, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Engineering Services for the facility assessment of the Recreation Facility and Pool House located at 60 ½ Cherry Street; and

WHEREAS, the Township Engineer solicited a request for proposal from three professional engineering firms; and

WHEREAS, PS&S, 3 Mountainview Road, Warren NJ 07059 submitted a proposal dated March 20, 2023 for conducting a facility assessment of the Recreation Facility and Pool House, 60 ½ Cherry Street including a facility assessment report summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photographs, costs, schedule and assembled information gathered in a database in an amount not to exceed $18,000; and

WHEREAS, PS&S of Warren, New Jersey responded to the Township's Request for Qualifications; and

WHEREAS, by letter dated April 11, 2023 the Township Engineer recommended professional services contract be awarded to PS&S, 3 Mountainview Road, Warren, NJ 07059; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township be and hereby authorized to enter into a Professional Services

Contract with PS&S, 3 Mountainview Road, Warren, NJ 07059 to provide professional services for assessing the Recreation Facility and Pool House, 60 ½ Cherry Street including a facility assessment report summarizing alternatives for the proposed improvements for a fee of $18,000.00 in accordance with their proposal dated March 20, 2023.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within 10 days of approval in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. _____
$18,000.00

John Gross, Chief Financial Officer

2.0 Scope of Services

The Township of West Orange is soliciting proposals from professional consulting firms that provide facility condition assessment services for buildings and related infrastructure including sidewalks, parking lots, and driveways at various Township locations. The Township is seeking proposals from qualified individuals or firms that provide comprehensive Facility Condition Assessment Services, including complete software capabilities as described herein. The Township may contract with two or more Respondents to perform the Services.

2.1 Project Description

For each of the projects identified in Appendix 2, Services shall include but not be limited to the following:

1) All services shall be provided in a manner consistent with ASTM E2018 - current edition.
2) Buildings shall be assessed singly or in groups as directed by the Township.
3) Conduct interview sessions with appropriate Township staff and facilities stakeholders.
4) Perform site visits and review of existing conditions of all selected facilities.
5) Review building construction documents and prior facility condition reports.
6) Organize collected data using the Construction Specifications Institute UniFormat.
7) Review initial findings with the Township's administration as directed to discuss items discovered.
8) Provide draft reports consisting of analysis of building systems: identification and repair recommendations of deficiencies; development of Facilities Condition Index Numbers; and digital report documentation.
9) Cost estimation.
10) Incorporate review comments, enter or update buildings in software/database, issue final documentation in searchable electronic format.

Detailed required services shall include, but are not limited to:

1) Identifying and documenting current facility condition and deficiencies
2) Recommending corrections for deficiencies
3) Providing cost estimates for corrections
4) Recommending three, five, seven, and ten-year schedule for implementing corrective measures, categorized as follows:
    a. Life-safety
    b. Critical
    c. Moderate
    d. Normal Maintenance
    e. Deferred Maintenance
5) Summarizing all data collections, recommendations and cost in a searchable digital file format.
6) The Consultant will meet with Township of West Orange staff to identify all reliable sources of existing building information and past facility condition assessments such as building lists, plans, surveys, campus maps, previous assessments, deferred maintenance studies, and capital projects planning. Township of West Orange will provide any past studies and detailed evaluation reports such as:
    a. Energy Savings Performance Contracts
    b. Previous Facility Condition Assessment studies

c. Capital Planning
d. Detailed Technical studies
e. Roofing studies
f. Building drawings: mechanical, electrical, architectural, structural, and civil in PDF version.
g. Facility Replacement costs
h. Building maintenance histories
i. Any other special studies conducted

Where applicable, previous studies will be incorporated into the database and reflected in the final reports.

The types of building systems and surrounding infrastructure surveyed may vary with each building and shall include, but are not limited to, the following systems:

1) Exterior Systems: foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, and Township-owned driveways. Exterior electrical to include outside lighting, all types of exterior water lines, exterior gathering areas, exterior vegetation, exterior architectural components.
2) Interior Systems: walls, doors, flooring, ceiling, hardware, architectural components
    a. Fire/Life Safety issues (including hazards, alarms, fire escapes, exit codes)
    b. Heating, Ventilation and Air Conditioning, including controls and terminal units (condition)
    c. Electrical and Electrical Distribution (condition)
    d. Plumbing Systems: fixtures, supply, storm and sanitary drainage, on and off valves, irrigation
    e. Fire Protection
    f. Special Construction
    g. Specialized Equipment & Systems
    h. Vertical Transportation Systems
    i. Perform In-Depth Elevator Study: Engage an elevator consultant to provide a detailed study of elevator equipment and efficiency
3) Regulatory deficits to be highlighted as noted in reports

2.2 Method of Collection

A. General

The Consultant shall visually inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The Inspection team will include architects and engineers. The Consultant will thoroughly examine building systems using non-destructive on-site observations to compile a complete assessment of current conditions, then use an approved database to record cost data and expected life cycles. The Consultant will create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to twenty (20) years. The Consultant will utilize processes that eliminate variability and produce accurate facility information.

B. Inspector Training

Consultant will ensure that the inspection staff has the appropriate training and equipment to record consistent and accurate data.

C. Township of West Orange Staff Interviews

In order to understand the operating characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Consultant will interview knowledgeable Township of West Orange Director, project managers, engineers and/or maintenance staff for each facility, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

D. Inspection Schedule

Consultant will coordinate with Township of West Orange staff for dates and times to conduct on-site inspections. A master schedule of the entire project will then be circulated for review.

E. Inspections

The method of the inspection process shall allow for a comprehensive inspection of observable systems while utilizing input from knowledgeable Township of West Orange staff to compliment the assessment of current conditions with details of the facilities' background. At a minimum, Inspectors shall gather the following information on each property:

Property Characteristics – An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system

Age – Identification of the year each system component was installed

Current Condition – An assessment of the current condition of each system component and a determination of the level of repair necessary to restore these components to optimal condition or year the asset is to be replaced

For purposes of consistency, building system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level shall be defined for individual components and shall include as a minimum:

Life Safety
Critical
Moderate
Normal Maintenance
Deferred Maintenance

Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities

2.3 Assessment and Reporting Format

The facility assessment report should describe the potential impacts on environmental and cultural resources, summarizing alternatives for the proposed improvements based on visual observations, equipment inventory, photography, costs, schedule and any and all other gathered information will be assembled in a database and reported in a manner to allow for the Township to query and plan for addressing of deficiencies based on criticality and schedule. As a minimum database reporting structure shall include:

1. Address
    a. Building
    b. System Inventory and Equipment
        i. Individual equipment (or material or distribution)
            a. Specific operating data
            b. Condition Assessment
            c. Deficiencies
            d. Estimated cost to repair
            e. Estimated implementation schedule
            f. Prioritization of System & Equipment Repairs
            g. Comments
        ii. Operational state
            a. Operating as originally intended
            b. Operating as modified or repaired
            c. Date of most recent modification or repair
            d. Suggested improvements
            e. Remaining Useful Life
        iii. Estimated energy consumption
            a. Energy consumption estimates
            b. Energy efficiency estimates
            c. Suggested improvements
        iv. License & Permits
            a. State or Local Agency with jurisdiction over the facility

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ _____

Project # & Description _____

Price Proposal Signature

Name: _____

Title: _____

Date: _____

Signature: _____

APPENDIX 2 – PROJECTS

(all West Orange, New Jersey 07052)

Project #1 – 60 Main Street, aka Police Department

Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau

Project #3 – 60 ½ Cherry Street, aka Recreation Offices (including Ginny Duenkel Pool House)

Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;

Project #5 - Cherry Street & Franklin Ave, aka Colgate Park Field House, Alisa Drive & Pleasant Valley Way, aka Degnan Park Field House; Main Street & Park Ave, aka Lafayette Park Field House; Ridgeway Ave, aka Ridgeway Park Pavilion; Ralph Road & Lorelei Road, aka O'Connor Park Field House; St. Cloud Ave., aka Stagg Field House; and 60 ½ Cherry Street, aka Ginny Duenkel Pool House.

Project #7 – 110 Franklin Avenue (Parks and Recreation Maintenance Facility)

Project #8 – 4 Boland Drive, aka Oskar Schindler Performing Arts Center (OSPAC); 551 Valley Road, aka West Orange Arts Center;

Project #9 - 590 Mt. Pleasant Avenue, aka West Orange Environmental Center

Project #10 – Pump Stations (PS):

1. Cherry Lane PS, 99 Cherry Lane
2. Dogwood PS, 39 Dogwood Road
3. Grande PS, 1 Rappleye Court
4. Haggerty PS, 50 Haggerty Drive
5. King PS, 14 King Road
6. Northfield PS, 794 Northfield Avenue
7. Short Hills PS, 111 Old Short Hills Road
8. Vitro PS, 198 Pleasant Valley Way

March 20, 2023
09023.0365

Township of West Orange
60 Main Street
West Orange, New Jersey 070052

Education
Energy Utility
Healthcare
Public Works
Real Estate
Science & Technology

Attn: Mr. John Gross, Business Administrator

Re: Consulting Architectural & Engineering Services
West Orange Facilities Assessments

Dear Mr. Gross:

1.0 INTRODUCTION

Paulus, Sokolowski and Sartor Engineering, PC (PS&S) appreciates the opportunity to provide this proposal to the Township of West Orange (West Orange, or Client) to perform a Property Condition Assessment (PCA) of five Project sites as identified by West Orange in a recent scoping document provided by the Township. The subject properties include the following:

- Project #1 – 60 Main Street (Police Station)
- Project #2 – 92 Washington St, and 549 Valley Road (Sub Stations)
- Project #3 – 60 ½ Cherry Street (Ginny Dunkel Pool House)
- Project #4 – 650 Pleasant Valley Way (Katz Community Center), and 551 Valley Road (West Orange Arts Center)
- Project #5 – Eight (8) individual pump stations

PS&S understands that West Orange would like a cost proposal for each project individually. We also understand that Project #1 is the first priority and that an expedited schedule for it is desired. PS&S is prepared to commence work on that Project shortly after authorization.

2.0 SCOPE OF SERVICES

PS&S proposes to perform a condition assessment of the buildings by visual means facilitated by a walk-through around the exterior and interior of each specific building and site. The walk-through team will include an Architect, Civil Engineer, Structural Engineer and Engineer(s) specializing in HVAC, Electrical and Plumbing & Fire Protection systems. At the eight pump stations, the walk-through team will include an Engineer specializing in Waste-Water pumping stations and systems.

PS&S understands the main purpose of our assessment is to identify and quantify building systems in need of repair or replacement to support an order of magnitude cost estimate. This includes the building envelope (walls, roof, windows, doors), floors, interior finishes, floor and roof framing, foundations, evidence of settlement or distress, and condition of MEP/FP systems (and, at the pump stations, conditions of the pumping equipment). The

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

observation process will be performed in accordance with general standards of ASTM E-2018, Property Condition Assessments.

We note that problematic conditions hidden from view may not be identified. Where suspicion of problematic conditions exist, additional testing, investigation or removal of finishes may be recommended. PS&S will discuss and review these matters, if any, with the Client upon completion of our initial assessment. Additional investigatory work is not included in the scope of services addressed by this proposal.

We assume knowledgeable building maintenance personnel will be available during our field reconnaissance to discuss the performance of existing systems.

All field observation notes will be compiled into a letter-report, summarizing our findings and highlighting problematic conditions. Photographs will be recorded for reference purposes. The report will include a Conceptual (Order of Magnitude) Construction Cost Estimate for implementation of recommendations contained within the report. The estimate will be done on a square foot or unit price basis. PS&S will be available to discuss our report with the Client, as required.

3.0 CLARIFICATIONS

We note the following Clarification and/or limitations to our scope of services. Most of these can be provided as an additional service if desired/requested by the Township.

- No destructive or intrusive inspection techniques will be employed. Observations will be made of only those areas that are readily accessible and visually exposed to view. Removal of interior finishes to observe hidden spaces is not a part of this proposal. This proposal does not include any allowance for the use of scissor lifts, portable scaffolding, or similar equipment that may become necessary to observe difficult or inaccessible areas. If the need for specialized observation equipment becomes necessary, the matter will be discussed with the Client so that appropriate arrangements may be coordinated. The cost of such specialized equipment would be the responsibility of the Client.

- An Environmental assessment of the facilities is not included in this proposal.

- We have not included a detailed review of the facilities for current code compliance.

- We have not included the following items which are referenced in the scoping document:

    - Three, five, seven and ten-year schedule for implementing corrective measures.
    - We have not included an elevator consultant.
    - Development of Facilities Condition Index Numbers are not included.

- Creating software/data base and Entering/Updating buildings in software/data base is not included.
- Energy consumption and efficiency estimates are not included.
- License & Permits.

4.0 PROFESSIONAL FEES

PS&S proposes to provide the services described above for a lump sum fee, inclusive of reimbursable expenses, for each Project as shown on the attached Price Proposal Forms. These services will be performed in accordance with the terms and conditions of the attached PS&S' *Standard Schedule of Charges & Hourly Rates* dated January 1, 2023, and *General Conditions of Service* dated February 1, 2023 (the Schedule).

5.0 AUTHORIZATION

PS&S is pleased to be of service to West Orange and to provide this proposal. If the scope and professional fee described herein meet your approval, please return a signed copy to authorize the work or issue the appropriate Township PO. We look forward to assisting you with this project.

Very truly yours,

Paulus, Sokolowski and Sartor Engineering, PC

Michael P. Cohen, PE, PMP
Senior Vice President

cc: HT Osborne, PS&S
Lisa DiGerolamo, PS&S

attach.

PROPOSAL ACKNOWLEDGED AND ACCEPTED
CLIENT:
NAME:
TITLE:
DATE:

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service ("General Conditions") and PS&S's Schedule of Charges & Hourly Rates ("Rate Schedule") are attachments to this Proposal. Unless you (the Client) specifically exclude these General Conditions, they along with the Rate Schedule and the Proposal will comprise the agreed terms under which Services will be provided (hereinafter referred to as the " Professional Service Agreement" or "PSA") for the project described in the Proposal (the "Project"). Any Service that you request (or is required) that is not described in the Proposal is considered to be an Additional Service. Additional Services will require a written amendment to the Professional Service Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expense incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges and Hourly rates, subject to modification by PS&S as per the language in the Schedule of Charges. If PS&S is to be paid on a lump-sum basis, compensation shall be paid on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

Billing time for in-person meetings and / or site visits will commence and terminate from portal-to-portal to/from a PS&S office location.

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 Professional Service Agreement before PS&S will proceed with that work.

Any retainer payment must be returned with one (1) executed copy of this proposal prior to commencement of work and it shall be applied against the final invoice only and not against interim invoices. Should there be any balance due you at the end, it will be returned to you.

Further, it is specially understood and agreed that PS&S's fees are in no way contingent upon the plans or project being approved by any reviewing agency.

2. CHARGES FOR REIMBURSABLE EXPENSES

All Reimbursable 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; special mailing 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 any failure by the Client to timely respond 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 any pandemic-related impact, 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 overdue 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 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. Projects with current payment status receive the first commitment of PS&S's resources.

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. STANDARD OF CARE AND 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 that affect the design documentation or Services provided by PS&S, any 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 and consent to such changes. Client shall compensate PS&S for the time required to provide the evaluation required due to such changes.

PS&S's Services are provided to meet the applicable standards of care, applicable laws, building codes and regulations ("design requirements") for the submission of a permit application from governmental authorities with jurisdiction over the project. At times, these design requirements may be interpreted differently by certain government inspectors and building officials, resulting in changes to the design documents and the project construction, in some cases after permits and approvals have already been issued. Although these design changes may increase the construction costs of the Project, that does not mean that the design documents were not prepared to meet the applicable design requirements or professional standards. It is therefore expressly understood that any additional construction costs that may result, shall not be the basis for any claim for damages against PS&S; and, any design changes required to satisfy conditions of approval by any regulatory agency shall be billed on a time and materials basis as additional costs.

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 electronic copies of Design Documents but solely in connection with its use on the Project. The Design 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 Design 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 different, unintended 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"), without the knowledge and consent of PS&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 and provide notice of any issues or irregularities upon receipt of the files. Otherwise, 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. Documents that may be relied upon by the Client, or its User(s) are limited to the versions 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.

14. INSURANCE

PS&S will procure and maintain such insurance as will protect it from: claims related to or arising from Workers' Compensation Acts; claims for damages arising from bodily injury, sickness, disease or death of any and all employees or of any person other than such employees; claims or damages arising from injury to or destruction of property including loss of use resulting therefrom; and claims arising out of the performance of our professional services, but only to the extent such claims arise out of the performance of our professional services. A Certificate of Insurance shall be forwarded to the CLIENT if requested upon receipt of signed agreement evidencing our workers compensation policy coverage, general liability policy coverage, automobile liability coverage, excess coverage, professional liability coverage, and pollution liability coverage.

15. 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.

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 09023.0365
Date: 03/20/2023

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 January 1, 2023, but may be modified thereafter by PS&S, depending on market conditions. PS&S reserves the right to add or modify title names within each established billing rate category.

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.

Billable Hourly Rate	Title
$ 235	Executive VP, Principal LSRP, SVP, VP
$ 230	Sr. Director, Director, Lead Surveyor
$ 225	Sr. Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer), Sr. Project Manager, Sr. Project LSRP, Scientific Leader, Sr. (CAD/BIM Manager, Construction Field Specialist), Project Controls Manager
$ 205	Project Manager, Lead (Architect, Engineer, Landscape Architect, Planner, Project Designer, Project Scientist), Sr. (Project Surveyor, Operations Analyst, LSRP), Construction Field Specialist, CAD/BIM Manager, Survey Crew Coordinator
$ 185	Sr. Project (Architect, Engineer, Landscape Architect, Planner) Lead (Designer, Scientist, GIS Analyst), Lead Project CAD/BIM Technician, Sr. Surveyor, Project LSRP
$ 170	Sr. (Architect, Engineer, Landscape Architect, Planner, Archaeologist, Architectural Historian), Sr. Project (Designer, Scientist), Lead (Construction Inspector, Project Controls Analyst, CAD/BIM technician), Operations Analyst, Project Surveyor, LSRP
$ 160	Sr. (Construction Inspector, Crew Chief), Project Coordinator
$ 155	Project (Architect, Engineer, Landscape Architect, Planner), Sr. (Designer, Scientist, GIS Analyst), Sr. Project CAD/BIM Technician, Archaeologist III, Principal Investigator, Surveyor, Survey Technician
$ 145	Architect, Engineer, Landscape Architect, Planner, GIS Analyst, Project (Designer, Scientist), Sr. (CAD/BIM Technician, Project Controls Analyst)
$ 135	Crew Chief, Archaeologist/Architectural Historian II, Survey CAD Technician, Project Construction Inspector
$ 130	Technical (Designer, Scientist), Project CAD/BIM Technician, Archaeologist/Architectural Historian I
$ 120	Designer, Scientist, CAD/BIM Technician, Field/GIS Technician
$ 105	Project Controls Analyst, Sr. Administrative Support
$ 105	Instrument Operator, Construction Inspector
$ 85	Administrative Support

When survey field crew time is billed on a crew basis, the following rates apply (portal to portal):

$ 265	2-person crew	$345	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.

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 31,000.00

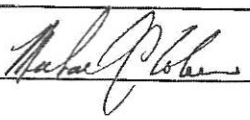
Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 21,000.00

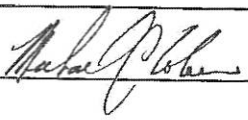
Project # & Description Project #1 - 60 Main Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 24,000.00

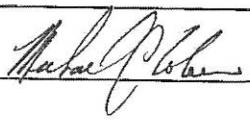
Project # & Description Project #2 - 92 Washington St & 549 Valley Road

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 18,000.00

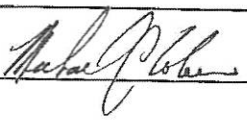
Project # & Description Project #3 - 60 1/2 Cherry Street

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 44,000.00

Project # & Description Project #5 - Eight (8) Pump Stations

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature:

Zayibeth Carballo

From: Louis Reynolds
Sent: Tuesday, April 4, 2023 10:45 AM
To: Zayibeth Carballo
Subject: Fwd: Request for Proposal West Orange - Revised
Attachments: image001.png; image001.png; image001.png; Price Proposal_westorange.org_20230306_#5R.pdf; Price Proposal_westorange.org_20230306_ALL_R.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Revised quote . Along with the interpretation for the revision.

Sent from my iPhone

Begin forwarded message:

> **From:** Michael Cohen <Mcohen@psands.com>
> **Date:** April 4, 2023 at 10:25:07 AM EDT
> **To:** Louis Reynolds <lreynolds@westorange.org>
> **Subject: Request for Proposal West Orange - Revised**
>
> Lou:
> We looked again at our estimate for the assessments of the eight (8)pump stations. We had assumed we could cover 2 – 3 per day with 2 or 3 people. Upon further review, we believe we can only cover 2 per day at best. Plus, we also need a civil representative to cover the associated sites. This additional effort, plus the time to review existing information and review the station operations with Township personnel has now all been included. We have revised our estimate. Please see the attached for your consideration.
>
> Let me know if there are any questions.
>
> Best,
>
> **Michael P. Cohen**
> Sr. Vice President
>
> o. 732.584.0273
> c. 732.713.5991
> mcohen@psands.com
>
> 3 Mountainview Road
> Warren, NJ 07059
>
> **Website** | **Instagram** | **LinkedIn**

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in Section 2 – Scope of Services.

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 133,000.00 or, if all 5 Projects awarded together $126,000.00

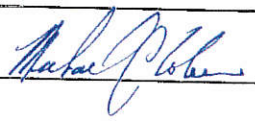
Project # & Description All Projects (#1, #2, #3, #4 & #10)

Price Proposal Signature

Name: Michael P. Cohen

Title: Sr. Vice President

Date: 3/20/2023

Signature: 

PETRY ENGINEERING, LLC

March 17, 2023

Mr. Louis Reynolds, CPWM/Supervisor
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: **PROPOSAL 23-055**
Engineering Services – Facilities Condition Assessment
Various Locations
West Orange, New Jersey

Dear Mr. Reynolds:

Thank you for the opportunity to offer our professional engineering services in connection with the condition assessment of multiple facilities throughout West Orange. Having performed numerous condition assessments throughout West Orange and the surrounding area, we are familiar with the engineering expertise you are looking for.

We understand the Township of West Orange would like comprehensive visual inspections performed at various facilities to establish their current condition and document deficiencies. During our inspections, we shall interview key personnel with intimate knowledge of the facilities and review existing building documents that may be available. Following our inspection, we shall prepare a report that establishes an overall condition and includes recommendations & cost estimates for the design & implementation of repairs. The items inspected shall include:

- Exterior Systems
  Foundation, roofs, walls, window systems, exterior doors, civil/structural components, sidewalks, parking lots, driveways, outside lighting, water lines, gathering areas, vegetation, and architectural components.

- Interior Systems
  Walls, doors, flooring, ceiling, hardware, architectural components, fire escapes, HVAC, electrical components, plumbing, fire protection, and elevProject #1 - 60 Main Streetators.

We propose to provide an investigation, evaluation, and recommendations at each facility listed in our Scope of Services. Our team will include civil/structural engineers, architects, an MEP engineer, and an elevator consultant. Petry Engineering, LLC shall provide a letter report presenting our observations along with recommendations for addressing noted issues.

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

We anticipate that the reports prepared by the MEP and elevator consultant shall be incorporated into ours to create one comprehensive document at the time of submittal.

Our services have been separated into five distinct "Projects" that are listed in your initial request.

Please note, our investigation & subsequent report does not include the design of necessary repairs to each facility. It will only assess the existing condition and make recommendations to address the issues. If repairs are necessary, we can prepare a separate proposal for that design effort.

Should the above summary meet your approval, we propose to provide professional engineering services for the design work as follows:

SCOPE OF SERVICES

Facility Condition Assessment & Report (each location)

1. Perform a review of available plans and record documents to be provided by you.

2. Perform a visual inspection of the exterior and interior systems to establish visible flaws or deterioration. This includes civil/structural, MEP, and elevator inspections by our team, along with taking photos and measurements as necessary to document and evaluate the noted issues.

   (Please note: Estimate energy consumption and efficiency upgrades are for lighting and mechanical equipment only. Detailed calculations or modeling are excluded.)

3. Conduct interviews of key personnel at each facility to obtain pertinent information regarding the condition of the various facility systems.

4. Review our initial findings with the Township's administration to discuss items discovered.

5. Provide draft reports to the Township for their comment.

6. Incorporate comments from the Township into our reports.

7. Prepare budgets for the recommended repairs of issues noted.

8. Prepare a comprehensive report outlining the facility's condition and recommended repairs. The report shall include photos and sketches as necessary to convey the required information.

REMUNERATION

We have established Lump Sum Fees for the services outlined above at the various project locations. Separate Price Proposals for each project are also attached. Our fees are as follows:

Facility Condition Assessment & Report

Project #1 – 60 Main Street	**Lump Sum**	**$ 25,850.00**
Project #2 – 92 Washington Street & 549 Valley Road	**Lump Sum**	**$ 25,890.00**
Project #3 – 60 ½ Cheery Street (Rec. Offices & Pool House)	**Lump Sum**	**$ 24,340.00**
Project #4 – 650 Pleasant Valley Way & 551 Valley Road	**Lump Sum**	**$ 25,600.00**
Project #10 – Pump Stations (PS)		
Cherry Lane PS	**Lump Sum**	**$ 8,600.00**
Dogwood PS	**Lump Sum**	**$ 8,600.00**
Grande PS	**Lump Sum**	**$ 8,600.00**
Haggerty PS	**Lump Sum**	**$ 8,600.00**
King PS	**Lump Sum**	**$ 8,600.00**
Northfield PS	**Lump Sum**	**$ 8,600.00**
Short Hills PS	**Lump Sum**	**$ 8,600.00**
Vitro PS	**Lump Sum**	**$ 8,600.00**

We will invoice you at the time of submittal of the documents to you. Payment is due in full within thirty days of invoice date. Past due invoices are subject to 1 1/2% interest per month and any and all collection fees including reasonable attorney fees. We reserve the right to stop work and freeze all records relating to any project with a past due balance.

Any additional meetings, site visits, or structural design tasks required shall be provided on an hourly basis in accordance with our 2023 rates for West Orange. We have included a separate rate for our MEP consultant with no mark up:

Principal (PE)	$200.00
Senior Engineer (PE)	$165.00
CADD Engineer	$155.00
MEP Consultant	$250.00

We trust that we have provided sufficient information for your review. Should you have any questions, please feel free to call.

Very truly yours,

PETRY ENGINEERING, LLC

Christopher J. Daly

Christopher J. Daly, PE

J. Michael Petry

J. Michael Petry, PE, PP, AIA

23-055 – Facility Condition Assessment – West Orange

155 Passaic Avenue, Suite 350, Fairfield, New Jersey 07004
973-227-7004 963-227-7074 (fax)
www.petryengineering.com

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 25,850.00

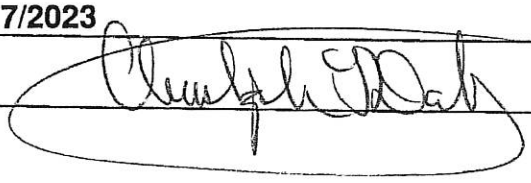
Project # & Description **Project #1 - 60 Main Street, aka Police Department**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 25,890.00

Project # & Description **Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station housing the WOPD Community Services Unit (CSU) and 549 Valley Road, aka the Valley Sub Station housing the WOPD Traffic Bureau**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature:

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 24,340.00

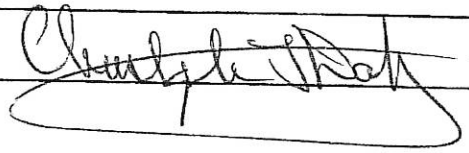
Project # & Description **Project #3 - 60 1/2 Cheery Street, aka Recreation Offices (including Ginny Duenkel Pool House)**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 25,600.00

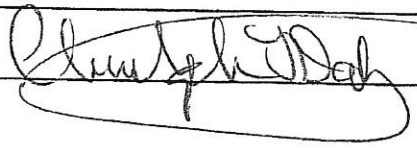
Project # & Description **Project #4 - 650 Pleasant Valley Way, aka Katz Community Center; 551 Valley Road, aka West Orange Arts Center;**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Cherry Lane PS, 99 Cherry Lane**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

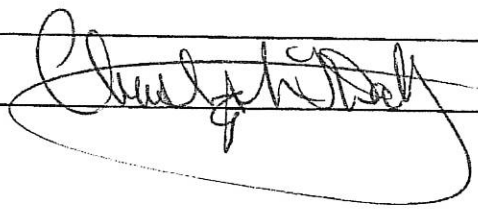
Project # & Description **Project #10 - Dogwood PS, 39 Dogwood Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Grande PS, 1 Rappleye Court**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Haggerty PS, 50 Haggerty Drive**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: Christopher J. Daly

APPENDIX 1 - PRICE PROPOSALS

Instructions

Proposer must complete this section in its entirety for each of the projects identified in Appendix 2 and may supplement this section with additional pages as to provide the Township with a more detailed breakdown, backup and/or options of the related cost associated with the services being solicited in this solicitation.

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Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - King PS, 14 King Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

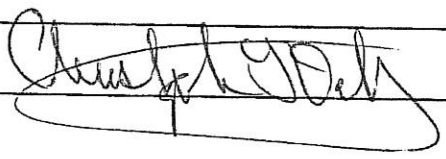
Project # & Description **Project #10 - Northfield PS, 794 Northfield Avenue**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm not-to-exceed cost. There will be no reimbursable permitted. Include in the above pricing, all expenses associated with performing the facilities condition analysis including, travel, meals, lodging, printing, etc.

Total Proposed Cost: $ 8,600.00

Project # & Description **Project #10 - Short Hills PS, 111 Old Short Hills Road**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: _____

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 8,600.00

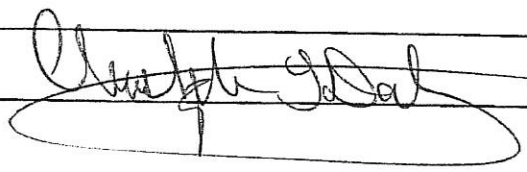
Project # & Description **Project #10 - Vitro PS, 198 Pleasant Valley Way**

Price Proposal Signature

Name: **Christopher J. Daly**

Title: **Member**

Date: **03/17/2023**

Signature: 

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ $25,366

Project # & Description Project #1 - 60 Main Street, aka Police Department

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$1,816		$1,656				$3,472
Task 3	Inspections		$3,632		$1,656				$5,288
Task 4	Assessment		$1,816		$3,312				$5,128
Task 5	Report Preparation	$454	$3,632		$4,968		$1,352		$10,406
	Sub-Totals	$454	$10,896		$11,592		$1,352	$1,072	$25,366

Total Cost: $25,366

Boswell Engineering

Man-Hours for Project #1 - 60 Main Street, Police Department, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		8		8				16
Task 3	Inspections		16		8				24
Task 4	Assessment		8		16				24
Task 5	Report Preparation	2	16		24		8		50
	Sub-Totals	2	48		56		8	8	122

Total Man-Hours: 122

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 18,469

Project # & Description Project #2 - 92 Washington St, aka Police Officer Timothy Groves Community Sub Station

Price Proposal Signature

Name: Kevin J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing th WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$1,035				$2,851
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,143		$1,352	$1,072	$18,469

Total Cost: $18,469

Boswell Engineering

Man-Hours for Project #2 - 92 Washington Street, aka Police Officer Timothy Groves Community Substation housing the WOPD Community Services Unit; 549 Valley Road aka Valley Substation housing the WOPD Traffic Bureau, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		5				13
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		49		8	8	91

Total Man-Hours: 91

APPENDIX 1 - PRICE PROPOSALS

Instructions

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Total Proposed Cost: $ 18,676

Project # & Description Project #3 - 60 1/2 Cherry St, aka Recreation Offices (including Ginny Duenkel Pool House)

Price Proposal Signature

Name: Kevin J. Boswell, P.E

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost proposal for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$1,242				$2,150
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$10,350		$1,352	$1,072	$18,676

Total Cost: $18,676

Boswell Engineering

Man- Hours for Project # 3 -60 1/2 Cherrry Street aka Recreation Offices, including Ginny Duenkel Pool Building, Township of West Orange, Essex County New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		6				10
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		50		8	8	92

Total Man-Hours: 92

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 18,262

Project # & Description Project #4 - 650 Pleasant Valley Way, aka Katz Community Center;
551 Valley Road, aka West Orange Arts Center

Price Proposal Signature

Name: Kevin, J. Boswell, P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title ---------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name ---------->									Task Totals
Hourly Rates ---------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							$1,072	$1,072
Task 2	Township of West Orange Interviews		$908		$828				$1,736
Task 3	Inspections		$1,816		$828				$2,644
Task 4	Assessment		$908		$3,312				$4,220
Task 5	Report Preparation	$454	$1,816		$4,968		$1,352		$8,590
	Sub-Totals	$454	$5,448		$9,936		$1,352	$1,072	$18,262

Total Cost: $18,262

Boswell Engineering

Man-Hours for Project #4 - 650 Pleasant Valley Way aka Katz Community Center; 551 Valley Road aka West Orange Arts Center, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title ---------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name ---------->								Task Totals
	Hourly Rates ---------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection							8	8
Task 2	Township of West Orange Interviews		4		4				8
Task 3	Inspections		8		4				12
Task 4	Assessment		4		16				20
Task 5	Report Preparation	2	8		24		8		42
	Sub-Totals	2	24		48		8	8	90

Total Man-Hours: 90

APPENDIX 1 - PRICE PROPOSALS

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Total Proposed Cost: $ 67,879

Project # & Description Project #10 - Pump Stations (PS): Cherry Lane PS; Dogwood PS; Grande PS; Haggerty PS; King PS; Northfield PS; Short Hills PS; Vitro PS

Price Proposal Signature

Name: Kevin J. Boswell P.E.

Title: Vice President

Date: March 30, 2023

Signature: Kevin J. Boswell

Boswell Engineering

Cost Proposal for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road; Vitro PS, 198 Pleasant Valley Way, Township of West Orange, Essex County, New Jersey

Description of Work		Estimated Man Days							Total Labor Cost
Title --------->		Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
Staff Name --------->									Task Totals
Hourly Rates --------->		$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		$4,540			$1,930			$6,470
Task 2	Township of West Orange Interviews		$1,816	$1,752					$3,568
Task 3	Inspections		$10,896		$9,936				$20,832
Task 4	Assessment		$9,080	$2,190	$4,140	$3,860	$338	$268	$19,876
Task 5	Report Preparation	$227	$9,080	$2,190	$4,140	$1,158	$338		$17,133
	Sub-Totals	$227	$35,412	$6,132	$18,216	$6,948	$676	$268	$67,879

Total Cost: $67,879

Boswell Engineering

Man-Hours for Project #10 - Pumping Stations - Cherry Lane PS, 99 Cherry Lane; Dogwood PS 39 Dogwood Road; Grande PS, Rappleye Court;Haggerty PS, 50 Haggerty Drive; King PS, 14 King Road; Northfield PS, 794 Northfield Avenue; Short Hills, 11 Old Short Hills Road;

Description of Work		Estimated Man Hours							Man-Hours Per Task
	Title --------->	Principal	Project Manager	Project Engineer	Senior Design Engineers	Design Engineer	CADD Tech	GIS Analyst	
	Staff Name --------->								Task Totals
	Hourly Rates --------->	$227.00	$227.00	$219.00	$207.00	$193.00	$169.00	$134.00	
Task 1	Data Collection		20			10			30
Task 2	Township of West Orange Interviews		8	8					16
Task 3	Inspections		48		48				96
Task 4	Assessment		40	10	20	20	2	2	94
Task 5	Report Preparation	1	40	10	20	6	2		79
	Sub-Totals	1	156	28	88	36	4	2	315

Total Man-Hours: 315

159-23
April 18, 2023

Resolution to Authorize the Purchase of Playground Equipment and installation through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 20-21/22 Co-op # 65MCESCCPS

WHEREAS, the 2022 Capital Budget for the Township of West Orange includes funds for new Playground equipment at Minish Park and Club Blvd Park to replace existing equipment and surfacing; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

WHEREAS, the Township as a member of the Educational Services Commission of NJ (ESCNJ) cooperative can utilize the cooperative contracts with the following Company see Exhibit "A" annexed hereto for cost detail:

Ben Shaffer Recreation, Inc
P.O. Box 844
Lake Hopatcong, NJ 07849

NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-22
Total Equipment with Installations - $286,153.50

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for New Playground Equipment and installation for Minish Park and Club Blvd Park be awarded to the above-mentioned company.

BE IT FURTHER RESOLVED, that the Purchasing Agent, on behalf of the Township issue and execute Purchase Order for the amount awarded with funds certified available by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Tammy Williams, Council President**

Adopted: April 18, 2023

I certify funds are available in Account No. _____
2022 Capital Budget $286,153.50

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

BEN SHAFFER RECREATION

Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Scott Tumminello	3/17/2023	1464

BILL TO
West Orange Township/Bill Kehoe
Accts. Payable Dept.
66 Main Street
West Orange NJ 07052

SHIP TO
West Orange Recreation
Club Park Playground
West Orange NJ 07052

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
BCI Burke Company, LLC	PROJECT 130-164459-2 Custom 2-5 & 5-12 Playground including structures, swings, benches, signs...	1.00	$60,043.00	$60,043.00
BCI Burke Company, LLC	CUSTOM 6' PVC traditional bench w/back	2.00	$723.00	$1,446.00
	DISCOUNT	1.00	($4,919.12)	($4,919.12)
	FREIGHT	1.00	$4,900.00	$4,900.00
BSR	MHL Man-Hour Labor Removal of all equipment and engineered wood fiber and disposal of same off site do PIP Prep including stone and extruded curbing	437.00	$125.00	$54,625.00
BSR	RECEIVE Receive/Unload/Transport Delivery. Cost per man-hour.	12.00	$125.00	$1,500.00
BSR	INSTALL Standard installation of above items to manufacturer's specification	1.00	$27,619.78	$27,619.78
BSR	MHL Man-Hour Labor construction debris removal	12.00	$125.00	$1,500.00

Club Playground **$146,714.66**

The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc." Prices do not include installation unless otherwise specified above.

SBE Certified

Scott Tumminello
Ben Shaffer Recreation Inc.

BEN SHAFFER RECREATION

Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Scott Tumminello	3/17/2023	1464

Vice President, CPSI
Scott@BenShaffer.com
P: 973-294-5970

BEN SHAFFER RECREATION

Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Scott Tumminello	3/8/2023	1376

BILL TO
West Orange Township/Bill Kehoe
Accts. Payable Dept.
66 Main Street
West Orange NJ 07052

SHIP TO
West Orange Recreation
Minish Park Playground
West Orange NJ 07052

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
BCI Burke Company, LLC	PROJECT 130-164319-2 Custom 2-5 & 5-12 Playground including structures, swings...	1.00	$56,568.00	$56,568.00
	DISCOUNT	1.00	($4,525.44)	($4,525.44)
	FREIGHT	1.00	$4,500.00	$4,500.00
BSR	MHL Man-Hour Labor Removal of all equipment and engineered wood fiber and disposal of same off site do PIP Prep including stone and 6" extruded curbing	431.00	$125.00	$53,875.00
BSR	RECEIVE Receive/Unload/Transport Delivery. Cost per man-hour.	12.00	$125.00	$1,500.00
BSR	INSTALL Standard installation of above items to manufacturer's specification	1.00	$26,021.28	$26,021.28
BSR	MHL Man-Hour Labor construction debris removal	12.00	$125.00	$1,500.00

Minish Playground **$139,438.84**

The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc." Prices do not include installation unless otherwise specified above.

SBE Certified

Scott Tumminello
Ben Shaffer Recreation Inc.
Vice President, CPSI
Scott@BenShaffer.com

BEN SHAFFER RECREATION

Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Scott Tumminello	3/8/2023	1376

P: 973-294-5970

160-23
April 18, 2023

Resolution to Authorize the Purchase of surfacing for playground equipment and installation through the Education Services Commission of NJ (ESCNJ)
Cooperative Contracts # ESCNJ 20/21-02 Co-op # 65MCESCCPS

WHEREAS, the 2022 Capital Budget for the Township of West Orange includes funds for new Playground equipment at Minish Park and Club Blvd Park to replace existing equipment and surfacing; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

WHEREAS, the Township as a member of the Educational Services Commission of NJ (ESCNJ) cooperative can utilize the cooperative contracts with the following Company see Exhibit "A" annexed hereto for cost detail:

Ben Shaffer Recreation, Inc
P.O. Box 844
Lake Hopatcong, NJ 07849

NJ State Approved Co-op No. 65MCESCCPS
Bid Number ESCNJ 20/21-02
Total surfacing with Installations - $126,037.75

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council that the Contract for Surfacing for playground equipment and installation for Minish Park and Club Blvd be awarded to the above-mentioned company.

BE IT FURTHER RESOLVED, that the Purchasing Agent, on behalf of the Township issue and execute Purchase Order for the amount awarded with funds certified available by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Tammy Williams, Council President**

Adopted: April 18, 2023

I certify funds are available in Account No. _____
2022 Capital Budget $126,037.75

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

BEN SHAFFER RECREATION

Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Scott Tumminello	3/8/2023	1377

BILL TO
West Orange Township/Bill Kehoe
Accts. Payable Dept.
66 Main Street
West Orange NJ 07052

SHIP TO
West Orange Recreation
MinishPark Playground
West Orange NJ 07052

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
Whirl Corporation Inc.	DF64PIP3.5-ESCNJSB Durafloor 3.5" 60/40*	3,985.00	$11.95	$47,620.75
Whirl Corporation Inc.	DF64PIP3.5-3500-ESCNJSB Install of Durafloor 3.5" 60/40* 3500+ sq ft.	3,985.00	$4.20	$16,737.00
	FREIGHT	1.00	$5,750.00	$5,750.00

Minish PIP Surfacing **$70,107.75**

The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

SBE Certified

Scott Tumminello
Ben Shaffer Recreation Inc.
Vice President, CPSI
Scott@BenShaffer.com
P: 973-294-5970

BEN SHAFFER RECREATION

Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Scott Tumminello	3/16/2023	1437

BILL TO
West Orange Township/Bill Kehoe
Accts. Payable Dept.
66 Main Street
West Orange NJ 07052

SHIP TO
West Orange Recreation
Club Park Playground
West Orange NJ 07052

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
Whirl Corporation Inc.	DF64PIP3.5-ESCNJSB Durafloor 3.5" 60/40*	3,200.00	$11.95	$38,240.00
Whirl Corporation Inc.	DF64PIP3.5-3500-ESCNJSB Install of Durafloor 3.5" 60/40* 3500+ sq ft.	3,200.00	$4.20	$13,440.00
	FREIGHT	1.00	$4,250.00	$4,250.00

Club PIP Surfacing **$55,930.00**

The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

SBE Certified

Scott Tumminello
Ben Shaffer Recreation Inc.
Vice President, CPSI
Scott@BenShaffer.com
P: 973-294-5970

161-23
April 18, 2023

RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the Township of West Orange has applied for and has been awarded a grant in the amount of up to $3,330,360 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Remedial Action of the Selecto Flash & Biddelman Properties property; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the above referenced grant is hereby accepted and the Acting Business Administrator is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange; and be it further

RESOLVED, that a comprehensive plan exists specifically for the development or redevelopment of suspected or confirmed discharge of a hazardous substance or hazardous waste in the host municipality or can otherwise demonstrate its commitment to the Authority that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation; and be it further

RESOLVED, that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority; and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C., Municipal Clerk **Tammy Williams, Council President**

Adopted: April 18, 2023

162-23
April 18, 2023

R E S O L U T I O N

WHEREAS, the Township of West Orange requires construction inspection services for the Degnan Park & Rolling Green Court Improvements project; and

WHERERAS, the Township Engineer solicited a proposal from professional engineering

firm, CME Associates, 1460 Route 9 South, Howell, NJ 07731 for construction inspection services; and

WHEREAS, CME Associates, responded to the Request for Proposal; and

WHEREAS, CME Associates have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated April 12, 2023 the Township Engineer recommended a professional services contract be awarded to CME Associates, 1460 Route 9 South, Howell, NJ 07731 to provide construction inspection services for the Degnan Park & Rolling Green Court Improvements project; and

WHEREAS, CME Associates responded to the Township's Request for Qualifications for Professional Services for 2023; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of CME Associates; 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 CME Associates to provide construction inspection services for Degnan Park & Rolling Green Court Improvements project in the amount of $58,000.00.

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 J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. _____
$58,000.00

_____
John Gross, Chief Financial Officer

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME

BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME
KEITH CHIARAVALLO, PE, CME

CME ASSOCIATES

April 4, 2023

Zayibeth Carballo, Township Engineer
Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: Estimate of Fees for Construction Inspection Services
Degnan Park & Rolling Green Court Improvements
Township of West Orange, Essex County, NJ
Proposal No. 2023-064

Dear Ms. Carballo:

We are pleased to present our estimate of fees for construction inspection services for the above referenced project.

The project will generally consist of the reconstruction of five (5) tennis courts on Alisa Drive at Degnan Park, including new post-tensioned concrete slabs, color coatings, line striping, fencing, nets, and posts. Also included is the installation of new LED lights for the courts, including new poles, conduit, and controls.

This project will also include the reconstruction of two (2) asphalt surface tennis courts at Rolling Green on Highland Place and Mt. Pleasant Avenue, including new hot mix asphalt pavement courses, color coatings, line striping, perimeter curb, fencing, nets, and posts.

The Engineer's Estimate for the work is approximately $1,418,000. With this being said, our proposed scope of work is as follows:

A. <u>Construction Inspection Services</u> - The following services are provided under this phase:

1. Attend pre-construction meetings;
2. Coordinate with the contractor to ensure compliance with the final contract documents;
3. Provide assistance with interpretation of contract documents;
4. Review shop drawings;
5. Provide responses to RFI's from contractor and provide design related services on an on-call, as-needed basis; and,
6. Provide construction observation services, provide daily tracking of construction quantities, prepare contractor punch lists, and perform final walkthrough.

CONSULTING AND MUNICIPAL ENGINEERS
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA2835900
1460 ROUTE 9 SOUTH • HOWELL, NEW JERSEY 07731 • (732) 462-7400 • FAX: (732) 409-0756

We will provide the necessary engineering services as described above for the following price:

Total Estimated Fee for Services $58,000.00

Exceptions:

- Preparation of payment estimates and closeout change orders is not included. It is anticipated that construction quantities will be provided to the Township for preparation of same.
- Any work not specified as listed in the above phase shall be considered additional services and will be invoiced at the time said work is authorized by the Township.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME, CFM
For the Firm

TT/AB

cc: Tina Benevento

163-23
April 18, 2023

RESOLUTION TO AWARD CONTRACT

RE-BID REPAIR AND MAINTENANCE OF BUSES FOR THE WEST ORANGE PUBLIC WORKS

WHEREAS, the Township of West Orange Public Works Department has requested the services of a company to perform routine maintenance and repair of buses to keep them operating efficiently, see Exhibit A; and

WHEREAS, in accordance with the Local Public Contract Law N.J.S.A. 40A:11-1 et seq., the Purchasing Agent advertised for bids and did receive three (3) submissions on the date April 12, 2023 and time 11:00 am posted; and

WHEREAS, three bids were received and the bids were reviewed by both the West Orange Public Works department and the Purchasing Agent to be found responsible and responsive to the specifications and cost restraints; and

WHEREAS, the following proposal has been submitted by for Preventative Maintenance and Hourly Repairs:

Select Auto & Truck Repair located at 52 Washington Street, West Orange, NJ 07052
Annual preventative maintenance costs:
5,000-mile interval $275.00
10,000-mile interval $450.00
TOTAL $725.00
General Repairs Rates:
Hourly Repair Rate $85.00
Hourly OT $85.00
Travel Cost $0
OEM Parts Mark Up 20%

Belair Services Located at 641 Tremont Avenue, Orange, NJ 07050
Annual preventative maintenance costs:
5,000-mile interval $525.00
10,000-mile interval $425.00
TOTAL $950.00
General Repairs Rates:
Hourly Repair Rate $75.00
Hourly OT $75.00
Travel Cost $0
OEM Parts Mark Up 20%

On-Site Fleet Services Located at 36 Edgeboro Road, East Brunswick, NJ 08816
Annual preventative maintenance costs:
5,000-mile interval $225.00
10,000-mile interval $550.00
TOTAL $775.00

General Repairs Rates:
Hourly Repair Rate $105.00
Hourly OT $105.00
Travel Cost $0
OEM Parts Mark Up 25%

LET IT BE RESOLVED, by the Council of the Township of West Orange that the Re-Bid Repair and Maintenance of Buses for the West Orange Public Works Preventive maintenance be awarded to Select Auto & Truck Repair and for the hourly repairs awarded in the order of 1) Belair Services, 2) Select Auto and Truck Repair and 3) On-Site Services for the term of 24 months with the option to extend one (1) additional year.

BE IT FURTHER RESOLVED, that the Purchasing Agent is hereby authorized to arrange to pay for the forgoing in accordance with the terms of the purchase order and from funds certified by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C.
Township Clerk

Tammy Williams
Council President

Adopted: April 18, 2023

I hereby certify funds are available from: **Account No. _____**

_____

John Gross, Chief Financial Officer

EXHIBIT "A"

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$ 375 -
10,000 mile interval as specified	$ 450 -
Total	$ 705 -

Total in words Seven Hundred and Twenty Five Dollars

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ 85 -
Hourly Overtime Rate	$ 85 -
Travel Cost	$ - 0 -
OEM Parts Mark Up	20 %

COMPANY NAME Select Auto & Truck Repair

ADDRESS 52 Washington St
West Orange NJ 07052

PHONE 973-325-7858

Email jon@selecttowing.com DATE 4/11/23

BY Jon E McEly Pres.
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$ $525.00
10,000 mile interval as specified	$ $425.00
Total	$ $950.00

Total in words NINE Hundred FIFTY Dollars

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ 75.00
Hourly Overtime Rate	$ 75.00
Travel Cost	$ 0
OEM Parts Mark Up	20 %

COMPANY NAME Belair Services

ADDRESS 641 TREMONT AVE
ORANGE, NJ 07050

PHONE 973-493-1969

Email JASONALLCRAC yahoo.com DATE 5/6/23

BY _____
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$ 225.00
10,000 mile interval as specified	$ 550.00
Total	$ 775.00

Total in words Seven Seventy Five

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ 105.00
Hourly Overtime Rate	$ 105.00
Travel Cost	$ 0
OEM Parts Mark Up	25 %

COMPANY NAME On-Site Fleet Service, Inc.

ADDRESS 36 Edgeboro Rd
East Brunswick, NJ 08816

PHONE 732-651-1600

Email cobf@on-sitefleetservice.com DATE 4/7/2023

BY [signature] Chief Executive officer
(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

REQUEST FOR BIDS

RE-BID REPAIR AND MAINTENANCE OF BUSES FOR THE WEST ORANGE PUBLIC WORKS DEPARTMENT

Submission Date:
April 12, 2023
11:00 A.M.
Prevailing time

TOWNSHIP OF WEST ORANGE* 66 MAIN STREET* WEST ORANGE, NJ 07052*
973-325-4056

Invitation to Bid

Notice is hereby given that the Township of West Orange is requesting sealed bids for the Repair and Maintenance of Buses for the West Orange Public Works Department. The specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title of bid, name and address of party making same, addressed to the Township Council, Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Wednesday, April 12, 2023 at 11:00 a.m. and will be publicly opened and read at that time in Council Chambers of Town Hall located at 66 Main Street, West Orange, NJ 07052. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2. The Township reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Panayiota Reynolds
Purchasing Agent

CONTENT:

Section I:	Bus List
Section II:	West Orange Public Works Bus Service and Repair Requirements
Section III:	West Orange Public Works Bus Preventative Maintenance Scheduled Inspection Chassis Service Requirements
Section IV:	Proposal Form
Section V:	Bidder Instructions and Mandatory Forms

SPECIFICATIONS
REPAIR AND MAINTENANCE OF BUSES FOR
TOWNSHIP OF WEST ORANGE PUBLIC WORKS DEPARTMENT

GENERAL INTENT

Bidding on this contract will be limited to vendors actively engaged in the field of Bus repair services. The successful bidder will be expected to provide service in a timely, competent and professional manner. It is recognized that the equipment to be serviced is essential to Township of West Orange's, to be known as the ("Township"), management operations. Vendors must be able to demonstrate the ability and experience to provide superior quality of service. Vendor shall be actively in business for at least five (5) years in the maintenance, service, and repair of equipment of similar manufacture, capacity, and operating characteristics as those covered by this contract.
Bidders must provide documented proof of qualifications (Certifications) and three (3) references.

Term of Contract
This contract shall remain in effect for a period of two (2) years with an option to extend one (1) year based upon available funding. All terms and conditions of the contract shall remain the same for the additional years

Time and Materials

All quotes for work other than preventive maintenance services (which will be based on an annual cost) will include an hourly labor rate, overtime, any travel costs, and percentage of markup from wholesale on materials to be provided. Turnaround time for repairs to be completed will be 2-3 business days, unless there is an issue with parts shortages.

Acceptance

The Township reserves the right to examine all work performed under this contract. The Contractor will correct any and all defects and unsatisfactory work found by the Township. The Vendor shall correct said defects and unsatisfactory work at its own expense.

Parts

The Vendor must supply replacement parts equal or greater than Original Equipment Manufacturer (OEM) parts. The Township has the right to inspect all parts that will be used by the vendor. All replacement parts must be saved for fourteen (14) days for review by the Township.

Guarantee

Any work that is performed under this contract shall be guaranteed for a period of six (6) months from the date of acceptance. Said guarantee shall survive the expiration of this contract.

Payment

Payment shall be made in accordance with Township policy. No payment shall be made without an invoice and signed voucher (purchase order).

a. A detailed invoice for repairs or service shall be given at the time of pick up. Details and specifics on scheduling repair maintenance will be arranged with Garage Supervising Mechanic or designee.

b. During the course of this contract, vehicles may be added or deleted by the Township of West Orange.

Cancellation

If in the opinion of the Township of West Orange the contractor is not performing in a satisfactory manner, the Township of West Orange may at any time during the contract period terminate the contract by giving thirty (30) days' notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the contract. In the event the Township of West Orange cancels the contract, the contractor shall only be entitled to payments for work properly performed and completed.

SECTION I

BUSES

While it could change at any time, the current fleet of Buses is as follows:

Quantity	Vehicle #	Year	Make	Chassis
1	BUS 2	2014	FORD	E 450 BUS
1	BUS 3	2014	FORD	E 450 BUS
1	BUS 4	2014	FORD	E 450 BUS
1	BUS 5	2016	FORD	E 450 BUS
1	BUS 6	2017	FORD	F 550 BUS
1	BUS 8	2014	FORD	E 450 BUS
1	BUS 9	2017	FORD	F 550 BUS
1	BUS 10	2017	FORD	F 550 BUS
1	BUS 1	2023	FORD	E 450 BUS
1	BUS 7	2023	FORD	E 450 BUS

SECTION II

West Orange Public Works Bus Service and Repair Requirements

In an effort to ensure the quality of work to be provided to our department, we consider the requirements below to be the minimum service qualifications for the apparatus service center to maintain.

A. The service center must have the ability to provide a maintain service facility for repairs that cannot be performed within the Public Works.
B. The service center be located no further than 20 miles from the Township of West Orange.
C. The service center shall offer pickup and delivery service to the Township of West Orange at no extra cost occurred to the Township.
D. The service center shall demonstrate the capability and experience in maintaining and repairing Ford vehicles of the type identified in this document.
E. This minimum inventory level, which must include major electrical system components (i.e., input/output modules, display panels, etc.), HVAC components, and body trim components, must represent the majority of manufacturers utilized by the Township of West Orange Public Works Department.

Exceptions: Yes ___ No ____

SECTION III

West Orange Public Works Department
Bus Preventative Maintenance
Scheduled Inspection Chassis Service Requirements

The preventative maintenance scheduled inspection provided chassis services shall be performed in accordance with the manufacturer's maintenance specifications. The following shall include but not be limited to:

A. Preventative Maintenance at 5,000-mile intervals
   1. Engine Oil – Drain oil, inspect for metallic material. Refill with manufacturer's recommended lubricant
   2. Oil Filter – Replace with new
   3. Lubricate all lube points of undercarriage
   4. Clean battery terminals and install anti-corrosion washers
   5. Check and fill all fluid levels
   6. Inspect all drive belts and advise
   7. Inspect tie rod ends and advise
   8. Inspect tire wear and advise
   9. Fill all tires to manufacturer's recommended air pressure
   10. Inspect exhaust system
   11. Inspect undercarriage area for potential leaks (oil, antifreeze, power steering fluid, etc.)
   12. Inspect all hoses for wear and advise
   13. Inspect heater valves for potential leaks and overall operation
   14. Inspect all emergency lighting and sirens for functionality
   15. Inspect chassis lights (headlights, turn signals, interior dome lights, etc.)
   16. Inspect brake pads
   17. Inspect HVAC system in cab and module for overall operation
   18. Inspect wheel chair lift operation.
   19. Road test vehicle and advise
   20. Inspect passenger compartment and advise of all deficiencies

B. Preventative Maintenance at 10,000-mile intervals

1. Inspect tires for wear and advise
2. Rotate tires
3. Fill all tires to manufacturer's recommended air pressure
4. Check front end alignment and advise
5. Inspect brakes, note wear and advise
6. Check kingpins and advise
7. Inspect tie rod ends and advise
8. Service transmission and replace screen
9. Service rear differential and add rear additive
10. Air Filter – Replace with new
11. Fuel Filter – Replace with new
12. Check glow plug circuit (if applicable) and advise
13. Align headlights as needed
14. Inspect and lube rear step bumper area
15. Inspect all U-joints and advise
16. Inspect steering linkage
17. Road test vehicle and advise

Exceptions: Yes_____ No_____

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Re-Bid Repair and Maintenance of the Buses for the Township of West Orange Public Works Department Contract

Preventative Maintenance Cost

5,000 mile interval as specified	$_____
10,000 mile interval as specified	$_____
Total	$_____

Total in words _____

**** Be advised that the price bid for the 10,000 mile interval will be for those tasks as specified for that interval only. At 10,000 mile intervals, the 5,000 mile preventative maintenance shall also be provided, and it will be paid at the 5,000 mile interval bid price.****

General Repair Rates:

Hourly Repair Rate	$ _____
Hourly Overtime Rate	$ _____
Travel Cost	$ _____
OEM Parts Mark Up	_____%

COMPANY NAME _____

ADDRESS _____

_____

PHONE _____

Email _____ DATE_____

BY_____

(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

SECTION V

GENERAL INSTRUCTION TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.

2. In case of default by the bidder or contractor, the Township of West Orange may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.

4. The contractor shall maintain sufficient insurance ($1,000,000.00) to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.

5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

6. Each bid must be signed in ink by the person authorized to do so.

7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.

8. Non-Collusion Affidavit must be completed and included with bid.

9. A Performance Bond in the amount of 100% of total bid is **not required.**

10. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.

12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable. This contract may be awarded to multiple bidders based upon the lowest hourly labor rate.

13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.

14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be compiled with by the successful bidder.

15. Equal or Tie Bids. The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders.

16. Return of Bid Security. All bid security of the three lowest responsible bidders shall be returned with 10 days. Within 3 days after signing of the contract and approval of contractor's performance bond, the bid security remaining bidders shall be returned to them, if applicable.

17. The Township of West Orange is exempt from any State sales tax.

18. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. All exceptions shall be submitted on separate sheets within your submission. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

19. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.

20. The contract, if applicable, shall be in effect for two (2) years from the date of award, unless otherwise stated. Township can extend the contract for one (1) additional year, if agreed.

21. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.

22. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of $50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars ($200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

Bids are due: April 12, 2023 at 11:00 AM
Township of West Orange, Room 111
66 Main Street
West Orange, NJ 07052
M-F 8:30 AM – 4:30 PM

Contact: Panayiota Reynolds, Purchasing Agent
(973) 325-4056
Email: preynolds@westorange.org

1. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least seven (7) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.

2. Mandatory forms:
   Disclosure of Ownership Form
   EEO/Affirmative Action Compliance
   Prohibited Russia-Belarus Activities & Iran Investment Activities
   Business Registration
   Notice of addendum/addenda
   Political Contribution Form

Application after award:

w-9
Certificate of Insurance

Business Registration Certification and if required Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

****

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: _____

(Signature)

_____

(Name and Title)

_____

(Company)

_____

(Address)

_____

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____ , 20____

Notary Seal

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are

taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information

contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A. C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, *et seq.,* and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   Yes _____ (If yes, submit a copy of such approval.) No

2. Do you have a State Certificate of Employee Information Report approval?
   Yes _____ {If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, *et seq.,* and agrees to furnish the required documentation pursuant to the law.

COMPANY:_____NAME: _____

SIGNATURE: _____TITLE: _____

NOTE: A **bid must be rejected as non-responsive if a Bidder fails to comply with requirements of** N.J,S.A. 10:5-31, et seq., within the time frame stipulated.

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was/were received.

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.[1]

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution

If you have **NOT** made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	___

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

BIDDER'S CHECK LIST

Business Registration Certification _____

Statement of Ownership _____

Affirmative Action Compliance Notice _____

Prohibited Russia-Belarus Activities & Iran Investment Activities _____

Non-Collusion Affidavit _____

Proposal Form _____

Acknowledgement of Addenda _____

Political Contribution Form _____

Bidders must provide documented proof of qualifications (Certifications) _____

Three (3) references _____

Please initial lines.

Please provide one additional copy of entire bid package, which can be a USB/Flash Stick

END OF BID

164-23
April 18, 2023

RESOLUTION AUTHORIZING PARTICIPATION IN THE 2023 SUSTAINABLE JERSEY-PSE&G ENERGY EFFICIENCY PARTNERSHIP PROGRAM

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, the Township of West Orange (the "Township") strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents, businesses, and municipal facilities; and

WHEREAS, the Township Council has determined that the Township should apply for the aforementioned 2023 Sustainable Jersey-PSE&G Energy Efficiency Program; and

WHEREAS, Mayor McCartney, as the Sustainable Jersey Coordinator for the Township, Michael Brick, as Chair of the West Orange Environmental Commission, and John Gross, as Chief Financial Officer ("CFO") for the Township shall be identified as the primary contacts for Sustainable Jersey for the projects selected; and

WHEREAS, The Township is committed to attend a virtual kick-off event and attend a minimum of three virtual trainings with respect to the Sustainable Jersey Program

BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the Township, applying for the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, will provide staff support for all activities

related to the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, including outreach to help residents and local businesses save energy and lower their utility bills, take advantage of energy efficiency programs; and

BE IT HEREBY FURTHER RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, authorizes submission of the aforementioned application to the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Tammy Williams**
Township Clerk	**Council President**

Adopted: April 18, 2023

165-23
April 18, 2023

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 18, 2023** enter into a closed session to consider the following matter(s).

( ) 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.

( ) 2. A collective bargaining agreement or the terms of provisions of same.

( ) 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.

( ) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.

() 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

( ) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.

(X) 7. Personnel matters.

( ) 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.

( ) 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.

() 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

( ) 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Resolution Authorizing an Executive Session for the Purpose of Discussing a Matter of Personnel

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 18, 2023.**

Motion:

Second:

Vote

Aye:

Opposed:

_____ _____

Karen J. Carnevale, R.M.C.
Municipal Clerk

Tammy Williams
Council President

Adopted: April 18, 2023

166-23
April 18, 2023

RESOLUTION

TO AUTHORIZE THE SERVICE OF DOCUMENT MANAGEMENT FOR RECORDS RETENTION & DISPOSAL THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NJ COOPERATIVE

WHEREAS, the Township of West Orange (Township) is required to have implemented a revaluation of real residential and commercial property by 2025; and

WHEREAS, the purpose of such revaluation is to ensure an equitable distribution of the Township's property tax burden amongst its property owners based on true property values; and

WHEREAS, in order to accurately determine true market value of real residential and commercial property in the township, it is imperative that all relevant information impacting the accurate value of any such properties be made available to the site inspectors in real time; and

WHEREAS, to successfully make all property file data available in real time, all such property files require digitalization and to be maintained record management system for immediate access and record retention; and

WHEREAS, as a local government unit and a member of the Educational Services Commission of NJ Cooperative (ESCNJ), can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Foveonics Imaging Technologies dba Foveonics Document Solutions , Inc, located at 99 Greyrock Rd, Unit 103 Clinton, NJ 08809, who provides such digitization services, is under contract with Co-op #65MCESCCPS available for the amount of $771,115.35 with an additional $8,616.60 for the yearly software cost for a total $779,731.95 (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for not to exceed $800,000.00 to Foveonics Imaging Technologies dba Foveonics Document Solutions with funds certified available by the Chief Financial Officer.

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams**
Township Clerk **Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. _____

_____

John O. Gross, Chief Financial Officer

Exhibit "A"

Foveonics
DOCUMENT SOLUTIONS

Statement of Work

Township of
West Orange
66 Main Street
West Orange, NJ

ESCNJ

Unit Pricing from ESCNJ Co-Op (Year 1) for
Document Management for Records Retention and Disposal
NJ State Approved Co-Op #65MCESCCPS

02/21/2023

Prepared by:
Scott D. Fliegel

	Township of West Orange
Project Advocate(s)	John Gross, Mauricio Garcia, Peter Smeraldo Jr.
Project Title	Back-File Conversion of Construction / Planning / Zoning Placed within an Approved Migration Path as determined by the state of New Jersey
Project Timeline	3 to 6 Months
Begin date	(15-30) upon receipt of Purchase Order
End date	(90-180) days after Contract

Summary

The Township of West Orange, N.J. – ("Client") would like to digitize their archived Construction / Planning / Zoning records. The respective archived (paper) records have been identified within the departments and storage areas upon the second floor of the municipal building. **Please note : Foveonics has inventoried each individual area of focus within the building for each respective department. Each individual file cabinet/storage container (bankers' box Large or Small) have been identified within the departments. Maps have been estimated as well as noted in the body of this estimate. Please confirm that I have identified any / all the potential areas of storage.*

This current employed method of storage is not desirable due to the following reasons:

1. The Client is running out of space.
2. The Client is **not compliant with NJ State procedures** for business continuity and disaster recovery preparedness. The records stored are the only copy and thus the Client is susceptible to fire, flooding, or other unforeseen incidents that would result in the permanent loss of these records. The potential loss of these records is a substantial liability to the Client. If West Orange loses that critical data, access to that information will be unrecoverable. Digitization of these records will ensure that the client meets NJ Dores requirements and preserve the integrity of said records. The digital images will be stored within a digital annex vs. the present day physical location (annex).
3. All Images prepared by Foveonics will represent the legal image moving forward and eliminates the required storage of said physical document.
4. While Foveonics has possession of your archives within our facility, Foveonics will process all OPRA request and scan on demand the pertinent information directly to the (Requestor) department within 24 hours from your request. (see Foveonics Protocol identified below)

Inventory – Construction / Planning / Zoning

Estimates are based on the following:

- Any / All pre boxed Small banker boxes are estimated with an average of 2500 images.
- Any / All pre boxed Large banker boxes are estimated with an average of 6250 images.
- Miscellaneous Books, Paperwork/Documents will also be converted into the visual equivalent of small box size or a 2500 image count and noted by department.
- All / Any cabinet drawers are inventoried at an average of 6250 images on average.
- Onsite physical inventory determined that a typical 6" inch round roll equates to 60 individual maps. Foveonics will thereby use a pro rata basis in determining the inventory for estimating purposes.

Please Note: Client will only incur ACTUAL expense for the completed / prepared images that Foveonics produces (not the estimated amount) in accordance with the published ESCNJ Cooperative pricing.

Construction Department * Underlined box # denotes deliberate repeat box # (not a duplicate)

Defined Inventory Area – (Plan Review Room) Cabinets #1,2,3,4,5,6,7,8,9,10,11,12,13,14
Rolls Large Format Maps 15,700
Defined Inventory Area – (Margaret Schoenebaum's Station)
Cabinets 15,16,16A,17,18,19,20,21,22,23,24,25,26,27,28,29,30,
Large Boxes#1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,18A,19,20,21,22,23,24,25,26,27,28,29,
31,32,33,34,38,39,40,41
Small Boxes# 35,36,37
Defined Inventory Area – (Construction Official's Office) Large Boxes #42,43,44,45,46,47
Defined Inventory Area – (Vault #1 with Restroom & Roof Access)
Cabinets 31,32,33,34,38,39,40,41,42,43,44,45,46,47,48,49,50,51
Large Boxes #RA 5,6,9,10,11,12
Small Boxes #RA 1,2,3,4,7,8
Defined Inventory Area *(Vault #2 near Plan Review Room)* **Rolls Large Format Maps 24,700** in wooden shelving area
10 Large Green Drawers on Right wall Large Format Maps 1,700

Planning Department

Defined Inventory Area – (Board Room / Conference Room)
Cabinets 1,2,3,4,5,6,7,8
Miscellaneous Unboxed item 20 Boxes

Defined Inventory Area – (Closet near Peter's office)
Cabinets 1,2,3
Miscellaneous Unboxed items 12 Boxes

Defined Inventory Area – (Transition area near floor elevation change)
Cabinets 1,2,3
Miscellaneous Unboxed items

Zoning Department

Defined Inventory Area – (Board Room / Conference Room)
Cabinets 1,2,3,4,5,6
Miscellaneous Unboxed items 30 Boxes

Defined Inventory Area – (Closet near Peter's office)
Cabinets 1,2
Miscellaneous Unboxed items 10 Boxes

Defined Inventory Area – (Transition area near floor elevation change)
Cabinets 1,2,3,4,5,6,7

Mixed Departments from 1967 – 1999?

Defined Inventory Area – (Vault near Blue Print Review)
Cabinets M1,M2,M3,M4,M5,M6,M7,M8,M9,M10,M11,M12,M13,M14

Code Enforcement and Historical Records

Defined Inventory Area - (Departmental office)
Cabinets 1,2,3,4 *Partially filled totaling 10 drawers within all labeled cabinets

Foveonics Protocol prior to any Mass Departmental Digitization process

1) Indexing fields will be identified directly within each given departmental **Proof of Concept** (provided by Foveonics) **EXAMPLE – CONSTRUCTION** would normally have – Permit #, Block / Lot / Street Address / Street # / Qualifier.
2) Reconciliation by Department. Please review itemized areas to ensure that Foveonics has identified all documents/archives/cabinets/boxes that are presently being considered for digitization.
3) All department templates will be enhanced with **OCR** Optical Character Recognition search capability.
4) A dedicated "seasoned" specified single user (1) within each department would be given **Super User Status.** This associate would be able to reclassify documents that may have been misfiled within the original archive folder / jacket. This user can add documents to the template (scanned @330 DPI) with drag and drop technology from their desk top device. *All future images must be scanned at 300 Dots Per Inch to enable future OCR capabilities. * Typeface characters are searchable using OCR and "new" images added by client must adhere to the scanning at a level no less than 300 DPI to ensure that the new images will be included within global repository searches.
5) Each individual department (and all respective users within that given department) will receive access to the preliminary sample repository for review/evaluation/customization prior to any mass digitization.
6) Each individual user will receive access to the specific functions / areas as determined by the department head. Emailing, Redaction, OCR Searches capabilities or "Only" Premise base access restrictions will be developed for all Proof of Concept repositories (by user) and customized / modified as needed. Periodic evaluation of all users rights within any given User group is recommended to ensure that associates access is still viable. ***NO USERS SHOULD EVER SHARE THEIR RESPECTIVE PASSWORDS WITHIN ANY GIVEN DEPARTMENT REPOSITORY*** If there is a situation that an associate needs access to cover for a team member (within a different department) , Foveonics can set up the individual for a specified amount of time (as prescribed / determined by client via email to Foveonics). There is **no limit to the number of users** permitted within any given departmental template. Additionally, Foveonics will supply a departmental user's lists (as needed) for client when necessary to facilitate client's individual security review / software access practices.
7) Upon approval of any / all departmental repositories, All future digitized images / user access configuration will adhere to the final demonstrated / delivered forementioned approved **Proof of Concept.**
8) Finally, Foveonics will assist West Orange with any / all State required paperwork for the registration of all digital images with the State of New Jersey. All departmental retrievals onsite will be documented (by department) and identified within Foveonics' Chain of Custody spreadsheets. All OPRA requests should be sent directly to DocReq@Foveonics.com which will reference Box/Bin # that Foveonics has possession of during the Digitization process. All OPRA requests will be completed within 24 hours of our receipt of said request from West Orange.
9) Destruction of the original archived documents will be completed only after West Oranges has officially expressed (via email to Foveonics) notification upon completion of the DORES/ARTEMIS process. Proof of destruction will accompany the process executed by Foveonics. West Orange will need to process all DORES/ARTEMIS state paperwork in a timely manner so that Foveonics does **not exceed 90 days** of

possession/ownership of original archives from the initial retrieval date. (As determined by the original Chain of Custody documentation)

Professional Services Agreement

Back-File Conversion Services

Records Inventory & Barcoding

- Foveonics will inventory each box by Document
- Foveonics will generate barcodes for the individual by Document type

Document Preparation

- Documents will be prepared for scanning - staples and other bindings will be removed, barcode stickers will be affixed to the first page of the appropriate files, and pages will be aligned in such a way conducive for scanning.

Document Scanning

- Small and large format documents will be scanned in duplex at **300 DPI** as Group IV B&W TIFFs.
- Scanner operators will rescan double feeds, skewed images, and any other images which do not accurately represent the original source.

Blank Page Removal

- Blank pages will be manually removed by sorting the images according to size and deleting any blank images less than 10 KB.

Barcode Processing

- Foveonics will utilize their barcode processing software to read the barcodes and create multipage TIFFs for each document.
- The multipage TIFFs will be named by the barcode's alphanumeric characters with large format TIFF files names having a "_PLAN" suffix and small format TIFF file name having a "_PERMIT" suffix.

Quality Assurance

- The multipage TIFF files will be reconciled to the inventory thus ensuring all documents were scanned and all barcodes were accurately processed.
- Images will be inspected post-scan and rescans will be performed as necessary.

Import to DocumentSync

- The TIFF image files will be imported into Foveonics DocumentSync EDMS.
- The Client will be able to search for the files via the World Wide Web.

Document Destruction

- The permit applications will be destroyed upon approval from the State of New Jersey and the Client records custodian.
- Foveonics will send a Records Destruction Authorization Form to the Client. Upon receipt of the signed Records Destruction Authorization Form Foveonics will destroy the files using cross shredding document shredders.

- A certificate of destruction will be supplied to the Client once the destruction has been completed.

Project Management
All project correspondence, documentation, and timelines will be available through Foveonics' Basecamp project management tool.

Client Responsibilities
The Client will review deliverables in a timely manner and alert Foveonics of any concerns should they arise.

Change management process
Any changes to the terms or specifications in this Statement of Work must be accepted by both parties in writing as an addendum to this document.

Based on unit pricing from ESCNJ NJ State Approved Co-Op #65MCESCCPS

Construction Dept (per volume identified)

Service	Unit	Unit Cost	Estimated Volume	Total
Pickup and Delivery (per box)	Per Pickup or Delivery	$1.00	758	$ 758.00
Preparation of Files	Hourly	$18.00	9833	$ 176,994
Indexing of Files	Per File	$0.05	223,085	$ 11,514.25
Boxing and Labeling	Per Hour	$18.00	2444	$ 43,992
Imaging of Files (Small Format)	Per Image	$0.039	1,900,000	$ 74,100
OCR Word Search	Per Image	$0.005	1,900,000	$ 9,500
Quality Assurance	Per Hour	$18.00	5278	$ 95,004
Imaging of Files (Large Format)	Per Image	$0.49	42,100	$ 20,629
Total				$432,491.25

SOFTWARE CHARGES (per year)				
Web Based (Yearly Charge)	Per Repository	$360.00	2	$ 720
Off Site Web Based Storage (YearlyCharge) 230G	Per GB $7.5 X $ 42.50 G X12 months	$7.50	$ 42.50	**$ 3,825**
Yearly Software Cost				**$ 4,545**
Set-up & Training (one time fee)	Hourly	$350.00		$ 350
Software and Training	Per Box	$NC	$NC	$ N/C

Planning Department (per volume identified)

Service	Unit	Unit Cost	Estimated Volume	Total
Pickup and Delivery (per box)	Per Pickup or Delivery	$1.00	239	$ 239.00
Preparation of Files	Hourly	$18.00	2873	$ 51714
Indexing of Files	Per File	$0.05	71003	$ 3,550.15
Boxing and Labeling	Per Hour	$18.00	718	$ 12,924
Imaging of Files (Small Format)	Per Image	$0.039	597500	$ 23,302.50
OCR Character Search		$0.005	597500	$ 2,987.50
Quality Assurance	Per Hour	$18.00	1538	$ 27,684
Imaging of Files (Large Format)	Per Image	$0.49	7250	$ 3,552.50
Total				**$ 125,953.65**

SOFTWARE CHARGES (per year)				
Web Based (Yearly Charge)	Per Repository	$360.00	N/A	$ 360.00
Off Site Web Based Storage (YearlyCharge) 230G	Per GB $7.5 X $9.56 G X 12 months	$7.50	$9.56	**$ 860.40**
Yearly Software Cost				**$ 1220.40**
Set-up & Training (one time fee)	Hourly	$350.00		$ N/A

Zoning Department (per volume identified)

Service	Unit	Unit Cost	Estimated Volume	Total
Pickup and Delivery (per box)	Per Pickup or Delivery	$1.00	222	$ 222.00
Preparation of Files	Hourly	$18.00	2680	$ 48,240
Indexing of Files	Per File	$0.05	62952	$ 3,147.60
Boxing and Labeling	Per Hour	$18.00	670	$ 12060
Imaging of Files (Small Format)	Per Image	$0.039	555000	$ 21,645
OCR Character Search		$.005	555000	$ 2,775
Quality Assurance	Per Hour	$18.00	1435	$ 25,830
Imaging of Files (Large Format)	Per Image	$0.49	7200	$ 3,528
Total				**$ 117,447.60**

SOFTWARE CHARGES (per year)				
Web Based (Yearly Charge)	Per Repository	$360.00	3	$ 1080
Off Site Web Based Storage (YearlyCharge) 230G	Per GB $7.5 X $8.88 G X 12 months	$7.50	$8.88	$ 799,20
Yearly Software Cost				$ 1879.20
Set-up & Training (one time fee)	Hourly	$350.00		$ N/A

Mixed Departments Pre 2000 Planning, Zoning, Construction / Code Enforcement*

Service		Unit	Unit Cost	Estimated Volume	Total
Pickup and Delivery (per box)		Per Pickup or Delivery	$1.00	170	$ 170.00
Preparation of Files		Hourly	$18.00	2147	$ 38646
Indexing of Files		Per File	$0.05	47533	$ 2,376.65
Boxing and Labeling		Per Hour	$18.00	536	$ 9648
Imaging of Files (Small Format)		Per Image	$0.039	462500	$ 18,037.50
OCR Character Search			$.005	462500	$ 2,312.50
Quality Assurance		Per Hour	$18.00	1205	$ 21,690
Imaging of Files (Large Format)		Per Image	$0.49	4780	$ 2,342.20
Total					**$ 95,222.85**

SOFTWARE CHARGES (per year)				
Web Based (Yearly Charge)	Per Repository	$360.00	N/A	$ 360.00
Off Site Web Based Storage (YearlyCharge) *EXCLUDES ANY ALL PICTURE STORAGE from CE	Per GB $7.5 X $6.80 G X 12 months	$7.50	6.8	**$ 612.00**
Yearly Software Cost				**$ 972.00**
Set-up & Training (one time fee)	Hourly	$350.00		$ N/A

167-23
April 18, 2023

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is preparing for a revaluation of commercial, residential and real property situated within the Township for 2025; and

WHEREAS, the Township requires the services of a licensed appraisal firm to perform the revaluation of commercial, residential and real property situated within the Township; and

WHEREAS, on or about March 9, 2023, the Township issued a Request for Proposal (the "RFP") seeking proposals for a Contract for Revaluation of All Commercial, Residential and Real Property Situated within the Township of West Orange (the "Revaluation Services"); and

WHEREAS, Professional Property Appraisals, Inc. ("PPA") with offices at 101 Route 130 S, Suite 301, Cinnaminson, New Jersey 08077 submitted a Proposal for Revaluation Services in response to the RFP for the Agreement for Revaluation Services (the "Contract"); and

WHEREAS, the proposed Contract, annexed hereto as Exhibit **"A,"** sets forth the proposed contract price as set forth in the Proposal submitted by PPA for a total contract price of $1,172,855.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township authorizes the award and execution of the Contract with PPA, annexed hereto as Exhibit **"A;"** and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams**
Township Clerk **Council President**

Adopted: April 18, 2023

I hereby certify funds are available from: Account No. 01-2010-00-7101-200

_____

John O. Gross, Chief Financial Officer

AGREEMENT

167-23

THE TOWNSHIP OF WEST ORANGE
ESSEX COUNTY
NEW JERSEY

AND

PROFESSIONAL PROPERTY APPRAISERS

FOR THE

REVALUATION OF ALL REAL PROPERTY

SITUATED IN THE

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

This Contractual Agreement make as of April 18, 2023, between the Township of West Orange (hereinafter "Township") a public instrumentality of the State of New Jersey and **PROFESSIONAL PROPERTY APPRAISERS** having its principal place of business 101 Route 130 S., Suite 301, Cinnaminson, NJ 08077 (hereinafter the "Company").

WITNESSETH:

WHEREAS, the Township, desires to enter into this Agreement (based on the RFP issued) and in accordance with the State of New Jersey Fair and Open Process of the Pay-to-Play Law, (N.J.S.A. 19:44A-20.5, *et seq.* and the Local Public Contracts Law, (N.J.S.A. 40A:11-1, *et seq.*) with the Company for the Revaluation of all property for the Township of West Orange; and

WHEREAS, the said Company, for and in consideration of the payments hereinafter specified and agreed to be made by the Township, hereby covenants and agrees to commence and complete the work as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. Scope of Services:

As set forth in the Request for Proposal (RFP) and the Company's Response to the RFP, annexed hereto under Exhibit I and which form a part of this Contractual Agreement by reference, the Company agrees to perform a complete and comprehensive revaluation program of all real properties located within the Township of West Orange as illustrated on the Property Classification Schedule, attached hereto under **Appendix A** of this Contract, for use by the Tax Assessor in accordance with this contract and the associated contract documents, all of which are annexed hereto and which form a part of this contractual agreement.

The Company agrees to provide all services necessary to timely and accurately appraise each parcel of real estate and each real property improvement which are within the Township of West Orange's municipal boundaries according to its fair market value according to N.J.S.A. 54:4-1 *et seq.* In addition,

the Company shall meet all of the standards and provisions for revaluation specified in N.J.A.C. 18:12-4.8, 4.9, 4.10 and 4.11 *et seq.*

The revaluation requested under this RFP requires the Company to adhere to all applicable requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), in particular Standard 6, entitled "Mass Appraisal, Development and Reporting."

The Company agrees that the General Coefficient of Deviation shall be less than fifteen percent (15%) the subsequent year after the revaluation is completed. In the event, that the General Coefficient of Deviation exceeds the criteria as outlined in N.J.A.C. 18:12A-1.14(i), the year after the revaluation is completed said Company shall revalue/reassess including the re-inspection (interior and exterior) any and all property necessary to achieve a General Coefficient of Deviation of less than fifteen percent (15%) as a part of the contract price specified herein.

The Company agrees to sketch and appraise all properties utilizing the three approaches to value (Sales Comparison, Cost and Income) where applicable and to use acceptable methods, forms, manuals and software authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated utilizing the BRT's Computer Assisted Mass Appraisal System, BRT's Image software and BRT's PRC Powerpad electronic data collection system utilizing tablet computers in accordance with the specifications outlined under Section 19 of this agreement and so stated elsewhere. **No conversion of CAMA data will be accepted and no exceptions to these requirements shall be permitted.**

The Company shall send out Further Statements under the Township's letterhead and Tax Assessor's signature to all Exempt Properties (Class 15D, and 15F) getting an exemption from real estate taxes. The Company shall request the Further Statement information by certified mail, return receipt requested and said mailing costs for these statements shall be at the Company's expense and included as part of their Proposal amount. The Company shall also prepare a separate list of tax-exempt properties indicating the full value of such property utilizing the applicable approaches to value (Cost, Sales Comparison and Income) and a sketch of the improvements as if taxable.

The Company, if applicable, shall value lands qualified under the Farmland Assessment Act of 1964 in accordance with its applicable farm-qualified value as well as its value according to its highest and best use if not a qualified farmland considering such property class to exist in said municipality. A minimum set of exhibits shall be required as specified herein.

The Company shall acquaint the Tax Assessor and staff in the use of procedures, standards and records used for making each property appraisal in order that the assessing office will be able to check the work as it progresses, and apply the same methods, standards, and procedures to new or altered properties in subsequent assessment years. Information utilized in completing the revaluation shall be provided to the Tax Assessor outlining the methods, guidelines and procedures utilized during the process.

Work shall be required to commence within thirty (30) days of the effective date of awarding this contract which is subject to the Director of the Division of Taxation Approval and appropriate funding.

This Contractual Agreement shall be for a term of one (1) year commencing upon issuance of a notice to proceed. This Contract may be extended, subject to the requirements under the applicable law and Municipal Governing Body approval. This Contract may be extended provided that: 1) The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the services are being performed in an effective and efficient manner; 2) No such contract shall be extended so that it runs for more than a total of five (5) consecutive years; 3) There will be no price change; 4) The terms and conditions of the contractual agreement substantially remain the same.

The revaluation must be completed by January 10, 2025.

2. Price:

The Township of West Orange agrees to pay the Company **$ 1,172,855** in accordance with the terms of the payment contained hereinafter.

There shall be no advance payments made to the Company.

The Township of West Orange will not pay the Company for any additional properties discovered and/or not covered by the Property Classification Schedule attached hereto.

The Company shall prepare a breakdown of functions to be carried out during this revaluation project and place a dollar value for each function which shall be subject to the approval of the Tax Assessor and County Tax Administrator. This breakdown is outlined and attached to this contract with summary sheet attached as **Appendix D**. This breakdown is a material part of this contract, shall be the basis for payments, and is to be completed as part of the executed contract documents.

The revaluation project will commence immediately upon receipt of an acceptable performance bond, approval by the Director of the Division of Taxation of New Jersey and approved funding, if required. Payments to be made to the Company under this contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Tax Assessor at the end of each payment period. The dollar values to be utilized are outlined in **Appendix D** of this contract and are subject to an adjustment of minus a retention of Ten (10%) of the contract amount.

Billings for payment under this contract must be received no later than the 15th day of each month to allow sufficient time for review and certification. Billings properly filed and approved shall be process and payment mailed to the Company if found to be in order and approved.

As previously stated, this contract calls for a minimum retention of Ten (10%). The contract retention will be paid out in the following manner. Five percent (5%) of the ten percent (10%) being retained shall be payable upon completion of the first year's County Tax Board appeal season. The remaining Five percent (5%) of the Ten percent (10%) shall be payable upon completion of the second year's County Tax Board appeal season. The Bond shall remain effective for the entire project including thru the second year of County Tax Board appeals.

3. Contract Contingencies:

This Contract is contingent upon approval by the Director of the Division of Taxation and shall not be effective until such approval is noted on the approval page provided within this agreement.

The Company shall not have the authority to vary, alter, amend, or change this contract, without receiving prior written approval from the Tax Assessor, the Township of West Orange, Surety Company and the Director, Division of Taxation. The Company shall be responsible for any and all work performed by any subcontractors.

The Township of West Orange may elect to hire a project liaison/Class 4 review appraisal expert who shall assist the Tax Assessor throughout the project. The Company shall fully cooperate with those professionals throughout the project and shall timely share any information requested.

The Company shall not sell, transfer or otherwise dispose of this Contract or its interest therein to any other parties without receiving prior written approval from the Tax Assessor and the Township of West Orange.

4. Conflict of Interest:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.5 concerning Conflict of Interest.

No Commissioner or employee of the Essex County Board of Taxation and no assessor of a taxing district within Essex County or employee of the Township of West Orange shall have an interest whatsoever, directly, or indirectly, as an officer, stockholder, employee, or any other capacity in the Company.

No Company referred to in N.J.A.C. 18:12-4.4(a) 7 shall represent any property owner(s) or taxpayer(s) filing a tax appeal with respect to a revaluation by the Company.

No Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives and/or employees shall have current or prior employment or interest in a company who performs real estate valuation services on behalf of property owners or their legal representative in any tax appeal litigation against municipalities.

The successful Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, employees are prohibited from representing a Township of West Orange property owner as an expert witness or perform valuation services against the Township in a tax appeal proceeding (County or State) for a period of fifteen (15) years from January 1, 2025.

5. Company Qualifications:

The Company shall meet standards as set forth by the Director of the Division of Taxation and N.J.A.C. 18:12-4.3. In addition, the company shall supply said Director with any information which may be required from time to time during the duration of this project.

The Company shall supply the Township of West Orange with one (1) copy of three (3) years of certified financial statements from an independent accountant as required.

6. Company Personnel:

At a minimum, the Company, its personnel/employees shall meet the requirements and qualifications as prescribed under N.J.A.C. 18:12-4.6. Wherever this contract calls for a greater/increased standard the higher standard shall prevail over the applicable New Jersey Administrative Code(s).

Principals of the Company shall have at least ten years of practical and extensive appraisal experience in the valuation of the various classes of real property.

Supervisors of the Company shall have ten years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least four years of this experience must have been in the mass appraisal field within the last three years.

All personnel determining final land values shall have at least ten years of practical and extensive appraisal experience in the valuation of this class of property.

All field inspectors shall be compensated on an hourly basis, not a per parcel basis.

All personnel involved in valuing commercial, industrial, and multi-family (five or more) units must show proof of expertise in the valuation of income-producing properties. All commercial, industrial, and apartment building of 4 units or greater shall be appraised by a holder of a commercial level designation of a nationally recognized professional appraisal organization and/or shall be a Licensed Certified General Real Estate Appraiser (SCGREA) in New Jersey. If requested, the designated appraiser shall show proof of expertise in the valuation of apartments, hotels, marinas, mobile home parks, motels, nursing homes, offices, and shopping centers by submitting a list of such properties appraised during the last three years.

Field personnel and/or field inspectors shall have a minimum of **6 months** actual revaluation field inspection or appraisal experience pertaining to their phase of work and shall be generally aware of other phases of the revaluation project prior to starting field work. A resume including references shall be summarized and submitted with the Company's proposal for review by Township officials. All field personnel shall be subject to a written test of basic general skills relating to their functions if required by the Tax Assessor of the Township of West Orange. The test will be prepared by the Tax Assessor and administered to these persons at any time upon request by the Assessor prior to or while work is ongoing on this project. A minimum of six (6) full time field inspectors shall be provided during the field data collection phase of this project so as to meet the project completion schedule.

The Company shall submit a resume outlining the qualifications and relevant experience of each principal, supervisor, land valuator, and commercial, industrial, or multi-family valuators as well as field personnel assigned to this project. Additionally, the Company shall identify if any employee is currently a sitting Tax Assessor within the State of New Jersey and in which municipality they hold such office. The Company shall submit the names, residence addresses, education, and prior experience of each employee to the Tax Assessor before work is started by any employee.

The Company shall designate a qualified and responsible Project Manager to supervise the operation of the Company's staff for the entire project. (Complete **Appendix B**) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The project manager/supervisor shall have at least ten years of experience in mass appraisal work and at least five years in the capacity of a reviewer. This designated individual(s) shall make themselves(s) available to the Tax Assessor and/or the County Tax Administrator for consultation throughout the project.

The Tax Assessor reserves the right and discretion to request a replacement project manager at any time in the interest of the Township of West Orange obtaining the highest quality revaluation results. The Company shall provide a qualified replacement project manager that is acceptable to the Tax Assessor within 5 days of written notice or be subject to a $500.00 per day penalty for every day that a qualified and acceptable replacement project manager is not in place to manage the Township's revaluation project.

The Company shall supply the Tax Assessor with driver's license numbers, vehicle license plate numbers and make of vehicle or vehicles that will be used by field personnel. Additionally, all employees working on the revaluation must supply their home address, and home and cellular telephone numbers.

All field inspectors are to wear a Company shirt (short or long sleeve) or reflective vest of the same design and color with the Company name and logo so they may be easily identified by property owners and municipal officials when performing any inspection work for the Township. Failure to wear the required Company shirt may result in the field inspector being removed from the project for the day. If non-compliance persists the field inspector shall be removed from the project.

The Company personnel assigned to the project shall wear an identification badge issued by the Township of West Orange Police Department which shall contain an up-to-date photograph of the employee. This identification tag must always be worn on the outside of their clothing and conspicuously displayed. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced (see above mandatory Company shirt requirement).

The Company shall require all personnel performing work on this project to authorize a background investigation of said employee by submitting a release as attached to this contract as **Appendix C**. This investigation may include a National Criminal Information Center report (NCIC) and driver's license reviews and be conducted by the Township of West Orange police department. Additionally, the company shall provide proof of citizenship for all of its employees that will be working on the revaluation. Either an I-9 or passport will be acceptable. **Any and all costs associated with the aforementioned background checks are the sole responsibility of the Company.**

Upon written notice to the Company's project manager, at no additional cost, the Tax Assessor may request that additional personnel be assigned to any phase of this revaluation project in order to meet the schedule of any project work. Noncompliance with this request is considered grounds to invoke the liquidation clause of this contract. Such determinations shall be at the sole discretion of the Tax Assessor.

Upon written notice to the Company's project manager, the Tax Assessor may request removal of any person from this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner.

Any change in personnel employed under this contract shall be immediately submitted to the Tax Assessor and the Essex County Tax Administrator in writing. The municipality may demand replacement of supervisors and field personnel who, in its opinion, are not performing adequately.

7. Office Space, Telephone Access and Computers:

The Municipality will attempt to provide for office space for field personnel and access to computer equipment on a limited basis for encoding of the property description data, if available. The Company shall provide as a part of the contract price a fully functional office in the State of New Jersey including but not limited to office space, furniture, computers, equipment, telecommunication data lines and other items required in connection with this project at its own expense. This includes any communication equipment, hardware, software, data lines or access fees necessary to connect to the Township's computer vendor BRT's Communications, Inc.

The Township of West Orange has the irrevocable right to deduct up to $500.00 per day (Liquidation Damages) from any funds if the Company fails to comply with this requirement within 90 days of the contract being awarded. The Tax Assessor shall be provided proof that the Company has an operating and fully functional office in the State of New Jersey as described above along with a list of telephone numbers being used by Company personnel in order to maintain communications between parties to this agreement.

8. Public Relations:

During the progress of this project, the Company and its employees will endeavor to promote understanding, transparency of the process and amicable relations with taxpayers and the general public. The Company and the Township of West Orange will endeavor to orient and educate all

interested persons as to the revaluation project through a website (requirement to be discussed separately in the next section), newspaper articles, press conferences, public information mailings and meetings, and other publicity as required and determined by the Tax Assessor. Any informational materials shall be presented to the Tax Assessor for review and approval prior to release, publication or posting.

The Tax Assessor shall arrange speaking appearances at meetings of homeowners, condominium associations, community groups and business groups and the Company shall furnish qualified speakers in order that the purposes, methods, and procedures of this revaluation program can be explained to as many interested persons as possible. Meetings with homeowner and community groups should be scheduled prior to the commencement of field inspections within the group's sector of the Township of West Orange where possible and/or requested. The necessity and number of meetings will be determined at the Tax Assessor's discretion for the purposes of this revaluation project.

The employees of the Township of West Orange and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and timely supplying all possible requested information within statutory requirements and limits to every interested taxpayer; however, each field inspector shall be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation or taxes of the real property and/or buildings, since any information is preliminary in nature at that point in time. This restriction will be strictly adhered to and any violation will be just cause for the Tax Assessor to request that the employee be removed from work on this project.

These requirements for public relations are a minimum. The Company should detail additional public relations efforts as this is a critical part of a successful revaluation program. The Company, subject to prior approval from the Tax Assessor, may also substitute other methods to achieve effective communications among the community. Those methods need to be described in detail how they will advance the public relations efforts of the revaluation process.

9. Company Web Site:

As a part of a comprehensive public relations program and in order to foster transparency of the revaluation process the Company shall have a website where interested parties can obtain information about the revaluation on-going in the Township. All revaluation correspondence sent out shall reference the website and provide a general description of its content.

The website content, at a minimum, shall contain the following information and shall be updated *monthly*:

Information regarding the Company, its telephone number, e-mail address, information and facts concerning the revaluation process, an inspection schedule and progress of the revaluation;

Any cost relative to this provision(s) is the exclusive expense of the company.

10. Submission of Work:

Data shall be uploaded from BRT's PRC Powerpad electronic data collection system to BRT's's CAMA system daily. In addition, all digital images taken for each property shall be uploaded and attached as

soon as possible prior to the completion of the revaluation project. Any cost relative to the provisions is the exclusive expense of the company.

11. Program Progress Reports:

The Company shall submit a schedule of all project work including projected dates of completion to the Tax Assessor prior to the contract being awarded. Therefore, on the 25th day of each month, detailed status report and supporting documentation outlining progress shall be submitted to the Tax Assessor until completion of the project. A detailed project work schedule shall be completed and submitted in conjunction with Contractor's proposal to the Township.

Liquidation Damages of up to $500.00 per day for any delays beyond 10 days shall be deducted for any balance due. The Company shall be notified in writing and given 10 days notice wherein to remedy any deficiencies and/or late reports (total of 20 days).

Monthly progress reports shall be filed directly with the Tax Assessor and the Essex County Board of Taxation on or before the 25th day of each month. . Periodically throughout this project, documentation relative to the valuation of properties shall be submitted to the Tax Assessor as requested.

12. Liquidated Damages:

The Company may require additional time to complete the revaluation program due to unforeseeable reasons unless the Essex County Board of Taxation grants an extension of the January 10, 2025 tax list filing deadline, the township may fine the Company five hundred dollars ($500.00) for each calendar day beyond January 10, 2025 filing deadline.

Completion is defined as all work finished including a fair and equitable value being calculated as of October 1 of the pretax year, which requires all field inspections, calculations/data entered in to the BRT's CAMA system, digital photos taken front, rear and accessory structures of every line item and entered in to the BRT's Image System, informal taxpayer public hearings, hearing maintenance and submission of all reports, as may be required by the Tax Assessor and/or the Essex County Board of Taxation during this revaluation project and the "Tax List" is able to be certified.

The Company shall not be responsible for delays caused by poor weather conditions, strikes, war, catastrophes, acts of God or actions by others not under the jurisdiction of the Company which might stop or delay the progress of work. No other justification or reason for delays of this project is acceptable.

13. Insurance and Bonding:

Indemnification

The Company shall indemnify and hold harmless the Township of West Orange from any lawsuit, litigation, demand or claim arising out of the revaluation contract including attorney's fees and costs in connection with the defense of any such claims. The Township shall be able to choose an attorney of its own at the customary hourly rate, if the Township is named in any lawsuit, litigation, demand or claim arising out of the revaluation contract, which fees shall be covered by the Company.

Insurance Requirements

The Company shall comply with all aspects of N.J.A.C 18:12-4.10 concerning Surety and insurance.

The Company shall carry the following insurance for the complete duration in the performance of its services and shall provide certificates of insurance evidencing its coverage prior to starting work on the revaluation. The certificates of insurance shall provide for advance notice to the Township of any subsequent modification or cancellation of the coverages.

A. The Company shall provide Workers' Compensation Insurance with coverage as required by the State of New Jersey.

B. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than $3,000,000 each occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage.

C. The Company shall provide Automobile Liability Insurance with a limit of not less than $1,000,000 for automobile coverage per occurrence/claim.

D. The Company shall provide Professional Liability Insurance of the type necessary to protect the Township from any professional liability arising under this Agreement. Said insurance shall be in an amount no less than $2,000,000 for any one claim.

E. The Company shall provide Excess Umbrella Insurance in the amount of $1,000,000 giving protection in excess of eh General and Auto Liability coverage.

The aforementioned policies shall name the Township of West Orange as an additional insured.

Performance Bond

A performance surety bond equal to the amount of this contract, executed by reputable bonding firm authorized to do business in the State of New Jersey shall be provided at contract execution. The surety bond shall be subject to a reduction of ten (10) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation at the conclusion of the second year of all appeals before the Essex County Board of Taxation.

A treasury listed bonding company is to be provided with an AB Best rating.

Copies of all insurance policies and the surety bond shall be provided to the Township of West Orange prior to the commencement of any work under the contract.

14. Quality and Progress Control:

The Company shall utilize a quality control program as outlined and attached to this contract as **Appendix E** or any other format approved by the Tax Assessor of the Township. The Company shall submit copies of all quality control reports to the Tax Assessor on a weekly basis for review so as to ensure that the program guidelines are being adhered to throughout the project.

If at any time during the contract period the quality and/or progress of the Company's work shall not be satisfactory to the Tax Assessor, the Township of West Orange reserves the unilateral right to terminate the contract upon thirty (30) days written notice directed to the principal place of business of the Company.

Thereafter, the Township of West Orange shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the contract.

15. Interpretations of Specifications and Contract:

Should a conflict in language arise within this contract as it relates to any State Statute or Administrative Code, said conflict shall be settled based on the increased/higher standard being applied to that portion of the contract language.

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Superior Court of the State of New Jersey, Essex County.

16. Confidential Nature of Project:

Disclosure of appraisal information to any individual, Company, or corporation, other than the Tax Assessor, the Essex County Board of Taxation, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law, the right to know laws and Open Public Records Act (OPRA) of the State of New Jersey.

All property record cards, computer assisted mass appraisal (CAMA) data, income & expense statements (Ch. 91 statements), empirical data, valuation data, all analysis and maps collected, created and/or calculated in connection with the revaluation is the property of the Township. Disclosure, reproduction, utilization or use of any such information in any manner without the express written consent of the Township attorney and Municipal Tax Assessor is strictly prohibited. The Township will reserve legal remedies and rights should the Company breach or fail to comply with this provision.

17. Conditions to be met by the Municipality:

The municipality shall comply with all aspects of N.J.A.C. 18:12-4.7 concerning their conditions to be met.

The Township of West Orange shall furnish the Company the following:

(a) One (1) large and One (1) small copies of the up-to-date tax map approved by the Director of the Division of Taxation or his designate indicating the real estate assessment numbering system.

(b) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Township of West Orange. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.

(c) Two (2) copies of the municipal zoning map.

(d) Access to any SR1A records required by the Company.

(e) Access to the abstracts of deed on file within the assessor's office as needed.

(f) Access to zoning approvals and building permits as received during the project.

(g) Letters of Introduction to facilitate the Company's access to properties for inspection and data collection purposes.

(h) Any other data that may be secured from the Township of West Orange subject to the approval of the Tax Assessor to assist the Company to determine the full fair value of the properties to be valued.

Upon the completion of the revaluation project the Company shall return all documents, records, maps, and any photographs acquired back to the Township of West Orange. At the request of the municipality the Company shall sign an affidavit attesting to same.

Note: Access to the Township's current or previous property record cards will be limited to obtaining the year built for improved properties. Consequently, the Township's current or previous property record cards and old computer assisted mass appraisal (CAMA) data will not be made available to the Company or its representatives for review, consideration, or consultation in any manner or under any circumstance during the revaluation of the Township without the sole permission of the Tax Assessor.

18. Property Inspection:

The data collection process is a critical part of the revaluation process! To often the public criticizes field inspectors/the revaluation process for not taking the time to walk through the entire property including all levels. Unless prohibited by a property owner and noted accordingly, all field inspectors are required as a part of this contract to view each room in a property to ensure the greatest accuracy and public confidence in the collection of field data. Therefore, the Township requires all field inspectors to be compensated on an hourly or salary basis, not a per parcel basis. Failure to do so is a violation of this contract and may result in the field inspector being removed from the project.

Prior to the beginning of field inspections, the revaluation company's project manager, and any other company representative(s) necessary will ride throughout the Township with the Tax Assessor to discuss the delineation of neighborhoods/VCS's, valuation peculiarities, demographics and other salient valuation criterion as required to thoroughly consider all factors necessary in establishing fair, equitable and uniform assessments throughout the Township.

The Township of West Orange will not be responsible for providing security protection for the Company's personnel during any field activities connected with this Contract. The Company is not restricted in any way from providing such security as they feel necessary at their own expense.

Prior to the commencement of field inspections, a schedule will be set up for the entire Township which outline the plan for field inspections. This will be done jointly by the Company and the tax assessor and will include neighborhood and personnel assignments. The purpose of this requirement is to permit the tax assessor to have an overview of the progression of the inspections.

Prior to the commencement of field inspections, public notice will be given of the schedule. This notice will be made through the Township of West Orange's local newspapers and through informational bulletins placed in Township Hall and the municipal and Company's web site as well as their local cable

TV channel if applicable. The publicly posted schedule for inspections shall set forth the proposed time table and locations for inspections throughout Township of West Orange. The web site(s) and cable TV announcements shall be updated monthly by the Company. Any cost(s) associated with this requirement are the sole responsibility of the Company.

Prior to the commencement of field inspections, notice of initial inspection shall be mailed to individual property owners, by neighborhood or other systematic method, advising owners that field inspectors will be in their neighborhood at given dates. Generally, initial inspections will be attempted within two weeks of this notice.

All field inspectors, including the project manager(s), must have an active cellular telephone or other personal communication device so as be easily reached if the need arises. A list of names and cellular telephone numbers shall be provided to the Tax Assessor.

This contract requires the measurement, drawing/sketching, inspection and verification of **100%** of the exteriors of every property and a goal of **95%** of the interiors of all properties within the Township. This requirement includes all taxable, tax-abated and tax-exempt properties. A careful inspection of each parcel shall be made after 9:00 AM but before 7:00 PM on any day, Monday through Saturday.

The Company shall notify the West Orange Tax Assessor's office of the location(s) of their field representatives and their activities weekly.

All Company personnel assigned to the project shall wear an identification badge issued by the Township of West Orange Police Department which shall contain an up-to-date photograph of the employee. This identification tag must always be worn on the outside of their clothing and conspicuously displayed. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced (see above mandatory Company shirt requirement).

All field inspectors are to wear a Company shirt (short or long sleeve) or reflective vest (over their clothing) of the same design and color with the Company name and logo so they may be easily identified by property owners and municipal officials when performing any inspection work for the Township. Failure to wear the required Company shirt may result in the field inspector being removed from the project for the day. If non-compliance persists the field inspector shall be removed from the project.

All structures (residential, commercial & exempt) are to be measured and sketched in BRT's CAMA system with a measuring tape and/or a state-of-the-art laser measuring device. No measuring sticks will be permitted to be used. A measuring wheel may be used for on site improvements (parking lots) and large class 4 buildings.

At the time of the property inspection, if an owner/occupant is not available, a calling card shall be left in a conspicuous place (NOT IN ANY MAILBOX) indicating the date and time of a second inspection. This card shall include a contact telephone number and an e-mail address should the owner/occupant/tenant desire to make other inspection arrangements. The type and design of said card is subject to the assessor's approval. The date and time of a second inspection shall be substantially different from that of the original inspection (Not same day, etc.)

If the owner/occupant/tenant is not available at the time of the second inspection, a second calling card shall be left in a conspicuous place indicating that the field inspector has attempted two visits and request the Township of West Orange/occupant to either return the card or telephone a given number or send an e-mail to arrange for an interior inspection. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged. The exact language shall be reviewed and approved by the Tax Assessor prior to release.

In cases where no entry is possible after three (3) attempts or an owner/occupant refuses to either set a mutually convenient appointment or allow entry to the premises, the Company shall assess that particular property at its highest reasonable value using professional appraisal methods and data available. **In no event shall a card be left requesting the owner/occupant/tenant to fill in information.** The Company shall notify the Tax Assessor in writing of these refusal(s) and estimations monthly. The electronic CAMA record shall reflect whether an interior inspection was made and whether it was a refusal or an estimate. Upon the completion of the inspection phase of the revaluation project the Company shall provide the assessor with a separate listing of all properties in block and lot order of all properties where estimates were prepared. Additionally, the percentage of successful interior inspections completed by the Company shall be provided to the assessor in accordance with this contract.

The Company shall immediately notify the Tax Assessor of any properties not found on the current tax list but discovered because of their field inspection. This report will permit adequate time to place an added/omitted assessment on the property, so all properties accurately appear upon the Township of West Orange Tax List.

The type of construction will be recorded in BRT's PRC Powerpad electronic data collection system via a pen based laptop computer each component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, kitchen (if updated or not) and quality, plumbing, fixtures, including whirlpool baths, number of rooms, actual and effective age, physical condition, physical, functional and economic depreciation and/or appreciation if applicable, general quality of construction, rent (if rented), and sales data.

Each property data field inspector shall record their name or code of the person making the inspection and the date of the inspection as well as obtain the signature of the occupant verifying that an interior inspection has been conducted in BRT's PRC Powerpad electronic data collection system. The signature of the party present at the time of inspection shall be requested and signed employing BRT's PRC Powerpad utilizing a tablet laptop computer.

In no case shall a field inspector attempt to enter or make an interior inspection where only a minor is present. The property owner or other responsible adult must be present at the time of any interior inspection(s). If the field inspector has doubts, they should leave a card and/or arrange to inspect the interior when a responsible adult is present. This restriction will be strictly enforced, and any violation will be just cause for the Tax Assessor to request that the employee be removed from the project.

This Contract requires the Company's sole method of data collection to be BRT's PRC Powerpad Electronic Data Collection Software utilizing a tablet computer laptops in the field.

Every evening each field inspector shall upload their day's data collection into BRT's CAMA system.

The format of the property record data collection card shall be as indicated on the Township of West Orange's computer system which is the BRT's CAMA System.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may make random spot checks throughout the Township of West Orange to verify that inspections are being conducted in an appropriate manner.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may accompany Company employees at any time during field inspections.

Properties which may be altered by building permits after field review but prior to October 1, 2024, shall be quantified on a Microsoft Excel spreadsheet and shall be field reviewed by the Company and provided to the Tax Assessor prior to finalization of value.

A final (100%) drive-by visual field inspection is required and review of all land and buildings be made upon completion of field and office computations by Company's Project Manager to ensure accuracy of all data recorded on a hard copy of the computer data files. The purpose of this review will be to account for and adjust for factors which may have a direct bearing on the market value of properties as well as to ensure a property's equitable relationship to surrounding properties. This review shall be accomplished by the Project Manager along with the Tax Assessor.

All field inspectors shall be compensated on an hourly basis, not a per parcel basis.

19. Computer Requirements:

The Company shall use BRT's Computer Assisted Mass Appraisal System (CAMA), BRT's imaging system and BRT's PRC Powerpad electronic data collection system utilizing pen-based laptop computers. No substitutes will be allowed or permitted, nor shall the Company be permitted to convert CAMA data from another vendor's software. The Company shall be responsible for paying all line or service charge fees in connection with the CAMA operation.

The Company shall computerize The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates so to be able to generate computer data files for residential properties.

The Company shall, when utilizing the Cost Approach to determine value, the Marshall Swift Commercial Estimator Valuation Computer Software program.

The Company shall, when utilizing the Income Approach to determine value of income producing or potentially income producing commercial, industrial, and apartment properties, create a template using Microsoft Excel Software. The Company shall create an individual property valuation data sheet on each property where the income approach is applicable. The data sheet shall include all key data elements necessary to understand and estimate the value of the property utilizing the income approach to value. The Company shall prepare a written report setting forth the factors used to develop the income approach valuation.

The Company shall, at the Company's cost, request income and expense statements (Chapter 91's), under the Township's letterhead, on any income-producing properties by certified mail, return receipt requested, pursuant to **N.J.S.A.** 54:4-34 under the Tax Assessor's signature. The Company shall transfer the data obtained to an Excel spreadsheet and shall deliver the spreadsheet to the Tax Assessor.

The Company shall integrate the (CAMA) system with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing districts Master File. The system must also be capable of producing the Added, Omitted, and Rollback Assessment valuation list(s) and any other information deemed necessary by the Tax Assessor.

The Company in consultation with the Tax Assessor shall build the data base. The data files shall include all items of information in connection with each property such as, but not limited to, the block and lot number, owner's name and mailing address, property location, property classification, zoning, land size, improvements interior listing, age of improvements, depreciation, pricing data for each improvement, and the final calculated values for land and improvements.

The Company shall provide to the Township of West Orange employees up to 75 hours of training in the operation of the computer programs so that assessment staff personnel will be able to update the data base as changes occur upon completion of the revaluation project.

Upon completion of the revaluation project, the Company shall turn over to the Township of West Orange all programs and documentation utilized by or prepared by the Company or that will be necessary for the Township of West Orange to maintain, update or expand the computerized appraisal system.

20. Photograph/Digital Color Image Requirements:

The Company shall depict, at a minimum for every property at least two digital color images, front and rear of each parcel/line item/building of real property, one digital color image of any accessory structure (Carriage House, Detached Garage and/or Shed), and one digital color image of any Built In Pool. The Company shall also take digital color images clearly depicting the size and nature of any other structures that affect the value of the property on which such structure is located.

The Company shall transfer/attach all photos to the corresponding parcel in BRT's CAMA system. If existing photos are in the CAMA system the latest photos should be reordered so that the newest photos appear first.

The Company shall take additional digital color photos necessary to identify a significant or unique valuation attribute, characteristic or feature that exists on a property that has a substantial positive or negative influence on the valuation of said property. All such pictures shall be properly and correctly identified.

The Company shall be responsible for all costs, charges and fees for all of the photographic requirements.

The Company shall not release any of the photos to any person or firm other than to the Township of West Orange.

21. Special Reports:

At the request of the Tax Assessor, the Company may be required to prepare reports not specifically set forth elsewhere in these specifications. These may include, but may not be limited to, spreadsheets for studies of values by neighborhood, impact reports, value change reports, general sales reports for specified periods of time, rental assumptions on class 4 properties and studies which compare pre-revaluation values to new proposed values / taxes (impact reports).

The Company shall, without exception, have the capability to generate reports based on sales prices, ratios, property type, property class, gross living area, room count, age of dwelling, lot size, zoning and neighborhood.

The Company shall have the capability of generating reports by neighborhood that compare sales prices to new proposed assessments and that present the ratios for each property in the report. Based on this information, the Company shall without exception, have the ability to develop coefficient of dispersion studies.

22. Land Valuation:

The Company shall collect and analyze all fair market land sales and demolition sales that occurred during the three years prior to the revaluation date in order to develop a market data approach. Any analysis or methodology utilized shall directly correlate to this market study.

The Company shall prepare a sample format to be approved by the Tax Assessor prior to the actual use in valuing the land component. The identification of market trends is important, and an analysis should be used to determine and document such trends. Analysis may include sales ratio studies, paired sales and the development of general, segmented, and stratified coefficients of deviation. Data shall be secured from all available sources, compiled, checked, and analyzed for the calculation of land values. Factors affecting the value of land such as location, shape, size, topography, access to roads, railroads, and easements, use, etc. shall be carefully considered.

The Company, in consultation with the Tax Assessor, if necessary, shall modify the existing VCS's and/or create neighborhood delineations/value control sectors (VCS's) which reflect the division of homogenous neighborhoods.

The Company shall value land utilizing the square foot area of each parcel. Front foot valuation method is prohibited. Valuing land under the front foot bases is unacceptable and prohibited. The Company shall establish site values for each parcel within the Township of West Orange utilizing the appropriate zoning requirements as a base, square foot area and value the square foot area in excess of the zoning requirement as surplus lands utilizing a minimal value per square foot. Any variations caused by parcel characteristics shall be determined as factors to be applied to the base cost to determine a final parcel valuation. Company field personnel must have sufficient knowledge and experience with valuations being affected by location, shape, size, topography, traffic, view, leases, railroads, wetlands, right of ways, easements and other forms of economic obsolescence.

Conservation easements, common areas and wetlands are to be valued uniformly throughout the Township of West Orange. Right of ways and easements are to be noted on the property data file and considered in the valuation process. If applicable, Qualified Farmland is to be valued according to its land use at rates provided by the State of New Jersey and at its highest and best use without farmland qualifications. In such instances, two value estimates will be required.

The Company shall identify, quantify, analyze, and value all abandoned Class II railroad properties located within the Township of West Orange in accordance with the applicable New Jersey Statutes.

The Company shall consider all State of New Jersey Department of Environmental Protection or Federal Environmental Protection Agency Declarations of Environmental Restrictions, Hazard areas, Groundwater Classification Exemption areas and other environmental deed restrictions, all of which must be noted in the property data file.

All land valuation calculations shall be recorded in the CAMA data files. All computations from the base rate to the final calculated value shall be shown in the CAMA data files.

The Company shall prepare a land value schedule reflecting the final determined land rates. Said land value schedule shall include the site value as required by parcel zoning, value per square foot when applicable and any adjustments to be applied to the base site due to parcel characteristics.

Upon conclusion of the project, this schedule will be turned over to the Tax Assessor for his future use.

23. Residential Valuation (including all applicable Exempt Properties):

The Company shall utilize the most recent edition of the New Jersey Real Property Appraisal Manual when appraising residential properties. Residential schedules shall contain all variations from the base in order to price all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches and garages. The schedules shall show prices for various sizes as well as types and grades of construction.

The Company shall collect, analyze, and create Microsoft Excel spreadsheets for all residential fair market sales that occurred during the three years prior to the revaluation date to develop the market data approach. The Company shall prepare a sample format to be approved by the Assessor that will be used in this approach to value. The identification of market trends is important, and a paired sales analysis may be used to determine and document such trends. In addition, the analysis should also include a sales ratio study by neighborhood VCS and by housing type & design.

If applicable, all farm buildings are to be properly measured, classified and valued. Two values are required for farmland: as qualified, and if not qualified specific documentation is required with proper exhibits for each parcel.

The cost conversion factor shall be determined through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after consultation with the Tax Assessor.

The depreciation factors shall be determined through market-oriented analysis. Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file and be explained in writing on the comments screen for each property. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used.

Photographs/digital images of all residential properties are to be in compliance with Section 20 therein entitled "Photograph Requirements."

24. Commercial, Industrial, and Apartment Valuations (including all applicable) Exempt Properties:

When determining value of all commercial, industrial and apartment properties, the Company shall utilize all applicable approaches to value recognized in the real estate appraisal industry and Tax Court case law.

For all Class 4 properties, each property record card file shall include a measured sketch of the structure(s) and all information used in estimating the assessed value for the property, including but not limited to a Marshall Cost Sheet (including the P-list), sales comparison valuation grid, a complete description of use(s), building and site improvement sketch/measurements (including ceiling heights), and income approach to value (outlining income, expenses & capitalization rate).

The Company shall utilize the Marshall Swift Valuation Service when determining value using the Cost Approach for applicable Class 4 properties.

The Company shall collect and analyze the local and regional market as necessary to evaluate all commercial, industrial and apartment market rates, rentals, and expenses to estimate supportable

indication(s) of value. In addition, all sales that occurred during the three years prior to the revaluation date shall be analyzed to develop all the necessary valuation approaches to value as of the applicable assessing date. The Company shall prepare an Excel spreadsheet sample format to be approved by the Tax Assessor that will be used in these approaches to value. The identification of market trends is important, and a paired sales analysis may be used to determine and document such trends. Analysis shall include unit values based on the type of property being analyzed, (e.g., apartments – $ per unit, office building – $ per square foot).

All properties that are income or are potential income-producing properties shall have a written report outlining the factors used to develop the income approach valuation.

In the case where no income and expense data were returned or made available the Company should estimate this information and an Excel spreadsheet should be made and submitted to the Tax Assessor and the Township's Review Appraiser for approval prior to setting a final value for each such property.

The Company shall analyze all income and expense statements received and investigate lease and rentals for the purpose of establishing economic rents and gross rent multipliers, when applicable.

Each component used in the construction of the Capitalization rates to be used for the different types of income producing properties shall be obtained from the market, documented, and discussed with the Tax Assessor and the Class 4 review appraiser/expert prior to estimating the final values on all Class 4 properties.

Site improvements such as lighting and paving are to be identified, enumerated and valued as accessory items as appropriate.

Depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional, and economic depreciation and/or appreciation observed by a field inspector must be recorded separately on the data file and explained in writing for each property when applicable. The final net condition is to be reflected in any calculations.

Photographs/digital images of all Commercial and Industrial properties are to be in compliance with section 20 therein entitled "Photograph Requirements."

In the comments section of the CAMA file (CAMA1 screen) the Company shall include a description of the property setting forth the total square footage of the building, number of units, number of buildings, a breakdown of the type of space (i.e. retail, office, apartment (number & type of units), warehouse, etc. & their corresponding square footage).

Prior to the Company's use in the revaluation, the Tax Assessor shall approve the capitalization rate(s), effective tax rate and other key metrics utilized in the income approach to valuation.

25. Commercial, Industrial, Apartment (Class 4) Valuation Review:

The Company agrees to work with the Township of West Orange's revaluation review appraiser/expert as follows:

- The Review Appraiser shall review all Class 4 properties where the newly assigned assessed value as directed by the Tax Assessor.

- The Review Appraiser shall review the top 10 Class 2 valued properties located in the Township prepared by the Company.

- The Company, the Review Appraiser and the Tax Assessor shall meet prior to commencement of Commercial, Industrial or Apartment property valuation(s) to decide upon key metrics utilized in valuing these types of properties. These items include but are not limited to base capitalization rates, equity dividend rates, mortgage constants, effective tax rates, vacancy and credit loss percentages, and operating expense ratios.

- The Review Appraiser shall report directly to the Tax Assessor who shall approve and communicate changes or recommendations to value(s) or methodology to the Company.

- The Company will provide the Review Appraiser with all data, digital photos, analysis and value estimates on the Class 4 properties and the top 10 class 2 valued properties located in the Township on or before November 10, 2024.

- The Tax Assessor shall be the sole determinant if the work performed by the Review Appraiser is satisfactory.

26. Billboard Valuation and Identification:

The Company shall as a part of this revaluation, identify and value for assessment purposes all billboards located within the Township of West Orange in accordance with Chapter 42, Public Laws of 2004.

The Company shall determine value by income, sales comparison, and replacement cost less depreciation.

Photographs/digital images of all Billboards are to be in compliance with section 20 herein "Photograph Requirements."

27. Cellular Telephone Antennas

The Company shall as a part of this revaluation, identify, report and value all cellular antenna towers or building mounted antenna located within the Township of West Orange.

28. Added Assessments and Partial Assessments:

The Company shall be responsible for valuation of all new construction, additions and alterations up to and including October 1, 2024. If a new home is under construction at the time of the field investigation, a notation of "P" for partial assessment shall be placed on the Mod IV and BRT's CAMA system. Prior to finalization of values, the Company shall conduct a field review of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the Company shall amend the record and shall value as if the improvement has been completed. If construction remains incomplete, the Company shall note the percentage of completion at the time of re-inspection.

The Company shall provide the Tax Assessor an Excel Spreadsheet for their review a description of the added assessment, including the Block, Lot, Qualifier, Property Location, a description of the added assessment, the dollar amount of the added assessment and number of months prorated for his records. Upon review and approval by the Tax Assessor, the Company shall be responsible for inputting the data into the Mod-IV tax record system in a timely manner as prescribed by the Essex County Tax Board.

The Company shall be responsible for providing the Tax Assessor with a Microsoft Excel Spreadsheet outlining all new and existing Partial Assessments and the percentage of completion including a description of same.

29. Neighborhood Delineation / VCS Map:

At the commencement of this project, the Company shall tour (physically drive) the Township of West Orange with the Tax Assessor, as necessary to review, establish or modify the existing neighborhood delineation/Value Control Sector (VCS) map. The map shall include the boundaries for each VCS/Neighborhood (Value Control Sector) delineated by the Company and include land use zone, the boundaries for each neighborhood control sector and any FEMA flood zones that exist throughout the Township.

Once approved by the Tax Assessor, the Contractor shall complete and transmit the VCS map in both a PDF format and in a 24" x 36" framed paper color copy to the Tax Assessor within 30 days of such approval.

30. Property Owner Notification and Property Owner Review Hearings:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.9 concerning Taxpayer review procedures. The Company shall not mail valuation notification letters to any property owner prior to prior to election day or November 10, 2024, whichever is later.

Upon determination of property values the Company shall, at its own expense, notify each property owner of the valuation by letter the form of which will first be approved by the Tax Assessor. The notice shall include a summary of the property data used to determine the valuation and shall advise the property owner of his/her right to attend an individual informal review of the valuation at a designated location within the Township of West Orange. The Company shall schedule sufficient time to fully review

and discuss valuations with all interested property owners. Informal reviews are to be completed before December 25, 2024.

The Contractor shall provide the Tax Assessor with a written record of each review hearing. The Company shall make no revisions resulting from taxpayer reviews without consent of the Tax Assessor. If a review hearing results in an assessment adjustment, the Company shall notify each such property owner of the adjustment to his/her property in writing by December 30, 2024.

31. Records and Computations to Become Property of the Township of West Orange:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.11 concerning Delivery and summary.

Upon conclusion of all property owner reviews and acceptable revisions, the Company shall meet with the Tax Assessor to finalize all aspects of the revaluation. The Company shall transmit to the custody of the Tax Assessor the original of all records and computations pertaining to any appraisal of property in the Township of West Orange. The deliverables shall consist of, but not limited to:

1. All photos/digital images entered through the use of the BRT's Image program.

2. A completed Page 8 Formula.

3. The partial assessment Excel spreadsheet listing.

4. Neighborhood / VCS map.

5. Any Excel spreadsheet created that outline data relative to rentals utilized, operating statements of income properties, and capitalization rate studies.

6. Complete BRT's CAMA data,

7. Any other records or data the revaluation company deems relevant and/or essential.

32. Defense of Values:

The Company shall be responsible for defending all valuations that are appealed to the Essex County Board of Taxation for the Tax Years 2025 and 2026.

The Company shall provide a proper appeal defense on behalf of the Township of West Orange which shall include but not be limited to providing a witness to testify at the Essex County Board of Taxation as an expert on behalf of the Township of West Orange. The witness will hold a Certified Tax Assessor License or Licensed Real Estate Appraiser who holds a valid CTA, SCCREA or SCGREA license.

The witness shall have inspected the interior and exterior of property subject to appeal. The witness shall provide an appraisal comparison grid including three to five comparable sales showing all value adjustments for key features of the subject property and comparable sales and shall provide photographs of the subject property and comparable sales being utilized.

The Company shall bear all costs, charges and appraisal fees associated with the defense of the Township's valuations/assessments before the Essex County Board of Taxation for the 2021 and 2022 tax years.

33. Page 8 Formula Calculation:

The Company shall assist the Tax Assessor in calculating the Page 8 Formula on or about December 30, 2024 after values have been finalized and submitted to the assessor for review.

The final calculation of the Page 8 Formula shall be no later than January 10, 2025, or after hearings have been concluded and final changes made, whichever occurs FIRST.

34. Affirmative Action:

The Company is required to comply with the affirmative action requirements of P.L. 1975, c. 127, N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127) and Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 as amended, supplemented and the rules and regulations promulgated pursuant thereto, and the provisions set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts and other Township of West Orange Ordinances pertaining to affirmative action. See Exhibit F.

35. Quality and Progress Control

The Company shall utilize a quality control program as outlined and attached to this contract as **Appendix E** or any other format approved by the Essex County Board of Taxation. Upon request of the Tax Assessor or the Essex County Tax Administrator the Company shall submit copies of all quality control reports for review so as to ensure that the program guidelines are being adhered to throughout the project.

The Company shall submit monthly revaluation progress reports as outlined herein and in accordance with N.J.A.C. 18:12-4.8 (iii, iv and v).

Upon the conclusion of the valuation phase of the revaluation the revaluation company shall run a valuation impact report comparing the percentage change from the prior assessed value to the new proposed assessed value. The valuation impact report shall be run in block and lot order and in ascending order of percentage increase to percentage decrease. Said reports are to be submitted to the Tax Assessor for his/her review and use.

In addition, the Company will prepare a statistical report identifying the top 50 properties with the greatest increase in percentage change and identify 50 properties with the greatest decrease in percentage change in value. The Company shall submit the written report to the Tax Assessor and or his representatives at least ten (10) days prior to the filing of the official tax list with the County Board of Taxation.

36. Compliance with Federal, State and Local Law:

The Company shall comply with all applicable laws, ordinances, and codes of the United States, the State of New Jersey, and local governments within the State.

During the performance of this Contract, Contractor agrees that:

DISCRIMINATION IN EMPLOYMENT: Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, and Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this Contract and binding upon Contractor and its subcontractors. If the Township of West Orange is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the Township of West Orange reserves the right to deduct the outreach and training allocation from the contract. See Exhibit F.

DISCRIMINATION: It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

ADVERTISEMENTS: The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

NOTICES: The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of Contractor commitment and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

HANDICAP: The Contractor shall comply with N.J.S.A. 10:5-4.1 which prohibits any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practices against such a person unless the nature and the extent of the handicap necessarily preclude the performance of the particular employment duties.

COMPLIANCE WITH PROCUREMENT STATUTES: The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that Contractor has not and shall not violate the laws of the State of New Jersey relating to the procurement of or the performance of this Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any public employee or officer. Any violation of this provision shall be cause for West Orange to terminate this Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify West Orange in writing of any interest which any officer, employee or consultant of West Orange has in, or association with, any Vendor, sub-Vendor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

37. Termination of Agreement for Convenience:

The Township may terminate the Company's services in whole or in part for any reason at any time before completion. In that event, the Company, the Surety Company, the County Tax Board and the Director, Division of Taxation shall be given 20 days' notice of such termination specifying the effective date thereof. Compensation shall be paid to the Company pursuant to the terms therein for the work actually performed prior to such date. No damages of any nature shall be claimed against the Township of West Orange in the event it exercises its right of termination. The rights and remedies available to the Township of West Orange in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

All notices to be given by one party to the other under this Contract shall be considered given when sent by one party to the other by certified mail, return receipt requested, addressed as follows:

To the Tax Assessor:
Tax Assessor
Township of West Orange
66 Main Street
West Orange, NJ 07052

To the Company:
Professional Property Appraisers, Inc
101 Route 130 S, Suite 301,
Cinnaminson, NJ 08077

38. Indemnification:

The Company agrees to defend, indemnify protect, and save harmless the Township and its subsidiaries and its boards, employees, agents and servants from and against any and all law suits, claims, demands or damages of whatsoever kind or nature but only to the extent they arise out of any act, error or omission, or failure to exercise such care as is customary in the profession by the Company, its agents, servants and employees in the performance of any and all services pursuant to this Contract. Such indemnification shall include, but is not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, and judgments or otherwise.

The Company is an independent professional firm contracting with the Township to provide specialized services. The Company, its officers, partners, employees, agents, and servants are not to be deemed employees, agents, or servants of the Township. The Company assumes full responsibility for liability arising out of its conduct whether by action or inaction. The Township assumes no liability or responsibility for the acts of the Company, its officers, partners, employees, agents, or servants by virtue of entering into this Agreement.

39. Compliance with Public Contracting and Campaign Finance Laws:

The Company is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3), if the Company receives contracts in excess of $50,000.00 from public entities in a calendar year. It is each Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us

40. Americans with Disabilities Act:

The Contractor and the Township of West Orange do hereby agree that the provisions of the Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C.S. 12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract, Contractor agrees that the performance shall be in strict compliance with the Act. In the event Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, Contractor shall defend the Township of West Orange in any action or administrative proceeding commenced pursuant to this Act. Contractor shall indemnify, protect, and save harmless the Township of West Orange, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceedings or incurred in connection therewith. In any and all complaints brought pursuant to Township of West Orange's grievance procedure, Contractor agrees to abide by any decision of Township of West Orange which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against Township of West Orange, or if Township of West Orange incurs any expense to cure a violation of the ADA, which has been brought pursuant to its grievance procedure, Contractor shall satisfy and discharge the same at its own expense.

The Township of West Orange shall, as soon as practicable after a claim has been made against it, give written notice thereof to Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against Township of West Orange or any of its agents, servants, and employees, Township of West Orange shall expeditiously forward or have forwarded to Contractor every demand, compliant, notice, summons, pleading or other process received by Township of West Orange or its representatives.

It is expressly agreed and understood that any approval by Township of West Orange of the services provided by Contractor pursuant to this contract will not relieve Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless Township of West Orange pursuant to this paragraph.

It is further agreed and understood that the Township of West Orange assumes no obligation to indemnify or save harmless Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit Contractor's obligations assumed in the Agreement, nor shall they be construed to relieve Contractor from any liability, nor preclude the Township of West Orange from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

Execution of Contract

For The
TOWNSHIP OF WEST ORANGE
Property Revaluation Program

BY: _____
Susan McCartney, Mayor

Witnessed by:

_____
Karen J. Carnevale, Municipal Clerk

Professional Property Appraisers, Inc

Witnessed by:

BY: _____
Insert Name, Title

_____

BY: _____
Insert Name, Title

DATE: _____ DATE: _____

State of New Jersey, Division of Taxation
Revaluation Contract Approval
For The
TOWNSHIP OF WEST ORANGE

The foregoing agreement is hereby approved this day of
, 2023, pursuant to P.L. 1971, Chapter 424.

_____
Director, Division of Taxation, State of NJ

DATE: _____

APPENDIX A

TOWNSHIP OF WEST ORANGE

PROPERTY CLASSIFICATION SUMMARY

PROPERTY CLASSIFICATION	NUMBER OF LINE ITEMS
VACANT LAND (Class 1)	286
RESIDENTIAL (Class 2)	13,349
FARM QUALIFIED (Class 3A)	0
FARM REGULAR (Class 3B)	0
COMMERCIAL (Class 4A)	441
INDUSTRIAL (Class 4B)	32
APARTMENTS/MULTIFAMILY (Class 4C)	51
EXEMPT PUBLIC SCHOOL (Class 15A)	19
EXEMPT OTHER SCHOOL (Class 15B)	10
EXEMPT PUBLIC PROPERTY Class 15C)	336
EXEMPT CHARITABLE (Class 15D)	80
EXEMPT CEMETERIES (Class 15E)	3
EXEMPT MISC. (Class 15F)	87

NOTE: THE PROPOSAL PRICE SHALL BE BASED UPON THE ABOVE LINE ITEM COUNT. ANY REQUIRED CHANGES TO THE LINE ITEM COUNT BY THE TAX ASSESSOR LISTED HEREIN SHALL NOT BE USED TO ADJUST SAID PROPOSAL AMOUNT.

APPENDIX B

LIST PROJECT MANAGER/SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT

APPENDIX C

BACKGROUND INVESTIGATION RELEASE

TOWNSHIP OF WEST ORANGE POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorizes the Township of West Orange or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

_____
NAME (PLEASE PRINT OR TYPE)

_____
DRIVER LICENSE NUMBER

_____ DATE _____
SIGNATURE

_____
WITNESS

APPENDIX D

TOWNSHIP OF WEST ORANGE
BREAKDOWN OF MAJOR TASKS OF REVALUATION PROJECT

BREAKDOWN OF PAYMENT SCHEDULES

PROJECT TASK			TASK %	VALUE
1.	**PLANNING, ORGANIZATION and PERFORMANCE BOND POSTED**		10%	$
2.	**DATA COLLECTION (Using BRT's PRC Powerpad) (25% OF TOTAL)**			
	A.	RESIDENTIAL & VACANT LAND	15%	$
	B.	COMM/IND/APT. PROPERTIES	5%	$
	C.	EXEMPT PROPERTIES	4%	$
	D.	FARM PROPERTIES	1%	$
3.	**ANALYSIS and VALUATION (20% OF TOTAL)**			
	A.	RESIDENTIAL and VACANT LAND	10%	$
	B.	COMM/IND/APT. PROPERTIES	5%	$
	C.	EXEMPT PROPERTIES	4%	$
	D.	FARM PROPERTIES	1%	$
4.	**FIELD REVIEW (20% OF TOTAL)**			
	A.	RESIDENTIAL and VACANT LAND	10%	$
	B.	COMM/IND/APT	5%	$
	C.	EXEMPT PROPERTIES	4%	$
	D.	FARM PROPERTIES	1%	$
5.	**TAXPAYER HEARINGS**		10%	$
6.	**PROJECT FINALIZATION**		5%	$
			90%	$
7.	**RETAINAGE**		10%	$
	TOTAL		**100%**	**$**

4/13/23

APPENDIX E

SUMMARY SHEET

RESIDENTIAL QUALITY ASSURANCE WORKSHEET

BLOCK:_____ LOT:_____ QUAL:_____ VCS:_____

PROPERTY LOC:_____

FIELD REVIEWED:

EXTERIOR: SALES: _____ RANDOM SAMPLE: _____

INTERIOR: SALES: _____ RANDOM SAMPLE: _____

EMPIRICAL DATA REVIEWED

ELEMENTS	AS RECORDED BY INSP.	REVIEWER
1. BUILDING SKETCH		
2. STYLE and STORY HEIGHT		
3. BASEMENT / CRAWL / SLAB		
4. ROOM COUNT		
5. FINISHED BASEMENT.		
6. BATH COUNT		
7. HEAT TYPE		
8. CENTRAL A/C		
9. FIREPLACE(S)		
10. WD/PATIO/BI POOL		
12. LAND ARE CALCULATION		
TOTAL		

CONCLUSION

VCS: ACCEPTED _____

VCS: REJECTED TO BE REVIEWED _____

SUPERVISOR / REVIEWER _____ DATE _____

SIGNATURE

SUPPLEMENTAL ADDENDA

TOWNSHIP OF WEST ORANGE

1. All lot size, zoning designations, tax map page number are to be verified, corrected and encoded in the MOD-IV on-line tax record system.

2. For all Class 1, 2, 4 and Class 15 properties in the computer assisted mass appraisal (CAMA) program on the CAMA 1 screen under comments, a general description of the property shall be entered (I.E. retail, mixed-use, office, warehouse, apartment (number & type of units), municipal building, school, church) along with the number of units and gross building area since these types of properties will be valued utilizing other systems.

All of aforementioned supplemental items are to be the direct responsibility of the Company and are to be <u>included</u> as a part of the contract price.

4/13/23

Exhibit “A”

Township of West Orange

Request for Proposals
For the Revaluation of All Real Property
General Information
Part 1 of 2

NOTICE TO VENDORS

The Township of West Orange is seeking sealed proposals through the competitive contracting process for:

REVALUATION OF ALL COMMERICAL, RESIDENTAL & REAL PROPERTY SITUATED WITHIN THE TOWNSHIP OF WEST ORANGE

Bid forms may be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, County of Essex, West Orange, NJ 07052 or by emailing preynolds@westorange.org Monday to Friday during regular business hours 8:30 a.m. to 4:30 p.m.

Sealed proposals, clearly marked with the title of project and name and address of party making submission, addressed to the West Orange Township Council will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052 **by April 11, 2023 at 11:00am** and will be publicly opened and read at that time in the Council Chambers on the same day. No bids received after that time will be considered.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a New Jersey Business Registration Certificate P.L. 2004, c.57 and comply with Local Unit Pay to Play Law P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51) N.J.S.A. 19:44A-20.4 et seq.The Township Council reserves the right to reject any or all proposals submitted and also to increase or diminish any or all of the quantities which in their judgment be necessary.

Panayiota Reynolds
Purchasing Agent

TOWNSHIP OF WEST ORANGE

PROPOSAL SUBMISSION INSTRUCTIONS

1. Introduction

In order to undertake the revaluation of all real property in the Township of West Orange, the Township of West Orange is soliciting through the "Fair and Open Process" and in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, *et seq*., a response to the Request for Proposal from qualified interested person(s) and or firm(s) capable of providing professional revaluation services, for the project entitled "Township of West Orange Revaluation of all Real Property." The person(s) and/or firm(s) primary goal will be to prepare and execute a complete program for the revaluation of all properties within the municipal boundaries of the Township of West Orange ("Township").

The Township is seeking proposals via the competitive contracting process in accordance with N.J.S.A. 40A:11-4.4, *et seq*. This process requires that the contract be awarded to the most responsive qualified proposal submitted, as solely determined by the Township of West Orange, not necessarily the lowest proposal amount submitted.

Through the Request for Proposal ("RFP") process specifically described herein, person(s) and/or firm(s) ("Company") interested in performing and assisting the Tax Assessor with the provision of such services must prepare and timely submit a sealed Proposal in accordance with the procedures and schedule set forth in this RFP.

2. Important Notice

These revaluation specifications contain two parts (General Information Part 1 of 2 & Detailed Specifications & Contractual Agreement Part 2 of 2) and they exceed the State of New Jersey's sample revaluation contract requirements.

Respondents are cautioned to carefully examine these two documents (Part 1 of 2) and Part 2 of 2 titled "Detail Specifications & Contractual Agreement" prior to the submission of their written proposal. These documents have been specifically designed and prepared for the Township of West Orange. They provide for specific qualifications, actions, and for the timely and accurate reporting of the revaluation of all real property located in the Township of West Orange.

The data collection process is a critical part of the revaluation process! Too often the public criticizes field inspectors/the revaluation process for not taking the time to walk through the entire property including all levels. Unless prohibited by a property owner and noted on the field card/CAMA system, all field inspectors are required as a part of this contract to view each room in a property to ensure the greatest accuracy and public confidence in the collection of field data. Therefore, the Township requires all field inspectors to be compensated on an hourly or salary basis, not a per parcel basis.

Failure to do so is a violation of this contract and may result in the field inspector being removed from the project.

3. Submission of Proposals

All written proposals must be received by the Township of West Orange, Municipal Clerk by **April 11, 2023, At 11:00am**. Postmark dates bearing this time and date are not acceptable. Any written proposals received after the above specified date and time will not be accepted or considered and shall be returned to the Company unopened.

The written proposals can be delivered using the U.S. Postal service, overnight delivery or can be delivered in person. Proposals cannot be delivered via facsimile or email. The written proposals shall be addressed and/or submitted to the following:

Township of West Orange
Panayiota Reynolds, Purchasing Agent
66 Main Street
West Orange, NJ 07052

The Company shall submit one (1) original and four (4) copies of its written proposal in a sealed package, addressed as shown above, bearing the Company's full corporate name and address and said package must be clearly marked as follows:

"Revaluation Proposal – Township of West Orange"

4. Conditions Applicable to RFP

Upon submission of a response to the RFP, the Company acknowledges and consents to the following conditions relative to the submission, review and consideration of this Request for Proposal:

A. The Township assumes no responsibility and no liability for costs incurred by the responding firms prior to the issuance of a contract. All costs incurred by the Company in connection with preparation of its proposal shall be borne solely by the Company. Accordingly, the Company shall not include any such expense as part of its proposal.

B. The Township reserves the right to reject some or all RFP responses, and make the award based on the best interest of the Township of West Orange.

C. The Township will automatically reject any proposal submitted that intends to rely on or use any other computer assisted mass appraisal system (CAMA) other than the BRT's computer aided mass appraisal system and the BRT's PRC Powerpad mobile data collection system as specified throughout the bid specifications. In addition, any proposal that intends to utilize another CAMA system and convert that data into the BRT's CAMA is unacceptable and will cause an automatic rejection/disqualification of the proposal submitted.

D. The Township reserves the right to waive any formalities in the Proposal submission and selection process.

E. The Township reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information.

F. The Township may request the responding Companies to send representatives to the Township for interviews.

G. All responses to this Request for Proposal not received by the Township by the prescribed time stated herein will be rejected.

H. The Township reserves the right to withdraw this RFP at any time without prior notice and the Township makes no representations that any contract will be awarded to any Company responding to this RFP.

I. The Township reserves the right to postpone the Request for Proposal opening for its own convenience.

J. The Township can change or alter the schedule for any events called for in the RFP upon the issuance of notice to all prospective Companies who have received a copy of this RFP.

5. Selection of Respondent

The selection of the Company will be based on the response proposal that is most responsive, qualified, and acceptable to the Township of West Orange.

The Township reserves the right to waive technicalities and formalities in response to the RFP where deemed advisable in protection of the best interest of the Township. The Township reserves the right, as the Township deems necessary, to investigate any or all qualification claims made by any or all person(s) or firm(s) prior to submitting their respective response to the RFP, to request clarification of the information provided and/or to request additional information to support the claims made and included in any RFP.

The Township reserves the right to interpret all responses to the RFP packages and waive any ambiguities therein for the best interest of the Township.

The Township may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Companies.

The Township shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

6. Evaluation Procedure and Criteria

Authorized personnel from the Township will review all responses to this RFP received to determine if they are responsive and otherwise adhere to requirements prescribed in the RFP.

The Township may request a discussion and/or presentation from the Company for further evaluation of its proposal. All proposals submitted will be reviewed and evaluated by authorized Township personnel as deemed appropriate by the administration. They may include personnel from Purchasing, Legal, Administration and Tax Assessment departments. The proposals will be reviewed to determine if the Company has included mandatory proposal submissions (i.e. business registration, financial statements, insurance requirements, etc.) as well as, met the minimum professional and administrative requirements described in this RFP. Under no circumstances will any authorized Township personnel review responses to an RFP for a job in which they or their firm submitted a response. Based upon the totality of the information contained in the response to the RFP, including information about the reputation and professional experience of each Company, the Township of West Orange will (in its sole judgment) determine which Companies are qualified (from professional and administrative standpoints).

The Township shall award the contract based on an evaluation and ranking which shall include technical, management and cost related criteria.

The following shall be used as the criteria for evaluating proposals submitted in response to this RFP:

1. Technical Criteria:

(A) Proposed methodology:

a. Demonstration of a clear understanding of the scope of work and related objectives;
b. Completeness and overall responsiveness to specifications and general requirements;
c. Documentation of past performance of vendor's proposed methodology.
d. Amount of documented knowledge & use of the BRT's CAMA & Image System;
e. Amount of documented knowledge & use of BRT's Powerpad electronic data collection system;
f. Use of innovative technology and techniques.

(B) Public Relations:

a. The description, nature and extent of a vendor's public relations program pre-revaluation, ongoing and post-revaluation. Include sample(s) of materials (literature and publications) and inter-active website address;
b. The description, nature and extent of the Company's informal taxpayer hearing process.

2. Management Criteria:

a. Project Management Plan of work.
b. Scheduling timeline.
c. Description and type of quality control and assurance programs for the accurate collection of field data.

(A) History and experience in performing the work:

a. History and successful use of the BRT's CAMA system;
b. History and successful use of BRT's mobile data collection system;
c. The ability to demonstrate a successful track record of service as evidenced by on-time, on-budget, and contract compliance performance.
d. Description of quality control procedures to ensure the accurate valuation of all real property;
e. Present and past litigation, threatened litigation, and alternate dispute resolution experience because of being contracted to perform a revaluation or re-assessment;
f. The demonstrated ability of having successfully completed a recent revaluation project(s) with similar valuation characteristics, traits and demographics to that of the Township of West Orange;
g. Whether the Company's, an affiliate, subsidiary, entity, shareholders, immediate relatives, executives or employees own and/or work for a related company which performs real estate appraisal services against municipalities for tax appeal purposes;

(B) Availability of personnel, facilities, equipment and other resources:

a. The ability to demonstrate the capability to successfully complete the revaluation of the Township on-time for the 2025 tax year.
b. Company's current revaluation & reassessment workload.
c. The availability to have at a minimum of six (6) existing qualified, trained and competent in-house field personnel with a minimum of 6 months experience currently available to start the Township's Revaluation.
d. The number of Certified Tax Assessors (CTA's) on staff.
e. The number of Certified General Real Estate Appraisers (SCGREA) on staff.
f. The number of Certified Residential Real Estate Appraisers (SCRREA) on staff.
g. Qualifications of staff.
h. Proof of a company website to disseminate information about the Township's revaluation.
i. The availability and ability to deliver experienced bi-lingual inspectors, mailings and notifications.

3. Cost and Proposal Compliance Criteria:

(A) Cost of services to be provided to be performed:

a. Relative cost: How does the cost compare to other similarly scored proposals.
b. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented.
c. Method of compensation for field inspectors. Preference will be given to Companies who compensate them on an hourly basis, not per parcel.
d. Assurances of performance.
e. Company's financial stability & strength.

7. Proposal Format and Content

To facilitate the analysis of responses to the RFP, Companies are required to prepare their response in accordance with the instructions outlined in this section. The Township may deem any written proposals that deviate from these instructions as non-responsive and may use its discretion to disqualify such written proposals.

The response should be based on the content included herein. Complete all items for the scope of work as part of the response and include any addendum to the RFP.

The response should be prepared in such a manner as to provide a straightforward, concise description of the Company's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on accuracy, comprehensiveness, and clarity of the content. All parts, pages and tables should be numbered and clearly labeled.

The Township reserves the right to waive any technical non-conformance with the terms of this RFP.

Proposals should be organized into the following parts:

1. Letter of Transmittal;
2. Executive Summary;
3. Company's Background;
4. Company's qualifications to perform the revaluation of all real property in the Township of West Orange;
5. Company's Organizational Chart;
6. Company's Project Manager who will be assigned to manage this project & what other projects and duties this individual will manage or perform;
7. Company's field inspectors who will be assigned to the Township of West Orange's revaluation;
8. Acknowledgement of submission of required documents (Appendix A);
9. An executed Letter of Qualification(s) (Exhibit 1);
10. Letter of Intent (Exhibit 2);
11. Executed Disclosure Statement (Exhibit 3);
12. Affirmative Action Statement (Exhibit 4);
13. Mandatory Language: Americans with Disabilities Act of 1990 (Exhibit 5);
14. NJ Business Registration Certificate (Exhibit 6);
15. A Notarized Non-Collusion Affidavit (Exhibit 7);
16. Certificate of Liability Insurance and Surety (Exhibit 8);

17. Certificate of Pay-To-Play annual disclosure statement in accordance with N.J.S.A. 19:44A-20.26 *et seq.* (Exhibit 9);
18. Conflict of Interest Certificate (Exhibit 10);
19. A Certification signed by the Company President detailing any pending, on-going or finalized litigation, disputes, or fines within the last five (5) years against your Company. If none, please state "NONE." (Exhibit 11);
20. Statement of how your Company compensates field inspectors. Hourly or on a per parcel basis;
21. Prohibited Russia-Belarus Activates & Iran Investment Activates

THE COMPANY MUST SUBMIT AN ORIGINAL PROPOSAL RESPONSE PACKAGE ALONG WITH FOUR (4) COPIES.

A. Letter of Transmittal

The letter of Transmittal shall be addressed to Panayiota Reynolds, Purchasing Agent; and must, at a minimum, contain the following information:

Identification of the Company, including name, address, and telephone number. Acknowledgement of receipt of the Request for Proposal and addenda, if any. Name, title, address and telephone number of the Company's contact person during the period of proposal evaluation.

B. Executive Summary

The Executive Summary (one page) should state key highlights of the Company's qualifications, ability to successfully manage and timely complete this revaluation project using the BRT's CAMA system, BRT's Powerpad mobile data collection system, description of procedure to identify neighborhoods/VCS's for valuation, quality control procedures and why you believe your firm is most capable of completing the highest quality revaluation.

C. Company's Background and Qualifications

The Company must provide information about its firm to allow evaluation of the Company's stability and ability to support the commitments set forth in response to this RFP. The Company should detail its firm's status, including a brief description of the firm, past history, present status including the number of revaluation and reassessment projects to be completed for 2025, current company headcount identifying position/title, company size, types of services offered and its organizational structure. Indicate the year the business was founded and the form of the organization (corporation, partnership, sole proprietorship, etc.). Identify any subsidiary company(ies), the nature and type of work performed and if any of the work performed involves representing property owners as a plaintiff's expert in any capacity against municipalities in the State of New Jersey.

Provide a minimum of three (3) references from the most recent revaluations performed and include the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

In the statement, please provide responses to the following:

1. A history of the person's or firm's experience in providing revaluation services to municipalities or other governmental entities, private developers, not-for-profits and civic organizations.

2. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure, principals, project manager(s) and professional staff, including bi-lingual staff (identifying their languages of fluency) who would work directly with the Township. Include all key staff that will have major roles and responsibilities for each individual.

   Provide the names and addresses of all Principals of the Company submitting the proposal. Principals shall include each investor who would have any amount of operation control over the Company and every stockholder having an ownership interest of 10% or more in the Company.

   If a firm is a partially owned or a fully owned subsidiary of another firm, identify the parent Company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a proposal. Describe the approval process.

   If the Company is a partnership or a joint venture or similar organization, provide comparable information as required above for each member of the partnership, joint venture or similar organization.

3. A statement that the Company is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

4. Confirm appropriate Federal and State licenses to perform the revaluation of all real property.

5. Describe the portions of the Company's services, if any, that are sub-contracted out. If so, provide business registration certificates for all sub-contractors.

6. Does the Company employ union or non-union employees?

D. Company's qualifications to perform scope of service

In this section of the proposal the Company should establish the ability to satisfactorily perform the required work by reasons of experience in performing work of a similar like, kind and nature and demonstrated competence in the services to be provided.

1. Purpose

These specifications set forth the Township's expectations of the way the Company is to complete the revaluation and identifies the Township's requirements for completion of the revaluation.

Listed below are some facts about the real estate in the Township of West Orange that are intended to give the Company a general overview of the municipality.

A SUMMARY OF THE TOWNSHIP OF WEST ORANGE'S RATABLE BASE

The Township of West Orange is a suburban township in Essex County that is approximately 12.13 square miles in area. It is located approximately 12 miles west of Manhattan. On balance, it is an economically diverse Essex County Suburb that offers a wide diversity of housing types and approximately 524 Class 4 commercial ratables. Some higher locations in the Township provide views of the surrounding areas. It has an estimated population of 46,207 people according to the 2010 census estimate and contains a total of 14,694 line items including exempt properties. The Township is primarily a residential (94%) community with a wide range of housing values. The average residential sales price thus far for 2022 is approximately $562,800 according to MLS records as of September 2022.

As of January 10, 2022 the Township's MOD-IV data indicates the following breakdown of properties:

Property Class	# of Line Items
1	286
2	13,349
3A	0
3B	0
4A	441
4B	32
4C	51
15A	19
15B	10
15C	336
15D	80
15E	3
15F	87

The last revaluation of all real property in the Township of West Orange was as of October 1, 2010 for the 2011 tax year.

For the last several years, the number of sales, equalization ratios and general coefficient of deviation (COD) has been as follows:

Year	Eq. Ratio	General COD	# of Sales
2023	78.22%	N/A	N/A
2022	83.76%	13.27%	388
2021	83.70%	14.18%	487
2020	85.84%	12.10%	432
2019	87.74%	11.49%	463

2. Scope of Services

The Company agrees to prepare and execute a complete revaluation program of all real property within the confines of the Township of West Orange as illustrated on the Property Classification Schedule, attached as **Exhibit 12** of this RFP, for use by the Tax Assessor in accordance with this RFP and the associated RFP documents, all of which are annexed hereto and which form a part of this RFP.

The Company agrees to provide services necessary to classify, sketch and appraise each parcel of real estate and each real property improvement which lies within the boundaries of the Township of West Orange at its fair market value according N.J.S.A. 54:4-1 *et seq.,* Standard 6 of the Uniform Standards of Professional Appraisal Practice and the State of New Jersey Administrative Code concerning the revaluation of all real property.

The Company shall prepare a separate list of tax-exempt properties indicating the full value of such property as if taxable.

The Company agrees to draw every building (residential, commercial & exempt) in the BRT's Computer Aided Mass Appraisal (CAMA) and consider all three (3) approaches to value (Sales Comparison, Replacement Cost and Income) where applicable and to use acceptable methods, forms and manuals authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated utilizing the BRT's Computer Aided Mass Appraisal (CAMA), BRT's Powerpad mobile data collection system, and BRT's Imaging systems in accordance with the specifications as outlined in the contractual agreement and so stated elsewhere.

The Company shall send out Further Statements under the Township's letterhead and Tax Assessor's signature to all Exempt Properties (Class 15A, 15B, 15C, 15D, 15E and 15F). The Company shall request the Further Statement information by Certified Mail, return receipt requested. All printing and mailing costs for these statements shall be the Company's expense. The Company shall also prepare a separate list of tax-exempt properties indicating the full value of such property utilizing the three (3) approaches to value along with a scaled sketch of the improvements as if taxable.

The Company shall acquaint the Tax Assessor and staff, if any, in the use of procedures, standards and records used in determining the assessed values in order that the assessing office will be able to check the work as it progresses and apply the same to new or altered properties as required subsequent the completion of the revaluation project.

Work shall commence within thirty (30) days of the effective date of the award of the contract.

The contract shall be for a term of one year commencing upon issuance of a notice to proceed. The contract may be extended, subject to the requirements under the applicable law and Municipal Governing Body approval.

The revaluation valuation date is October 1, 2024 for the 2025 tax year. The official Tax List must filed with the Essex County Board of Taxation by January 10, 2025.

E. Company's Key Staff who will be assigned to manage the revaluation

Resumes of all key staff that will have major productive roles and responsibilities in connection with the Township's revaluation must be submitted for review. Include the resumes of the project manager/principal-in-charge and other key staff identified in the detail organizational chart. The Company shall identify the project manager to oversee the revaluation within the proposal response.

The Tax Assessor reserves the right and discretion to request a replacement project manager at any time in the interest of the Township of West Orange obtaining the highest quality revaluation results. The Company shall provide a qualified replacement project manager that is acceptable to the Tax Assessor within 5 days of written notice or be subject to a $500.00 per day penalty for every day that a qualified and acceptable replacement project manager is not in place to manage the Township's revaluation project.

Compliance with Public Contracting and Campaign Finance Laws

The selection of Qualified Companies is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.,* the provisions of "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.* The Township has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a sealed Proposal in response to this RFP. Responses to this RFP will be evaluated in accordance with the criteria set forth, which will be applied in the same manner to each response received.

The Company is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3), if the Company receives contracts in excess of $50,000.00 from public entities in a calendar year. It is each Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth in Exhibit 10 all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

8. Designated Contract Person

All communications concerning this RFP or the RFP process shall be directed to the Township's Purchasing Agent, in writing:

Township of West Orange
Panayiota Reynolds, Purchasing Agent
66 Main Street
West Orange, NJ 07052

9. Addenda

Subsequent to issuance of this RFP, the Township (through the issuance of addenda to all firms that have received a copy of the RFP) may amend, modify, supplement or withdraw this RFP as otherwise deemed necessary or appropriate by and in the sole judgment of the Township.

During the period provided for the preparation of responses to the RFP, the Township may issue addenda, amendments, or answers to written inquires. Those addenda will be noticed by the Township and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

The conditions and requirements are intended to be open and competitive for the purpose of obtaining adequate participation of interested parties, uniformity in the submission of proposals and selection of the most responsive proposal, not necessarily the lowest proposal. The Township shall be the sole judge of the merits of all proposals and sample materials submitted.

10. Award

The Township will select and approve a Company. The Township will further seek approval from the Municipal Governing Body, via adoption of a resolution, based upon the Township's assessment of which Company is most qualified and would best serve the interest of the Township.

The Township may or may not conduct negotiations with the Companies responding to this RFP. Therefore, the written proposal submitted should contain the Company's most favorable terms and conditions, since the selection and award may be without discussion with any of the Companies responding to this RFP.

1. Insurance and Bonding

The Company shall provide certificates of Liability and Workers' Compensation insurance providing coverage in accordance with the Township's insurance requirements. Insurance coverage shall indemnify and save harmless the Township of West Orange from any and all liability arising from the Company's work to be performed under the contract including attorneys' fees and costs in connection with the defense of any such claims.

The Company shall carry the following insurance for the complete duration in the performance of its services and shall provide certificates of insurance evidencing its coverage prior to starting work on the revaluation. The certificates of insurance shall provide for advance notice to the Township of any subsequent modification or cancellation of the coverages.

A. The Company shall provide Workers' Compensation Insurance with coverage as required by the State of New Jersey.

B. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than $3,000,000 each occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage.

C. The Company shall provide Automobile Liability Insurance with a limit of not less than $1,000,000 for automobile coverage per occurrence/claim.

D. The Company shall provide Professional Liability Insurance of the type necessary to protect the Township from any professional liability arising under this Agreement. Said insurance shall be in an amount no less than $2,000,000 for any one claim.

E. The Company shall provide Excess Umbrella Insurance in the amount of $1,000,000 giving protection more than the General and Auto Liability coverage.

The policies shall name the Township of West Orange as an additional insured.

A performance surety bond equal to the amount of this contract, executed by reputable bonding firm authorized to do business in the State of New Jersey shall be provided at contract execution. The surety bond shall be subject to a reduction of ten (10) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation at the conclusion of the second year of all appeals before the Essex County Board of Taxation.

A treasury listed Bonding Company is to be provided with an AB Best rating.

Copies of all insurance policies and the surety bond shall be provided to the Township of West Orange prior to the commencement of any work under the contract.

12. Affirmative Action

The Company is required to comply with the affirmative action requirements of P.L. 1975, c. 127, N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127) and Subchapter 10 of the Administrative Code at N.J.A.C. 17-27 as amended, supplemented and the rules and regulations promulgated pursuant thereto, and the provisions set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts and other Township of West Orange Ordinances pertaining to affirmative action.

13. Termination of Agreement for Convenience

The Township may terminate the Company's services under the contract in whole or in part for any reason at any time before completion. In that event, the Company shall be given notice by the Township of such termination specifying the effective date of same. Compensation shall be paid to the Company pursuant to the terms of the contract for the work actually performed prior to said date. No actions or claims for damages of any nature shall be brought against the Township in the event it exercises this right of termination.

14. Compliance with Federal, State and Local Law

The Company shall comply with all applicable laws, ordinances, and codes of the United States, the State of New Jersey and local governments within the State.

15. Indemnification

The Company agrees to defend, indemnify protect, and save harmless the Township and its subsidiaries and their boards, employees, agents and servants from and against any and all law suits, claims, demands or damages of whatsoever kind or nature but only to the extent they arise out of any act, error or omission, or failure to exercise such care as is customary in the profession by the Company, its agents, servants and employees in the performance of any and all services pursuant to this Agreement. Such indemnification shall include, but is not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, and judgments or otherwise.

The Company is an independent professional firm contracting with the Township to provide specialized services. The Company, its officers, partners, employees, agents, and servants are not to be deemed employees, agents, or servants of the Township. The Company assumes full responsibility for liability arising out of their conduct whether by action or inaction. The Township assumes no liability or responsibility for the acts of the Company, its officers, partners, employees, agents or servants by virtue of entering into this Agreement.

16. Conflict of Interest

The Company shall submit a statement setting forth whether it or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives, directors and/or employees own or has any interest in a company that represents or is engaged to perform real estate appraisals for any plaintiff/property owner(s) as a valuation expert in tax appeal matters against any municipality. The Township reserves the right to automatically reject/disqualify any proposal submitted in the event a conflict of this nature exists.

With respect to the Company, subsidiaries, or any of its employees, identify any pending litigation and/or regulatory action by any oversight body or entity that could have an adverse material impact on the Company's ability to serve the Township.

Indicate whether the Company has ever had a prior contract with any governmental entity terminated for any reason or if payment from a governmental entity is currently being withheld for any reason, or if a bond posted for guaranty of performance has not been released. If the answer to any of the foregoing is affirmative, provide a detailed explanation.

List all immediate relatives of the Principal(s) of the Company who are employees or elected officials for the Township of West Orange. For these purposes, "immediate relative" is defined as a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

No commissioner or employee of the Essex County Board of Taxation and no assessor of a taxing district within Essex County and no official or employee of the Township of West Orange shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee or any other capacity in the Company.

No Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives and/or employees shall have current or prior employment or interest in a company performing real estate valuation services on behalf of property owners or their legal representative in any tax appeal litigation against any municipality.

The successful Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, employees shall not represent a Township of West Orange property owner as an expert witness or perform valuation services against the Township for a period of fifteen (15) years from January 1, 2025.

17. Litigation History

The Company shall list and describe in detail any current, ongoing, and completed litigation or threatened litigation or dispute the firm is experiencing or has experienced within the last five (5) years. The Township reserves the right to automatically reject/disqualify any proposal submitted based on current, ongoing and/or past litigation.

The Company shall include with its Proposal, a list of municipalities where a revaluation or reassessment was completed in the last five (5) years. The list should clearly identify between revaluation and reassessment programs. For each revaluation, the Company should also list the general coefficient of deviation in the year following the revaluation.

18. Confidential Nature of Project

Disclosure of any appraisal information or potential tax impact information to any individual, firm, or corporation, other than the Tax Assessor or his or her authorized representative is expressly prohibited, and if done before conclusion of the project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law and the Open Public Records Act (OPRA) of the State of New Jersey or information discussed in connection with the informal taxpayer review hearings.

All property record cards, computer data (Access, Excel, Word), computer assisted mass appraisal (CAMA) data, income & expense statements (Ch. 91 statements), empirical data, valuation data, all analysis in any form and maps collected, created and/or calculated in connection with the revaluation are the property of the Township. Disclosure, dissemination, reproduction, utilization or use of any such information in any manner without the express written consent of the Township attorney and municipal tax assessor is strictly prohibited. The Township will reserve all legal remedies and rights should the Company breach or fail to comply with this provision.

APPENDIX A

Acknowledgement of Required Documents Submitted

Checklist for Items that will be required (Place an X next to each item submitted)

1	Executed Letter of Qualification	
2	Executed Letter of Intent	
3	Executed “Statement of Ownership Disclosure”	
4	Mandatory Affirmative Action Language	
5	Mandatory Language: American Disabilities Act	
6	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue	
7	Non-Collusion Affidavit (properly notarized)	
8	Required Insurance Documentation	
9	Executed “Conflict of Interest Certificate”	
10	Executed “Political Contribution Disclosure”	
11	Executed “Company Statement & Certification of Litigation & Disputes”	
12	Property Classification Schedule	
13	Prohibited Russia-Belarus Activities & Iran Investment Activities	
14	Receipt of Addendum/Addenda	

Signature: The undersigned hereby acknowledges and will submit the above listed requirements, except insurance, at the time the proposal is officially received. A certificate of insurance must be submitted prior to execution of contract.

Name of Respondent/Company: _____

Print Name and Title: _____

Signature: _____

Date:_____

EXHIBIT 1
LETTER OF QUALIFICATIONS

(Note: To be typed on Company's letterhead. No modifications may be made to this letter)

[Insert date]

Township of West Orange
66 Main Street
West Orange, NJ 07052
Attn: Panayiota Reynolds, Purchasing Agent

Dear Ms. Reynolds:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the Township of West Orange ("Township"), dated _____, in connection with the Township's need for professional services to prepared and execute a complete program for the revaluation of all real property located in the Township of West Orange, for the project entitled "Revaluation Of All Real Property."

We affirm that the contents of our Qualification Statement (which Qualification is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Your Company Name).

(Company shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each Company shall sign.)

(Signature of Chief Executive Officer)
(Type Name and Title)

(Type Name of Firm)

Dated:

❖ If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.

EXHIBIT 2
LETTER OF INTENT

(Note: To be typed on Company's Letterhead. No modifications may be made to this letter)

[Insert date]

Township of West Orange
66 Main Street
West Orange, NJ 07052
Attn: Panayiota Reynolds, Purchasing Agent

Dear Ms. Reynolds:

The undersigned, as Company, has (have) submitted the attached Proposal in response to a Request for Proposal (RFP), issued by the Township of West Orange ("Township"), dated [insert date], in connection with the Township's need for professional services to prepare an execute a complete program for the revaluation of all real property located in the Township of West Orange, for the project entitled "Revaluation Of All Real Property."

[Insert Company Name] HEREBY STATES:

1. The Qualification Statement contains true accurate, factual and complete information.

2. [Insert Company Name] agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the Township's procurement schedule.

3. [Insert Company Name] acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal submitted in response to the RFP, or any negotiation which results there from shall be exclusively the sole responsibility of the Company.

4. [insert Company Name] hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those mentioned has any participation in this proposal or in any contract to be entered into with respect thereto. Additional persons may be subsequently included as participating Principals, but only if acceptable to the Township.

5. [insert Company Name] declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. [Insert Company Name] acknowledges and agrees that the Township may amend, modify, or withdraw this RFP (in its sole judgment). In any case, the Township shall not have any liability to the Company for any costs incurred by the Company with respect to the procurement activities described in this RFP.

7. [Insert Company Name] acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Company hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Company shall sign and complete the space provided below. If a joint venture, appropriate officers of each Company shall sign.)

(Signature of Chief Executive Officer)
(Type Name and Title)

(Type Name of Firm)

Dated:

❖ If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.

EXHIBIT 3

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:_____

Organization Address:_____

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

STATEMENT OF OWNERSHIP DISCLOSURE - Continued

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

EXHIBIT 4

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

EXHIBIT 5

AMERICANS WITH DISABILITY ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Company and the Township of West Orange (herein referred to as the "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Company agrees that the performance shall be in strict compliance with this Act. In the event the Company, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Company shall defend the Township in any action or administrative proceeding commenced pursuant this Act. The Company shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged legal violation. The Company shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure; the Company agrees to abide any decision of the Township, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Company shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Company along with full and complete details of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Company every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Company pursuant to this contract will not relieve the Company of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph. It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Company, it agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the Company expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Company's obligation assumed in this Agreement, nor shall they be construed to relieve the Company from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT 6

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Company must include proof of its own business registration and proofs of business registration of those subcontractors, if applicable, required to be listed in the Company's submission (i.e., "named subcontractors"). The proof of business registration shall be provided and be valid at the time the proposal is officially received and opened by the Township. As a professional courtesy please provide copy of your NJ Business Registration Certificate with your RFP.

The Company shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Company.

Before final payment on the contract is made by the contracting agency, the Company shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the Company and each of its affiliates and subcontractors and each their affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $100 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

evidence

Subscribed and sworn to before me this _____ day of _____, 2023

_____

Notary Public, State of _____

My Commission expires _____

Signature: _____

By: _____

EXHIBIT 7

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:_____

COUNTY OF ESSEX:

I, _____ of the Township of _____ in the County of _____ and

the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the Company making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Company has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Company in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____
(Name of Company)

Subscribed and sworn to before me this _____ day of _____, 2023

_____

Notary Public, State of _____

My Commission expires _____

Signature: _____

By: _____

EXHIBIT 8

INSURANCE and BONDING REQUIREMENTS and ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance and bond shall be filed with the Township Clerk's Office upon award of the contract by the Township of West Orange.

The minimum amount of insurance to be carried by the Company shall be as follows:

MINIMUM LIMITS OF INSURANCE COVERAGE

1. The Company shall provide Workers' Compensation Insurance with coverage as required by the laws of the State of New Jersey.
2. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than $3,000,000 each occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage.
3. The Company shall provide Automobile Liability Insurance with a limit of not less than $1,000,000 for automobile coverage per occurrence/claim.
4. The Company shall provide Professional Liability Insurance of the type necessary to protect the Township from any professional liability arising under this Revaluation Contract with the Township of West Orange. Said insurance amount shall be a minimum of $2,000,000 for any one claim.
5. The Company shall provide Excess Umbrella Insurance Coverage in the amount of $1,000,000 giving protection in excess of the General and Auto Liability coverage.

A performance surety bond equal to the amount of this contract, executed by a reputable bonding firm authorized to do business in the State of New Jersey shall be provided. The surety bond shall be subject to a reduction of ten (10%) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation upon completion of the second year of appeals before the Essex County Board of Taxation.

A treasury listed Bonding Company is to be provided with an AB Best rating.

Copies of the insurance policies and surety bond shall be provided to the Township of West Orange prior to the commencement of any work under this contract.

The certificate(s) of insurance must cover the contract period and name the Township of West Orange as an "additional insured."

Acknowledgment of Insurance Requirements:

_____

Signature

_____

Date

_____

Print Name and Title

EXHIBIT 9

CONFLICT OF INTEREST CERTIFICATE

Pursuant to item #16 incorporated in these Proposal Specification, the Company shall submit a statement and certification detailing and describing any conflict of interest as outlined therein.

IN WITNESS WHEREOF, the undersigned
Has caused this Certificate to be executed

This _____ day of _____, 2023

_____
Signature

_____
Print Name and Title

Exhibit 10

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.[1]

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution

	NONE
If you have **NOT** made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	____

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.
The current elected officials of the Township include the following: Mayor Susan McCartney,
Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

_____
Company Name

_____
Authorized Signature

_____
Printed Name

_____
Date

EXHIBIT 11

Company Statement and Certification of Litigation and Disputes

Please describe accurately and in complete detail the following:

Please state whether any of the following issues and/or events has occurred in the last ten (10) years with respect to said Company (as its current entity or as a predecessor entity). If the answer is "yes" to any of the following please explain the following in full detail.

A. Whether the Company was subject of any claim, settlement, order, judgment or decree.
B. Whether the Company was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to the Company and/or other parties.
C. Whether a petition under bankruptcy, insolvency or receivership was filed by or against said Company.
D. Whether the Company has:
    a. Were awarded a contract and your contract was terminated;
    b. Were awarded a contract in which your contract was temporarily discontinued which directly arose from activities conducted by the Company;
    c. Were awarded a contract that subsequently resulted in your Company receiving a fine, refund of monies paid it or has their surety bond frozen which directly arose from services your Company was hired to perform;
    d. Were awarded a contract and have not delivered all the services or provided all the deliverables and in current dispute with the other party over a contract awarded your Company.

Failure to provide the required Disclosure Certification, submit officially signed an notarized documents or response to any and all information requested/required by the Township will result in the proposal response being disqualified as non-responsive.

Under penalty or perjury, I declare that I have examined the Request for Proposal, the Company provided proposal and the Litigation and Dispute Disclosure form hereto, to the best of my knowledge and belief and all statements contained hereto are true, accurate and complete.

On this _____ day of _____, 2023

Company: _____

Signature: _____

_____

Print Name and Title

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public, State of _____

My Commission expires _____

Signature: _____

By: _____

EXHIBIT 12

TOWNSHIP OF WEST ORANGE

DISTRICT WIDE REVALUATION OF ALL REAL PROPERTY

PROPERTY CLASSIFICATION SCHEDULE

As of January 10, 2022 the Township's MOD-IV data indicates the following breakdown of properties:

Property Class	# of Line Items
1	286
2	13,349
3A	0
3B	0
4A	441
4B	32
4C	51
15A	19
15B	10
15C	336
15D	80
15E	3
15F	87

EXHIBIT 13

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity			

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		**Title**	
Signature		**Date**	

Township of West Orange

Detailed Specifications &

Contractual Agreement
For the Revaluation of All Real Property
Part 2 of 2

AGREEMENT

THE TOWNSHIP OF WEST ORANGE
ESSEX COUNTY
NEW JERSEY

AND

REVALUATION COMPANY'S NAME

FOR THE

REVALUATION OF ALL REAL PROPERTY

SITUATED IN THE

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

This Contractual Agreement make as of Month ___, 2023, between the Township of West Orange (hereinafter "Township") a public instrumentality of the State of New Jersey and REVALUATION COMPANY'S NAME having its principal place of business REVAL CO ADDRESS, (hereinafter the "Company").

WITNESSETH:

WHEREAS, the Township, desires to enter into this Agreement (based on the RFP issued) and in accordance with the State of New Jersey Fair and Open Process of the Pay-to-Play Law, (N.J.S.A. 19:44A-20.5, *et seq.* and the Local Public Contracts Law, (N.J.S.A. 40A:11-1, *et seq.*) with the Company for the Revaluation of all property for the Township of West Orange; and

WHEREAS, the said Company, for and in consideration of the payments hereinafter specified and agreed to be made by the Township, hereby covenants and agrees to commence and complete the work as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. Scope of Services:

As set forth in the Request for Proposal (RFP) and the Company's Response to the RFP, annexed hereto under Exhibit I and which form a part of this Contractual Agreement by reference, the Company agrees to perform a complete and comprehensive revaluation program of all real properties located within the Township of West Orange as illustrated on the Property Classification Schedule, attached hereto under **Appendix A** of this Contract, for use by the Tax Assessor in accordance with this contract and the associated contract documents, all of which are annexed hereto and which form a part of this contractual agreement.

The Company agrees to provide all services necessary to timely and accurately appraise each parcel of real estate and each real property improvement which are within the Township of West Orange's municipal boundaries according to its fair market value according to N.J.S.A. 54:4-1 *et seq.* In addition,

the Company shall meet all of the standards and provisions for revaluation specified in N.J.A.C. 18:12-4.8, 4.9, 4.10 and 4.11 *et seq.*

The revaluation requested under this RFP requires the Company to adhere to all applicable requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), in particular Standard 6, entitled "Mass Appraisal, Development and Reporting."

The Company agrees that the General Coefficient of Deviation shall be less than fifteen percent (15%) the subsequent year after the revaluation is completed. In the event, that the General Coefficient of Deviation exceeds the criteria as outlined in N.J.A.C. 18:12A-1.14(i), the year after the revaluation is completed said Company shall revalue/reassess including the re-inspection (interior and exterior) any and all property necessary to achieve a General Coefficient of Deviation of less than fifteen percent (15%) as a part of the contract price specified herein.

The Company agrees to sketch and appraise all properties utilizing the three approaches to value (Sales Comparison, Cost and Income) where applicable and to use acceptable methods, forms, manuals and software authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated utilizing the BRT's Computer Assisted Mass Appraisal System, BRT's Image software and BRT's PRC Powerpad electronic data collection system utilizing tablet computers in accordance with the specifications outlined under Section 19 of this agreement and so stated elsewhere. **No conversion of CAMA data will be accepted and no exceptions to these requirements shall be permitted.**

The Company shall send out Further Statements under the Township's letterhead and Tax Assessor's signature to all Exempt Properties (Class 15D, and 15F) getting an exemption from real estate taxes. The Company shall request the Further Statement information by certified mail, return receipt requested and said mailing costs for these statements shall be at the Company's expense and included as part of their Proposal amount. The Company shall also prepare a separate list of tax-exempt properties indicating the full value of such property utilizing the applicable approaches to value (Cost, Sales Comparison and Income) and a sketch of the improvements as if taxable.

The Company, if applicable, shall value lands qualified under the Farmland Assessment Act of 1964 in accordance with its applicable farm-qualified value as well as its value according to its highest and best use if not a qualified farmland considering such property class to exist in said municipality. A minimum set of exhibits shall be required as specified herein.

The Company shall acquaint the Tax Assessor and staff in the use of procedures, standards and records used for making each property appraisal in order that the assessing office will be able to check the work as it progresses, and apply the same methods, standards, and procedures to new or altered properties in subsequent assessment years. Information utilized in completing the revaluation shall be provided to the Tax Assessor outlining the methods, guidelines and procedures utilized during the process.

Work shall be required to commence within thirty (30) days of the effective date of awarding this contract which is subject to the Director of the Division of Taxation Approval and appropriate funding.

This Contractual Agreement shall be for a term of one (1) year commencing upon issuance of a notice to proceed. This Contract may be extended, subject to the requirements under the applicable law and Municipal Governing Body approval. This Contract may be extended provided that: 1) The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the services are being performed in an effective and efficient manner; 2) No such contract shall be extended so that it runs for more than a total of five (5) consecutive years; 3) There will be no price change; 4) The terms and conditions of the contractual agreement substantially remain the same.

The revaluation must be completed by January 10, 2025.

2. Price:

The Township of West Orange agrees to pay the Company **$INSERT COST** in accordance with the terms of the payment contained hereinafter.

There shall be no advance payments made to the Company.

The Township of West Orange will not pay the Company for any additional properties discovered and/or not covered by the Property Classification Schedule attached hereto.

The Company shall prepare a breakdown of functions to be carried out during this revaluation project and place a dollar value for each function which shall be subject to the approval of the Tax Assessor and County Tax Administrator. This breakdown is outlined and attached to this contract with summary sheet attached as **Appendix D**. This breakdown is a material part of this contract, shall be the basis for payments, and is to be completed as part of the executed contract documents.

The revaluation project will commence immediately upon receipt of an acceptable performance bond, approval by the Director of the Division of Taxation of New Jersey and approved funding, if required. Payments to be made to the Company under this contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Tax Assessor at the end of each payment period. The dollar values to be utilized are outlined in **Appendix D** of this contract and are subject to an adjustment of minus a retention of Ten (10%) of the contract amount.

Billings for payment under this contract must be received no later than the 15th day of each month to allow sufficient time for review and certification. Billings properly filed and approved shall be process and payment mailed to the Company if found to be in order and approved.

As previously stated, this contract calls for a minimum retention of Ten (10%). The contract retention will be paid out in the following manner. Five percent (5%) of the ten percent (10%) being retained shall be payable upon completion of the first year's County Tax Board appeal season. The remaining Five percent (5%) of the Ten percent (10%) shall be payable upon completion of the second year's County Tax Board appeal season. The Bond shall remain effective for the entire project including thru the second year of County Tax Board appeals.

3. Contract Contingencies:

This Contract is contingent upon approval by the Director of the Division of Taxation and shall not be effective until such approval is noted on the approval page provided within this agreement.

The Company shall not have the authority to vary, alter, amend, or change this contract, without receiving prior written approval from the Tax Assessor, the Township of West Orange, Surety Company and the Director, Division of Taxation. The Company shall be responsible for any and all work performed by any subcontractors.

The Township of West Orange may elect to hire a project liaison/Class 4 review appraisal expert who shall assist the Tax Assessor throughout the project. The Company shall fully cooperate with those professionals throughout the project and shall timely share any information requested.

The Company shall not sell, transfer or otherwise dispose of this Contract or its interest therein to any other parties without receiving prior written approval from the Tax Assessor and the Township of West Orange.

4. Conflict of Interest:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.5 concerning Conflict of Interest.

No Commissioner or employee of the Essex County Board of Taxation and no assessor of a taxing district within Essex County or employee of the Township of West Orange shall have an interest whatsoever, directly, or indirectly, as an officer, stockholder, employee, or any other capacity in the Company.

No Company referred to in N.J.A.C. 18:12-4.4(a) 7 shall represent any property owner(s) or taxpayer(s) filing a tax appeal with respect to a revaluation by the Company.

No Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives and/or employees shall have current or prior employment or interest in a company who performs real estate valuation services on behalf of property owners or their legal representative in any tax appeal litigation against municipalities.

The successful Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, employees are prohibited from representing a Township of West Orange property owner as an expert witness or perform valuation services against the Township in a tax appeal proceeding (County or State) for a period of fifteen (15) years from January 1, 2025.

5. Company Qualifications:

The Company shall meet standards as set forth by the Director of the Division of Taxation and N.J.A.C. 18:12-4.3. In addition, the company shall supply said Director with any information which may be required from time to time during the duration of this project.

The Company shall supply the Township of West Orange with one (1) copy of three (3) years of certified financial statements from an independent accountant as required.

6. Company Personnel:

At a minimum, the Company, its personnel/employees shall meet the requirements and qualifications as prescribed under N.J.A.C. 18:12-4.6. Wherever this contract calls for a greater/increased standard the higher standard shall prevail over the applicable New Jersey Administrative Code(s).

Principals of the Company shall have at least ten years of practical and extensive appraisal experience in the valuation of the various classes of real property.

Supervisors of the Company shall have ten years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least four years of this experience must have been in the mass appraisal field within the last three years.

All personnel determining final land values shall have at least ten years of practical and extensive appraisal experience in the valuation of this class of property.

All field inspectors shall be compensated on an hourly basis, not a per parcel basis.

All personnel involved in valuing commercial, industrial, and multi-family (five or more) units must show proof of expertise in the valuation of income-producing properties. All commercial, industrial, and apartment building of 4 units or greater shall be appraised by a holder of a commercial level designation of a nationally recognized professional appraisal organization and/or shall be a Licensed Certified General Real Estate Appraiser (SCGREA) in New Jersey. If requested, the designated appraiser shall show proof of expertise in the valuation of apartments, hotels, marinas, mobile home parks, motels, nursing homes, offices, and shopping centers by submitting a list of such properties appraised during the last three years.

Field personnel and/or field inspectors shall have a minimum of **6 months** actual revaluation field inspection or appraisal experience pertaining to their phase of work and shall be generally aware of other phases of the revaluation project prior to starting field work. A resume including references shall be summarized and submitted with the Company's proposal for review by Township officials. All field personnel shall be subject to a written test of basic general skills relating to their functions if required by the Tax Assessor of the Township of West Orange. The test will be prepared by the Tax Assessor and administered to these persons at any time upon request by the Assessor prior to or while work is ongoing on this project. A minimum of six (6) full time field inspectors shall be provided during the field data collection phase of this project so as to meet the project completion schedule.

The Company shall submit a resume outlining the qualifications and relevant experience of each principal, supervisor, land valuator, and commercial, industrial, or multi-family valuators as well as field personnel assigned to this project. Additionally, the Company shall identify if any employee is currently a sitting Tax Assessor within the State of New Jersey and in which municipality they hold such office. The Company shall submit the names, residence addresses, education, and prior experience of each employee to the Tax Assessor before work is started by any employee.

The Company shall designate a qualified and responsible Project Manager to supervise the operation of the Company's staff for the entire project. (Complete **Appendix B**) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The project manager/supervisor shall have at least ten years of experience in mass appraisal work and at least five years in the capacity of a reviewer. This designated individual(s) shall make themselves(s) available to the Tax Assessor and/or the County Tax Administrator for consultation throughout the project.

The Tax Assessor reserves the right and discretion to request a replacement project manager at any time in the interest of the Township of West Orange obtaining the highest quality revaluation results. The Company shall provide a qualified replacement project manager that is acceptable to the Tax Assessor within 5 days of written notice or be subject to a $500.00 per day penalty for every day that a qualified and acceptable replacement project manager is not in place to manage the Township's revaluation project.

The Company shall supply the Tax Assessor with driver's license numbers, vehicle license plate numbers and make of vehicle or vehicles that will be used by field personnel. Additionally, all employees working on the revaluation must supply their home address, and home and cellular telephone numbers.

All field inspectors are to wear a Company shirt (short or long sleeve) or reflective vest of the same design and color with the Company name and logo so they may be easily identified by property owners and municipal officials when performing any inspection work for the Township. Failure to wear the required Company shirt may result in the field inspector being removed from the project for the day. If non-compliance persists the field inspector shall be removed from the project.

The Company personnel assigned to the project shall wear an identification badge issued by the Township of West Orange Police Department which shall contain an up-to-date photograph of the

employee. This identification tag must always be worn on the outside of their clothing and conspicuously displayed. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced (see above mandatory Company shirt requirement).

The Company shall require all personnel performing work on this project to authorize a background investigation of said employee by submitting a release as attached to this contract as **Appendix C**. This investigation may include a National Criminal Information Center report (NCIC) and driver's license reviews and be conducted by the Township of West Orange police department. Additionally, the company shall provide proof of citizenship for all of its employees that will be working on the revaluation. Either an I-9 or passport will be acceptable. **Any and all costs associated with the aforementioned background checks are the sole responsibility of the Company.**

Upon written notice to the Company's project manager, at no additional cost, the Tax Assessor may request that additional personnel be assigned to any phase of this revaluation project in order to meet the schedule of any project work. Noncompliance with this request is considered grounds to invoke the liquidation clause of this contract. Such determinations shall be at the sole discretion of the Tax Assessor.

Upon written notice to the Company's project manager, the Tax Assessor may request removal of any person from this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner.

Any change in personnel employed under this contract shall be immediately submitted to the Tax Assessor and the Essex County Tax Administrator in writing. The municipality may demand replacement of supervisors and field personnel who, in its opinion, are not performing adequately.

7. Office Space, Telephone Access and Computers:

The Municipality will attempt to provide for office space for field personnel and access to computer equipment on a limited basis for encoding of the property description data, if available. The Company shall provide as a part of the contract price a fully functional office in the State of New Jersey including but not limited to office space, furniture, computers, equipment, telecommunication data lines and other items required in connection with this project at its own expense. This includes any communication equipment, hardware, software, data lines or access fees necessary to connect to the Township's computer vendor BRT's Communications, Inc.

The Township of West Orange has the irrevocable right to deduct up to $500.00 per day (Liquidation Damages) from any funds if the Company fails to comply with this requirement within 90 days of the contract being awarded. The Tax Assessor shall be provided proof that the Company has an operating and fully functional office in the State of New Jersey as described above along with a list of telephone numbers being used by Company personnel in order to maintain communications between parties to this agreement.

8. Public Relations:

During the progress of this project, the Company and its employees will endeavor to promote understanding, transparency of the process and amicable relations with taxpayers and the general public. The Company and the Township of West Orange will endeavor to orient and educate all interested persons as to the revaluation project through a website (requirement to be discussed separately in the next section), newspaper articles, press conferences, public information mailings and

meetings, and other publicity as required and determined by the Tax Assessor. Any informational materials shall be presented to the Tax Assessor for review and approval prior to release, publication or posting.

The Tax Assessor shall arrange speaking appearances at meetings of homeowners, condominium associations, community groups and business groups and the Company shall furnish qualified speakers in order that the purposes, methods, and procedures of this revaluation program can be explained to as many interested persons as possible. Meetings with homeowner and community groups should be scheduled prior to the commencement of field inspections within the group's sector of the Township of West Orange where possible and/or requested. The necessity and number of meetings will be determined at the Tax Assessor's discretion for the purposes of this revaluation project.

The employees of the Township of West Orange and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and timely supplying all possible requested information within statutory requirements and limits to every interested taxpayer; however, each field inspector shall be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation or taxes of the real property and/or buildings, since any information is preliminary in nature at that point in time. This restriction will be strictly adhered to and any violation will be just cause for the Tax Assessor to request that the employee be removed from work on this project.

These requirements for public relations are a minimum. The Company should detail additional public relations efforts as this is a critical part of a successful revaluation program. The Company, subject to prior approval from the Tax Assessor, may also substitute other methods to achieve effective communications among the community. Those methods need to be described in detail how they will advance the public relations efforts of the revaluation process.

9. Company Web Site:

As a part of a comprehensive public relations program and in order to foster transparency of the revaluation process the Company shall have a website where interested parties can obtain information about the revaluation on-going in the Township. All revaluation correspondence sent out shall reference the website and provide a general description of its content.

The website content, at a minimum, shall contain the following information and shall be updated *monthly*:

Information regarding the Company, its telephone number, e-mail address, information and facts concerning the revaluation process, an inspection schedule and progress of the revaluation;

Any cost relative to this provision(s) is the exclusive expense of the company.

10. Submission of Work:

Data shall be uploaded from BRT's PRC Powerpad electronic data collection system to BRT's's CAMA system daily. In addition, all digital images taken for each property shall be uploaded and attached as soon as possible prior to the completion of the revaluation project. Any cost relative to the provisions is the exclusive expense of the company.

11. Program Progress Reports:

The Company shall submit a schedule of all project work including projected dates of completion to the Tax Assessor prior to the contract being awarded. Therefore, on the 25th day of each month, detailed status report and supporting documentation outlining progress shall be submitted to the Tax Assessor until completion of the project. A detailed project work schedule shall be completed and submitted in conjunction with Contractor's proposal to the Township.

Liquidation Damages of up to $500.00 per day for any delays beyond 10 days shall be deducted for any balance due. The Company shall be notified in writing and given 10 days notice wherein to remedy any deficiencies and/or late reports (total of 20 days).

Monthly progress reports shall be filed directly with the Tax Assessor and the Essex County Board of Taxation on or before the 25th day of each month. . Periodically throughout this project, documentation relative to the valuation of properties shall be submitted to the Tax Assessor as requested.

12. Liquidated Damages:

The Company may require additional time to complete the revaluation program due to unforeseeable reasons unless the Essex County Board of Taxation grants an extension of the January 10, 2025 tax list filing deadline, the township may fine the Company five hundred dollars ($500.00) for each calendar day beyond January 10, 2025 filing deadline.

Completion is defined as all work finished including a fair and equitable value being calculated as of October 1 of the pretax year, which requires all field inspections, calculations/data entered in to the BRT's CAMA system, digital photos taken front, rear and accessory structures of every line item and entered in to the BRT's Image System, informal taxpayer public hearings, hearing maintenance and submission of all reports, as may be required by the Tax Assessor and/or the Essex County Board of Taxation during this revaluation project and the "Tax List" is able to be certified.

The Company shall not be responsible for delays caused by poor weather conditions, strikes, war, catastrophes, acts of God or actions by others not under the jurisdiction of the Company which might stop or delay the progress of work. No other justification or reason for delays of this project is acceptable.

13. Insurance and Bonding:

Indemnification

The Company shall indemnify and hold harmless the Township of West Orange from any lawsuit, litigation, demand or claim arising out of the revaluation contract including attorney's fees and costs in connection with the defense of any such claims. The Township shall be able to choose an attorney of its own at the customary hourly rate, if the Township is named in any lawsuit, litigation, demand or claim arising out of the revaluation contract, which fees shall be covered by the Company.

Insurance Requirements

The Company shall comply with all aspects of N.J.A.C 18:12-4.10 concerning Surety and insurance.

The Company shall carry the following insurance for the complete duration in the performance of its services and shall provide certificates of insurance evidencing its coverage prior to starting work on the revaluation. The certificates of insurance shall provide for advance notice to the Township of any subsequent modification or cancellation of the coverages.

A. The Company shall provide Workers' Compensation Insurance with coverage as required by the State of New Jersey.

B. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than $3,000,000 each occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage.

C. The Company shall provide Automobile Liability Insurance with a limit of not less than $1,000,000 for automobile coverage per occurrence/claim.

D. The Company shall provide Professional Liability Insurance of the type necessary to protect the Township from any professional liability arising under this Agreement. Said insurance shall be in an amount no less than $2,000,000 for any one claim.

E. The Company shall provide Excess Umbrella Insurance in the amount of $1,000,000 giving protection in excess of eh General and Auto Liability coverage.

The aforementioned policies shall name the Township of West Orange as an additional insured.

Performance Bond

A performance surety bond equal to the amount of this contract, executed by reputable bonding firm authorized to do business in the State of New Jersey shall be provided at contract execution. The surety bond shall be subject to a reduction of ten (10) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation at the conclusion of the second year of all appeals before the Essex County Board of Taxation.

A treasury listed bonding company is to be provided with an AB Best rating.

Copies of all insurance policies and the surety bond shall be provided to the Township of West Orange prior to the commencement of any work under the contract.

14. Quality and Progress Control:

The Company shall utilize a quality control program as outlined and attached to this contract as **Appendix E** or any other format approved by the Tax Assessor of the Township. The Company shall submit copies of all quality control reports to the Tax Assessor on a weekly basis for review so as to ensure that the program guidelines are being adhered to throughout the project.

If at any time during the contract period the quality and/or progress of the Company's work shall not be satisfactory to the Tax Assessor, the Township of West Orange reserves the unilateral right to terminate the contract upon thirty (30) days written notice directed to the principal place of business of the Company.

Thereafter, the Township of West Orange shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the contract.

15. Interpretations of Specifications and Contract:

Should a conflict in language arise within this contract as it relates to any State Statute or Administrative Code, said conflict shall be settled based on the increased/higher standard being applied to that portion of the contract language.

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Superior Court of the State of New Jersey, Essex County.

16. Confidential Nature of Project:

Disclosure of appraisal information to any individual, Company, or corporation, other than the Tax Assessor, the Essex County Board of Taxation, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law, the right to know laws and Open Public Records Act (OPRA) of the State of New Jersey.

All property record cards, computer assisted mass appraisal (CAMA) data, income & expense statements (Ch. 91 statements), empirical data, valuation data, all analysis and maps collected, created and/or calculated in connection with the revaluation is the property of the Township. Disclosure, reproduction, utilization or use of any such information in any manner without the express written consent of the Township attorney and Municipal Tax Assessor is strictly prohibited. The Township will reserve legal remedies and rights should the Company breach or fail to comply with this provision.

17. Conditions to be met by the Municipality:

The municipality shall comply with all aspects of N.J.A.C. 18:12-4.7 concerning their conditions to be met.

The Township of West Orange shall furnish the Company the following:

(a) One (1) large and One (1) small copies of the up-to-date tax map approved by the Director of the Division of Taxation or his designate indicating the real estate assessment numbering system.

(b) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Township of West Orange. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.

(c) Two (2) copies of the municipal zoning map.

(d) Access to any SR1A records required by the Company.

(e) Access to the abstracts of deed on file within the assessor's office as needed.

(f) Access to zoning approvals and building permits as received during the project.

(g) Letters of Introduction to facilitate the Company's access to properties for inspection and data collection purposes.

(h) Any other data that may be secured from the Township of West Orange subject to the approval of the Tax Assessor to assist the Company to determine the full fair value of the properties to be valued.

Upon the completion of the revaluation project the Company shall return all documents, records, maps, and any photographs acquired back to the Township of West Orange. At the request of the municipality the Company shall sign an affidavit attesting to same.

Note: Access to the Township's current or previous property record cards will be limited to obtaining the year built for improved properties. Consequently, the Township's current or previous property record cards and old computer assisted mass appraisal (CAMA) data will not be made available to the Company or its representatives for review, consideration, or consultation in any manner or under any circumstance during the revaluation of the Township without the sole permission of the Tax Assessor.

18. Property Inspection:

The data collection process is a critical part of the revaluation process! To often the public criticizes field inspectors/the revaluation process for not taking the time to walk through the entire property including all levels. Unless prohibited by a property owner and noted accordingly, all field inspectors are required as a part of this contract to view each room in a property to ensure the greatest accuracy and public confidence in the collection of field data. Therefore, the Township requires all field inspectors to be compensated on an hourly or salary basis, not a per parcel basis. Failure to do so is a violation of this contract and may result in the field inspector being removed from the project.

Prior to the beginning of field inspections, the revaluation company's project manager, and any other company representative(s) necessary will ride throughout the Township with the Tax Assessor to discuss the delineation of neighborhoods/VCS's, valuation peculiarities, demographics and other salient valuation criterion as required to thoroughly consider all factors necessary in establishing fair, equitable and uniform assessments throughout the Township.

The Township of West Orange will not be responsible for providing security protection for the Company's personnel during any field activities connected with this Contract. The Company is not restricted in any way from providing such security as they feel necessary at their own expense.

Prior to the commencement of field inspections, a schedule will be set up for the entire Township which outline the plan for field inspections. This will be done jointly by the Company and the tax assessor and will include neighborhood and personnel assignments. The purpose of this requirement is to permit the tax assessor to have an overview of the progression of the inspections.

Prior to the commencement of field inspections, public notice will be given of the schedule. This notice will be made through the Township of West Orange's local newspapers and through informational bulletins placed in Township Hall and the municipal and Company's web site as well as their local cable TV channel if applicable. The publicly posted schedule for inspections shall set forth the proposed time table and locations for inspections throughout Township of West Orange. The web site(s) and cable TV

announcements shall be updated monthly by the Company. Any cost(s) associated with this requirement are the sole responsibility of the Company.

Prior to the commencement of field inspections, notice of initial inspection shall be mailed to individual property owners, by neighborhood or other systematic method, advising owners that field inspectors will be in their neighborhood at given dates. Generally, initial inspections will be attempted within two weeks of this notice.

All field inspectors, including the project manager(s), must have an active cellular telephone or other personal communication device so as be easily reached if the need arises. A list of names and cellular telephone numbers shall be provided to the Tax Assessor.

This contract requires the measurement, drawing/sketching, inspection and verification of **100%** of the exteriors of every property and a goal of **95%** of the interiors of all properties within the Township. This requirement includes all taxable, tax-abated and tax-exempt properties. A careful inspection of each parcel shall be made after 9:00 AM but before 7:00 PM on any day, Monday through Saturday.

The Company shall notify the West Orange Tax Assessor's office of the location(s) of their field representatives and their activities weekly.

All Company personnel assigned to the project shall wear an identification badge issued by the Township of West Orange Police Department which shall contain an up-to-date photograph of the employee. This identification tag must always be worn on the outside of their clothing and conspicuously displayed. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced (see above mandatory Company shirt requirement).

All field inspectors are to wear a Company shirt (short or long sleeve) or reflective vest (over their clothing) of the same design and color with the Company name and logo so they may be easily identified by property owners and municipal officials when performing any inspection work for the Township. Failure to wear the required Company shirt may result in the field inspector being removed from the project for the day. If non-compliance persists the field inspector shall be removed from the project.

All structures (residential, commercial & exempt) are to be measured and sketched in BRT's CAMA system with a measuring tape and/or a state-of-the-art laser measuring device. No measuring sticks will be permitted to be used. A measuring wheel may be used for on site improvements (parking lots) and large class 4 buildings.

At the time of the property inspection, if an owner/occupant is not available, a calling card shall be left in a conspicuous place (NOT IN ANY MAILBOX) indicating the date and time of a second inspection. This card shall include a contact telephone number and an e-mail address should the owner/occupant/tenant desire to make other inspection arrangements. The type and design of said card is subject to the assessor's approval. The date and time of a second inspection shall be substantially different from that of the original inspection (Not same day, etc.)

If the owner/occupant/tenant is not available at the time of the second inspection, a second calling card shall be left in a conspicuous place indicating that the field inspector has attempted two visits and request the Township of West Orange/occupant to either return the card or telephone a given number or send an e-mail to arrange for an interior inspection. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged. The exact language shall be reviewed and approved by the Tax Assessor prior to release.

In cases where no entry is possible after three (3) attempts or an owner/occupant refuses to either set a mutually convenient appointment or allow entry to the premises, the Company shall assess that particular property at its highest reasonable value using professional appraisal methods and data available. **In no event shall a card be left requesting the owner/occupant/tenant to fill in information.** The Company shall notify the Tax Assessor in writing of these refusal(s) and estimations monthly. The electronic CAMA record shall reflect whether an interior inspection was made and whether it was a refusal or an estimate. Upon the completion of the inspection phase of the revaluation project the Company shall provide the assessor with a separate listing of all properties in block and lot order of all properties where estimates were prepared. Additionally, the percentage of successful interior inspections completed by the Company shall be provided to the assessor in accordance with this contract.

The Company shall immediately notify the Tax Assessor of any properties not found on the current tax list but discovered because of their field inspection. This report will permit adequate time to place an added/omitted assessment on the property, so all properties accurately appear upon the Township of West Orange Tax List.

The type of construction will be recorded in BRT's PRC Powerpad electronic data collection system via a pen based laptop computer each component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, kitchen (if updated or not) and quality, plumbing, fixtures, including whirlpool baths, number of rooms, actual and effective age, physical condition, physical, functional and economic depreciation and/or appreciation if applicable, general quality of construction, rent (if rented), and sales data.

Each property data field inspector shall record their name or code of the person making the inspection and the date of the inspection as well as obtain the signature of the occupant verifying that an interior inspection has been conducted in BRT's PRC Powerpad electronic data collection system. The signature of the party present at the time of inspection shall be requested and signed employing BRT's PRC Powerpad utilizing a tablet laptop computer.

In no case shall a field inspector attempt to enter or make an interior inspection where only a minor is present. The property owner or other responsible adult must be present at the time of any interior inspection(s). If the field inspector has doubts, they should leave a card and/or arrange to inspect the interior when a responsible adult is present. This restriction will be strictly enforced, and any violation will be just cause for the Tax Assessor to request that the employee be removed from the project.

This Contract requires the Company's sole method of data collection to be BRT's PRC Powerpad Electronic Data Collection Software utilizing a tablet computer laptops in the field.

Every evening each field inspector shall upload their day's data collection into BRT's CAMA system.

The format of the property record data collection card shall be as indicated on the Township of West Orange's computer system which is the BRT's CAMA System.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may make random spot checks throughout the Township of West Orange to verify that inspections are being conducted in an appropriate manner.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may accompany Company employees at any time during field inspections.

Properties which may be altered by building permits after field review but prior to October 1, 2024, shall be quantified on a Microsoft Excel spreadsheet and shall be field reviewed by the Company and provided to the Tax Assessor prior to finalization of value.

A final (100%) drive-by visual field inspection is required and review of all land and buildings be made upon completion of field and office computations by Company's Project Manager to ensure accuracy of all data recorded on a hard copy of the computer data files. The purpose of this review will be to account for and adjust for factors which may have a direct bearing on the market value of properties as well as to ensure a property's equitable relationship to surrounding properties. This review shall be accomplished by the Project Manager along with the Tax Assessor.

All field inspectors shall be compensated on an hourly basis, not a per parcel basis.

19. Computer Requirements:

The Company shall use BRT's Computer Assisted Mass Appraisal System (CAMA), BRT's imaging system and BRT's PRC Powerpad electronic data collection system utilizing pen-based laptop computers. No substitutes will be allowed or permitted, nor shall the Company be permitted to convert CAMA data from another vendor's software. The Company shall be responsible for paying all line or service charge fees in connection with the CAMA operation.

The Company shall computerize The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates so to be able to generate computer data files for residential properties.

The Company shall, when utilizing the Cost Approach to determine value, the Marshall Swift Commercial Estimator Valuation Computer Software program.

The Company shall, when utilizing the Income Approach to determine value of income producing or potentially income producing commercial, industrial, and apartment properties, create a template using Microsoft Excel Software. The Company shall create an individual property valuation data sheet on each property where the income approach is applicable. The data sheet shall include all key data elements necessary to understand and estimate the value of the property utilizing the income approach to value. The Company shall prepare a written report setting forth the factors used to develop the income approach valuation.

The Company shall, at the Company's cost, request income and expense statements (Chapter 91's), under the Township's letterhead, on any income-producing properties by certified mail, return receipt requested, pursuant to **N.J.S.A.** 54:4-34 under the Tax Assessor's signature. The Company shall transfer the data obtained to an Excel spreadsheet and shall deliver the spreadsheet to the Tax Assessor.

The Company shall integrate the (CAMA) system with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing districts Master File. The system must also be capable of producing the Added, Omitted, and Rollback Assessment valuation list(s) and any other information deemed necessary by the Tax Assessor.

The Company in consultation with the Tax Assessor shall build the data base. The data files shall include all items of information in connection with each property such as, but not limited to, the block and lot number, owner's name and mailing address, property location, property classification, zoning, land size, improvements interior listing, age of improvements, depreciation, pricing data for each improvement, and the final calculated values for land and improvements.

The Company shall provide to the Township of West Orange employees up to 75 hours of training in the operation of the computer programs so that assessment staff personnel will be able to update the data base as changes occur upon completion of the revaluation project.

Upon completion of the revaluation project, the Company shall turn over to the Township of West Orange all programs and documentation utilized by or prepared by the Company or that will be necessary for the Township of West Orange to maintain, update or expand the computerized appraisal system.

20. Photograph/Digital Color Image Requirements:

The Company shall depict, at a minimum for every property at least two digital color images, front and rear of each parcel/line item/building of real property, one digital color image of any accessory structure (Carriage House, Detached Garage and/or Shed), and one digital color image of any Built In Pool. The Company shall also take digital color images clearly depicting the size and nature of any other structures that affect the value of the property on which such structure is located.

The Company shall transfer/attach all photos to the corresponding parcel in BRT's CAMA system. If existing photos are in the CAMA system the latest photos should be reordered so that the newest photos appear first.

The Company shall take additional digital color photos necessary to identify a significant or unique valuation attribute, characteristic or feature that exists on a property that has a substantial positive or negative influence on the valuation of said property. All such pictures shall be properly and correctly identified.

The Company shall be responsible for all costs, charges and fees for all of the photographic requirements.

The Company shall not release any of the photos to any person or firm other than to the Township of West Orange.

21. Special Reports:

At the request of the Tax Assessor, the Company may be required to prepare reports not specifically set forth elsewhere in these specifications. These may include, but may not be limited to, spreadsheets for studies of values by neighborhood, impact reports, value change reports, general sales reports for specified periods of time, rental assumptions on class 4 properties and studies which compare pre-revaluation values to new proposed values / taxes (impact reports).

The Company shall, without exception, have the capability to generate reports based on sales prices, ratios, property type, property class, gross living area, room count, age of dwelling, lot size, zoning and neighborhood.

The Company shall have the capability of generating reports by neighborhood that compare sales prices to new proposed assessments and that present the ratios for each property in the report. Based on this information, the Company shall without exception, have the ability to develop coefficient of dispersion studies.

22. Land Valuation:

The Company shall collect and analyze all fair market land sales and demolition sales that occurred during the three years prior to the revaluation date in order to develop a market data approach. Any analysis or methodology utilized shall directly correlate to this market study.

The Company shall prepare a sample format to be approved by the Tax Assessor prior to the actual use in valuing the land component. The identification of market trends is important, and an analysis should be used to determine and document such trends. Analysis may include sales ratio studies, paired sales and the development of general, segmented, and stratified coefficients of deviation. Data shall be secured from all available sources, compiled, checked, and analyzed for the calculation of land values. Factors affecting the value of land such as location, shape, size, topography, access to roads, railroads, and easements, use, etc. shall be carefully considered.

The Company, in consultation with the Tax Assessor, if necessary, shall modify the existing VCS's and/or create neighborhood delineations/value control sectors (VCS's) which reflect the division of homogenous neighborhoods.

The Company shall value land utilizing the square foot area of each parcel. Front foot valuation method is prohibited. Valuing land under the front foot bases is unacceptable and prohibited. The Company shall establish site values for each parcel within the Township of West Orange utilizing the appropriate zoning requirements as a base, square foot area and value the square foot area in excess of the zoning requirement as surplus lands utilizing a minimal value per square foot. Any variations caused by parcel characteristics shall be determined as factors to be applied to the base cost to determine a final parcel valuation. Company field personnel must have sufficient knowledge and experience with valuations being affected by location, shape, size, topography, traffic, view, leases, railroads, wetlands, right of ways, easements and other forms of economic obsolescence.

Conservation easements, common areas and wetlands are to be valued uniformly throughout the Township of West Orange. Right of ways and easements are to be noted on the property data file and considered in the valuation process. If applicable, Qualified Farmland is to be valued according to its land use at rates provided by the State of New Jersey and at its highest and best use without farmland qualifications. In such instances, two value estimates will be required.

The Company shall identify, quantify, analyze, and value all abandoned Class II railroad properties located within the Township of West Orange in accordance with the applicable New Jersey Statutes.

The Company shall consider all State of New Jersey Department of Environmental Protection or Federal Environmental Protection Agency Declarations of Environmental Restrictions, Hazard areas, Groundwater Classification Exemption areas and other environmental deed restrictions, all of which must be noted in the property data file.

All land valuation calculations shall be recorded in the CAMA data files. All computations from the base rate to the final calculated value shall be shown in the CAMA data files.

The Company shall prepare a land value schedule reflecting the final determined land rates. Said land value schedule shall include the site value as required by parcel zoning, value per square foot when applicable and any adjustments to be applied to the base site due to parcel characteristics.

Upon conclusion of the project, this schedule will be turned over to the Tax Assessor for his future use.

23. Residential Valuation (including all applicable Exempt Properties):

The Company shall utilize the most recent edition of the New Jersey Real Property Appraisal Manual when appraising residential properties. Residential schedules shall contain all variations from the base in order to price all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches and garages. The schedules shall show prices for various sizes as well as types and grades of construction.

The Company shall collect, analyze, and create Microsoft Excel spreadsheets for all residential fair market sales that occurred during the three years prior to the revaluation date to develop the market data approach. The Company shall prepare a sample format to be approved by the Assessor that will be used in this approach to value. The identification of market trends is important, and a paired sales analysis may be used to determine and document such trends. In addition, the analysis should also include a sales ratio study by neighborhood VCS and by housing type & design.

If applicable, all farm buildings are to be properly measured, classified and valued. Two values are required for farmland: as qualified, and if not qualified specific documentation is required with proper exhibits for each parcel.

The cost conversion factor shall be determined through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after consultation with the Tax Assessor.

The depreciation factors shall be determined through market-oriented analysis. Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file and be explained in writing on the comments screen for each property. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used.

Photographs/digital images of all residential properties are to be in compliance with Section 20 therein entitled "Photograph Requirements."

24. Commercial, Industrial, and Apartment Valuations (including all applicable) Exempt Properties:

When determining value of all commercial, industrial and apartment properties, the Company shall utilize all applicable approaches to value recognized in the real estate appraisal industry and Tax Court case law.

For all Class 4 properties, each property record card file shall include a measured sketch of the structure(s) and all information used in estimating the assessed value for the property, including but not limited to a Marshall Cost Sheet (including the P-list), sales comparison valuation grid, a complete description of use(s), building and site improvement sketch/measurements (including ceiling heights), and income approach to value (outlining income, expenses & capitalization rate).

The Company shall utilize the Marshall Swift Valuation Service when determining value using the Cost Approach for applicable Class 4 properties.

The Company shall collect and analyze the local and regional market as necessary to evaluate all commercial, industrial and apartment market rates, rentals, and expenses to estimate supportable

indication(s) of value. In addition, all sales that occurred during the three years prior to the revaluation date shall be analyzed to develop all the necessary valuation approaches to value as of the applicable assessing date. The Company shall prepare an Excel spreadsheet sample format to be approved by the Tax Assessor that will be used in these approaches to value. The identification of market trends is important, and a paired sales analysis may be used to determine and document such trends. Analysis shall include unit values based on the type of property being analyzed, (e.g., apartments – $ per unit, office building – $ per square foot).

All properties that are income or are potential income-producing properties shall have a written report outlining the factors used to develop the income approach valuation.

In the case where no income and expense data were returned or made available the Company should estimate this information and an Excel spreadsheet should be made and submitted to the Tax Assessor and the Township's Review Appraiser for approval prior to setting a final value for each such property.

The Company shall analyze all income and expense statements received and investigate lease and rentals for the purpose of establishing economic rents and gross rent multipliers, when applicable.

Each component used in the construction of the Capitalization rates to be used for the different types of income producing properties shall be obtained from the market, documented, and discussed with the Tax Assessor and the Class 4 review appraiser/expert prior to estimating the final values on all Class 4 properties.

Site improvements such as lighting and paving are to be identified, enumerated and valued as accessory items as appropriate.

Depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional, and economic depreciation and/or appreciation observed by a field inspector must be recorded separately on the data file and explained in writing for each property when applicable. The final net condition is to be reflected in any calculations.

Photographs/digital images of all Commercial and Industrial properties are to be in compliance with section 20 therein entitled "Photograph Requirements."

In the comments section of the CAMA file (CAMA1 screen) the Company shall include a description of the property setting forth the total square footage of the building, number of units, number of buildings, a breakdown of the type of space (i.e. retail, office, apartment (number & type of units), warehouse, etc. & their corresponding square footage).

Prior to the Company's use in the revaluation, the Tax Assessor shall approve the capitalization rate(s), effective tax rate and other key metrics utilized in the income approach to valuation.

25. Commercial, Industrial, Apartment (Class 4) Valuation Review:

The Company agrees to work with the Township of West Orange's revaluation review appraiser/expert as follows:

- The Review Appraiser shall review all Class 4 properties where the newly assigned assessed value as directed by the Tax Assessor.
- The Review Appraiser shall review the top 10 Class 2 valued properties located in the Township prepared by the Company.
- The Company, the Review Appraiser and the Tax Assessor shall meet prior to commencement of Commercial, Industrial or Apartment property valuation(s) to decide upon key metrics utilized in valuing these types of properties. These items include but are not limited to base capitalization rates, equity dividend rates, mortgage constants, effective tax rates, vacancy and credit loss percentages, and operating expense ratios.
- The Review Appraiser shall report directly to the Tax Assessor who shall approve and communicate changes or recommendations to value(s) or methodology to the Company.
- The Company will provide the Review Appraiser with all data, digital photos, analysis and value estimates on the Class 4 properties and the top 10 class 2 valued properties located in the Township on or before November 10, 2024.
- The Tax Assessor shall be the sole determinant if the work performed by the Review Appraiser is satisfactory.

26. Billboard Valuation and Identification:

The Company shall as a part of this revaluation, identify and value for assessment purposes all billboards located within the Township of West Orange in accordance with Chapter 42, Public Laws of 2004.

The Company shall determine value by income, sales comparison, and replacement cost less depreciation.

Photographs/digital images of all Billboards are to be in compliance with section 20 herein "Photograph Requirements."

27. Cellular Telephone Antennas

The Company shall as a part of this revaluation, identify, report and value all cellular antenna towers or building mounted antenna located within the Township of West Orange.

28. Added Assessments and Partial Assessments:

The Company shall be responsible for valuation of all new construction, additions and alterations up to and including October 1, 2024. If a new home is under construction at the time of the field investigation, a notation of "P" for partial assessment shall be placed on the Mod IV and BRT's CAMA system. Prior to finalization of values, the Company shall conduct a field review of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the Company shall amend the record and shall value as if the improvement has been completed. If construction remains incomplete, the Company shall note the percentage of completion at the time of re-inspection.

The Company shall provide the Tax Assessor an Excel Spreadsheet for their review a description of the added assessment, including the Block, Lot, Qualifier, Property Location, a description of the added assessment, the dollar amount of the added assessment and number of months prorated for his records. Upon review and approval by the Tax Assessor, the Company shall be responsible for inputting the data into the Mod-IV tax record system in a timely manner as prescribed by the Essex County Tax Board.

The Company shall be responsible for providing the Tax Assessor with a Microsoft Excel Spreadsheet outlining all new and existing Partial Assessments and the percentage of completion including a description of same.

29. Neighborhood Delineation / VCS Map:

At the commencement of this project, the Company shall tour (physically drive) the Township of West Orange with the Tax Assessor, as necessary to review, establish or modify the existing neighborhood delineation/Value Control Sector (VCS) map. The map shall include the boundaries for each VCS/Neighborhood (Value Control Sector) delineated by the Company and include land use zone, the boundaries for each neighborhood control sector and any FEMA flood zones that exist throughout the Township.

Once approved by the Tax Assessor, the Contractor shall complete and transmit the VCS map in both a PDF format and in a 24" x 36" framed paper color copy to the Tax Assessor within 30 days of such approval.

30. Property Owner Notification and Property Owner Review Hearings:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.9 concerning Taxpayer review procedures. The Company shall not mail valuation notification letters to any property owner prior to prior to election day or November 10, 2024, whichever is later.

Upon determination of property values the Company shall, at its own expense, notify each property owner of the valuation by letter the form of which will first be approved by the Tax Assessor. The notice shall include a summary of the property data used to determine the valuation and shall advise the property owner of his/her right to attend an individual informal review of the valuation at a designated location within the Township of West Orange. The Company shall schedule sufficient time to fully review

and discuss valuations with all interested property owners. Informal reviews are to be completed before December 25, 2024.

The Contractor shall provide the Tax Assessor with a written record of each review hearing. The Company shall make no revisions resulting from taxpayer reviews without consent of the Tax Assessor. If a review hearing results in an assessment adjustment, the Company shall notify each such property owner of the adjustment to his/her property in writing by December 30, 2024.

31. Records and Computations to Become Property of the Township of West Orange:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.11 concerning Delivery and summary.

Upon conclusion of all property owner reviews and acceptable revisions, the Company shall meet with the Tax Assessor to finalize all aspects of the revaluation. The Company shall transmit to the custody of the Tax Assessor the original of all records and computations pertaining to any appraisal of property in the Township of West Orange. The deliverables shall consist of, but not limited to:

1. All photos/digital images entered through the use of the BRT's Image program.
2. A completed Page 8 Formula.
3. The partial assessment Excel spreadsheet listing.
4. Neighborhood / VCS map.
5. Any Excel spreadsheet created that outline data relative to rentals utilized, operating statements of income properties, and capitalization rate studies.
6. Complete BRT's CAMA data,
7. Any other records or data the revaluation company deems relevant and/or essential.

32. Defense of Values:

The Company shall be responsible for defending all valuations that are appealed to the Essex County Board of Taxation for the Tax Years 2025 and 2026.

The Company shall provide a proper appeal defense on behalf of the Township of West Orange which shall include but not be limited to providing a witness to testify at the Essex County Board of Taxation as an expert on behalf of the Township of West Orange. The witness will hold a Certified Tax Assessor License or Licensed Real Estate Appraiser who holds a valid CTA, SCCREA or SCGREA license.

The witness shall have inspected the interior and exterior of property subject to appeal. The witness shall provide an appraisal comparison grid including three to five comparable sales showing all value adjustments for key features of the subject property and comparable sales and shall provide photographs of the subject property and comparable sales being utilized.

The Company shall bear all costs, charges and appraisal fees associated with the defense of the Township's valuations/assessments before the Essex County Board of Taxation for the 2021 and 2022 tax years.

33. Page 8 Formula Calculation:

The Company shall assist the Tax Assessor in calculating the Page 8 Formula on or about December 30, 2024 after values have been finalized and submitted to the assessor for review.

The final calculation of the Page 8 Formula shall be no later than January 10, 2025, or after hearings have been concluded and final changes made, whichever occurs FIRST.

34. Affirmative Action:

The Company is required to comply with the affirmative action requirements of P.L. 1975, c. 127, N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127) and Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 as amended, supplemented and the rules and regulations promulgated pursuant thereto, and the provisions set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts and other Township of West Orange Ordinances pertaining to affirmative action. See Exhibit F.

35. Quality and Progress Control

The Company shall utilize a quality control program as outlined and attached to this contract as **Appendix E** or any other format approved by the Essex County Board of Taxation. Upon request of the Tax Assessor or the Essex County Tax Administrator the Company shall submit copies of all quality control reports for review so as to ensure that the program guidelines are being adhered to throughout the project.

The Company shall submit monthly revaluation progress reports as outlined herein and in accordance with N.J.A.C. 18:12-4.8 (iii, iv and v).

Upon the conclusion of the valuation phase of the revaluation the revaluation company shall run a valuation impact report comparing the percentage change from the prior assessed value to the new proposed assessed value. The valuation impact report shall be run in block and lot order and in ascending order of percentage increase to percentage decrease. Said reports are to be submitted to the Tax Assessor for his/her review and use.

In addition, the Company will prepare a statistical report identifying the top 50 properties with the greatest increase in percentage change and identify 50 properties with the greatest decrease in percentage change in value. The Company shall submit the written report to the Tax Assessor and or his representatives at least ten (10) days prior to the filing of the official tax list with the County Board of Taxation.

36. Compliance with Federal, State and Local Law:

The Company shall comply with all applicable laws, ordinances, and codes of the United States, the State of New Jersey, and local governments within the State.

During the performance of this Contract, Contractor agrees that:

DISCRIMINATION IN EMPLOYMENT: Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, and Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this Contract and binding upon Contractor and its subcontractors. If the Township of West Orange is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the Township of West Orange reserves the right to deduct the outreach and training allocation from the contract. See Exhibit F.

DISCRIMINATION: It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

ADVERTISEMENTS: The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

NOTICES: The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of Contractor commitment and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

HANDICAP: The Contractor shall comply with N.J.S.A. 10:5-4.1 which prohibits any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practices against such a person unless the nature and the extent of the handicap necessarily preclude the performance of the particular employment duties.

COMPLIANCE WITH PROCUREMENT STATUTES: The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that Contractor has not and shall not violate the laws of the State of New Jersey relating to the procurement of or the performance of this Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any public employee or officer. Any violation of this provision shall be cause for West Orange to terminate this Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify West Orange in writing of any interest which any officer, employee or consultant of West Orange has in, or association with, any Vendor, sub-Vendor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

37. Termination of Agreement for Convenience:

The Township may terminate the Company's services in whole or in part for any reason at any time before completion. In that event, the Company, the Surety Company, the County Tax Board and the Director, Division of Taxation shall be given 20 days' notice of such termination specifying the effective date thereof. Compensation shall be paid to the Company pursuant to the terms therein for the work actually performed prior to such date. No damages of any nature shall be claimed against the Township of West Orange in the event it exercises its right of termination. The rights and remedies available to the Township of West Orange in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

All notices to be given by one party to the other under this Contract shall be considered given when sent by one party to the other by certified mail, return receipt requested, addressed as follows:

To the Tax Assessor:
Tax Assessor
Township of West Orange
66 Main Street
West Orange, NJ 07052

To the Company:
Insert Company Name
Insert Company Address

38. Indemnification:

The Company agrees to defend, indemnify protect, and save harmless the Township and its subsidiaries and its boards, employees, agents and servants from and against any and all law suits, claims, demands or damages of whatsoever kind or nature but only to the extent they arise out of any act, error or omission, or failure to exercise such care as is customary in the profession by the Company, its agents, servants and employees in the performance of any and all services pursuant to this Contract. Such indemnification shall include, but is not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, and judgments or otherwise.

The Company is an independent professional firm contracting with the Township to provide specialized services. The Company, its officers, partners, employees, agents, and servants are not to be deemed employees, agents, or servants of the Township. The Company assumes full responsibility for liability arising out of its conduct whether by action or inaction. The Township assumes no liability or responsibility for the acts of the Company, its officers, partners, employees, agents, or servants by virtue of entering into this Agreement.

39. Compliance with Public Contracting and Campaign Finance Laws:

The Company is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3), if the Company receives contracts in excess of $50,000.00 from public entities in a calendar year. It is each Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us

40. Americans with Disabilities Act:

The Contractor and the Township of West Orange do hereby agree that the provisions of the Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C.S. 12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract, Contractor agrees that the performance shall be in strict compliance with the Act. In the event Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, Contractor shall defend the Township of West Orange in any action or administrative proceeding commenced pursuant to this Act. Contractor shall indemnify, protect, and save harmless the Township of West Orange, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceedings or incurred in connection therewith. In any and all complaints brought pursuant to Township of West Orange's grievance procedure, Contractor agrees to abide by any decision of Township of West Orange which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against Township of West Orange, or if Township of West Orange incurs any expense to cure a violation of the ADA, which has been brought pursuant to its grievance procedure, Contractor shall satisfy and discharge the same at its own expense.

The Township of West Orange shall, as soon as practicable after a claim has been made against it, give written notice thereof to Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against Township of West Orange or any of its agents, servants, and employees, Township of West Orange shall expeditiously forward or have forwarded to Contractor every demand, compliant, notice, summons, pleading or other process received by Township of West Orange or its representatives.

It is expressly agreed and understood that any approval by Township of West Orange of the services provided by Contractor pursuant to this contract will not relieve Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless Township of West Orange pursuant to this paragraph.

It is further agreed and understood that the Township of West Orange assumes no obligation to indemnify or save harmless Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit Contractor's obligations assumed in the Agreement, nor shall they be construed to relieve Contractor from any liability, nor preclude the Township of West Orange from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

Execution of Contract

For The
TOWNSHIP OF WEST ORANGE
Property Revaluation Program

BY: _____
Susan McCartney, Mayor

Witnessed by:

_____
Karen J. Carnevale, Municipal Clerk

Insert Company Name

Witnessed by:

BY: _____
Insert Name, Title

_____

BY: _____
Insert Name, Title

DATE: _____ DATE: _____

State of New Jersey, Division of Taxation
Revaluation Contract Approval
For The
TOWNSHIP OF WEST ORANGE

The foregoing agreement is hereby approved this day of
, 2023, pursuant to P.L. 1971, Chapter 424.

_____
Director, Division of Taxation, State of NJ

DATE: _____

APPENDIX A

TOWNSHIP OF WEST ORANGE

PROPERTY CLASSIFICATION SUMMARY

PROPERTY CLASSIFICATION	NUMBER OF LINE ITEMS
VACANT LAND (Class 1)	286
RESIDENTIAL (Class 2)	13,349
FARM QUALIFIED (Class 3A)	0
FARM REGULAR (Class 3B)	0
COMMERCIAL (Class 4A)	441
INDUSTRIAL (Class 4B)	32
APARTMENTS/MULTIFAMILY (Class 4C)	51
EXEMPT PUBLIC SCHOOL (Class 15A)	19
EXEMPT OTHER SCHOOL (Class 15B)	10
EXEMPT PUBLIC PROPERTY Class 15C)	336
EXEMPT CHARITABLE (Class 15D)	80
EXEMPT CEMETERIES (Class 15E)	3
EXEMPT MISC. (Class 15F)	87

NOTE: THE PROPOSAL PRICE SHALL BE BASED UPON THE ABOVE LINE ITEM COUNT. ANY REQUIRED CHANGES TO THE LINE ITEM COUNT BY THE TAX ASSESSOR LISTED HEREIN SHALL NOT BE USED TO ADJUST SAID PROPOSAL AMOUNT.

APPENDIX B

LIST PROJECT MANAGER/SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT

APPENDIX C

BACKGROUND INVESTIGATION RELEASE

TOWNSHIP OF WEST ORANGE POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorizes the Township of West Orange or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

_____
NAME (PLEASE PRINT OR TYPE)

_____
DRIVER LICENSE NUMBER

_____ DATE _____
SIGNATURE

_____
WITNESS

APPENDIX D

TOWNSHIP OF WEST ORANGE
BREAKDOWN OF MAJOR TASKS OF REVALUATION PROJECT

BREAKDOWN OF PAYMENT SCHEDULES

	PROJECT TASK		TASK %	VALUE
1.	**PLANNING, ORGANIZATION and PERFORMANCE BOND POSTED**		10%	$
2.	**DATA COLLECTION (Using BRT's PRC Powerpad) (25% OF TOTAL)**			
	A.	RESIDENTIAL & VACANT LAND	15%	$
	B.	COMM/IND/APT. PROPERTIES	5%	$
	C.	EXEMPT PROPERTIES	4%	$
	D.	FARM PROPERTIES	1%	$
3.	**ANALYSIS and VALUATION (20% OF TOTAL)**			
	A.	RESIDENTIAL and VACANT LAND	10%	$
	B.	COMM/IND/APT. PROPERTIES	5%	$
	C.	EXEMPT PROPERTIES	4%	$
	D.	FARM PROPERTIES	1%	$
4.	**FIELD REVIEW (20% OF TOTAL)**			
	A.	RESIDENTIAL and VACANT LAND	10%	$
	B.	COMM/IND/APT	5%	$
	C.	EXEMPT PROPERTIES	4%	$
	D.	FARM PROPERTIES	1%	$
5.	**TAXPAYER HEARINGS**		10%	$
6.	**PROJECT FINALIZATION**		5%	$
			90%	$
7.	**RETAINAGE**		10%	$
	TOTAL		**100%**	**$**

3/9/23

APPENDIX E

SUMMARY SHEET

RESIDENTIAL QUALITY ASSURANCE WORKSHEET

BLOCK:_____ LOT:_____ QUAL:_____ VCS:_____

PROPERTY LOC:_____

FIELD REVIEWED:

EXTERIOR: SALES: _____ RANDOM SAMPLE: _____

INTERIOR: SALES: _____ RANDOM SAMPLE: _____

EMPIRICAL DATA REVIEWED

ELEMENTS	AS RECORDED BY INSP.	REVIEWER
1. BUILDING SKETCH		
2. STYLE and STORY HEIGHT		
3. BASEMENT / CRAWL / SLAB		
4. ROOM COUNT		
5. FINISHED BASEMENT.		
6. BATH COUNT		
7. HEAT TYPE		
8. CENTRAL A/C		
9. FIREPLACE(S)		
10. WD/PATIO/BI POOL		
12. LAND ARE CALCULATION		
TOTAL		

CONCLUSION

VCS: ACCEPTED _____

VCS: REJECTED TO BE REVIEWED _____

SUPERVISOR / REVIEWER _____ DATE _____

SIGNATURE

SUPPLEMENTAL ADDENDA

TOWNSHIP OF WEST ORANGE

1. All lot size, zoning designations, tax map page number are to be verified, corrected and encoded in the MOD-IV on-line tax record system.

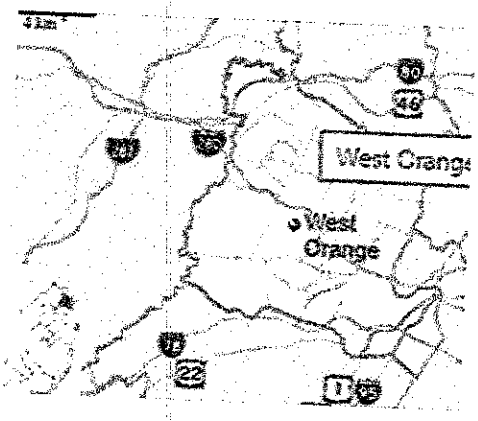
2. For all Class 1, 2, 4 and Class 15 properties in the computer assisted mass appraisal (CAMA) program on the CAMA 1 screen under comments, a general description of the property shall be entered (I.E. retail, mixed-use, office, warehouse, apartment (number & type of units), municipal building, school, church) along with the number of units and gross building area since these types of properties will be valued utilizing other systems.

All of aforementioned supplemental items are to be the direct responsibility of the Company and are to be <u>included</u> as a part of the contract price.

3/9/23

Exhibit “B”

PROPOSAL FOR THE REVALUATION
OF
THE TOWNSHIP OF WEST ORANGE



PROFESSIONAL PROPERTY APPRAISERS

2025 Revaluation
Township of West Orange
66 Main Street
West Orange, NJ 07052

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax

70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

April 11, 2023

Karen J. Carnevale, RMC
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: Request for Proposal-Revaluation Services

Dear Ms. Carnevale:

Professional Property Appraisers is pleased to present our bid for the above referenced RFP and would look forward to the possibility of working with the Township of West Orange. Professional Property Appraisers (PPA) understands the requirements of this RFP and our extensive experience is a testimony to our ability to successfully complete the contract.

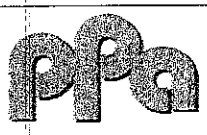
Professional Property Appraisers was incorporated in 1992 and has never had any litigation or request for extensions since our inception. Our firm's staff of 29 employees includes 11 Certified Tax Assessor and 3 Designated Appraisers. Our firm's focus is on quality rather than quantity and our field staff understands the significance of accurate data and necessary public relations with the property owners in the municipalities we work. Our firm understands the importance of the collaboration efforts with the assessor, governing body, and taxpayers for a successful outcome of this project.

Our extensive client list and excellent references are included within this proposal. Some of our recent clients with similar scope of services include Montclair, City of Orange Township, North Caldwell, Verona, Glen Ridge, Belleville, and Essex Fells in Essex County. We were awarded the revaluation contract for Roseland, Maplewood, and South Orange Village for Tax Year 2024.

Thomas Davis and Brian Schneider, the partners that founded Professional Property Appraisers, have combined experience of over 60 years in the assessing industry. Thomas and Brian also created BRT Technologies in 2008 which is the company that has the patented technology for electronic data collection known as Powerpad Software. The Powerpad is currently utilized throughout the State. This technology has raised the bar within the Assessing industry and although PPA was the pioneer, all active revaluation firms are now utilizing the Software as well. In November, 2018 the AMANJ acknowledged this accomplishment by awarding Thomas Davis as the first recipient of the Timothy J Mead Technology Award.

Further Information about our firm is contained within this bid. Please see *Schedule of Line Items* from the RFP on the subsequent pages which details the pricing of the requested services.

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

The price to perform the revaluation in the Township of West Orange is One Million, One Hundred Seventy-Two Thousand, Eight Hundred Fifty-Five ($1,172,855) Dollars.

This proposal amount is firm for sixty days.

If you have any questions, please contact our office.

Sincerely,

Brian Schneider, SLREA, CTA
President

Thomas C. Davis, SRA, SCGREA, CTA
Executive Vice-President

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- Executive Summary
  - Organizational Chart
  - Licenses and Certifications List
  - Employee Education List
  - Resumes and Employee Statements

SECTION 2: *Required Forms*
- Acknowledgement of Submission of Required Documents (Appendix A)
  - Letter of Qualifications
  - Letter of Intent
  - Exhibits 1-13 along with
    - Certificates of Insurance
    - State of New Jersey Business Registration Certificate
    - Certificate of Employee Information Report
    - Bid Bond and Consent to Surety

SECTION 3: *Qualifications*
- References (3)
- History, Business Organization, Principals
- Client Lists
- Letters of Recommendation

SECTION 4: *Scope of Services*
- Schedule of Line Item Fees
- Property Classification Schedule-Appendix A
- List of Manager/Supervisor (s)-Appendix B
- Background Check Release Consent-Appendix C
- Breakdown of Major Task for Revaluation Project-Appendix D
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- Township of West Orange Revaluation Agreement

SECTION 5: *Supportive Material Samples*
- Progress Report & Payment Schedule
- Work Plan Time Schedule
- Municipal Website Information
- Q & A Brochure
- Value Notice Sample
- Impact Letter Sample
- Initial Contact Letter Sample
- Website Information
- Residential Property Record Card
- Residential Calculation Sheet

SECTION 5 continued:

BRT screen samples
Digital Photo
Commercial Property Record Card
Marshall Swift Summary Report
Marshall Swift Detailed Report
Commercial Sales Sheet
Commercial Listing Sheet
Commercial Sales Ratio Report
Income & Expense Analysis

PROFESSIONAL PROPERTY APPRAISERS, INC.

BACKGROUND

PPA's BACKGROUND

Professional Property Appraisers, Inc. was founded in 1992 as a corporation located in New Jersey. PPA has no subsidiary companies.

Brian Schneider is the President of PPA and Thomas Davis is Executive Vice-President.

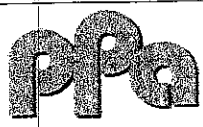
PPA staff includes 13 full-time residential and commercial field inspectors and 6 seasonal/part-time field inspectors. All field inspectors are paid on an hourly basis or salary, none are paid per parcel. There are 8 office staff members to field phone calls and take photographs.

PPA has eleven (11) Certified Tax Assessors on staff. Our organizational structure includes managers, supervisors, senior field representatives and field representatives of which there are residential and commercial staff.

Revaluations currently scheduled for completion in 2023: Township of Maplewood, South Orange Village Township and Roseland Borough; all of which are in Essex County.

Supporting documentation can be found on the following pages, including resumes and statements of all field staff.

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

EXECUTIVE SUMMARY

WHY HIRE PROFESSIONAL PROPERTY APPRAISERS?

- Over 29 years of service providing mass appraisal/tax assessing expertise
- No litigation in past performance since our inception in 1992
- Extension never requested due to inability to complete project in timely manner
- Funds never held due to unfulfilled contract obligations
- New Jersey State Certified and Licensed Appraisers and Certified Tax Assessors on staff
- Team comprised of well-trained, well-compensated, full time inspectors and staff
- Full-time staff invested in projects and compensated with company Profit Sharing, 401k Plan, and Full Health Benefits
- Management conducts multiple quality checks on data collection
- Never laid off an employee due to lack of work, funds, or due to seasonal time of year
- Field personnel undergo extensive background check administered by MorphoTrak
- Uniformed staff (polo shirt with PPA logo, slacks, dress shoes) for professional appearance
- Central office staff of 5 individuals for efficient communication with Taxpayers
- Qualified expert witness testimony before the County Tax Boards and NJ Tax Court
- Competent in utilizing BRT, Vital and Micro Systems CAMA Systems in the State
- Developed the patented, Powerpad Software with BRT Technologies which integrates with both CAMA Systems
- Utilize the latest tablet computers for data collection and cloud computing rather than antiquated paper property record cards
- Experts in Public Relations, Public Meetings, are Available Public Speakers
- Qualified field staff will meet with Taxpayers upon receipt of Value Notices
- Professional-quality digital photos taken of each property
- Licensed Marshal and Swift Valuation Software vendor
- Use of MLS Data, integration of data to Property Record Cards
- Valuation Experts in Industrial, Retail, Apartment, Residential Properties

Professional Property Appraisers, Inc. Organizational Chart

Brian Schneider
President
- Residential Appraiser
- Certified NJ Tax Assessor

Thomas Davis
Executive Vice President
- Residential Appraiser
- Commercial Appraiser
- Certified NJ Tax Assessor

James Duda
Chief Operations Officer
- Certified NJ Tax Assessor

Commercial Representatives

Salvatore Arena-Commercial Staff Appraiser
- Certified NJ Tax Assessor

Michael Brogan-Commercial Staff Appraiser
- Certified NJ Tax Assessor

Omar Telez-Inspector
- Certified NJ Tax Assessor

Carey Rowe-Commercial Appraiser Consultant
- Certified NJ Tax Assessor
- Residential Appraiser
- Commercial Appraiser

Residential Managers

Rich Buscemi
Executive Project Manager
- Certified NJ Tax Assessor

Patrick Dymond
Senior Project Manager
- Certified NJ Tax Assessor

Sean O'Sullivan
Project Manager

Office Staff

Lisa Gatti
- Manager

Karen Davis
- Review Officer, Certified NJ Tax Assessor

Lisa Fleming
- Sr. Admin. Asst.

Sara Vathis-Rey
- Admin. Asst.

Remi Robertson
- Admin Asst.

Lauren Simmons
- Photographer

Dawn Mutchler
- Photographer

Todd Weidener
- IT Consultant

Residential Field Inspectors

Arcadio Martinez → Garret Martin → Ron Breining → Matthew Buscemi → Jon Skvir → Christopher Wolf

Jonathan Unangst → Denzel Smith → Jarett Baker → Matthew DiOrio → Kyle Burrows → Asher Levine

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Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

PROFESSIONAL PROPERTY APPRAISERS
LICENSES/CERTIFICATIONS

EMPLOYEE NAME	POSITION	LICENSES
ARENA, SALVATORE	Senior Commercial Inspector	NJ Certified Tax Assessor
		Assessor-Magnolia, Somerdale
BREINING, RONALD	Residential Inspector	NJ Certified Tax Assessor
		Deputy Assessor-Barrington
BROGAN, MICHAEL	Commercial Inspector	NJ Certified Tax Assessor
BUSCEMI, RICHARD	Executive Project Manager	NJ Certified Tax Assessor
		Assessor-Barrington, Waterford, Pleasantville, Springfield
DAVIS, KAREN	Review Officer	NJ Certified Tax Assessor
		Assessor-Delran
DUDA, JAMES	Chief Financial Officer	NJ Certified Tax Assessor
		Assessor-Riverton, Edgewater Park, Brooklawn
DYMOND, PATRICK	Senior Project Manager	NJ Certified Tax Assessor / Deputy Assessor
		Assessor-Stratford, Lawnside, Hopewell, Greenwich, Sratford
DAVIS, THOMAS	Executive Vice President	NJ Certified Tax Assessor
		Senior Residential Appraiser
		State Certified General Real Estate Appraiser
		Assessor-Delran, New Hanover
O'SULLIVAN, SEAN	Project Manager	NJ Certified Tax Assessor
ROWE, CAREY	Commercial Appraisal Consultant	NJ Certified Tax Assessor
		State Certified General Real Estate Appraiser
SCHNEIDER, BRIAN	President	NJ Certified Tax Assessor
		State Licensed Real Estate Appraiser
		Assessor-Mt Ephraim, Barrington, Runnemede, Stratford

PROFESSIONAL PROPERTY APPRAISERS

FIELD REPRESENTATIVE EDUCATION

2023

EMPLOYEE NAME	TITLE	ADDRESS	EDUCATION
ARENA, SALVATORE	Senior Commercial Inspector	92 ASBURY RD., EGG HARBOR TOWNSHIP, NJ 08234	**RESUME ATTACHED**
BAKER, JARETT	Residential Inspector	52 OHIO AVE., BLACKWOOD, NJ 08012	STOCKTON UNIVERSITY, GALLOWAY, NJ
BREINING, RONALD	Residential Inspector	300 CLEMENTS BRIDGE RD., BARRINGTON, NJ 08007	ROWAN UNIVERSITY, GLASSBORO, NJ
BROGAN, MICHAEL	Commercial Inspector	18 MILLSTONE DR., SEWELL, NJ 08080	**RESUME ATTACHED**
BURROWS, KYLE	Residential Inspector	575 SHALERS BLVD, APT. B, RIDGEFIELD, NJ 07657	BEDFORD ACADEMY HIGH SCHOOL, BROOKLYN, NY
BUSCEMI, MATTHEW	Residential Inspector	304 BROOKLINE AVE. CHERRY HILL, NJ 08002	HADDON TOWNSHIP HIGH SCHOOL, HADDON TWP, NJ
BUSCEMI, RICHARD	Executive Project Manager	145 EDISON AVE., CHERRY HILL, NJ 08002	**RESUME ATTACHED**
DAVIS, KAREN	Review Officer	1003 OAK AVE., DELRAN, NJ 08075	**RESUME ATTACHED**
DI ORIO, MATTHEW	Residential Inspector	14 TRINITY PLACE, BARRINGTON, NJ 08007	HADDON HEIGHTS HIGH SCHOOL, HADDON HEIGHTS, NJ
DUDA, JAMES	Chief Operations Officer	1018 OAK AVE., DELRAN, NJ 08075	**RESUME ATTACHED**
DYMOND, PATRICK	Senior Project Manager	102 DAYTON AVE., COLLINGSWOOD, NJ 08108	**RESUME ATTACHED**
LEVINE, ASHER	Residential Inspector	128 SOUTH CENTRE ST., SOUTH ORANGE, NJ 07079	COLUMBIA HIGH SCHOOL, MAPLEWOOD, NJ
MARTIN, GARRET	Residential Inspector	72 PONDVIEW LN. SICKLERVILLE, NJ 08081	CHEROKEE HIGH SCHOOL, MARLTON, NJ
MARTINEZ, ARCADIO	Residential Inspector	80 2ND AVE., APT302, NEWARK, NJ 07104	PATERSON ADULT LEARNING and CONTINUING ED, PATERSON, NJ
O'SULLIVAN, SEAN	Project Manager	116 YORKTOWN DR., MT. LAUREL, NJ 08054	**RESUME ATTACHED**
ROWE, CAREY	Commercial Appraisal Consult.	217 WOODBERRY DRIVE, TOMS RIVER, NJ 08753	**RESUME ATTACHED**
SKVIR, JONATHAN	Residential Inspector	19 HOLYOKE DR., DELRAN, NJ 08075	YORK COLLEGE, YORK, PA
			WILLIAM PATERSON, WAYNE, NJ
SMITH, DENZEL	Residential Inspector	302 FRECH AVE., DELRAN, NJ 08075	KING'S COLLEGE, WILKE BARRE, NJ
			SAINT PETER'S UNIVERSITY, JERSEY CITY NJ
TELLEZ, OMAR	Commercial Inspector	9 HALSEY RD., KENDALL PARK, NJ 08824	NICARAGUA/DEGREE IN PHILOSOPHY
WOLF, CHRISTOPHER	Residential Inspector	111 PINE VALLEY RD., DELRAN NJ 08075	ROWAN UNIVERSITY, GLASSBORO, NJ
			WILLIAM PATERSON, WAYNE, NJ
DAVIS, THOMAS	Vice President	1003 OAK AVE., DELRAN, NJ 08075	**RESUME ATTACHED**
SCHNEIDER, BRIAN	President	295 SUNSET ROAD, BARRINGTON, NJ 08007	**RESUME ATTACHED**

295 Sunset Rd.
Barrington, NJ 08007

Phone: 609-280-0940
Fax: 856-764-6500
E-mail:
ppabrians@comcast.net

Brian Schneider, CTA, SLREA

Objective

To secure a Tax Assessor position which will allow me to apply and develop my skills in the assessing industry

Professional Designations

Certified Tax Assessor in the State of New Jersey

Licensed Real Estate Appraiser in the State of New Jersey

Education

Property Tax Administration (Rutgers)

Uniform Standard of Professional Appraisal Practice (Appraisal Institute)

Principals of Residential Real Estate Appraising (Appraisal Institute)

Annual continuing education classes and seminars

Skills

Ability to work well with the public with over two decades of experience in the assessing industry

Proficient in the administrative duties of the Assessor's office

Knowledgeable in reassessing municipalities as the Tax Assessor

Independent appraiser of diverse real estate properties

Work experience

(1998 – Present) Professional Property Appraisers, Delran, NJ

President, Chief Financial Officer

Valuation of all properties within a municipality during a revaluation

Responsible for all personnel of the Firm

Work directly with Tax Assessor to establish values of added assessments

Prepare appraisal reports for tax appeal purposes

Provide expert testimony for tax board appeals on behalf of clients

(2008 – Present) BRT Technologies

President, Operations Manager

Provide ModIV and CAMA software to Counties & Municipalities

Work experience

(2006 – Present) Borough of Runnemede, Camden Co.

Tax Assessor

(2012 – 9/30/2021) Borough of Stratford, Camden Co.

Tax Assessor

Work experience

(2013 - Present) Borough of Mt. Ephraim, Camden Co.

Tax Assessor

(2013 – 9/30/2021) Borough of Barrington, Camden Co.

Tax Assessor

(2008 – 4/1/2013) Township of Logan, Gloucester Co.

Tax Assessor

(2003 – 4/1/2013) Township of Greenwich, Gloucester Co.

Tax Assessor

(2004 – 4/1/2012) Borough of Woodbury Hts, Gloucester Co.

Tax Assessor

(2002 – 2005) Borough of Hightstown, Mercer Co.

Tax Assessor

(1990 – 1998) Vital Computer Resources, Inc.

Residential/Commercial Appraiser & Project Supervisor

Measurement, collection, and analysis of data utilized to establish property values for revaluations of municipalities for assessment purposes

Research and development of cap rates from rental information obtained for commercial property valuation

Supervise all personnel on a given project conducting a municipal reassessment or revaluation

Appear as an expert witness before County Tax Board

Presentations

2022 – AMANJ- Seminar on Revaluations

2011 – NJACTB, Cape May – Seminar on Revaluations

2012 – Camden County Bar Assoc. – Seminar on Tax Appeals

2012 – Burlington Co. Assessors' Assoc. – Seminar on Revaluation

2011 – NJACTB, Cape May – Seminar on Land valuation

References

Furnished upon request

THOMAS C. DAVIS, SRA, SCGREA, CTA
1013 OAK AVENUE
DELRAN, NEW JERSEY 08075
(856) 764-6500

WORK EXPERIENCE

Professional Property Appraisers Inc.

Appraiser and Consultant - engaged in the valuation of various types of properties including vacant land, residential, commercial and industrial properties for over twenty years. Assist various municipalities with the annual measuring and calculation of added assessments, in defending assessments at the county and state levels, and with the implementation of reassessment and revaluation programs. Preparation of reports in connection with State Tax Court Appeals, market value analysis, divorce proceedings, employee relocation, estate settlement, and easement valuation.

Tax Assessor Delran And New Hanover Townships

Tax Assessor - responsible for performing all of the required duties inherent with the assessor's office including maintaining property record cards and tax maps, calculating added assessments, ensuring farmland compliance, preparing for the defense of county appeals, interfacing with the tax collector, construction code official and zoning officer.

PRIOR WORK EXPERIENCE

Vital Appraisal Systems

Operations Manager - directly responsible for the supervision of all personnel assigned to the computerized revaluation of various municipalities throughout New Jersey. Develop land values and finalization of values for all classes of properties. Appeared as an expert witness before the County Board of Taxation.

PROFESSIONAL DESIGNATION

Appraisal Institute Senior Residential Appraiser SRA
Certified Tax Assessor for the State of New Jersey
State Certified General Real Estate Appraiser in New Jersey

EDUCATION

United States Merchant Marine Academy
Degree: Bachelor of Science with honors

Programs of Continuing Education and Courses Attended

Standards of Professional Practice, Part A & B
Advanced Income Capitalization - 510
Capitalization Theory and Techniques, Part A
An Introduction to Appraising Real Property - 101
Applied Residential Property Valuation - 102
Current Issues in Eminent Domain Appraising
The New Uniform Residential Appraisal Report
Appraising Hotel and Motel Properties
Cash Equivalency
Tax Court Appraisals and Case Management
New Regulations for Highway Access and Highway Codes
Eminent Domain and Condemnation
The Internet and Appraising

ADDITIONAL INFORMATION

The Appraisal Institute conducts a program of continuing education for its members. Designated members, who meet the eligibility requirements of this program are awarded periodic education certification. Thomas C. Davis is currently certified under this program.

James A. Duda II

1018 Oak Avenue ♦ Delran, NJ 08075 ♦ 609.668.4943
Dudj23@comcast.net

QUALIFICATIONS

- New Jersey Certified Tax Assessor

EDUCATION

Embry Riddle Aeronautical University: Daytona Beach, FL
Bachelor of Science, Aeronautical Science with a Minor in Meteorology

PROFESSIONAL EXPERIENCE

Edgewater Park Township July 2010 – Present
Tax Assessor

Borough of Riverton July 2012 – Present
Tax Assessor

Borough of Brooklawn July 2014 – Present
Tax Assessor

Professional Property Appraisers January 2008 – Present
Chief Operations Officer

- Managed staff in the accurate collection of data for all properties for the purposes of Revaluations, Reassessments throughout the State of New Jersey.
- Analyzed and defined values for all properties in County ordered Revaluations.
- Provided defense and evidence on behalf of Municipalities and the firm against County Tax Appeals.
- Development of Appeal Software and Market Analytics for Assessors and other Government Officials to enhance data and market analysis.
- Responsible for training new employees and tracking current employee progression.

LOJIK January 2019 – Present
CEO

- Developed the Evaluator tool for Assessors for the purpose of aiding residential valuation
- Developed the CME tool for Brokers, Agents and Appraisers to ensure better listing accuracy

Professional Property Appraisers January 2006 – January 2008
Field Inspector

- Responsible for the collection of interior and exterior data of all residential class properties in various Municipalities for the purposes of Revaluations, Reassessments.
- Responsible for participating with the Assessor's office in conducting farmland assessment investigations and inspections for the purposes of Revaluations, Reassessments.
- Responsible for the collection of interior and exterior data of all commercial class properties in various Municipalities for the purposes of Revaluations, Reassessments.
- Participating in the analysis of value using the three recommended approach to valuation as described in the New Jersey State Appraisal Manual.

- Participated in Informal Reviews with Taxpayers to defend new assessments and go over Taxpayer's concerns and challenges

SKILLS

- Extensive Managerial and Supervisory Experience
- Advanced knowledge with the Vital MOD-IV and CAMA systems
- Expert knowledge with the Microsystems MOD-IV and CAMA systems
- Expert knowledge with BRT Technologies PowerPad and PowerComp
- Expert knowledge of Microsoft Office

SCOPE OF WORK (Counties)

- Bergen, Morris, Union, Mercer, Burlington, Camden, Somerset, Hunterdon, Monmouth, Essex, Atlantic, Sussex, Hudson, Middlesex, Gloucester, Cumberland, Passaic, Salem

KAREN DAVIS, CTA
1003 OAK AVENUE
DELRAN, NEW JERSEY 08075

Karen Davis has been in the tax assessing field since 1995. Ms. Davis holds a valid State of New Jersey Assessor Certificate.

WORK EXPERIENCE

Township of Delran

Tax Assessor - responsible for performing all of the required duties inherent with the assessor's office including maintaining property record cards and tax maps, calculating added assessments, ensuring farmland compliance, preparing for the defense of county appeals, interfacing with the tax collector, construction code official and zoning officer.

Professional Property Appraisers Inc.

Field Inspector - Assist the tax assessor's department in various municipalities throughout New Jersey in determining added assessments. Responsibilities include inspection of both existing structures and new construction to verify, measure and sketch work which has been performed and to encode this information into a computer to calculate the dollar amount to be assessed to the individual property.

PROFESSIONAL DESIGNATION

Certified Tax Assessor for the State of New Jersey
New Jersey State Licensed Real Estate Sales Person
Certified Notary for the State of New Jersey

ELECTED POSITION

Delran School Board Member

EDUCATION

Burlington County College

Richard L. Buscemi, CTA

145 Edison Avenue, Cherry Hill, New Jersey 08002 | 856-296-2286 | Rbuscemi29@gmail.com

Qualifications

New Jersey Certified Tax Assessor

Vice President of the Camden County Assessors Association

Member of the Burlington County Assessors Association

Member of the Atlantic County Assessors Association

Member of the Association of Municipal Assessors of New Jersey

Abilities

- Excels in a fast paced environment
- Experienced in time management
- Excellent attention to detail and organizational skills
- Highly motivated and positive thinker
- Driven to excel and surpass expectations
- Well versed in BRT, Vital and Microsystems (CAMA programs)

Employment

City of Pleasantville (January 21, 2021-Present)

Tax Assessor

- Assist tax payers with questions and concerns
- Maintaining all property records
- Processing Deeds
- Review of all tax deduction and exemption programs
- Inspecting, Measuring and Listing properties
- Collecting Permit information and entry into the database
- Expert witness at County Tax Board

Springfield Township (August 1, 2020-Present)

Tax Assessor

- Assist tax payers with questions and concerns
- Maintaining all property records
- Processing Deeds
- Review of all tax deduction and exemption programs
- Inspecting, Measuring and Listing properties
- Collecting Permit information and entry into the database
- Review of farmland applications and inspecting all farmland
- Expert witness at County Tax Board

Waterford Township (May 6, 2019-Present)

Tax Assessor

- Assist tax payers with questions and concerns
- Maintaining all property records
- Processing Deeds
- Review of all tax deduction and exemption programs
- Inspecting, Measuring and Listing properties
- Collecting Permit information and entry into the database
- Review of farmland applications and inspecting all farmland
- Expert witness at County Tax Board

Professional Property Appraisers (2008-Present)

Project Manager, January 2010 to Present

- Project supervisor for revaluation projects in Pleasantville City, Springfield Township, Eastampton Township, Waterford Township, Montclair Township, Belleville Township, Lindenwold Borough and Lawnside Borough
- Determine fair market values
- Delegate work assignments to residential and commercial representatives
- Monitor progress to ensure work is completed in a timely manner, within budget
- Quality check field representatives to ensure accuracy
- Testified as an expert witness at the county tax board
- Well versed in electronic tax appeal system, Vital MOD-IV, Micro Systems MOD-IV and SR-1A components
- Assist in hiring and termination of employees

Residential Field Representative, October 2008 to January 2010

- Inspecting, listing and measuring properties
- Assist residents in informal hearings before county tax appeals

- Assist in final value estimates and review of values
- Added assessment data collection while determining the value
- Lot sizing and neighborhood identification

Barrington Borough (2016-Present)

Deputy Tax Assessor

- Assist tax payers with questions and concerns
- Maintaining all property records
- Processing Deeds
- Inspecting, Measuring and Listing properties
- Collecting Permit information and entry into the database
- Expert witness at County Tax Board

Revaluation Experience

- Pleasantville City
- Atlantic City
- Eastampton Township
- Waterford Township
- Hamilton Township, Mercer County
- Hamilton Township, Atlantic County
- Galloway Township
- Mount Laurel Township
- Cherry Hill Township
- Lawrence Township
- Haddon Township
- Gloucester Township
- Plainsboro Township
- Springfield Township
- Robbinsville Township
- Pine Hill Borough

Education

2004 Haddon Township High School — Haddon Township, New Jersey

-High School Diploma

References

Upon request

Carey J. Rowe
CTA, SCGREA
Professional Property Appraisers
Careyjrowe@verizon.net

Licenses & Certifications

State Certification as a Tax Assessor	***CTA***	1987
State Licensed Real Estate Appraiser	***SLREA***	1992
State Certified Residential Real Estate Appraiser	***SCRREA***	1994
State Certified General Real Estate Appraiser	***SCGREA***	1996

Professional History

4/06 – Present	Commercial Appraisal Consultant & Project Manager *Professional Property Appraisers – Delran NJ*
4/00 – 7/13	Tax Assessor for Borough of Seaside Heights
2/09 – 7/13	Tax Assessor for Borough of Bay Head
7/05 – 3/06	Project Manager for Revaluations & Reassessments and Commercial Valuation Expert & Consultant *Cole-Layer-Trumble – Dayton, Ohio*
7/02 – 7/05	Project Manager for Revaluations & Reassessments and Commercial Valuation Expert and Consultant *Vital Computer Resources – Trenton, New Jersey*
7/98 –4/06	Tax Assessor for Borough of Point Pleasant Beach
7/98 – 7/02	Tax Assessor for Borough of Point Pleasant
9/87 – 12/98	Project Supervisor & Consultant *Vital Computer Resources – Trenton, New Jersey* Supervisor of revaluations and reassessments. Consultant to municipal tax assessors. Appraiser and expert witness in appeal defense.
7/84 – 9/87	Field Inspector & Assistant Project Supervisor *Cole-Layer-Trumble, Inc. – Albany, New York* Residential and commercial property inspector for revaluations and reassessments.

Carey J. Rowe
CTA, SCGREA
Professional Property Appraisers
Careyjrowe@verizon.net

Assistant to the Project SupervisorQualified as an expert witness before the County Tax Boards of Ocean County, Monmouth County, Mercer County and Atlantic County.

Qualified as an expert witness before the N. J. State Tax Court.

As Project Manager for Vital Computer Resources, conducted revaluations and reassessments of:

Borough of Seaside Heights (Ocean County)	1986
Borough of Lakehurst (Ocean County)	1987
Borough of Beachwood (Ocean County)	1987
Borough of Point Pleasant (Ocean County)	1988
Borough of Point Pleasant Beach (Ocean County)	1988
Berkeley Township (Ocean County)	1989-1990
Borough of Freehold (Monmouth County)	1989 (reval)
Borough of Freehold (Monmouth County)	1991 (reasmt)
Borough of Bay Head (Ocean County)	1991
Ewing Township (Mercer County)	1992
Lawrence Township (Mercer County)	1993
Borough of Seaside Heights (Ocean County)	1994
Borough of Lakehurst (Ocean County)	1994
Borough of Beachwood (Ocean County)	1995
Hammonton Township (Atlantic County)	1996
Hamilton Township (Mercer County)	1997-1998
Borough of Allentown (Monmouth County)	1998
Montgomery Township (Somerset County)	1998
Borough of South Belmar (Monmouth County)	1998
Borough of Bay Head (Ocean County)	2002
Borough of Sea Girt (Monmouth County)	2004
Borough of Lakehurst (Ocean County)	2005
City of Egg Harbor (Atlantic County)	2005

Carey J. Rowe
CTA, SCGREA
Professional Property Appraisers
Careyjrowe@verizon.net

As a consultant on other Vital Computer Resources projects:

Lakewood Township (1984-85), Manchester Township (1986), Brick Township (1991), Lacey Township 1990), Manchester Township (1996), Island Heights Borough (1996), Stafford Township (1996), Hightstown Borough (1998), Marlboro Township (1987 & 1990), Monroe Township (1987), Egg Harbor Township (1995), Galloway Township (1995), Upper Freehold Township (1996), Ocean Township (2004), Beach Haven Borough (2003), Lavallette Borough (2003) and Long Beach Township (2004).

As the commercial valuation expert on Vital Computer Resouces projects:

Ocean City	2002
Cape May City	2003
Sea Isle City	2003
Avalon Borough	2003
Stafford Township	2004

Patrick C. Dymond

Certified Tax Assessor

102 Dayton Avenue, Collingswood, NJ 08108
609-558-3771
Dymondp85@gmail.com

CERTIFICATION

Certified Tax Assessor, State of New Jersey, 2017

PROFESSIONAL EXPERIENCE

Borough of Stratford — **Stratford, Nj**
Tax Assessor — **2021-Present**

- Conduct regular inspections and review of property for added and omitted assessments
- Examine deeds, maps and building plans to obtain necessary data
- Complete detailed appraisals for defense of values at County Tax Appeals
- Provide appropriate information to property owners relating to assessments
- Communicate with other departments with any pertinent information

Borough of Lawnside — **Lawnside, NJ**
Tax Assessor — **2022-Present**

- Conduct regular inspections and review of property for added and omitted assessments
- Examine deeds, maps and building plans to obtain necessary data
- Provide appropriate information to property owners relating to assessments
- Communicate with other departments with any pertinent information
- Set up of subdivisions for new redevelopments

Hopewell Township — **Hopewell, NJ**
Deputy Tax Assessor — **2020-2021**

- Conduct regular inspections and review of property for added and omitted assessments
- Assist Assessor with farmland assessment
- Provide appropriate information to property owners relating to assessments

Greenwich Township — **Greenwich, NJ**
Deputy Tax Assessor — **2020-2021**

- Conduct regular inspections and review of property for added and omitted assessments
- Assist Assessor with farmland assessment
- Provide appropriate information to property owners relating to assessments

Borough of Stratford — **Stratford, NJ**
Deputy Tax Assessor — **2019-2021**

- Conduct regular inspections and review of property for added and omitted assessments
- Examine deeds, maps and building plans to obtain necessary data
- Assist Assessor with detailed appraisals for defense of values at County Tax Appeals
- Provide appropriate information to property owners relating to assessments

Professional Property Appraisers — **Cinnaminson, NJ**
Property Valuation Analyst, Project Manager — **2009 - Present**

- Independently manage a workflow of 100+ properties in the appraisal process
- Lead public meetings to explain and answer questions about valuation process
- Engage customers in the field to efficiently schedule appointments to meet weekly quotas

- Provide customer service to inform and educate on the property appraisal process
- Perform analysis on the current state of various properties for valuation purposes
- Sell the value and importance of an accurate assessment to homeowners
- Utilize proprietary software to control and record property specific analysis
- Analyzed property data to determine appraisal values
- Work in conjunction with the valuation team to report and present results
- Compile detailed appraisals for defense of values at County Tax Appeals

Tyler Technologies, CLT Division — **Pennsauken, NJ**
Valuation Data Analyst — **2008 – 2009**

- Manage daily interaction with customers in the field
- Act as a representative of various townships during tax assessments
- Assess the current state of various properties for valuation purposes
- Follow up with unavailable contacts
- Sell to homeowners the value of an accurate assessment
- Independently manage the scheduling of properties to be assessed
- Worked to determine property value in conjunction with the valuation team

EDUCATION

La Salle University — **Philadelphia, PA**
- B.A. in History, Concentration American History — **May 2008**
- Minor in Education

Arcadia University — **Florence, Italy**
- Summer Semester Abroad — **Summer 2007**

ACTIVITIES & SKILLS

- Proficient in Microsoft Office: Excel, Word, and PowerPoint
- Proficient in PowerCama, Vital and Micro Systems
- Engaged in community service for various organizations
  - Licensed U.S. Youth Soccer Referee
  - Youth Soccer and Lacrosse; Coach

References available upon request

Salvatore V. Arena

92 Asbury Road ♦ Egg Harbor Township, NJ 08234 ♦ 609.891.7673
arenasv82@gmail.com

QUALIFICATIONS

- New Jersey Certified Tax Assessor

EDUCATION

Richard Stockton University
Bachelor of Arts, Criminal Justice

Georgian Court University
Teacher Certificate with Mathematics qualification

PROFESSIONAL EXPERIENCE

Borough of Magnolia
Tax Assessor January 2017 – Present

Borough of Somerdale
Tax Assessor January 2017 – Present

Martin Appraisal Associates, Inc
Commercial Associate March 2016 – Present

- Responsible for the collection of data necessary for the valuation of commercial real estate.
- Assistance with the valuation of commercial real estate.

Professional Property Appraisers
Project Supervisor/Manager July 2016 – Present

- Manage staff in the accurate collection of data for commercial properties for the purposes of Revaluations and Reassessments throughout the State of New Jersey.
- Analyze data and define values for commercial properties in County ordered Revaluations utilizing the 3 approaches to value.
- Provided evidence and defense on behalf of Municipalities and the firm against County Tax Appeals.
- Responsible for training new employees and tracking employee progression.
- Extensive, organized, and detailed record keeping of all data.
- Testify as an expert witness at County Tax Boards.

Professional Property Appraisers
Commercial Field Inspector April 2013 – Present
Residential Field Inspector June 2011 – April 2013

- Responsible for the collection of interior and exterior data of all residential and commercial class properties in various Municipalities for the purposes of Revaluations and Reassessments.
- Participating in the analysis of value using the three recommended approaches to valuation as described in the New Jersey State Appraisal Manual.

- Participated in Informal Reviews with Taxpayers to defend new assessments and go over Taxpayer's concerns

SKILLS

- Managerial and Supervisory Experience
- Knowledge of the Vital, Microsystems, and BRT MOD-IV and CAMA systems
- Knowledge of the Marshall & Swift Estimator program
- Knowledge of BRT Technologies PowerPad
- Knowledge of Microsoft Office

MICHAEL P. BROGAN

18 Millstone Drove, Sewell, New Jersey 08080 * Cell: (609) 220-1146 * mbrogan@comcast.net

PROFESSIONAL AFFILIATIONS/LICENSES

- New Jersey Certified Tax Assessor
- Appraisal Institute, Southern New Jersey Chapter, SRA designation

EXPERIENCE

Professional Property Appraisers, Inc. **2016-Present**

Commercial Appraiser

- Responsible for the collection of data necessary for the valuation of commercial real estate
- Assistance with the valuation of commercial real estate using the three recommended approaches to valuation
- Participated in Informal Reviews with Taxpayers to explain new assessments
- Prepare and assist with County Tax Board hearings during the appeal process

Investment Properties, Cape May, New Jersey **2000-2017**

Owner, Operator

- Successfully managed a number of rental properties as an owner-operator
- In addition acted as general contractor on a number of projects. Projects ranged from an extensive renovation to new construction in Cape May, Avalon, and Haddonfield

Robert M. Sapio, MAI, Voorhees, New Jersey **1985-2016**

Real Estate Appraiser

- Experienced in the appraisal of all types of residential properties, including 1-4 family residents, condominiums; commercial properties including warehouse, distribution and manufacturing facilities and vacant land valuation for the above uses and property types.
- Experience includes the valuation of various real property interests, including Fee Sample, Condominium Fee, Leased Fee and Leasehold Interest.
- Real Property appraisals have been prepared for the purpose of estimating Market Value, Going-Concern Value for mortgage financing, the sale of real estate assets, investment decision making, condemnation and ad-valorem taxation.

EDUCATION

Jacksonville University, College of Business, Jacksonville, Florida

Bachelor of Science, Accounting Major

Ronald Breining III

28 South Oak Avenue
Mt. Ephraim, NJ 08059
(609) 206-8336
rjbreining@gmail.com

PROFESSIONAL SUMMARY

Determined and thorough worker looking to expand knowledge and develop skills in NJ state tax assessment. Experience working as an individual, on a team and in an open office environment. Inquisitive and detailed with prime leadership, communication, and problem solving skills.

EXPERIENCE

Professional Property Appraisers, Cinnaminson, NJ - *Field Inspector*
JUNE 2019 - PRESENT

- Quickly learned and became proficient in company's Powercama system to efficiently store and review data.
- Perform inspections or residential and town-owned properties.
- Document type, construction and measurements of each piece of property and collect necessary field evidence to support conclusions
- Write detailed reports outlining results of interior and exterior inspections

Borough of Barrington, Barrington, NJ - *Deputy Tax Assessor*
SEPTEMBER 2021 - PRESENT

- Assist the tax assessor in maintaining assessments for all residential and commercial properties
- Perform inspections and determine assessments on newly constructed or improved properties
- Review applications for tax deductions including those for disability, senior citizens, and veterans

EDUCATION

Rowan University, Glassboro, NJ - *Bachelor of Arts: Mathematics*
SEPTEMBER 2016 - DECEMBER 2019
Majored in Mathematics with a focus on Statistics and Analytics
3.0 GPA

SKILLS

- Passed exam to acquire New Jersey Tax Assessor Certification
- Advanced in all Microsoft applications
- Analytical, critical thinker with problem solving skills
- Quality communication skills in small and large team environments
- Diligent, ambitious work-ethic

Sean M. O'Sullivan

Certified Tax Assessor

116 Yorktown Dr Mount Laurel NJ 08054
(609)320-8764 • ppaseano@gmail.com

Certification

Certified Tax Assessor

Key Qualifications

- Strong interpersonal communication skills with a proven ability to interact effectively with individuals having diverse needs personalities and backgrounds.
- Detailed-oriented, well organized and thorough in approach to responsibilities.

Work Experience

Professional Property Appraisers October 2014 - Present
Senior Project Supervisor

- Involved in all aspects of the revaluation process from preparation of job through to the completion of informal reviews.
- Direct and oversee field staff assuring quality and completion of work. Perform field inspections collecting and verifying data and providing information to homeowners pertinent to revaluation process.
- Involved in establishing new values for residential properties.
- Perform one on one informal reviews with homeowners concerning values.
- Prepare and defend revaluation values at the county level appeals.

NJ Licensed Real Estate Associate February 2016 - Present
All-Ways Agency

- Effectively market residential properties within Burlington and Camden Counties.
- Demonstrate excellent negotiation skills throughout sales process ensuring positive results for all parties.
- Building relationships with diverse clientele and identifying customer needs.

Appraisal Assistant March 2013 - October 2014
John O'Sullivan Appraisals

- Responsible for customer invoicing.
- Corresponding with banks and mortgage companies concerning appraisal mortgage status/orders.
- Assist with inspections and comparable sales research.

Education

B.A.,Criminal Justice August 2004- May 2008
LaSalle University

JARETT BAKER
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Jarett Baker started with Professional Property Appraisers in September, 2022. He has successfully completed our in-house training course.

Mr. Baker is currently working in the South Orange Village. He has also completed such projects as:

Highland Park City
Belvidere Borough
Egg Harbor Township
Stockton Borough
Union Township
Piscataway Township

EDUCATION:

Mr. Baker graduated from Stockton University, Galloway, NJ.

KYLE BURROWS
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Kyle Burrows started with Professional Property Appraisers in March, 2023. He has currently completing our in-house training course.

Mr. Burrows is currently working in the South Orange Village.

EDUCATION:

Mr. Burrows graduated from Bedford Academy High School, Brooklyn, NY.

MATTHEW BUSCEMI
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Matthew Buscemi started with Professional Property Appraisers in September, 2022. He has successfully completed our in-house training course.

Mr. Buscemi is currently working in the South Orange Village. He has also worked on such projects as:

Piscataway Township	Dunellen Township
Highland Park Township	Belvidere Borough

EDUCATION:

Mr. Buscemi graduated from Haddon Heights High School, Haddon Heights, NJ.

MATTHEW DI ORIO
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Matthew DiOrio started with Professional Property Appraisers in January, 2021. He has successfully completed our in-house training course.

Mr. DiOrio is currently working in the South Orange Village. He has also worked on such projects as:

Toms River Township
City of Orange Township
Dunellen Borough
Middlesex Borough Council
Belvidere Borough
North Caldwell Borough
Springfield Township, Union Co
Piscataway Township
Union Township
Highland Park Township

EDUCATION:

Mr. DiOrio graduated from Haddon Heights High School, Haddon Heights, NJ.

ASHER LEVINE
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Asher Levine started with Professional Property Appraisers in March, 2023. He is currently completing our in-house training course.

Mr. Levine is currently working in the South Orange Village.

EDUCATION:

Mr. Levine graduated from Columbia High School, Maplewood, NJ.

GARRET MARTIN
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Garret Martin started with Professional Property Appraisers in October, 2017. He has successfully completed our in-house training course.

Mr. Martin is currently working in the South Orange Village. He has worked on such projects as:

Montclair Township
Verona Township
Ewing Township
Pleasantville City
Lavallette Borough
Atlantic City
Middlesex Township
Essex Fells Borough
Dunellen Borough
Springfield Township, Union Co.
Avon-By-The-Sea
Vineland Borough
Egg Harbor Township
Highland Park
Glen Ridge Borough
Belleville Township
Piscataway Township
Lebanon Township
Readington Township
Springfield Township
North Caldwell Borough
Toms River Township
North Caldwell Borough
City of Orange Township
Middlesex Borough
Union Township
Belvidere Borough
Stockton Borough

EDUCATION:

Mr. Martin graduated from Cherokee High School, Marlton, NJ.

ARCADIO MARTINEZ
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Arcadio Martinez started with Professional Property Appraisers in January, 2023. He has successfully completed our in-house training course.

Mr. Baker is currently working in the South Orange Village. He has also completed such projects as:

Highland Park City

Belvidere Borough

EDUCATION:

Mr. Martinez graduated from Paterson Adult Learning & Continuing Education, Paterson, NJ.

JONATHAN SKVIR
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Jonathan Skvir started with Professional Property Appraisers on a part-time basis in June, 2013. He has successfully completed our in-house training course.

Mr. Skvir has worked on such projects as:

Cinnaminson Township	Pennsauken Township
Hamilton Township-Mercer	Burlington Township
Pemberton Township	Gloucester County
Ewing Township	Riverside Township
Pleasantville City	

EDUCATION:

Mr. Skvir graduated from Delran High School, Delran, NJ. He also graduated from York College, York, PA and William Paterson University, Wayne, NJ.

DENZEL SMITH
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Denzel Smith started with Professional Property Appraisers on a part-time basis in June, 2016. He has successfully completed our in-house training course. Mr. Smith has worked on such projects as:

Burlington Township Pemberton Township

EDUCATION:

Mr. Smith graduated from Hillhouse High School, New Haven, CT; King's College, Wilkes Barre, PA; and Saint Peter's University, Jersey City, NJ.

OMAR TELLEZ
COMMERCIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Omar Tellez started with Professional Property Appraisers in September, 2019. He has successfully completed our in-house training course.

Mr. Tellez works on an as-needed basis. He has worked on projects such as:

Lebanon Township	Readington Township
City of Orange Township	Springfield Township, Union Co
Dunnellen Borough	Belvidere Borough
Highland Park Township	South Orange Village

EDUCATION:

Mr. Tellez graduated from University in Nicaragua. He also holds his New Jersey Certified Tax Assessor's license.

JONATHAN UNANGST
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Jonathan Unangst started with Professional Property Appraisers in April, 2012. He successfully completed our in-house training course.

Mr. Unangst works on an as-needed basis. He has worked on such projects as:

Lawrence Township
Springfield Township
Gloucester City
Pennsauken Township
Hamilton Township-Mercer
Burlington Township
Essex Fells Borough
Glen Ridge Borough
Belleville Township
Piscataway Township
Lavallette Borough
Upper Pittsgrove Township
Cinnaminson Township
Tabernacle Township
Mt. Ephraim Borough
Hammonton Town
Hopewell Township
Ventnor City
Monroe Township-Gloucester
Verona Township
Ewing Township
Lebanon Township
Atlantic City

EDUCATION:

Mr. Unangst graduated from Shawnee High School, Medford, NJ.

CHRISTOPHER WOLF
RESIDENTIAL REPRESENTATIVE

QUALIFICATIONS AND EXPERIENCE

Christopher Wolf has been employed with Professional Property Appraisers on a part time basis beginning June, 2007. He has successfully completed our in-house training course.

Mr. Wolf also assists in added assessment field work in our contracted municipalities. Mr. Wolf worked on such projects as:

Monroe Township
Collingswood Borough
Pine Hill Borough
Magnolia Borough
Lakehurst Borough
Pennsauken Township
Burlington Township
Gloucester County
Ewing Township
Pleasantville City
Robbinsville Twp
Cinnaminson Township
Gloucester Township
Clementon Borough
Cherry Hill Township
Hammonton Town
Hamilton Township-Mercer
Pemberton Township
Burlington Township
Riverside Township
Atlantic City

EDUCATION:

Mr. Wolf graduated from Delran High School, Delran, NJ. He also graduated from Rowan University, Glassboro, NJ.

PROFESSIONAL PROPERTY APPRAISERS, INC.

Acknowledgement of submission of required documents:

Appendix A

With documentation and additional information

on the following:

Exhibits 1-13

APPENDIX A

Acknowledgement of Required Documents Submitted

Checklist for Items that will be required (Place an X next to each item submitted)

1	Executed Letter of Qualification	X
2	Executed Letter of Intent	X
3	Executed "Statement of Ownership Disclosure"	X
4	Mandatory Affirmative Action Language	X
5	Mandatory Language: American Disabilities Act	X
6	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue	X
7	Non-Collusion Affidavit (properly notarized)	X
8	Required Insurance Documentation	X
9	Executed "Conflict of Interest Certificate"	X
10	Executed "Political Contribution Disclosure"	X
11	Executed "Company Statement & Certification of Litigation & Disputes"	X
12	Property Classification Schedule	X
13	Prohibited Russia-Belarus Activities & Iran Investment Activities	X
14	Receipt of Addendum/Addenda	X

Signature: The undersigned hereby acknowledges and will submit the above listed requirements, except insurance, at the time the proposal is officially received. A certificate of insurance must be submitted prior to execution of contract.

Name of Respondent/Company: Professional Property Appraisers, Inc.

Print Name and Title: Brian Schneider, President

Signature: _____

Date: March 31, 2023

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax

70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

EXHIBIT 1
LETTER OF QUALIFICATIONS

March 31, 2023

Township of West Orange
66 Main Street
West Orange, NJ 07052
Attn: Panayiota Reynolds, Purchasing Agent

Dear Ms. Reynolds:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the Township of West Orange ("Township"), dated March 9, 2023, in connection with the Township's need for professional services to prepared and execute a complete program for the revaluation of all real property located in the Township of West Orange, for the project entitled "Revaluation Of All Real Property."

We affirm that the contents of our Qualification Statement (which Qualification is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of Professional Property Appraisers, Inc.

Brian Schneider, SLREA, CTA
President

Thomas C. Davis, SRA, SCGREA, CTA
Executive Vice President

Professional Property Appraisers, Inc.
March 31, 2023

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax

70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

EXHIBIT 2
LETTER OF INTENT

March 31, 2023

Township of West Orange
66 Main Street
West Orange, NJ 07052
Attn: Panayiota Reynolds, Purchasing Agent

Dear Ms. Reynolds:

The undersigned, as Company, has submitted the attached Proposal in response to a Request for Proposal (RFP), issued by the Township of West Orange ("Township"), dated March 9, 2023], in connection with the Township's need for professional services to prepare an execute a complete program for the revaluation of all real property located in the Township of West Orange, for the project entitled "Revaluation Of All Real Property."

Professional Property Appraisers, Inc. HEREBY STATES:

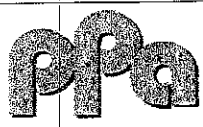
1. The Qualification Statement contains true accurate, factual and complete information.

2. Professional Property Appraisers, Inc. agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Township's procurement schedule.

3. Professional Property Appraisers, Inc. acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal submitted in response to the RFP, or any negotiation which results there from shall be exclusively the sole responsibility of the Company.

4. Professional Property Appraisers, Inc. hereby declares that the only persons participating in this Proposal as Principals are named herein and that no person other than those mentioned has any participation in this proposal or in any contract to be entered into with respect thereto. Additional persons may be subsequently included as participating Principals, but only if acceptable to the Township.

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

5. Professional Property Appraisers, Inc. declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. Professional Property Appraisers, Inc. acknowledges and agrees that the Township may amend, modify, or withdraw this RFP (in its sole judgment). In any case, the Township shall not have any liability to the Company for any costs incurred by the Company with respect to the procurement activities described in this RFP.

7. Professional Property Appraisers, Inc. acknowledges that any contract executed with respect to the provision of revaluation services must comply with all applicable affirmative action and similar laws. Company hereby agrees to take such actions as are required in order to comply with such applicable laws.

Brian Schneider, SLREA, CTA
President

Thomas C. Davis, SRA, SCGREA, CTA
Executive Vice President

Professional Property Appraisers, Inc.
March 31, 2023

EXHIBIT 3

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Professional Property Appraisers, Inc.

Organization Address: 101 Route 130 South, Suite 301, Cinnaminson, NJ 08077

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): Sub Chapter S Corporation

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Brian Schneider	295 Sunset Road, Barrington, NJ 08007
Kristine Duda	1018 Oak Ave., Delran, NJ 08075
Thomas Davis	1003 Oak Ave., Delran, NJ 08075

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

STATEMENT OF OWNERSHIP DISCLOSURE - Continued

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

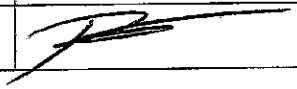
Full Name (Print):	Brian Schneider	Title:	President
Signature:		Date:	March 31, 2023

EXHIBIT 4

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Brian Schneider, President

Date: March 31, 2023

EXHIBIT 5

AMERICANS WITH DISABILITY ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Company and the Township of West Orange (herein referred to as the "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Company agrees that the performance shall be in strict compliance with this Act. In the event the Company, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Company shall defend the Township in any action or administrative proceeding commenced pursuant this Act. The Company shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged legal violation. The Company shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure; the Company agrees to abide any decision of the Township, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Company shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Company along with full and complete details of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Company every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Company pursuant to this contract will not relieve the Company of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph. It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Company, it agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the Company expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Company's obligation assumed in this Agreement, nor shall they be construed to relieve the Company from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Brian Schneider, President

Date: March 31, 2023

EXHIBIT 6

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Company must include proof of its own business registration and proofs of business registration of those subcontractors, if applicable, required to be listed in the Company's submission (i.e., "named subcontractors"). The proof of business registration shall be provided and be valid at the time the proposal is officially received and opened by the Township. As a professional courtesy please provide copy of your NJ Business Registration Certificate with your RFP.

The Company shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Company.

Before final payment on the contract is made by the contracting agency, the Company shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the Company and each of its affiliates and subcontractors and each their affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $100 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

evidence

Subscribed and sworn to before me this 31st day of March, 2023

Brian Schneider, President

LISA R. GATTI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/30/2024

Notary Public, State of

My Commission expires

Signature:

By:

EXHIBIT 7

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:_____

COUNTY OF ESSEX:

I, Brian Schneider, of the Township of Barrington, in the County of Camden and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Professional Property Appraisers, Inc., the Company making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Company has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Company in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of West Orange relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Professional Property Appraisers Inc.
(Name of Company)

Subscribed and sworn to before me this 31st day of March, 2023

Brian Schneider, President

Notary Public, State of LISA R. GATTI NOTARY PUBLIC OF NEW JERSEY My Commission Expires 3/30/2024

My Commission expires _____

Signature: Lisa R Gatti

By: _____

EXHIBIT 8

INSURANCE and BONDING REQUIREMENTS and ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance and bond shall be filed with the Township Clerk's Office upon award of the contract by the Township of West Orange.

The minimum amount of insurance to be carried by the Company shall be as follows:

MINIMUM LIMITS OF INSURANCE COVERAGE

1. The Company shall provide Workers' Compensation Insurance with coverage as required by the laws of the State of New Jersey.
2. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than $3,000,000 each occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage.
3. The Company shall provide Automobile Liability Insurance with a limit of not less than $1,000,000 for automobile coverage per occurrence/claim.
4. The Company shall provide Professional Liability Insurance of the type necessary to protect the Township from any professional liability arising under this Revaluation Contract with the Township of West Orange. Said insurance amount shall be a minimum of $2,000,000 for any one claim.
5. The Company shall provide Excess Umbrella Insurance Coverage in the amount of $1,000,000 giving protection in excess of the General and Auto Liability coverage.

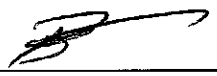
A performance surety bond equal to the amount of this contract, executed by a reputable bonding firm authorized to do business in the State of New Jersey shall be provided. The surety bond shall be subject to a reduction of ten (10%) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation upon completion of the second year of appeals before the Essex County Board of Taxation.

A treasury listed Bonding Company is to be provided with an AB Best rating.

Copies of the insurance policies and surety bond shall be provided to the Township of West Orange prior to the commencement of any work under this contract.

The certificate(s) of insurance must cover the contract period and name the Township of West Orange as an "additional insured."

Acknowledgment of Insurance Requirements:



Signature

March 31. 2023

Date

Brian Schneider, President

Print Name and Title

EXHIBIT 9

CONFLICT OF INTEREST CERTIFICATE

Pursuant to item #16 incorporated in these Proposal Specification, the Company shall submit a statement and certification detailing and describing any conflict of interest as outlined therein.

IN WITNESS WHEREOF, the undersigned
Has caused this Certificate to be executed

This 31st day of March, 2023

Signature

Brian Schneider, President
Print Name and Title

Exhibit 10

Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised General Ordinances of the Township of West Orange

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred ($200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.[1]

Name of Individual/Entity Making Contribution	Amount of Contribution	Recipient of Contribution	Date of Contribution
None	-0-	-0-	N/A

If you have **NOT** made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	NONE
	X

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.
The current elected officials of the Township include the following: Mayor Susan McCartney, Councilman Bill Rutherford, Councilwoman Michelle Casalino, Councilwoman Tammy Williams, Councilwoman Asmeret Ghebremicael and Councilwoman Susan Scarpa .

Professional Property Appraisers, Inc.
Company Name

Authorized Signature

Brian Schneider, President
Printed Name

March 31, 2023
Date

EXHIBIT 11

Company Statement and Certification of Litigation and Disputes

Please describe accurately and in complete detail the following:

Please state whether any of the following issues and/or events has occurred in the last ten (10) years with respect to said Company (as its current entity or as a predecessor entity). If the answer is "yes" to any of the following please explain the following in full detail.

A. Whether the Company was subject of any claim, settlement, order, judgment or decree. **NO**
B. Whether the Company was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to the Company and/or other parties. **NO**
C. Whether a petition under bankruptcy, insolvency or receivership was filed by or against said Company. **NO**
D. Whether the Company has:
    a. Were awarded a contract and your contract was terminated; **NO**
    b. Were awarded a contract in which your contract was temporarily discontinued which directly arose from activities conducted by the Company; **NO**
    c. Were awarded a contract that subsequently resulted in your Company receiving a fine, refund of monies paid it or has their surety bond frozen which directly arose from services your Company was hired to perform; **NO**
    d. Were awarded a contract and have not delivered all the services or provided all the deliverables and in current dispute with the other party over a contract awarded your Company. **NO**

Failure to provide the required Disclosure Certification, submit officially signed an notarized documents or response to any and all information requested/required by the Township will result in the proposal response being disqualified as non-responsive.

Under penalty or perjury, I declare that I have examined the Request for Proposal, the Company provided proposal and the Litigation and Dispute Disclosure form hereto, to the best of my knowledge and belief and all statements contained hereto are true, accurate and complete.

On this 31 st day of March, 2023

Company: Professional Property Appraisers, Inc.

Signature: _____

Brian Schneider, President

Print Name and Title

Subscribed and sworn to before me this 31 st day of March 2023

LISA R. GATTI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/30/2024

Notary Public, State of _____

My Commission expires _____

Signature: _____

By: _____

EXHIBIT 12

TOWNSHIP OF WEST ORANGE

DISTRICT WIDE REVALUATION OF ALL REAL PROPERTY

PROPERTY CLASSIFICATION SCHEDULE

As of January 10, 2022 the Township's MOD-IV data indicates the following breakdown of properties:

Property Class	# of Line Items
1	286
2	13,349
3A	0
3B	0
4A	441
4B	32
4C	51
15A	19
15B	10
15C	336
15D	80
15E	3
15F	87

EXHIBIT 13

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	PROFESSIONAL PROPERTY APPRAISERS, INC.

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

CONTRACT AMENDMENTS AND EXTENSIONS	
☒	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Township of West Orange** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of West Orange** to notify the **Township of West Orange** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of West Orange** and that the **Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Brian Schneider	**Title**	President
Signature		**Date**	March 31, 2023

SUPPLEMENTAL ADDENDA

TOWNSHIP OF WEST ORANGE

1. All lot size, zoning designations, tax map page number are to be verified, corrected and encoded in the MOD-IV on-line tax record system.

2. For all Class 1, 2, 4 and Class 15 properties in the computer assisted mass appraisal (CAMA) program on the CAMA 1 screen under comments, a general description of the property shall be entered (I.E. retail, mixed-use, office, warehouse, apartment (number & type of units), municipal building, school, church) along with the number of units and gross building area since these types of properties will be valued utilizing other systems.

All of aforementioned supplemental items are to be the direct responsibility of the Company and are to be <u>included</u> as a part of the contract price.

3/9/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 242-1430	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
PROFFESSIONAL PROPERTY APPRAISERS INC PO BOX 905 DELRAN NJ 08075-0755	INSURER A: Hartford Insurance Company of the Midwest	37478
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		65 SBN LR4216	06/08/2022	06/08/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			65 SBN LR4216	06/08/2022	06/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			65 SBN LR4216	06/08/2022	06/08/2023	Each Claim Limit Aggregate Limit	$5,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

Township of West Orange
66 MAIN ST
WEST ORANGE NJ 07052-5404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Professional Property Appraisers Inc. 101 ROUTE 130 S STE 301 CINNAMINSON NJ 08077-2853	INSURER A : Hiscox	10200
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			MPL412768023	04/17/2023	04/17/2024	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Township of West Orange
66 MAIN ST
WEST ORANGE NJ 07052-5404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Hampshire Insurance Co.	23841
INSURED	INSURER B :	
ADP TotalSource I, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Professional Property Appraisers, Inc. 295 SUNSET RD Barrington, NJ 080070000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 053433521 NJ	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Professional Property Appraisers, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

Township of West Orange
66 Main Street
West Orange, NJ 07052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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301 Route 130 N, Suite 301
Cinnaminson, NJ 08077

(866) 957-1388 Office
(856) 764 1453 Fax
www.ppareval.com

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
PROFESSIONAL PROPERTY APPRAISERS, INC

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-169-309/000

SEQUENCE NUMBER:
1084264

ADDRESS:
23 PURDUE DRIVE
DELRAN NJ 08075

ISSUANCE DATE:
09/01/04

EFFECTIVE DATE:
04/15/92

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax

70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

Certification 15025

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2022 to 15-FEB-2029

PROFESSIONAL PROPERTY APPRAISERS, INC.
101 ROUTE 130 SOUTH, STE 301
CINNAMINSON NJ 08077

ELIZABETH MAHER MUOIO
State Treasurer

CONSENT OF SURETY

Township of West Orange
66 Main Street
West Orange, NJ 07052

Great Midwest Insurance Company duly qualified to transact business in the State of New Jersey agrees that if Professional Property Appraisers, Inc. is the successful Bidder for Revaluation of All Commercial, Residental and Real Property Situated within the Township of West Orange

it as surety, will provide the Bidder with bonds in such form and sum as required in the advertisement or in the specifications.

Signed, sealed and dated this 11th day of April, 2023

Great Midwest Insurance Company

By: _____
Lynn M. Wheelock, Attorney-in-Fact

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Professional Property Appraisers, Inc.
101 South Route 130, Suite 301, Cinnaminson, NJ 08077
as Principal, and Great Midwest Insurance Company
800 Gessner Road, Suite 600, Houston, TX 77024
as Surety, are hereby held and firmly bound unto Township of West Orange
66 Main Street, West Orange, NJ 07052
as Owner, in the penal sum of Ten Percent of Amount of Bid Not to Exceed Twenty Thousand and No/100
(10% NTE $20,000.00) DOLLARS,
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 11th day of April, 2023.

The condition of the above obligation is such that, whereas the Principal has submitted to Township of West Orange
a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for
Revaluation of All Commercial, Residental and Real Property Situated within the Township of West Orange

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

Attest/Witness

Witness

Professional Property Appraisers, Inc.

By: Brian Schneider

Great Midwest Insurance Company

By:

Lynn M. Wheelock, Attorney-in-Fact

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION
(Pursuant to N.J.S.A. 2A: 44-143)

Great Midwest Insurance Company, surety on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

2. The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified as indicated by certified public accountants, Ham, Langston & Brezina, LLP, 11550 Fuqua St., Suite 475, Houston, Texas 77034 and are included in the Annual Statements on file with the National Association of Insurance Commissioners and the New Jersey Department of Insurance (20 West State Street, CN-325, Trenton, NJ 08625-0325):

Surety Company	Capital	Surplus
Great Midwest Insurance Company	$4,550,000	$209,346,846

Great Midwest Insurance Company has a current rating from A.M. Best Company of A- (Excellent); Financial Size Category IX ($250 Million to $500 Million).

3. (a) **Great Midwest Insurance Company** has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein on July 1, 2022 is $20,935,000.

(b) With respect to which each surety participating in the issuance of the attached bond that has not received such certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of the surety as established pursuant to R.S. 17:18-9 is as follows:

_____ _____

_____ _____

4. The amount of the bond to which this statement and certification is attached is $ 10% NTE $20,000.00 .

CERTIFICATE

I Lynn M. Wheelock, as Attorney-in-Fact for Great Midwest Insurance Company a corporation domiciled in Texas, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

(Signature of certifying agent)

Lynn M. Wheelock
(Printed name of certifying agent)

Attorney-in-fact
(Title of certifying agent)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Lynn M. Wheelock, Eric J. Follman, Sr., Fernanda L. DePaolantonio, Caitlin Christine Baker, Scott R. Kuzmic

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 11th Day of April, 20 23.

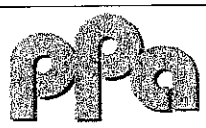
GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____

Leslie K. Shaunty
Secretary

RNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim ning any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a nt insurance act, which is a crime and subjects such person to criminal and civil penalties.

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

Work performed for 2022:

Avon-By-The-Sea Borough, Monmouth County, Tim Anfuso, Tax Assessor; (732) 502-4510
301 Main St., Avon By The Sea, NJ 07717 *** revaluation of 1,111 line items*
-Appeal Info: 2022: 18 appeals (1.6%)

Dunellen Borough, Middlesex County, Dawn Guttschall, Tax Assessor, (732) 968-3323
355 North Ave., Dunellen, NJ 08812 ***annual assessment inspections of 1/3 of Borough*

North Caldwell Borough, Essex County, George Librizzi, Tax Assessor, 973-228-6410 x111,
141 Gould Avenue, North Caldwell, NJ 07006 ***revaluation of 2,459 line items*
-Appeal Info: N/A-assessor handled

City of Orange Township, Essex County, Aaron Wilson, Tax Assessor, 973-266-4008
29 N. Day Street, Orange, NJ 07050 ***revaluation of 5,545 line items*
-Appeal Info: 2022: 87 appeals (1.5%)

Piscataway Township, Middlesex County, Lisa Stephens, Tax Assessor, (732) 562-2328
455 Hoes Lane, Piscataway, NJ 08854 ***annual assessment inspections for 2,000 line items*

Springfield Township, Union County, Ed Galante, Tax Assessor, (973) 912-2208
100 Mountain Avenue, Springfield, New Jersey 07081 ***revaluation of 5,424 line items*
-Appeal Info: 2022: 55 appeals (1%)

Toms River Township, Ocean County, Richard T. Kenny, Tax Assessor, 732-341-1000, ext.
8300; 33 Washington St., Toms River, NJ 08753 *** revaluation of 42,653 line items*
-Appeal Info: 2022: 481 appeals (1.1%)

Work performed for 2021:

Essex Fells Borough, Essex County, Kevin Esposito, Tax Assessor, 973-226-3400
255 Roseland Ave., Essex Fells, NJ 07021 ***reassessment for 2021*
-Appeal Info: 2021: 2 appeals (less than 1%)

Readington Township, Hunterdon County, Laura Whitaker, Tax Assessor, (908) 534-9715
509 Route 523, Whitehouse Station, NJ 08889 ***revaluation of 7,373 line items*
-Appeal Info: 2021: 48 appeals (less than 1%)

Piscataway Township, Middlesex County, Lisa Stephens, Tax Assessor, (732) 562-2328
455 Hoes Lane, Piscataway, NJ 08854 ***annual assessment field inspections for 2,000 line items*

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

Work performed in 2019 for 2020:

Pleasantville City, Atlantic County, Wesley Briscoe, Jr, Tax Assessor, (609) 484-3634
18 North First Street, Pleasantville, NJ 08232 ** *revaluation of 6,548 line items*
-Appeal Info: 2020: 132 appeals (2%) *-- 2 YR CONTRACT*

Lavallette Borough, Ocean County, Sharon Morgan, Tax Assessor, (732) 793-7477
1306 Grand Central Avenue, Lavallette, NJ 08735 ***revaluation of 2,769 line items*
-Appeal Info: 2020: 7 appeals (less than 1%) *-- 2 YR CONTRACT*

Lebanon Township, Hunterdon County, Erica Brandmaier, Tax Assessor, (908) 638-8523
530 West Hill Rd., Glen Gardner, NJ 08826 ***revaluation of 2,977 line items*
-Appeal Info: 2020: 42 appeals (less than 1%) *-- 2 YR CONTRACT*

Piscataway Township, Middlesex County, Lisa Stephens, Tax Assessor, (732) 562-2328
455 Hoes Lane, Piscataway, NJ 08854 ***field inspections only for 3,745 line items*

City of Atlantic City, Atlantic County, Novelette Robinson, Tax Assessor, (609) 347-5380
1301 Bacharach Blvd., #606, Atlantic City, NJ 08401 ***revaluation of 16,845 line items*
-Appeal Info: 2020: 1,836 appeals (1.1%) *-- 2 YR CONTRACT*

Township of Upper Pittsgrove, Salem County, Michael Raio, Tax Assessor, (856) 358-8500
431 Route 77, Elmer, NJ 08318 ***revaluation of 2,176 line items*
-Appeal Info: 2020: none prepared *-- 2 YR CONTRACT*

Work performed in 2018 for Tax Year 2019:

Belleville Township, Essex County, Kevin Esposito, Tax Assessor, (973) 450-3304
152 Washington Avenue, Belleville, NJ 07109 ** revaluation
-Appeal Info: 2019: 33 appeals 2020: 80 (Less than 1%) *-- 2 YR CONTRACT*

Glen Ridge Borough, Essex County, George Librizzi, Tax Assessor, (973) 748-8400
PO Box 66 825 Bloomfield Ave., Glen Ridge, NJ 07028 **revaluation
Appeal Info: 2019: 10 appeals (Less than 1%) 2020: none prepared *-- 2 YR CONTRACT*

Verona Borough, Essex County, George Librizzi, Tax Assessor, (973)-857-4837,
Bloomfield Ave, Verona, NJ 07044 ** revaluation
Appeal Info: 2019: 25 appeals (Less than 1%) 2020: none prepared *-- 2 YR CONTRACT*

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Professional Property Appraisers, Inc.

Ewing Township, Mercer County, Jeff Burd, Tax Assessor, (609) 883-2900
2 Jake Garzio Dr., Ewing, NJ 08628 ** revaluation
***Appeal Info: 2019: 158 appeals (1.3%) 2020: 93 (less than 1%)**-- 2 YR CONTRACT*

Carneys Point Township, Salem County, Kathleen Hill, Tax Assessor, (856) 299-0070
303 Harding Hwy, Carneys Point, NJ 08069 ** revaluation
***Appeal Info: 2019: 38 appeals (1.1%) 2020: 26 (less than 1%)** -- 2 YR CONTRACT*

Gibbsboro Borough, Camden County, Thomas Glock, Tax Assessor, 856-783-6655
49 Kirkwood Road, Gibbsboro, NJ 08026 ** revaluation
***Appeal Info: 2019: 21 appeals (1.7%) 2020: 10 (less than 1%)** -- 2 YR CONTRACT*

Penns Grove Borough, Salem County, Maria Procacci, Tax Assessor, (609) 299-0098
1 State St., Penns Grove, NJ 08069 ** revaluation
***Appeal Info: 2019: 20 appeals (1.1%) 2020: (2.3%)** -- 2 YR CONTRACT*

Riverside Township, Burlington County, Carl Cicali, Tax Assessor, (856) 461-1460
PO Box 188, Riverside, NJ 08075 ** revaluation
***Appeal Info: 2019: 8 appeals (Less than 1%) 2020: 23 (less than 1%)** -- 2 YR CONTRACT*

Work performed in 2017 for Tax Year 2018:

Montclair Township, Essex County, George Librizzi, Tax Assessor, 973-509-4918
205 Claremont Ave., Montclair, NJ 07042 **revaluation for 2018
-Appeal Info: 2018: 205 appeals (1.8%) -- 2 YR CONTRACT

Egg Harbor City, Atlantic County, William Johnson, Tax Assessor, 609-965-4747
500 London Ave., Egg Harbor City, NJ 08215 ** reassessment for 2018
-Appeal Info: 2018: 44 appeals (Less than 1%) -- 2 YR CONTRACT

Greenwich Township, Cumberland County, Lois Mazza, Tax Assessor, 856-455-1230
1000 Ye Greate Street, Greenwich, NJ 08323 ** revaluation for 2018
-Appeal Info: 2018: 17 appeals (Less than 1%), 2019 5 appeals (Less than 1%) --2 YR CONTRACT

Monroe Township, Gloucester County, Gerry Mead, County Assessor,
856-307-6445, 1200 N. Delsea Drive, Clayton, NJ 08312 **reassessment for 2018
-Appeal Info: County hired for hybrid-reassessment/no appeal work

PLEASE NOTE: Appeal Percentage for all work performed in the past five years was Less Than 1% with a high success rate, as many of the assessments were upheld.

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1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
www.ppareval.com

Professional Property Appraisers, Inc.

FULL CLIENT LIST

Asbury Park City, Monmouth County, One Municipal Plaza, Asbury Park, NJ 07712

Atlantic City, Atlantic County, 1301 Bacharach Blvd., #606, Atlantic City, NJ 08401

Audubon Park, Camden County, Road C, Audubon Park, NJ 08106

Avon-By-The-Sea Borough, Monmouth County, 301 Main St., Avon By The Sea, NJ 07717

Belleville Township, Essex County, 152 Washington Avenue, Belleville, NJ 07109

Bellmawr Borough, Camden County, 21 E. Browning Road, Bellmawr, NJ 08099

Belvidere Town, Warren County, 691 Water Street, Belvidere, NJ 07823

Bordentown Township, Burlington County, 1Municipal Drive, Bordentown, NJ 08505

Brooklawn Borough, Camden County, 301 Christiana Street, Brooklawn, NJ 08030

Burlington Township, Burlington County,851 Old York Road, Burlington, NJ 08016

Caldwell Borough, Essex County, 1 Provost Square, Caldwell, NJ 07066

Carneys Point Township, Salem County, 303 Harding Hwy, Carneys Point, NJ 08069

Cherry Hill Township, Camden County, 820 Mercer Street, Cherry Hill, NJ 08002

Chesilhurst Borough, Camden County, 201 Grant Ave., Chesilhurst, NJ 08089

Cinnaminson Township, Burlington County, 1621 Riverton Road, Cinnaminson, NJ 08077

Clementon Borough, Camden County, 101 Gibbsboro Road, Clementon, NJ 08021

Collingswood Borough, Camden County, 678 Haddon Avenue, Collingswood, NJ 08108

Dunellen Borough, Middlesex County, 355 North Ave., Dunellen, NJ 08812

Eastampton Township, Burlington County, 12 Manor House Ct., Eastampton, NJ 08060

East Greenwich Township, Gloucester County,159 Democrat Road, Mickleton, NJ 08056

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
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Professional Property Appraisers, Inc.

Egg Harbor City, Atlantic County, 500 London Ave., Egg Harbor City, NJ 08215

Egg Harbor Township, Atlantic County, 3515 Bargaintown Rd, Egg Harbor, NJ 08234-8321

Elmer Borough, Salem County, 120 South Main St, Elmer, NJ 08318

Essex Fells Borough, Essex County, 255 Roseland Ave., Essex Fells, NJ 07021

Ewing Township, Mercer County, 2 Jake Garzio Dr., Ewing, NJ 08628

Farmingdale Borough, Monmouth County, 11 Asbury Ave, Farmingdale, NJ 07727

Gibbsboro Borough, Camden County, 49 Kirkwood Road, Gibbsboro, NJ 08026

Glen Ridge Borough, Essex County, PO Box 66 825 Bloomfield Ave., Glen Ridge, NJ 07028

Gloucester City, Camden County, 512 Monmouth Street, Gloucester City, NJ 08030

Gloucester Township, Camden County, 1261 Chews Landing Road, Blackwood, NJ 08012

Greenwich Township, Cumberland County, 1000 Ye Greate Street, Greenwich, NJ 08323

Haddon Heights Borough, Camden County, 625 Station Ave., Haddon Heights, NJ 08035

Haddon Township, Camden County, 135 Haddon Avenue, Westmont, NJ 08108

Hamilton Township, Atlantic County, 6101 Thirteenth St, Mays Landing, NJ 08330

Hamilton Township, Mercer County, 2090 Greenwood Ave., Hamilton, NJ 08609

Hammonton Town, Atlantic County, 100 Central Avenue, Hammonton, NJ 08037

Highland Park Borough, Middlesex County, 221 South Fifth Ave., Highland Park, NJ 08904

Hopewell Township, Cumberland County, 590 Shiloh Pike, Bridgeton, NJ 08302

Lake Como Borough, Monmouth County, 1740 Main St, Lake Como, NJ 07719

Laurel Springs Borough, Camden County, 135 Broadway, Laurel Springs, NJ 08021

Lavallette Borough, Ocean County, 1306 Grand Central Avenue, Lavallette, NJ 08735

101 Route 130 S, Suite 301
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1-856-764-1453 Fax



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Professional Property Appraisers, Inc.

Lawnside Borough, Camden County, 4 Douglas Ave., Lawnside, NJ 08045

Lawrence Township, Mercer County, 2207 Lawrence Rd., PO Box 6006, Lawrence Twp., NJ 08648

Lebanon Township, Hunterdon County, 530 West Hill Rd., Glen Gardner, NJ 08826

Lindenwold Borough, Camden County, 2001 Egg Harbor Rd., Lindenwold, NJ 08021

Logan Township, Gloucester County, 125 Main St, Bridgeport, NJ 08014

Lower Alloways Creek, Salem County, 501 Locust Island Road, Hancock's Bridge, NJ 08038

Manalapan Township, Monmouth County, 120 Rt 522, Manalapan, NJ 07726

Mansfield Township, Burlington County, 24548 E. Main Street, Columbus, NJ 08022

Mantua Township, Gloucester County, 401 Main Street, Mantua, NJ 08051

Marlboro Township, Monmouth County, 1979 Township Dr, Marlboro, NJ 07746

Merchantville Borough, Camden County, One West Maple Ave., Merchantville, NJ 08109

Middlesex Borough, Middlesex County, 1200 Mountain Ave., Middlesex, NJ 08846

Monroe Township, Gloucester County, 125 Virginia Ave, Williamstown, NJ 08095

Montclair Township, Essex County, 205 Claremont Ave., Montclair, NJ 07042

Mount Laurel Township, Burlington County, 100 Mount Laurel Road, Mt. Laurel, NJ 08054

Mullica Township, Atlantic County, PO Box 717, Elwood, NJ 08217

North Caldwell Borough, Essex County, 141 Gould Avenue, North Caldwell, NJ 07006

Northfield City, Atlantic County, 1600 Shore Rd., Northfield, NJ 08225

Oaklyn Borough, Camden County, 500 White Horse Pike, Oaklyn, NJ 08107

Oldmans Township, Salem County, 32 West Mill Street, Pedricktown, NJ 08067

City of Orange Township, Essex County, 29 N. Day Street, Orange, NJ 07050

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



70 E. Water Street-Suite 1A
Toms River, NJ 08753
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Professional Property Appraisers, Inc.

Palmyra Borough, Burlington County, 20 West Broad Street, Palmyra, NJ 08065

Pemberton Township, Burlington County, 500 Pemberton-Browns Mills Rd., Pemberton, NJ 08068

Penns Grove Borough, Salem County, 1 State Street, Penns Grove, NJ 08069

Pennsauken Township, Camden County, 5605 N. Crescent Blvd., Pennsauken, NJ 08110

Pine Beach Borough, Ocean County, 599 Pennsylvania Ave., Pine Beach, NJ 08741

Pine Hill Borough, Camden County, 45 West Seventh St., Pine Hill, NJ 08021

Plainsboro Township, Middlesex County, 641 Plainsboro Rd., Plainsboro, NJ

Pleasantville City, Atlantic County, 18 North First Street, Pleasantville, NJ 08232

Port Republic City, Atlantic County, 143 Main St., Port Republic, NJ 08241

Quinton Township, Salem County, PO Box 65, Quinton, NJ 08072

Readington Township, Hunterdon County, 509 Route 523, Whitehouse Station, NJ 08889

Riverside Township, Burlington County, PO Box 188, Riverside, NJ 08075

Southampton Township, Burlington County, 5 Retreat Rd., Southampton, NJ 08088

Springfield Township, Burlington County, 2159 Jacksonville-Jobstown Rd., PO Box 119, Jobstown, NJ 08041

Springfield Township, Union County, 100 Mountain Avenue, Springfield, New Jersey 07081

Stow Creek Township, Cumberland County, 222 Marlboro Rd., Bridgetown, NJ 08302

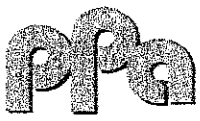
Swedesboro Borough, Gloucester County, City Hall, Swedesboro, NJ 08085

Tabernacle Township, Burlington County, 163 Carranza Rd., Tabernacle, NJ 08088

Toms River Township, Ocean County, 33 Washington St., Toms River, NJ 08753

Union Township, Hunterdon County, 140 Perryville Road, Hampton, NJ 08827

101 Route 130 S, Suite 301
Cinnaminson, NJ 08077
1-866-957-1388 Office
1-856-764-1453 Fax



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Toms River, NJ 08753
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Professional Property Appraisers, Inc.

Upper Pittsgrove Township, Salem County, 431 Route 77, Elmer, NJ 08318

Ventnor City, Atlantic County, 6201 Atlantic Ave., Ventnor City, NJ 08406

Verona Borough, Essex County, Bloomfield Ave, Verona, NJ 07044

Vineland City, Cumberland County, 640 E. Wood St., Vineland, NJ 08362

Washington Township, Mercer County, 1117 Route 130, Robbinsville, NJ 08691

Waterford Township, Camden County, 2131 Auburn Ave., Atco, NJ 08004

West Deptford Township, Gloucester County, 400 Crown Point Rd, Thorofare, NJ 08086

Winslow Township, Camden County, 125 S. Rt. 73, Braddock, NJ 08037

Work currently under contract in 2023 for 2024:

Maplewood Township, Essex County, Thomas DeKorte, Tax Assessor, (973) 762-8120 ext. 2300 574 Valley St., Maplewood Township, NJ 07040 ** *revaluation of 7,447 line items*

South Orange Village Township, Essex County, Ellen Foye Malgieri Tax Assessor, (973) 378-7715 ext. 772976 South Orange Avenue, Suite 302, South Orange, NJ 07079
***revaluation of 4,981 line items*

Roseland Borough, Essex County, Kevin Esposito, Tax Assessor, (973) 403-6044
140 Eagle Rock Avenue, Roseland, NJ 07068 ** *revaluation of 2,259 line items*

Montclair

Township of Montclair 205 Claremont Ave Montclair, NJ 07042 tel: 973-509-4918 fax: 973-746-3513

George F. Librizzi
Municipal Assessor
glibrizzi@montclairnjusa.org

March 2, 2018

Mr. Tom Davis, President
Professional Property Appraisers
101 S. Route 130, Suite 301
Cinnaminson, NJ 08077

Re: Montclair Revaluation

Dear Mr. Davis:

I writing to take a moment to thank you and your staff for the outstanding work performed on the Montclair revaluation project.

The field inspectors proved to be very knowledgeable and detail oriented. They took the time to answer property owners' questions and briefly explain the process. I'm sure this contributed to the success of the project.

In addition, the continual communication between the project manager and my office was wonderful. Together we collaborated on many important aspects of the project which ensured all facets of the revaluation were being addressed in a timely and accurate manner.

As a result, I would highly recommend your company to any municipality who seriously wants to achieve fair and equitable results for their taxpayers.

I look forward to again working with your company in the future.

Sincerely,

George F. Librizzi, Municipal Assessor
CTA, IFAS, SCGREA

William Crowther

City of Ventnor City

City Hall
6201 Atlantic Avenue
Ventnor City, New Jersey 08406

Ventnor City Tax Assessor
609-823-7911

February 28, 2018

Thomas C. Davis, President
Professional Property Appraisers, Inc.
PO BOX 905
Delran, NJ 08075

RE: City of Ventnor's Revaluation

Dear Mr. Davis:

I would like to take this opportunity to thank you for the professional manner in which your Firm handled City of Ventnor's recent revaluation. You were able to finish the revaluation timely with an emphasis on quality and an attention to detail.

The City of Ventnor is a barrier island that has complex beachfront and bay front homes, high rise condos and various other housing stock that makes for a difficult task. PPA's staff handled that task with the utmost professionalism and provided excellent data that the City and residents will benefit from for years to come.

The City had experienced approximately one thousand appeals per year for the past 6 years, prior to the revaluation in 2017. The City had lost millions of dollars from those appeals. Once the revaluation was implemented in 2017, we only had 190 County Tax Board Appeals and we were able to support most of those appealed. There were no State Appeals filed as a result of the revaluation which is truly a testament to an amazing job. As I write this letter, we only have 18 appeals filed in 2018 thus far. The City of Ventnor now has a defendable ratable base.

Thank you for the excellent job you did for the City of Ventnor. I would not hesitate to recommend your Firm to any other municipality.

I look forward to working with you in the future.

Sincerely,

William Crowther, CTA
Ventnor City Tax Assessor

BOROUGH OF NORTH CALDWELL
BOROUGH HALL – 141 GOULD AVENUE
NORTH CALDWELL, NEW JERSEY 07006-4213

Phone 973-228-6410 Fax 973-228-2914

August 17, 2022

Dear Mr. Schneider:

I highly recommend Professional Property Appraisers to perform your next revaluation for the forgoing reasons.

1. Their expertise in revaluation, use of modern technology and collaborative efforts resulted in a very successful revaluation project.
2. As you know appeals received in the year of a revaluation and the disposition of those appeals received are two key indicators of public's acceptance and belief of how fair & equitable the revaluation program was completed. The Borough of North Caldwell received two (2) county tax board appeals out of a potential 2,430 taxable line items (less than 1%). Of the two (2) appeals received, one property owner withdrew their appeal, and the other appeal was heard by the County Tax Board and the assessment was upheld. These are truly exceptional results!
3. The staff was very taxpayer friendly and did a wonderful job out in the field to alleviate the apprehension and anxiety customarily associated with a revaluation program. I know this played a significant role in the low quantity of appeals filed.

Respectfully submitted,

George F. Librizzi, Municipal Assessor

CTA, ASA, SCGREA

CITY OF ATLANTIC CITY

NOVELETTE ROBINSON
MUNICIPAL TAX ASSESSOR
1301 BACHARACH BLVD., #606
ATLANTIC CITY, NJ 08401
(609) 347-5380
FAX (609) 347-6963

June 26, 2020

Thomas C. Davis, President
Professional Property Appraisers, Inc.
PO Box 905
Delran, NJ 08075

Re: City of Atlantic City's Revaluation

Dear Mr. Davis:

I would like to take this opportunity to thank you and your firm for the manner in which your firm performed the revaluation for Atlantic City. You diligently fulfilled this job within a limited time frame.

Your staff is professional and courteous, with the knowledge necessary for this project. Your firm was very accommodating when scheduling informal hearings, of which there were relatively few.

Much to the satisfaction of the Division of Taxation, Atlantic County Board and the City's Administration, you managed to send out the notifications letters and get our book certified on time!

I would highly recommend you and your staff to any municipality that needs to do a revaluation.

Sincerely,

Novelette Robinson
Municipal Tax Assessor

The Township of Hamilton

Kelly A. Yaede
Mayor

November 29, 2016

Thomas C. Davis, President
Professional Property Appraisers, Inc.
P.O. Box 905
Delran, NJ 08075

Dear Mr. Davis:

I write this letter to extend my sincere appreciation of a job well done as performed by your firm. Professional Property Appraisers, Inc., who was exactly that, professional.

Hamilton Township was mandated by the Mercer County Board of Taxation to perform a total revaluation and your firm was entrusted with the task. Hamilton Township is a diverse community of 33,000 parcels (7th largest in the state) and a suburb of Trenton with a total value of some $8.5 billion dollars.

I have been on both sides of revaluations for over forty (40) years and I am happy to say that the performance of PPA, Inc. was commendable, all aspects of the function from initial set-up, the all-important public relations, the field work, keeping my office informed through all the steps, to the final valuation reporting and explanation was very professional, courteous and quiet.

I was extremely pleased with the manner in which you defended yourself during the appeal process which was in concert with the entire revaluation process as performed by PPA, because so, I do not hesitate to recommend your firm to anyone contemplating using your services in the future.

Sincerely,

Don Kosul, C.T.A.
Municipal Tax Assessor
Hamilton Township

DK:sac

DON KOSUL, C.T.A., MUNICIPAL ASSESSOR
2090 GREENWOOD AVENUE, PO BOX 150, HAMILTON NJ 08650
PHONE# (609) 890-3654 FAX# (609) 890-3685

Borough of Lavallette
Tax Assessment Office
1306 Grand Central Avenue
Lavallette, NJ 08735
Phone: (732) 793-7477 Extension: 612

June 30, 2020

Thomas C. Davis, President
Professional Property Appraisers, Inc
PO Box 905
Delran, NJ 08075

RE: Borough of Lavallette Revaluation

Dear Mr. Davis,

I would like to thank your firm for the most recent Revaluation taken by the Borough of Lavallette. Your firm was quick, efficient and professional in dealing with the Borough's staff and the public.

It was especially appreciated because of the existing issues facing the Borough of Lavallette including but not limited to court ordered deadlines.

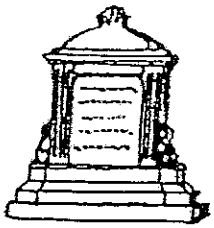
I would not hesitate to recommend your firm should another municipality wish to contact me.

Regards,

Sharon Morgan
Tax Assessor

Greenwich Township

Greenwich
Cumberland County
New Jersey 08323



Tea Burning Town
Est. 1684

June 12, 2019

Thomas Davis
Professional Property Appraisers, Inc.
P.O. Box 905
Delran, N.J. 08075

Dear Mr. Davis:
I highly recommend Professional Property Appraisers to perform a revaluation. Their expertise in revaluation, use of modern technology and collaborative efforts resulted in a very successful revaluation Project.
I am happy to say that the performance of PPA, Inc. was commendable, all aspects from initial set-up, field work, keeping my office informed through all the steps, to the final valuation reports was very professional.
The staff was friendly and courteous during the project.
I would recommend your firm to anyone contemplating your services in the future.

Sincerely,

Lois Mazza

Lois Mazza
Assessor Greenwich Township

William M. Johnson, CTA
Tax Assessor
Office: (609) 965-4747
Fax: (609) 965-0715

Egg Harbor City
Office of the Tax Assessor
500 London Avenue
Egg Harbor City, New Jersey 08215
www.eggharborcity.org

May 20, 2018

Thomas C. Davis President
Professional Property Appraisers, Inc.
PO BOX 905
Delran, NJ 08075

RE: Egg Harbor City Reassessment

Dear Mr. Davis,

I am writing this letter to thank you and your firm for the professionalism shown during the recent reassessment of Egg Harbor City.

You have been working for our City over the past several years performing added assessments and appraisal consulting services and have been a viable asset to our municipality. I had the pleasure to work with your staff and their knowledge of the City prevailed in the 2017 reassessment project.

Overall, the residents of the City were very satisfied with the entire reassessment process from the field inspections, making appointments, to informal meetings. The public relations that you provided to our residents was substantial in easing the public's misconceptions of such a project.

As a result, we received a very low number of informal appeals.

I'd like to take this opportunity to thank you and your staff. I look forward utilizing your services in the future.

Sincerely,

William M. Johnson, CTA
Tax Assessor

Mayor Bruce R. Hankins
Vice Mayor Paul Ritter III
Joseph C. Shoemaker, Jr.
Gregory Facemyer
Robin S. Freitag

August 21, 2017
Thomas C. Davis, President
Professional Property Appraisers, Inc.
P.O. Box 905
Delran, N.J. 08075

Re: Hopewell Township Revaluation

Dear Mr. Davis

I would like to commend your firm on a job well done. All of your employees working on the Hopewell Revaluation project have been professional, knowledgeable, and a pleasure to work with. The process went smoothly and completed on schedule.

I was pleased with the manner that the inspections were done and also how the review process was handled.

I had excellent communication with all of the staff from Professional Property Appraisers.

I would recommend your firm to any municipality contemplating using your firm for revaluation.

Sincerely,

Lois Mazza

Lois Mazza, CTA
Hopewell Township

Mayor Bruce R. Hankins
Vice Mayor Paul Ritter III
Joseph C. Shoemaker, Jr.
Gregory Facemyer
Robin S. Freitag

August 30, 2017

Thomas C. Davis, President
Professional Property Appraisers, Inc.
PO Box 905
Delran NJ 08075

Dear Mr. Davis:

I am writing to commend your firm on a job well done.

All of your employees working on the Hopewell Township Revaluation have been a pleasure to work with. The managers, inspectors and evaluators are knowledgeable, presentable, responsible, and very personal individuals.

I, along with the Township's Tax Assessor and Township Committee, heard very positive comments from the property owners and residents of Hopewell Township. The current assessed values are right in line with current sales.

I would recommend your firm for any municipality's revaluations or reassessments. This process can be a difficult task for the firm performing the job, the Township Committee and the property owners. Your firm's experience showed that this process does not need to be stressful.

Sincerely,

Lois A. Yarrington, RMC
Twp. Clerk/Administrator

Municipal Building 590 Shiloh Pike Bridgeton, New Jersey 08302
Main Office Phone (856) 455-1230 Fax (856) 455-3080

BURLINGTON TOWNSHIP

851 Old York Road, Burlington Township, New Jersey 08016 • Phone (609) 239-5834
Fax: (609) 387-8411

WALTER J. CORTER
Administrator

August 7, 2017

Thomas C. Davis, President
Professional Property Appraisers, Inc.
Delran, NJ 08075

RE: Revaluation of Burlington Township

Dear Mr. Davis,

I would like to extend my sincere appreciation to you and your staff for the thorough and professional revaluation your firm performed for Burlington Township.

Your employees were accessible to our residents and Township staff throughout the entire process. They were knowledgeable, thorough, and personable professionals. Your firm's Public Relations plan and experience resulted in minimal questions and concerns from home owners. The Township and our property owners found the revaluation that your firm conducted, to be fair and equitable. I would highly recommend your firm to any municipality seeking to conduct a revaluation or reassessment.

Because of your firm's professional experience, what could have been a difficult and challenging process became an example of how successful revaluations are conducted.

Congratulations on an outstanding job!

Sincerely,

Walter J. Corter
Administrator

WJC/mp

Cc: Jay Renwick, Tax Assessor

William M. Johnson, CTA
Tax Assessor
Office: (609) 652-1501
Fax: (609) 652-9334

City of Port Republic
Office of the Tax Assessor
143 Main Street
Port Republic, New Jersey 08241

May 2, 2017

Thomas C. Davis President
Professional Property Appraisers, Inc.
PO Box 905
Delran, NJ 08075

RE: Port Republic Revaluation

Dear Mr. Davis,

I would like to take this opportunity to thank you for the professional manner in which you firm handled the recent revaluation.

Your staff, particularly the field representatives, acted in a professional and courteous manner, with the knowledge necessary to complete such a project. Whenever public concerns or problems arose, which were few in number, your staff was there in a timely manner for the explanation or clarification to both the taxpayers and the City Administration.

The quality of work was evidenced by the low number of appeals filed, especially on the commercial side. With a town as small as Port Republic, where there are limited sales to analyze, every detail was covered and accurately reflected in the database.

Thank you for doing a great job for the City of Port Republic. I would not hesitate to recommend your firm.

I look forward to working with you in the future.

Sincerely,

William M. Johnson, CTA
Tax Assessor

TOWN OF
HAMMONTON

March 4, 2015

Thomas C. Davis, President
Professional Property Appraisers, Inc
PO Box 905
Delran, NJ 08075

Dear Mr. Davis:

I would like to express my gratitude for the manner in which your firm performed the revaluation for the Town of Hammonton. You and your staff fulfilled this job in a very diligent fashion in order to get it done in a limited time frame.

Also to add to this burden, a dear member of your staff who was working on the commercial properties unexpectedly passed away during the course of the revaluation. Darryl Phillips was an excellent worker, and I enjoyed working with him. I am sure he will be missed by all.

Even at this time of loss, your firm continued to perform their work in a courteous manner. I have only heard good reviews from the taxpayers about your field staff. I realize that this town is unique because of its farmland. It has 6,596 line items with approximately 4,700 residential and 409 farmland properties. Though you and your staff had a short time to complete this service, you managed to send out the notification letters and schedule meetings in a timely fashion.

I would highly recommend you and your staff to handle any future municipalities that needed a revaluation. At this time, I want to give credit to Daniel Gatti and Brian Schneider for solving any questions that came up during the project who made this reval run smoothly. They did an excellent job. Another person that I want to recognize is Lisa Gatti, your office manager. She did an outstanding job in keeping me informed of your staff's progress.

Again I definitely am satisfied with the revaluation in the manner it was put together, and I thank you for the great job that you and your staff did.

Sincerely,

Mary Joan Wyatt

Mary Joan Wyatt
Certified Tax Assessor
Town of Hammonton

Lavallette Officials: Please Let Tax Revaluation Surveyors In

By
Daniel Nee
-
August 6, 2019



Lavallette Borough Hall (Photo: Daniel Nee)

Just under half of the homes in Lavallette have been inspected by a firm hired to conduct a revaluation of the borough's tax base.

Mayor Walter LaCicero said about 1,000 homes – approximately 45 percent of all households – have been surveyed by teams going door-to-door to assess homes and assign them a value. The county ordered Lavallette to conduct a revaluation last year and officials scheduled the survey work to be completed during the summer when the highest percentage of homes would be occupied.

"We really did hit the ground running the first week of July," said Borough Administrator Robert Brice.

Brice and LaCicero both urged homeowners to allow surveyors to come in for a look.

"There's an urban myth out there that if you don't let them in, they fine you," said Brice. "That's not true, they don't do anything punitive, but then they have to decide a value just by looking outside."

"It might not be the value you'd like," added LaCicero.

Brice said the most accurate assessments can only be conducted after an in-house inspection.

One resident who spoke at the meeting, John Corning of Newark Avenue, praised the surveyors, saying their visit to his home was brief and professional. In tax revaluations, most experts advise that a "rule of thirds" most often applies: a third of properties face a higher tax bill, a third see their bill reduced, and a third remain about the same.

Some Ewing homeowners face steep tax hikes under revaluation program

Mar 19, 2019



Ewing Mayor Bert Steinmann delivers a victory speech at township Democratic headquarters Tuesday Nov. 4, 2014.
Jackie Shear — The Trentonian

EWING — Homeowners are facing steep tax hikes in certain parts of Ewing this year as a direct result of the township's revaluation process.

Tom Chianese, who lives near Mountain View Golf Course and Trenton-Mercer Airport, said his neighborhood is being hit hard under the new property assessments.

"My taxes went up over $2,000," he said Tuesday in an interview with *The Trentonian*, adding his property is now assessed at $368,000 from $200,000.

A revaluation program seeks to spread the tax burden equitably and fairly within a municipality, according to information posted on the township's website. "Real property must be assessed at the same standard of value to ensure that every property owner is paying his or her fair share of the property tax."

Real estate values in trendy areas near Mountain View Golf Course and Jacobs Creek have substantially increased in the years since Ewing last did a revaluation in 1992. Other parts of Ewing did not produce the same level of household appreciation, creating an imbalance or deviation.

Seeking to restore the balance, the Mercer County Board of Taxation ordered Ewing Township to complete and implement a revaluation by the year 2019, a process reviewed by the New Jersey Division of Taxation.

A private company, Professional Property Appraisers Inc. of Cinnaminson, conducted this year's township-wide revaluation — a feat that had not been done in more than 25 years.

With the township finally implementing its first revaluation in ages, "Why did it wait so long?" Chianese asked. "Who is responsible for it?"

When reached Tuesday for comment, Ewing Mayor Bert Steinmann said future revaluations should be conducted more frequently.

"I don't like this 25-year revaluation," he said. "I think they should do it more than that so people don't get sticker shock."

About 60 percent of Ewing's property owners are experiencing estimated tax decreases under the current reval, according to Steinmann, who said he is looking at an estimated $300-to-$400 tax increase on his residential property.

Residents who own Madison condominiums off Lower Ferry Road are seeing sizable tax decreases under the revaluation, according to Steinmann.

"The Madison, they went down substantially with their tax rate because they were overvalued," he said.

Revaluations level the playing field and ensure residents pay their fair share of property taxation. In addition to Ewing, the Mercer County Board of Taxation in recent years also ordered Hamilton Township and Trenton to conduct a revaluation of all real property.

Could a mayor take proactive steps to conduct more timely revaluations?

"I don't know if a mayor can do it," Steinmann said. "I don't know whether we could by ourselves say we are going to reval the town, but I would say 25 years is too long."

Steinmann understands that some of his constituents are facing steep tax hikes because of the belated reval, particularly those who live near the Mountain View Golf Course. As such, the mayor is proposing a lean budget for 2019 that will focus on necessities and not bells and whistles.

"I still have to make some cuts with some capital projects we wanted to do in the town, but we cut some of them back," he said. "I think we have a pretty decent budget without incurring any more debt to our citizens."

"Basically, we only want in the budget what is the actual need for the department as opposed to what is the actual want," he added. "Everybody had a capital project they wanted to do. ... There are some things I would have probably liked to have had, but it wasn't a necessity."

Ewing property owners who disagree with their new assessments may appeal to the Mercer County Board of Taxation by May 1.

A number of township residents sat down with the appraisal company to discuss their new assessments, according to Steinmann, who said the township has not had much backlash from the revaluation process to date.

"You can count on both hands the amount of people who called me about it," he said. "There was no big outcry."

PROFESSIONAL PROPERTY APPRAISERS, INC.

SCOPE OF SERVICES

SCOPE OF SERVICES

Included in this section is the **Schedule of Line Item Fees** which outlines per line item costs.

Also included are:

Appendix A- Property Classification Summary

Appendix B-List of Project Manager (s) to be responsible for entire project

Appendix C-Background Release Consent Form

Appendix D-Breakdown of Major Tasks of Revaluation Project

Appendix E-Quality Assurance Worksheet

PROFESSIONAL PROPERTY APPRAISERS, INC. REVALUATION PROJECT
SCHEDULE OF LINE ITEMS FEES

Per Line Item Costs:

	LINE ITEMS		UNIT COST PER LINE ITEM	TOTAL COST
1	VACANT LAND	286	$ 30	$ 8,580
2	RESIDENTIAL	13,349	$ 75	$ 1,001,175
3A	FARM REGULAR	0	$ N/A	$ 0
3B	FARMLAND	0	$ N/A	$ 0
4A	COMMERCIAL	441	$ 250	$ 110,250
4B	INDUSTRIAL	32	$ 250	$ 8,000
4C	APARTMENTS	51	$ 250	$ 12,750
15A	EXEMPT PUBLIC SCHOOL	19	$ 60	$ 1,140
15B	EXEMPT OTHER SCHOOL	10	$ 60	$ 600
15C	EXEMPT PUB. PROP.	336	$ 60	$ 20,160
15D	EXEMPT CHARITABLE	80	$ 60	$ 4,800
15E	EXEMPT CEMETERIES	3	$ 60	$ 180
15F	EXEMPT MISC.	87	$ 60	$ 5,220
	TOTAL LINE ITEMS:	**14,694**		**$ 1,172.855**

TOTAL COST OF REVALUATION PROJECT:
One Million, One Hundred Seventy-Two Thousand, Eight Hundred Fifty-Five Dollars

(Line items over and above the current total listed above, are to be billed as extras for the unit costs shown above for each classification of property.)

Short Narrative Appraisals-DETERMINED ON AN INDIVIDUAL BASIS

Hourly Rate for Defense of Appeals $150/hour

SIGNATURE: _____ DATE: March 31, 2023

BRIAN SCHNEIDER, PRESIDET

APPENDIX A

TOWNSHIP OF WEST ORANGE

PROPERTY CLASSIFICATION SUMMARY

PROPERTY CLASSIFICATION	NUMBER OF LINE ITEMS
VACANT LAND (Class 1)	286
RESIDENTIAL (Class 2)	13,349
FARM QUALIFIED (Class 3A)	0
FARM REGULAR (Class 3B)	0
COMMERCIAL (Class 4A)	441
INDUSTRIAL (Class 4B)	32
APARTMENTS/MULTIFAMILY (Class 4C)	51
EXEMPT PUBLIC SCHOOL (Class 15A)	19
EXEMPT OTHER SCHOOL (Class 15B)	10
EXEMPT PUBLIC PROPERTY Class 15C)	336
EXEMPT CHARITABLE (Class 15D)	80
EXEMPT CEMETERIES (Class 15E)	3
EXEMPT MISC. (Class 15F)	87

NOTE: THE PROPOSAL PRICE SHALL BE BASED UPON THE ABOVE LINE ITEM COUNT. ANY REQUIRED CHANGES TO THE LINE ITEM COUNT BY THE TAX ASSESSOR LISTED HEREIN SHALL NOT BE USED TO ADJUST SAID PROPOSAL AMOUNT.

APPENDIX B

LIST PROJECT MANAGER/SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT

James Duda, CTA, or

Richard Buscemi, CTA, or

Patrick Dymond, CTA, or

Sean O'Sullivan, CTA, or

Ronald Breining, CTA

APPENDIX C

BACKGROUND INVESTIGATION RELEASE

TOWNSHIP OF WEST ORANGE POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorizes the Township of West Orange or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

_____
NAME (PLEASE PRINT OR TYPE)

_____
DRIVER LICENSE NUMBER

_____ DATE _____
SIGNATURE

_____
WITNESS

APPENDIX D

TOWNSHIP OF WEST ORANGE

BREAKDOWN OF MAJOR TASKS OF REVALUATION PROJECT

BREAKDOWN OF PAYMENT SCHEDULES

	PROJECT TASK		TASK %	VALUE
1.	**PLANNING, ORGANIZATION and PERFORMANCE BOND POSTED**		10%	$ 117,286
2.	**DATA COLLECTION (Using BRT's PRC Powerpad) (25% OF TOTAL)**			
	A.	RESIDENTIAL & VACANT LAND	15%	$ 175,928
	B.	COMM/IND/APT. PROPERTIES	5%	$ 58,643
	C.	EXEMPT PROPERTIES	4%	$ 46,914
	D.	FARM PROPERTIES	1%	$ 11,728
3.	**ANALYSIS and VALUATION (20% OF TOTAL)**			
	A.	RESIDENTIAL and VACANT LAND	10%	$ 117,286
	B.	COMM/IND/APT. PROPERTIES	5%	$ 58,643
	C.	EXEMPT PROPERTIES	4%	$ 46,914
	D.	FARM PROPERTIES	1%	$ 11,728
4.	**FIELD REVIEW (20% OF TOTAL)**			
	A.	RESIDENTIAL and VACANT LAND	10%	$ 117,286
	B.	COMM/IND/APT	5%	$ 58,643
	C.	EXEMPT PROPERTIES	4%	$ 46,914
	D.	FARM PROPERTIES	1%	$ 11,728
5.	**TAXPAYER HEARINGS**		10%	$ 117,286
6.	**PROJECT FINALIZATION**		5%	$ 58,643
			90%	$ 1,055,570
7.	**RETAINAGE**		10%	$ 117,286
	TOTAL		**100%**	**$ 1,172,855**

3/9/23

APPENDIX E
SUMMARY SHEET
RESIDENTIAL QUALITY ASSURANCE WORKSHEET

BLOCK:_____ LOT:_____ QUAL:_____ VCS:_____

PROPERTY LOC:_____

FIELD REVIEWED:
EXTERIOR: SALES: _____ RANDOM SAMPLE: _____
INTERIOR: SALES: _____ RANDOM SAMPLE: _____

EMPIRICAL DATA REVIEWED

ELEMENTS	AS RECORDED BY INSP.	REVIEWER
1. BUILDING SKETCH		
2. STYLE and STORY HEIGHT		
3. BASEMENT / CRAWL / SLAB		
4. ROOM COUNT		
5. FINISHED BASEMENT.		
6. BATH COUNT		
7. HEAT TYPE		
8. CENTRAL A/C		
9. FIREPLACE(S)		
10. WD/PATIO/BI POOL		
12. LAND ARE CALCULATION		
TOTAL		

CONCLUSION

VCS: ACCEPTED _____

VCS: REJECTED TO BE REVIEWED _____

SUPERVISOR / REVIEWER _____ DATE _____
SIGNATURE

AGREEMENT

THE TOWNSHIP OF WEST ORANGE
ESSEX COUNTY
NEW JERSEY

AND

REVALUATION COMPANY'S NAME

FOR THE

REVALUATION OF ALL REAL PROPERTY

SITUATED IN THE

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

This Contractual Agreement make as of Month ___, 2023, between the Township of West Orange (hereinafter "Township") a public instrumentality of the State of New Jersey and REVALUATION COMPANY'S NAME having its principal place of business REVAL CO ADDRESS, (hereinafter the "Company").

WITNESSETH:

WHEREAS, the Township, desires to enter into this Agreement (based on the RFP issued) and in accordance with the State of New Jersey Fair and Open Process of the Pay-to-Play Law, (N.J.S.A. 19:44A-20.5, *et seq.* and the Local Public Contracts Law, (N.J.S.A. 40A:11-1, *et seq.*) with the Company for the Revaluation of all property for the Township of West Orange; and

WHEREAS, the said Company, for and in consideration of the payments hereinafter specified and agreed to be made by the Township, hereby covenants and agrees to commence and complete the work as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. Scope of Services:

As set forth in the Request for Proposal (RFP) and the Company's Response to the RFP, annexed hereto under Exhibit I and which form a part of this Contractual Agreement by reference, the Company agrees to perform a complete and comprehensive revaluation program of all real properties located within the Township of West Orange as illustrated on the Property Classification Schedule, attached hereto under **Appendix A** of this Contract, for use by the Tax Assessor in accordance with this contract and the associated contract documents, all of which are annexed hereto and which form a part of this contractual agreement.

The Company agrees to provide all services necessary to timely and accurately appraise each parcel of real estate and each real property improvement which are within the Township of West Orange's municipal boundaries according to its fair market value according to N.J.S.A. 54:4-1 *et seq.* In addition,

the Company shall meet all of the standards and provisions for revaluation specified in N.J.A.C. 18:12-4.8, 4.9, 4.10 and 4.11 *et seq.*

The revaluation requested under this RFP requires the Company to adhere to all applicable requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), in particular Standard 6, entitled "Mass Appraisal, Development and Reporting."

The Company agrees that the General Coefficient of Deviation shall be less than fifteen percent (15%) the subsequent year after the revaluation is completed. In the event, that the General Coefficient of Deviation exceeds the criteria as outlined in N.J.A.C. 18:12A-1.14(i), the year after the revaluation is completed said Company shall revalue/reassess including the re-inspection (interior and exterior) any and all property necessary to achieve a General Coefficient of Deviation of less than fifteen percent (15%) as a part of the contract price specified herein.

The Company agrees to sketch and appraise all properties utilizing the three approaches to value (Sales Comparison, Cost and Income) where applicable and to use acceptable methods, forms, manuals and software authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated utilizing the BRT's Computer Assisted Mass Appraisal System, BRT's Image software and BRT's PRC Powerpad electronic data collection system utilizing tablet computers in accordance with the specifications outlined under Section 19 of this agreement and so stated elsewhere. **No conversion of CAMA data will be accepted and no exceptions to these requirements shall be permitted.**

The Company shall send out Further Statements under the Township's letterhead and Tax Assessor's signature to all Exempt Properties (Class 15D, and 15F) getting an exemption from real estate taxes. The Company shall request the Further Statement information by certified mail, return receipt requested and said mailing costs for these statements shall be at the Company's expense and included as part of their Proposal amount. The Company shall also prepare a separate list of tax-exempt properties indicating the full value of such property utilizing the applicable approaches to value (Cost, Sales Comparison and Income) and a sketch of the improvements as if taxable.

The Company, if applicable, shall value lands qualified under the Farmland Assessment Act of 1964 in accordance with its applicable farm-qualified value as well as its value according to its highest and best use if not a qualified farmland considering such property class to exist in said municipality. A minimum set of exhibits shall be required as specified herein.

The Company shall acquaint the Tax Assessor and staff in the use of procedures, standards and records used for making each property appraisal in order that the assessing office will be able to check the work as it progresses, and apply the same methods, standards, and procedures to new or altered properties in subsequent assessment years. Information utilized in completing the revaluation shall be provided to the Tax Assessor outlining the methods, guidelines and procedures utilized during the process.

Work shall be required to commence within thirty (30) days of the effective date of awarding this contract which is subject to the Director of the Division of Taxation Approval and appropriate funding.

This Contractual Agreement shall be for a term of one (1) year commencing upon issuance of a notice to proceed. This Contract may be extended, subject to the requirements under the applicable law and Municipal Governing Body approval. This Contract may be extended provided that: 1) The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the services are being performed in an effective and efficient manner; 2) No such contract shall be extended so that it runs for more than a total of five (5) consecutive years; 3) There will be no price change; 4) The terms and conditions of the contractual agreement substantially remain the same.

The revaluation must be completed by January 10, 2025.

2. Price:

The Township of West Orange agrees to pay the Company **$INSERT COST** in accordance with the terms of the payment contained hereinafter.

There shall be no advance payments made to the Company.

The Township of West Orange will not pay the Company for any additional properties discovered and/or not covered by the Property Classification Schedule attached hereto.

The Company shall prepare a breakdown of functions to be carried out during this revaluation project and place a dollar value for each function which shall be subject to the approval of the Tax Assessor and County Tax Administrator. This breakdown is outlined and attached to this contract with summary sheet attached as **Appendix D**. This breakdown is a material part of this contract, shall be the basis for payments, and is to be completed as part of the executed contract documents.

The revaluation project will commence immediately upon receipt of an acceptable performance bond, approval by the Director of the Division of Taxation of New Jersey and approved funding, if required. Payments to be made to the Company under this contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Tax Assessor at the end of each payment period. The dollar values to be utilized are outlined in **Appendix D** of this contract and are subject to an adjustment of minus a retention of Ten (10%) of the contract amount.

Billings for payment under this contract must be received no later than the 15th day of each month to allow sufficient time for review and certification. Billings properly filed and approved shall be process and payment mailed to the Company if found to be in order and approved.

As previously stated, this contract calls for a minimum retention of Ten (10%). The contract retention will be paid out in the following manner. Five percent (5%) of the ten percent (10%) being retained shall be payable upon completion of the first year's County Tax Board appeal season. The remaining Five percent (5%) of the Ten percent (10%) shall be payable upon completion of the second year's County Tax Board appeal season. The Bond shall remain effective for the entire project including thru the second year of County Tax Board appeals.

3. Contract Contingencies:

This Contract is contingent upon approval by the Director of the Division of Taxation and shall not be effective until such approval is noted on the approval page provided within this agreement.

The Company shall not have the authority to vary, alter, amend, or change this contract, without receiving prior written approval from the Tax Assessor, the Township of West Orange, Surety Company and the Director, Division of Taxation. The Company shall be responsible for any and all work performed by any subcontractors.

The Township of West Orange may elect to hire a project liaison/Class 4 review appraisal expert who shall assist the Tax Assessor throughout the project. The Company shall fully cooperate with those professionals throughout the project and shall timely share any information requested.

The Company shall not sell, transfer or otherwise dispose of this Contract or its interest therein to any other parties without receiving prior written approval from the Tax Assessor and the Township of West Orange.

4. Conflict of Interest:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.5 concerning Conflict of Interest.

No Commissioner or employee of the Essex County Board of Taxation and no assessor of a taxing district within Essex County or employee of the Township of West Orange shall have an interest whatsoever, directly, or indirectly, as an officer, stockholder, employee, or any other capacity in the Company.

No Company referred to in N.J.A.C. 18:12-4.4(a) 7 shall represent any property owner(s) or taxpayer(s) filing a tax appeal with respect to a revaluation by the Company.

No Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives and/or employees shall have current or prior employment or interest in a company who performs real estate valuation services on behalf of property owners or their legal representative in any tax appeal litigation against municipalities.

The successful Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, employees are prohibited from representing a Township of West Orange property owner as an expert witness or perform valuation services against the Township in a tax appeal proceeding (County or State) for a period of fifteen (15) years from January 1, 2025.

5. Company Qualifications:

The Company shall meet standards as set forth by the Director of the Division of Taxation and N.J.A.C. 18:12-4.3. In addition, the company shall supply said Director with any information which may be required from time to time during the duration of this project.

The Company shall supply the Township of West Orange with one (1) copy of three (3) years of certified financial statements from an independent accountant as required.

6. Company Personnel:

At a minimum, the Company, its personnel/employees shall meet the requirements and qualifications as prescribed under N.J.A.C. 18:12-4.6. Wherever this contract calls for a greater/increased standard the higher standard shall prevail over the applicable New Jersey Administrative Code(s).

Principals of the Company shall have at least ten years of practical and extensive appraisal experience in the valuation of the various classes of real property.

Supervisors of the Company shall have ten years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least four years of this experience must have been in the mass appraisal field within the last three years.

All personnel determining final land values shall have at least ten years of practical and extensive appraisal experience in the valuation of this class of property.

All field inspectors shall be compensated on an hourly basis, not a per parcel basis.

All personnel involved in valuing commercial, industrial, and multi-family (five or more) units must show proof of expertise in the valuation of income-producing properties. All commercial, industrial, and apartment building of 4 units or greater shall be appraised by a holder of a commercial level designation of a nationally recognized professional appraisal organization and/or shall be a Licensed Certified General Real Estate Appraiser (SCGREA) in New Jersey. If requested, the designated appraiser shall show proof of expertise in the valuation of apartments, hotels, marinas, mobile home parks, motels, nursing homes, offices, and shopping centers by submitting a list of such properties appraised during the last three years.

Field personnel and/or field inspectors shall have a minimum of **6 months** actual revaluation field inspection or appraisal experience pertaining to their phase of work and shall be generally aware of other phases of the revaluation project prior to starting field work. A resume including references shall be summarized and submitted with the Company's proposal for review by Township officials. All field personnel shall be subject to a written test of basic general skills relating to their functions if required by the Tax Assessor of the Township of West Orange. The test will be prepared by the Tax Assessor and administered to these persons at any time upon request by the Assessor prior to or while work is ongoing on this project. A minimum of six (6) full time field inspectors shall be provided during the field data collection phase of this project so as to meet the project completion schedule.

The Company shall submit a resume outlining the qualifications and relevant experience of each principal, supervisor, land valuator, and commercial, industrial, or multi-family valuators as well as field personnel assigned to this project. Additionally, the Company shall identify if any employee is currently a sitting Tax Assessor within the State of New Jersey and in which municipality they hold such office. The Company shall submit the names, residence addresses, education, and prior experience of each employee to the Tax Assessor before work is started by any employee.

The Company shall designate a qualified and responsible Project Manager to supervise the operation of the Company's staff for the entire project. (Complete **Appendix B**) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The project manager/supervisor shall have at least ten years of experience in mass appraisal work and at least five years in the capacity of a reviewer. This designated individual(s) shall make themselves(s) available to the Tax Assessor and/or the County Tax Administrator for consultation throughout the project.

The Tax Assessor reserves the right and discretion to request a replacement project manager at any time in the interest of the Township of West Orange obtaining the highest quality revaluation results. The Company shall provide a qualified replacement project manager that is acceptable to the Tax Assessor within 5 days of written notice or be subject to a $500.00 per day penalty for every day that a qualified and acceptable replacement project manager is not in place to manage the Township's revaluation project.

The Company shall supply the Tax Assessor with driver's license numbers, vehicle license plate numbers and make of vehicle or vehicles that will be used by field personnel. Additionally, all employees working on the revaluation must supply their home address, and home and cellular telephone numbers.

All field inspectors are to wear a Company shirt (short or long sleeve) or reflective vest of the same design and color with the Company name and logo so they may be easily identified by property owners and municipal officials when performing any inspection work for the Township. Failure to wear the required Company shirt may result in the field inspector being removed from the project for the day. If non-compliance persists the field inspector shall be removed from the project.

The Company personnel assigned to the project shall wear an identification badge issued by the Township of West Orange Police Department which shall contain an up-to-date photograph of the

employee. This identification tag must always be worn on the outside of their clothing and conspicuously displayed. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced (see above mandatory Company shirt requirement).

The Company shall require all personnel performing work on this project to authorize a background investigation of said employee by submitting a release as attached to this contract as **Appendix C**. This investigation may include a National Criminal Information Center report (NCIC) and driver's license reviews and be conducted by the Township of West Orange police department. Additionally, the company shall provide proof of citizenship for all of its employees that will be working on the revaluation. Either an I-9 or passport will be acceptable. **Any and all costs associated with the aforementioned background checks are the sole responsibility of the Company.**

Upon written notice to the Company's project manager, at no additional cost, the Tax Assessor may request that additional personnel be assigned to any phase of this revaluation project in order to meet the schedule of any project work. Noncompliance with this request is considered grounds to invoke the liquidation clause of this contract. Such determinations shall be at the sole discretion of the Tax Assessor.

Upon written notice to the Company's project manager, the Tax Assessor may request removal of any person from this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner.

Any change in personnel employed under this contract shall be immediately submitted to the Tax Assessor and the Essex County Tax Administrator in writing. The municipality may demand replacement of supervisors and field personnel who, in its opinion, are not performing adequately.

7. Office Space, Telephone Access and Computers:

The Municipality will attempt to provide for office space for field personnel and access to computer equipment on a limited basis for encoding of the property description data, if available. The Company shall provide as a part of the contract price a fully functional office in the State of New Jersey including but not limited to office space, furniture, computers, equipment, telecommunication data lines and other items required in connection with this project at its own expense. This includes any communication equipment, hardware, software, data lines or access fees necessary to connect to the Township's computer vendor BRT's Communications, Inc.

The Township of West Orange has the irrevocable right to deduct up to $500.00 per day (Liquidation Damages) from any funds if the Company fails to comply with this requirement within 90 days of the contract being awarded. The Tax Assessor shall be provided proof that the Company has an operating and fully functional office in the State of New Jersey as described above along with a list of telephone numbers being used by Company personnel in order to maintain communications between parties to this agreement.

8. Public Relations:

During the progress of this project, the Company and its employees will endeavor to promote understanding, transparency of the process and amicable relations with taxpayers and the general public. The Company and the Township of West Orange will endeavor to orient and educate all interested persons as to the revaluation project through a website (requirement to be discussed separately in the next section), newspaper articles, press conferences, public information mailings and

meetings, and other publicity as required and determined by the Tax Assessor. Any informational materials shall be presented to the Tax Assessor for review and approval prior to release, publication or posting.

The Tax Assessor shall arrange speaking appearances at meetings of homeowners, condominium associations, community groups and business groups and the Company shall furnish qualified speakers in order that the purposes, methods, and procedures of this revaluation program can be explained to as many interested persons as possible. Meetings with homeowner and community groups should be scheduled prior to the commencement of field inspections within the group's sector of the Township of West Orange where possible and/or requested. The necessity and number of meetings will be determined at the Tax Assessor's discretion for the purposes of this revaluation project.

The employees of the Township of West Orange and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and timely supplying all possible requested information within statutory requirements and limits to every interested taxpayer; however, each field inspector shall be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation or taxes of the real property and/or buildings, since any information is preliminary in nature at that point in time. This restriction will be strictly adhered to and any violation will be just cause for the Tax Assessor to request that the employee be removed from work on this project.

These requirements for public relations are a minimum. The Company should detail additional public relations efforts as this is a critical part of a successful revaluation program. The Company, subject to prior approval from the Tax Assessor, may also substitute other methods to achieve effective communications among the community. Those methods need to be described in detail how they will advance the public relations efforts of the revaluation process.

9. Company Web Site:

As a part of a comprehensive public relations program and in order to foster transparency of the revaluation process the Company shall have a website where interested parties can obtain information about the revaluation on-going in the Township. All revaluation correspondence sent out shall reference the website and provide a general description of its content.

The website content, at a minimum, shall contain the following information and shall be updated *monthly*:

Information regarding the Company, its telephone number, e-mail address, information and facts concerning the revaluation process, an inspection schedule and progress of the revaluation;

Any cost relative to this provision(s) is the exclusive expense of the company.

10. Submission of Work:

Data shall be uploaded from BRT's PRC Powerpad electronic data collection system to BRT's's CAMA system daily. In addition, all digital images taken for each property shall be uploaded and attached as soon as possible prior to the completion of the revaluation project. Any cost relative to the provisions is the exclusive expense of the company.

11. Program Progress Reports:

The Company shall submit a schedule of all project work including projected dates of completion to the Tax Assessor prior to the contract being awarded. Therefore, on the 25th day of each month, detailed status report and supporting documentation outlining progress shall be submitted to the Tax Assessor until completion of the project. A detailed project work schedule shall be completed and submitted in conjunction with Contractor's proposal to the Township.

Liquidation Damages of up to $500.00 per day for any delays beyond 10 days shall be deducted for any balance due. The Company shall be notified in writing and given 10 days notice wherein to remedy any deficiencies and/or late reports (total of 20 days).

Monthly progress reports shall be filed directly with the Tax Assessor and the Essex County Board of Taxation on or before the 25th day of each month. . Periodically throughout this project, documentation relative to the valuation of properties shall be submitted to the Tax Assessor as requested.

12. Liquidated Damages:

The Company may require additional time to complete the revaluation program due to unforeseeable reasons unless the Essex County Board of Taxation grants an extension of the January 10, 2025 tax list filing deadline, the township may fine the Company five hundred dollars ($500.00) for each calendar day beyond January 10, 2025 filing deadline.

Completion is defined as all work finished including a fair and equitable value being calculated as of October 1 of the pretax year, which requires all field inspections, calculations/data entered in to the BRT's CAMA system, digital photos taken front, rear and accessory structures of every line item and entered in to the BRT's Image System, informal taxpayer public hearings, hearing maintenance and submission of all reports, as may be required by the Tax Assessor and/or the Essex County Board of Taxation during this revaluation project and the "Tax List" is able to be certified.

The Company shall not be responsible for delays caused by poor weather conditions, strikes, war, catastrophes, acts of God or actions by others not under the jurisdiction of the Company which might stop or delay the progress of work. No other justification or reason for delays of this project is acceptable.

13. Insurance and Bonding:

Indemnification

The Company shall indemnify and hold harmless the Township of West Orange from any lawsuit, litigation, demand or claim arising out of the revaluation contract including attorney's fees and costs in connection with the defense of any such claims. The Township shall be able to choose an attorney of its own at the customary hourly rate, if the Township is named in any lawsuit, litigation, demand or claim arising out of the revaluation contract, which fees shall be covered by the Company.

Insurance Requirements

The Company shall comply with all aspects of N.J.A.C 18:12-4.10 concerning Surety and insurance.

The Company shall carry the following insurance for the complete duration in the performance of its services and shall provide certificates of insurance evidencing its coverage prior to starting work on the revaluation. The certificates of insurance shall provide for advance notice to the Township of any subsequent modification or cancellation of the coverages.

A. The Company shall provide Workers' Compensation Insurance with coverage as required by the State of New Jersey.

B. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than $3,000,000 each occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage.

C. The Company shall provide Automobile Liability Insurance with a limit of not less than $1,000,000 for automobile coverage per occurrence/claim.

D. The Company shall provide Professional Liability Insurance of the type necessary to protect the Township from any professional liability arising under this Agreement. Said insurance shall be in an amount no less than $2,000,000 for any one claim.

E. The Company shall provide Excess Umbrella Insurance in the amount of $1,000,000 giving protection in excess of eh General and Auto Liability coverage.

The aforementioned policies shall name the Township of West Orange as an additional insured.

Performance Bond

A performance surety bond equal to the amount of this contract, executed by reputable bonding firm authorized to do business in the State of New Jersey shall be provided at contract execution. The surety bond shall be subject to a reduction of ten (10) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation at the conclusion of the second year of all appeals before the Essex County Board of Taxation.

A treasury listed bonding company is to be provided with an AB Best rating.

Copies of all insurance policies and the surety bond shall be provided to the Township of West Orange prior to the commencement of any work under the contract.

14. Quality and Progress Control:

The Company shall utilize a quality control program as outlined and attached to this contract as **Appendix E** or any other format approved by the Tax Assessor of the Township. The Company shall submit copies of all quality control reports to the Tax Assessor on a weekly basis for review so as to ensure that the program guidelines are being adhered to throughout the project.

If at any time during the contract period the quality and/or progress of the Company's work shall not be satisfactory to the Tax Assessor, the Township of West Orange reserves the unilateral right to terminate the contract upon thirty (30) days written notice directed to the principal place of business of the Company.

Thereafter, the Township of West Orange shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the contract.

15. Interpretations of Specifications and Contract:

Should a conflict in language arise within this contract as it relates to any State Statute or Administrative Code, said conflict shall be settled based on the increased/higher standard being applied to that portion of the contract language.

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Superior Court of the State of New Jersey, Essex County.

16. Confidential Nature of Project:

Disclosure of appraisal information to any individual, Company, or corporation, other than the Tax Assessor, the Essex County Board of Taxation, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law, the right to know laws and Open Public Records Act (OPRA) of the State of New Jersey.

All property record cards, computer assisted mass appraisal (CAMA) data, income & expense statements (Ch. 91 statements), empirical data, valuation data, all analysis and maps collected, created and/or calculated in connection with the revaluation is the property of the Township. Disclosure, reproduction, utilization or use of any such information in any manner without the express written consent of the Township attorney and Municipal Tax Assessor is strictly prohibited. The Township will reserve legal remedies and rights should the Company breach or fail to comply with this provision.

17. Conditions to be met by the Municipality:

The municipality shall comply with all aspects of N.J.A.C. 18:12-4.7 concerning their conditions to be met.

The Township of West Orange shall furnish the Company the following:

(a) One (1) large and One (1) small copies of the up-to-date tax map approved by the Director of the Division of Taxation or his designate indicating the real estate assessment numbering system.

(b) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Township of West Orange. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.

(c) Two (2) copies of the municipal zoning map.

(d) Access to any SR1A records required by the Company.

(e) Access to the abstracts of deed on file within the assessor's office as needed.

(f) Access to zoning approvals and building permits as received during the project.

(g) Letters of Introduction to facilitate the Company's access to properties for inspection and data collection purposes.

(h) Any other data that may be secured from the Township of West Orange subject to the approval of the Tax Assessor to assist the Company to determine the full fair value of the properties to be valued.

Upon the completion of the revaluation project the Company shall return all documents, records, maps, and any photographs acquired back to the Township of West Orange. At the request of the municipality the Company shall sign an affidavit attesting to same.

Note: Access to the Township's current or previous property record cards will be limited to obtaining the year built for improved properties. Consequently, the Township's current or previous property record cards and old computer assisted mass appraisal (CAMA) data will not be made available to the Company or its representatives for review, consideration, or consultation in any manner or under any circumstance during the revaluation of the Township without the sole permission of the Tax Assessor.

18. Property Inspection:

The data collection process is a critical part of the revaluation process! To often the public criticizes field inspectors/the revaluation process for not taking the time to walk through the entire property including all levels. Unless prohibited by a property owner and noted accordingly, all field inspectors are required as a part of this contract to view each room in a property to ensure the greatest accuracy and public confidence in the collection of field data. Therefore, the Township requires all field inspectors to be compensated on an hourly or salary basis, not a per parcel basis. Failure to do so is a violation of this contract and may result in the field inspector being removed from the project.

Prior to the beginning of field inspections, the revaluation company's project manager, and any other company representative(s) necessary will ride throughout the Township with the Tax Assessor to discuss the delineation of neighborhoods/VCS's, valuation peculiarities, demographics and other salient valuation criterion as required to thoroughly consider all factors necessary in establishing fair, equitable and uniform assessments throughout the Township.

The Township of West Orange will not be responsible for providing security protection for the Company's personnel during any field activities connected with this Contract. The Company is not restricted in any way from providing such security as they feel necessary at their own expense.

Prior to the commencement of field inspections, a schedule will be set up for the entire Township which outline the plan for field inspections. This will be done jointly by the Company and the tax assessor and will include neighborhood and personnel assignments. The purpose of this requirement is to permit the tax assessor to have an overview of the progression of the inspections.

Prior to the commencement of field inspections, public notice will be given of the schedule. This notice will be made through the Township of West Orange's local newspapers and through informational bulletins placed in Township Hall and the municipal and Company's web site as well as their local cable TV channel if applicable. The publicly posted schedule for inspections shall set forth the proposed time table and locations for inspections throughout Township of West Orange. The web site(s) and cable TV

announcements shall be updated monthly by the Company. Any cost(s) associated with this requirement are the sole responsibility of the Company.

Prior to the commencement of field inspections, notice of initial inspection shall be mailed to individual property owners, by neighborhood or other systematic method, advising owners that field inspectors will be in their neighborhood at given dates. Generally, initial inspections will be attempted within two weeks of this notice.

All field inspectors, including the project manager(s), must have an active cellular telephone or other personal communication device so as be easily reached if the need arises. A list of names and cellular telephone numbers shall be provided to the Tax Assessor.

This contract requires the measurement, drawing/sketching, inspection and verification of **100%** of the exteriors of every property and a goal of **95%** of the interiors of all properties within the Township. This requirement includes all taxable, tax-abated and tax-exempt properties. A careful inspection of each parcel shall be made after 9:00 AM but before 7:00 PM on any day, Monday through Saturday.

The Company shall notify the West Orange Tax Assessor's office of the location(s) of their field representatives and their activities weekly.

All Company personnel assigned to the project shall wear an identification badge issued by the Township of West Orange Police Department which shall contain an up-to-date photograph of the employee. This identification tag must always be worn on the outside of their clothing and conspicuously displayed. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced (see above mandatory Company shirt requirement).

All field inspectors are to wear a Company shirt (short or long sleeve) or reflective vest (over their clothing) of the same design and color with the Company name and logo so they may be easily identified by property owners and municipal officials when performing any inspection work for the Township. Failure to wear the required Company shirt may result in the field inspector being removed from the project for the day. If non-compliance persists the field inspector shall be removed from the project.

All structures (residential, commercial & exempt) are to be measured and sketched in BRT's CAMA system with a measuring tape and/or a state-of-the-art laser measuring device. No measuring sticks will be permitted to be used. A measuring wheel may be used for on site improvements (parking lots) and large class 4 buildings.

At the time of the property inspection, if an owner/occupant is not available, a calling card shall be left in a conspicuous place (NOT IN ANY MAILBOX) indicating the date and time of a second inspection. This card shall include a contact telephone number and an e-mail address should the owner/occupant/tenant desire to make other inspection arrangements. The type and design of said card is subject to the assessor's approval. The date and time of a second inspection shall be substantially different from that of the original inspection (Not same day, etc.)

If the owner/occupant/tenant is not available at the time of the second inspection, a second calling card shall be left in a conspicuous place indicating that the field inspector has attempted two visits and request the Township of West Orange/occupant to either return the card or telephone a given number or send an e-mail to arrange for an interior inspection. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged. The exact language shall be reviewed and approved by the Tax Assessor prior to release.

In cases where no entry is possible after three (3) attempts or an owner/occupant refuses to either set a mutually convenient appointment or allow entry to the premises, the Company shall assess that particular property at its highest reasonable value using professional appraisal methods and data available. **In no event shall a card be left requesting the owner/occupant/tenant to fill in information.** The Company shall notify the Tax Assessor in writing of these refusal(s) and estimations monthly. The electronic CAMA record shall reflect whether an interior inspection was made and whether it was a refusal or an estimate. Upon the completion of the inspection phase of the revaluation project the Company shall provide the assessor with a separate listing of all properties in block and lot order of all properties where estimates were prepared. Additionally, the percentage of successful interior inspections completed by the Company shall be provided to the assessor in accordance with this contract.

The Company shall immediately notify the Tax Assessor of any properties not found on the current tax list but discovered because of their field inspection. This report will permit adequate time to place an added/omitted assessment on the property, so all properties accurately appear upon the Township of West Orange Tax List.

The type of construction will be recorded in BRT's PRC Powerpad electronic data collection system via a pen based laptop computer each component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, kitchen (if updated or not) and quality, plumbing, fixtures, including whirlpool baths, number of rooms, actual and effective age, physical condition, physical, functional and economic depreciation and/or appreciation if applicable, general quality of construction, rent (if rented), and sales data.

Each property data field inspector shall record their name or code of the person making the inspection and the date of the inspection as well as obtain the signature of the occupant verifying that an interior inspection has been conducted in BRT's PRC Powerpad electronic data collection system. The signature of the party present at the time of inspection shall be requested and signed employing BRT's PRC Powerpad utilizing a tablet laptop computer.

In no case shall a field inspector attempt to enter or make an interior inspection where only a minor is present. The property owner or other responsible adult must be present at the time of any interior inspection(s). If the field inspector has doubts, they should leave a card and/or arrange to inspect the interior when a responsible adult is present. This restriction will be strictly enforced, and any violation will be just cause for the Tax Assessor to request that the employee be removed from the project.

This Contract requires the Company's sole method of data collection to be BRT's PRC Powerpad Electronic Data Collection Software utilizing a tablet computer laptops in the field.

Every evening each field inspector shall upload their day's data collection into BRT's CAMA system.

The format of the property record data collection card shall be as indicated on the Township of West Orange's computer system which is the BRT's CAMA System.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may make random spot checks throughout the Township of West Orange to verify that inspections are being conducted in an appropriate manner.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may accompany Company employees at any time during field inspections.

Properties which may be altered by building permits after field review but prior to October 1, 2024, shall be quantified on a Microsoft Excel spreadsheet and shall be field reviewed by the Company and provided to the Tax Assessor prior to finalization of value.

A final (100%) drive-by visual field inspection is required and review of all land and buildings be made upon completion of field and office computations by Company's Project Manager to ensure accuracy of all data recorded on a hard copy of the computer data files. The purpose of this review will be to account for and adjust for factors which may have a direct bearing on the market value of properties as well as to ensure a property's equitable relationship to surrounding properties. This review shall be accomplished by the Project Manager along with the Tax Assessor.

All field inspectors shall be compensated on an hourly basis, not a per parcel basis.

19. Computer Requirements:

The Company shall use BRT's Computer Assisted Mass Appraisal System (CAMA), BRT's imaging system and BRT's PRC Powerpad electronic data collection system utilizing pen-based laptop computers. No substitutes will be allowed or permitted, nor shall the Company be permitted to convert CAMA data from another vendor's software. The Company shall be responsible for paying all line or service charge fees in connection with the CAMA operation.

The Company shall computerize The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates so to be able to generate computer data files for residential properties.

The Company shall, when utilizing the Cost Approach to determine value, the Marshall Swift Commercial Estimator Valuation Computer Software program.

The Company shall, when utilizing the Income Approach to determine value of income producing or potentially income producing commercial, industrial, and apartment properties, create a template using Microsoft Excel Software. The Company shall create an individual property valuation data sheet on each property where the income approach is applicable. The data sheet shall include all key data elements necessary to understand and estimate the value of the property utilizing the income approach to value. The Company shall prepare a written report setting forth the factors used to develop the income approach valuation.

The Company shall, at the Company's cost, request income and expense statements (Chapter 91's), under the Township's letterhead, on any income-producing properties by certified mail, return receipt requested, pursuant to **N.J.S.A.** 54:4-34 under the Tax Assessor's signature. The Company shall transfer the data obtained to an Excel spreadsheet and shall deliver the spreadsheet to the Tax Assessor.

The Company shall integrate the (CAMA) system with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing districts Master File. The system must also be capable of producing the Added, Omitted, and Rollback Assessment valuation list(s) and any other information deemed necessary by the Tax Assessor.

The Company in consultation with the Tax Assessor shall build the data base. The data files shall include all items of information in connection with each property such as, but not limited to, the block and lot number, owner's name and mailing address, property location, property classification, zoning, land size, improvements interior listing, age of improvements, depreciation, pricing data for each improvement, and the final calculated values for land and improvements.

The Company shall provide to the Township of West Orange employees up to 75 hours of training in the operation of the computer programs so that assessment staff personnel will be able to update the data base as changes occur upon completion of the revaluation project.

Upon completion of the revaluation project, the Company shall turn over to the Township of West Orange all programs and documentation utilized by or prepared by the Company or that will be necessary for the Township of West Orange to maintain, update or expand the computerized appraisal system.

20. Photograph/Digital Color Image Requirements:

The Company shall depict, at a minimum for every property at least two digital color images, front and rear of each parcel/line item/building of real property, one digital color image of any accessory structure (Carriage House, Detached Garage and/or Shed), and one digital color image of any Built In Pool. The Company shall also take digital color images clearly depicting the size and nature of any other structures that affect the value of the property on which such structure is located.

The Company shall transfer/attach all photos to the corresponding parcel in BRT's CAMA system. If existing photos are in the CAMA system the latest photos should be reordered so that the newest photos appear first.

The Company shall take additional digital color photos necessary to identify a significant or unique valuation attribute, characteristic or feature that exists on a property that has a substantial positive or negative influence on the valuation of said property. All such pictures shall be properly and correctly identified.

The Company shall be responsible for all costs, charges and fees for all of the photographic requirements.

The Company shall not release any of the photos to any person or firm other than to the Township of West Orange.

21. Special Reports:

At the request of the Tax Assessor, the Company may be required to prepare reports not specifically set forth elsewhere in these specifications. These may include, but may not be limited to, spreadsheets for studies of values by neighborhood, impact reports, value change reports, general sales reports for specified periods of time, rental assumptions on class 4 properties and studies which compare pre-revaluation values to new proposed values / taxes (impact reports).

The Company shall, without exception, have the capability to generate reports based on sales prices, ratios, property type, property class, gross living area, room count, age of dwelling, lot size, zoning and neighborhood.

The Company shall have the capability of generating reports by neighborhood that compare sales prices to new proposed assessments and that present the ratios for each property in the report. Based on this information, the Company shall without exception, have the ability to develop coefficient of dispersion studies.

22. Land Valuation:

The Company shall collect and analyze all fair market land sales and demolition sales that occurred during the three years prior to the revaluation date in order to develop a market data approach. Any analysis or methodology utilized shall directly correlate to this market study.

The Company shall prepare a sample format to be approved by the Tax Assessor prior to the actual use in valuing the land component. The identification of market trends is important, and an analysis should be used to determine and document such trends. Analysis may include sales ratio studies, paired sales and the development of general, segmented, and stratified coefficients of deviation. Data shall be secured from all available sources, compiled, checked, and analyzed for the calculation of land values. Factors affecting the value of land such as location, shape, size, topography, access to roads, railroads, and easements, use, etc. shall be carefully considered.

The Company, in consultation with the Tax Assessor, if necessary, shall modify the existing VCS's and/or create neighborhood delineations/value control sectors (VCS's) which reflect the division of homogenous neighborhoods.

The Company shall value land utilizing the square foot area of each parcel. Front foot valuation method is prohibited. Valuing land under the front foot bases is unacceptable and prohibited. The Company shall establish site values for each parcel within the Township of West Orange utilizing the appropriate zoning requirements as a base, square foot area and value the square foot area in excess of the zoning requirement as surplus lands utilizing a minimal value per square foot. Any variations caused by parcel characteristics shall be determined as factors to be applied to the base cost to determine a final parcel valuation. Company field personnel must have sufficient knowledge and experience with valuations being affected by location, shape, size, topography, traffic, view, leases, railroads, wetlands, right of ways, easements and other forms of economic obsolescence.

Conservation easements, common areas and wetlands are to be valued uniformly throughout the Township of West Orange. Right of ways and easements are to be noted on the property data file and considered in the valuation process. If applicable, Qualified Farmland is to be valued according to its land use at rates provided by the State of New Jersey and at its highest and best use without farmland qualifications. In such instances, two value estimates will be required.

The Company shall identify, quantify, analyze, and value all abandoned Class II railroad properties located within the Township of West Orange in accordance with the applicable New Jersey Statutes.

The Company shall consider all State of New Jersey Department of Environmental Protection or Federal Environmental Protection Agency Declarations of Environmental Restrictions, Hazard areas, Groundwater Classification Exemption areas and other environmental deed restrictions, all of which must be noted in the property data file.

All land valuation calculations shall be recorded in the CAMA data files. All computations from the base rate to the final calculated value shall be shown in the CAMA data files.

The Company shall prepare a land value schedule reflecting the final determined land rates. Said land value schedule shall include the site value as required by parcel zoning, value per square foot when applicable and any adjustments to be applied to the base site due to parcel characteristics.

Upon conclusion of the project, this schedule will be turned over to the Tax Assessor for his future use.

23. Residential Valuation (including all applicable Exempt Properties):

The Company shall utilize the most recent edition of the New Jersey Real Property Appraisal Manual when appraising residential properties. Residential schedules shall contain all variations from the base in order to price all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches and garages. The schedules shall show prices for various sizes as well as types and grades of construction.

The Company shall collect, analyze, and create Microsoft Excel spreadsheets for all residential fair market sales that occurred during the three years prior to the revaluation date to develop the market data approach. The Company shall prepare a sample format to be approved by the Assessor that will be used in this approach to value. The identification of market trends is important, and a paired sales analysis may be used to determine and document such trends. In addition, the analysis should also include a sales ratio study by neighborhood VCS and by housing type & design.

If applicable, all farm buildings are to be properly measured, classified and valued. Two values are required for farmland: as qualified, and if not qualified specific documentation is required with proper exhibits for each parcel.

The cost conversion factor shall be determined through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after consultation with the Tax Assessor.

The depreciation factors shall be determined through market-oriented analysis. Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file and be explained in writing on the comments screen for each property. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used.

Photographs/digital images of all residential properties are to be in compliance with Section 20 therein entitled "Photograph Requirements."

24. Commercial, Industrial, and Apartment Valuations (including all applicable) Exempt Properties:

When determining value of all commercial, industrial and apartment properties, the Company shall utilize all applicable approaches to value recognized in the real estate appraisal industry and Tax Court case law.

For all Class 4 properties, each property record card file shall include a measured sketch of the structure(s) and all information used in estimating the assessed value for the property, including but not limited to a Marshall Cost Sheet (including the P-list), sales comparison valuation grid, a complete description of use(s), building and site improvement sketch/measurements (including ceiling heights), and income approach to value (outlining income, expenses & capitalization rate).

The Company shall utilize the Marshall Swift Valuation Service when determining value using the Cost Approach for applicable Class 4 properties.

The Company shall collect and analyze the local and regional market as necessary to evaluate all commercial, industrial and apartment market rates, rentals, and expenses to estimate supportable

indication(s) of value. In addition, all sales that occurred during the three years prior to the revaluation date shall be analyzed to develop all the necessary valuation approaches to value as of the applicable assessing date. The Company shall prepare an Excel spreadsheet sample format to be approved by the Tax Assessor that will be used in these approaches to value. The identification of market trends is important, and a paired sales analysis may be used to determine and document such trends. Analysis shall include unit values based on the type of property being analyzed, (e.g., apartments – $ per unit, office building – $ per square foot).

All properties that are income or are potential income-producing properties shall have a written report outlining the factors used to develop the income approach valuation.

In the case where no income and expense data were returned or made available the Company should estimate this information and an Excel spreadsheet should be made and submitted to the Tax Assessor and the Township's Review Appraiser for approval prior to setting a final value for each such property.

The Company shall analyze all income and expense statements received and investigate lease and rentals for the purpose of establishing economic rents and gross rent multipliers, when applicable.

Each component used in the construction of the Capitalization rates to be used for the different types of income producing properties shall be obtained from the market, documented, and discussed with the Tax Assessor and the Class 4 review appraiser/expert prior to estimating the final values on all Class 4 properties.

Site improvements such as lighting and paving are to be identified, enumerated and valued as accessory items as appropriate.

Depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional, and economic depreciation and/or appreciation observed by a field inspector must be recorded separately on the data file and explained in writing for each property when applicable. The final net condition is to be reflected in any calculations.

Photographs/digital images of all Commercial and Industrial properties are to be in compliance with section 20 therein entitled "Photograph Requirements."

In the comments section of the CAMA file (CAMA1 screen) the Company shall include a description of the property setting forth the total square footage of the building, number of units, number of buildings, a breakdown of the type of space (i.e. retail, office, apartment (number & type of units), warehouse, etc. & their corresponding square footage).

Prior to the Company's use in the revaluation, the Tax Assessor shall approve the capitalization rate(s), effective tax rate and other key metrics utilized in the income approach to valuation.

25. Commercial, Industrial, Apartment (Class 4) Valuation Review:

The Company agrees to work with the Township of West Orange's revaluation review appraiser/expert as follows:

- The Review Appraiser shall review all Class 4 properties where the newly assigned assessed value as directed by the Tax Assessor.
- The Review Appraiser shall review the top 10 Class 2 valued properties located in the Township prepared by the Company.
- The Company, the Review Appraiser and the Tax Assessor shall meet prior to commencement of Commercial, Industrial or Apartment property valuation(s) to decide upon key metrics utilized in valuing these types of properties. These items include but are not limited to base capitalization rates, equity dividend rates, mortgage constants, effective tax rates, vacancy and credit loss percentages, and operating expense ratios.
- The Review Appraiser shall report directly to the Tax Assessor who shall approve and communicate changes or recommendations to value(s) or methodology to the Company.
- The Company will provide the Review Appraiser with all data, digital photos, analysis and value estimates on the Class 4 properties and the top 10 class 2 valued properties located in the Township on or before November 10, 2024.
- The Tax Assessor shall be the sole determinant if the work performed by the Review Appraiser is satisfactory.

26. Billboard Valuation and Identification:

The Company shall as a part of this revaluation, identify and value for assessment purposes all billboards located within the Township of West Orange in accordance with Chapter 42, Public Laws of 2004.

The Company shall determine value by income, sales comparison, and replacement cost less depreciation.

Photographs/digital images of all Billboards are to be in compliance with section 20 herein "Photograph Requirements."

27. Cellular Telephone Antennas

The Company shall as a part of this revaluation, identify, report and value all cellular antenna towers or building mounted antenna located within the Township of West Orange.

28. Added Assessments and Partial Assessments:

The Company shall be responsible for valuation of all new construction, additions and alterations up to and including October 1, 2024. If a new home is under construction at the time of the field investigation, a notation of "P" for partial assessment shall be placed on the Mod IV and BRT's CAMA system. Prior to finalization of values, the Company shall conduct a field review of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the Company shall amend the record and shall value as if the improvement has been completed. If construction remains incomplete, the Company shall note the percentage of completion at the time of re-inspection.

The Company shall provide the Tax Assessor an Excel Spreadsheet for their review a description of the added assessment, including the Block, Lot, Qualifier, Property Location, a description of the added assessment, the dollar amount of the added assessment and number of months prorated for his records. Upon review and approval by the Tax Assessor, the Company shall be responsible for inputting the data into the Mod-IV tax record system in a timely manner as prescribed by the Essex County Tax Board.

The Company shall be responsible for providing the Tax Assessor with a Microsoft Excel Spreadsheet outlining all new and existing Partial Assessments and the percentage of completion including a description of same.

29. Neighborhood Delineation / VCS Map:

At the commencement of this project, the Company shall tour (physically drive) the Township of West Orange with the Tax Assessor, as necessary to review, establish or modify the existing neighborhood delineation/Value Control Sector (VCS) map. The map shall include the boundaries for each VCS/Neighborhood (Value Control Sector) delineated by the Company and include land use zone, the boundaries for each neighborhood control sector and any FEMA flood zones that exist throughout the Township.

Once approved by the Tax Assessor, the Contractor shall complete and transmit the VCS map in both a PDF format and in a 24" x 36" framed paper color copy to the Tax Assessor within 30 days of such approval.

30. Property Owner Notification and Property Owner Review Hearings:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.9 concerning Taxpayer review procedures. The Company shall not mail valuation notification letters to any property owner prior to prior to election day or November 10, 2024, whichever is later.

Upon determination of property values the Company shall, at its own expense, notify each property owner of the valuation by letter the form of which will first be approved by the Tax Assessor. The notice shall include a summary of the property data used to determine the valuation and shall advise the property owner of his/her right to attend an individual informal review of the valuation at a designated location within the Township of West Orange. The Company shall schedule sufficient time to fully review

and discuss valuations with all interested property owners. Informal reviews are to be completed before December 25, 2024.

The Contractor shall provide the Tax Assessor with a written record of each review hearing. The Company shall make no revisions resulting from taxpayer reviews without consent of the Tax Assessor. If a review hearing results in an assessment adjustment, the Company shall notify each such property owner of the adjustment to his/her property in writing by December 30, 2024.

31. Records and Computations to Become Property of the Township of West Orange:

The Company shall comply with all aspects of N.J.A.C. 18:12-4.11 concerning Delivery and summary.

Upon conclusion of all property owner reviews and acceptable revisions, the Company shall meet with the Tax Assessor to finalize all aspects of the revaluation. The Company shall transmit to the custody of the Tax Assessor the original of all records and computations pertaining to any appraisal of property in the Township of West Orange. The deliverables shall consist of, but not limited to:

1. All photos/digital images entered through the use of the BRT's Image program.
2. A completed Page 8 Formula.
3. The partial assessment Excel spreadsheet listing.
4. Neighborhood / VCS map.
5. Any Excel spreadsheet created that outline data relative to rentals utilized, operating statements of income properties, and capitalization rate studies.
6. Complete BRT's CAMA data,
7. Any other records or data the revaluation company deems relevant and/or essential.

32. Defense of Values:

The Company shall be responsible for defending all valuations that are appealed to the Essex County Board of Taxation for the Tax Years 2025 and 2026.

The Company shall provide a proper appeal defense on behalf of the Township of West Orange which shall include but not be limited to providing a witness to testify at the Essex County Board of Taxation as an expert on behalf of the Township of West Orange. The witness will hold a Certified Tax Assessor License or Licensed Real Estate Appraiser who holds a valid CTA, SCCREA or SCGREA license.

The witness shall have inspected the interior and exterior of property subject to appeal. The witness shall provide an appraisal comparison grid including three to five comparable sales showing all value adjustments for key features of the subject property and comparable sales and shall provide photographs of the subject property and comparable sales being utilized.

The Company shall bear all costs, charges and appraisal fees associated with the defense of the Township's valuations/assessments before the Essex County Board of Taxation for the 2021 and 2022 tax years.

33. Page 8 Formula Calculation:

The Company shall assist the Tax Assessor in calculating the Page 8 Formula on or about December 30, 2024 after values have been finalized and submitted to the assessor for review.

The final calculation of the Page 8 Formula shall be no later than January 10, 2025, or after hearings have been concluded and final changes made, whichever occurs FIRST.

34. Affirmative Action:

The Company is required to comply with the affirmative action requirements of P.L. 1975, c. 127, N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127) and Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 as amended, supplemented and the rules and regulations promulgated pursuant thereto, and the provisions set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts and other Township of West Orange Ordinances pertaining to affirmative action. See Exhibit F.

35. Quality and Progress Control

The Company shall utilize a quality control program as outlined and attached to this contract as **Appendix E** or any other format approved by the Essex County Board of Taxation. Upon request of the Tax Assessor or the Essex County Tax Administrator the Company shall submit copies of all quality control reports for review so as to ensure that the program guidelines are being adhered to throughout the project.

The Company shall submit monthly revaluation progress reports as outlined herein and in accordance with N.J.A.C. 18:12-4.8 (iii, iv and v).

Upon the conclusion of the valuation phase of the revaluation the revaluation company shall run a valuation impact report comparing the percentage change from the prior assessed value to the new proposed assessed value. The valuation impact report shall be run in block and lot order and in ascending order of percentage increase to percentage decrease. Said reports are to be submitted to the Tax Assessor for his/her review and use.

In addition, the Company will prepare a statistical report identifying the top 50 properties with the greatest increase in percentage change and identify 50 properties with the greatest decrease in percentage change in value. The Company shall submit the written report to the Tax Assessor and or his representatives at least ten (10) days prior to the filing of the official tax list with the County Board of Taxation.

36. Compliance with Federal, State and Local Law:

The Company shall comply with all applicable laws, ordinances, and codes of the United States, the State of New Jersey, and local governments within the State.

During the performance of this Contract, Contractor agrees that:

DISCRIMINATION IN EMPLOYMENT: Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, and Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this Contract and binding upon Contractor and its subcontractors. If the Township of West Orange is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the Township of West Orange reserves the right to deduct the outreach and training allocation from the contract. See Exhibit F.

DISCRIMINATION: It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

ADVERTISEMENTS: The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

NOTICES: The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of Contractor commitment and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

HANDICAP: The Contractor shall comply with N.J.S.A. 10:5-4.1 which prohibits any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practices against such a person unless the nature and the extent of the handicap necessarily preclude the performance of the particular employment duties.

COMPLIANCE WITH PROCUREMENT STATUTES: The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that Contractor has not and shall not violate the laws of the State of New Jersey relating to the procurement of or the performance of this Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any public employee or officer. Any violation of this provision shall be cause for West Orange to terminate this Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify West Orange in writing of any interest which any officer, employee or consultant of West Orange has in, or association with, any Vendor, sub-Vendor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

37. Termination of Agreement for Convenience:

The Township may terminate the Company's services in whole or in part for any reason at any time before completion. In that event, the Company, the Surety Company, the County Tax Board and the Director, Division of Taxation shall be given 20 days' notice of such termination specifying the effective date thereof. Compensation shall be paid to the Company pursuant to the terms therein for the work actually performed prior to such date. No damages of any nature shall be claimed against the Township of West Orange in the event it exercises its right of termination. The rights and remedies available to the Township of West Orange in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

All notices to be given by one party to the other under this Contract shall be considered given when sent by one party to the other by certified mail, return receipt requested, addressed as follows:

To the Tax Assessor:
Tax Assessor
Township of West Orange
66 Main Street
West Orange, NJ 07052

To the Company:
Insert Company Name
Insert Company Address

38. Indemnification:

The Company agrees to defend, indemnify protect, and save harmless the Township and its subsidiaries and its boards, employees, agents and servants from and against any and all law suits, claims, demands or damages of whatsoever kind or nature but only to the extent they arise out of any act, error or omission, or failure to exercise such care as is customary in the profession by the Company, its agents, servants and employees in the performance of any and all services pursuant to this Contract. Such indemnification shall include, but is not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, and judgments or otherwise.

The Company is an independent professional firm contracting with the Township to provide specialized services. The Company, its officers, partners, employees, agents, and servants are not to be deemed employees, agents, or servants of the Township. The Company assumes full responsibility for liability arising out of its conduct whether by action or inaction. The Township assumes no liability or responsibility for the acts of the Company, its officers, partners, employees, agents, or servants by virtue of entering into this Agreement.

39. Compliance with Public Contracting and Campaign Finance Laws:

The Company is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3), if the Company receives contracts in excess of $50,000.00 from public entities in a calendar year. It is each Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us

40. Americans with Disabilities Act:

The Contractor and the Township of West Orange do hereby agree that the provisions of the Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C.S. 12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract, Contractor agrees that the performance shall be in strict compliance with the Act. In the event Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, Contractor shall defend the Township of West Orange in any action or administrative proceeding commenced pursuant to this Act. Contractor shall indemnify, protect, and save harmless the Township of West Orange, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceedings or incurred in connection therewith. In any and all complaints brought pursuant to Township of West Orange's grievance procedure, Contractor agrees to abide by any decision of Township of West Orange which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against Township of West Orange, or if Township of West Orange incurs any expense to cure a violation of the ADA, which has been brought pursuant to its grievance procedure, Contractor shall satisfy and discharge the same at its own expense.

The Township of West Orange shall, as soon as practicable after a claim has been made against it, give written notice thereof to Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against Township of West Orange or any of its agents, servants, and employees, Township of West Orange shall expeditiously forward or have forwarded to Contractor every demand, compliant, notice, summons, pleading or other process received by Township of West Orange or its representatives.

It is expressly agreed and understood that any approval by Township of West Orange of the services provided by Contractor pursuant to this contract will not relieve Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless Township of West Orange pursuant to this paragraph.

It is further agreed and understood that the Township of West Orange assumes no obligation to indemnify or save harmless Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit Contractor's obligations assumed in the Agreement, nor shall they be construed to relieve Contractor from any liability, nor preclude the Township of West Orange from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

Execution of Contract

For The
TOWNSHIP OF WEST ORANGE
Property Revaluation Program

BY: _____
Susan McCartney, Mayor

Witnessed by:

_____
Karen J. Carnevale, Municipal Clerk

Insert Company Name

Witnessed by:

BY: _____
Insert Name, Title

_____

BY: _____
Insert Name, Title

DATE: _____ DATE: _____

State of New Jersey, Division of Taxation
Revaluation Contract Approval
For The
TOWNSHIP OF WEST ORANGE

The foregoing agreement is hereby approved this day of
, 2023, pursuant to P.L. 1971, Chapter 424.

_____
Director, Division of Taxation, State of NJ

DATE: _____

PROFESSIONAL PROPERTY APPRAISERS, INC.

SAMPLES

Included in this section are samples of supportive material PPA utilizes during the revaluation process as well as documentation of PPA's website homepage, and public relations samples.

a. Progress Report & Payment Schedule
b. Work Plan Time Schedule
c. Municipal Website Information
d. Q & A Brochure
e. Value Notice Sample
f. Impact Letter Sample
g. Initial Contact Letter Sample
h. Website Information
i. Residential Property Record Card
j. Residential Calculation Sheet
k. BRT screen samples
l. Digital Photo
m. Commercial Property Record Card
n. Marshall Swift Summary Report
o. Marshall Swift Detailed Report
p. Commercial Sales Sheet
q. Commercial Listing Sheet
r. Commercial Sales Ratio Report
s. Income & Expense Analysis

SAMPLE INVOICE

PROGRESS REPORT AND PAYMENT SCHEDULE TOWNSHIP OF JACKSON
PERIOD ENDING (Month), 2023

	%OF JOB	QTY	QTY THIS PERIOD	QTY TO DATE	% PHASE COMP THIS PERIOD	% PHASE COMP TO DATE	% JOB COMP TO DATE
START UP COST	10	14,694	0	0	0	0	0.00
ESTABLISH LAND VALUES	4	14,694	0	0	0	0	0.00
MEASURE & LIST	60						
VACANT		286	0	0			
FARM REGULAR/QUAL		0/0	0	0			
RESIDENTIAL		13,349	0	0			
COMMERCIAL, APTS & INDUSTRIAL		524	0	0			
EXEMPTS (IMPROVED & VACANT)		535	0	0			
		14,694	0	0	0	0	0.00
ENCODING	10	14,694	0	0	0	0	0.00
PRICING COMMERCIAL APTS, IND & EXEMPTS	6	836	0	0	0	0	0.00
FIELD REVIEW	5	14,694	0	0	0	0	0.00
NOTICE TO TAXPAYERS INFORMAL REVIEWS	4	14,694	0	0	0	0	0.00
CLEAN UP & TURNOVER	1	14,694	0	0	0	0	0.00
TOTAL	100%						0.00%

NOTE: Progress report and payment schedule, which is to be submitted monthly, is subject to adjustment of minus (-) 10% for retainage, per contract.

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

#	Element	responsibility	target / actual	2023 June	July	Aug	Sep	Oct	Nov	2024 Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
1	News Releases Prepared	J	T																					
			A																					1
2	Reval Office Set Up	R	T																					
			A																					2
3	Training - Firm's Employees	R	T																					
			A																					3
4	Training - Assessor's Staff	R	T																					
			A																					4
5	Mod IV Data Base Obtained	J	T																					
			A																					5
6	Tax Map Provided To Firm	A	T																					
			A																					6
7	SR1A's Provided to Firm	A	T																					
			A																					7
8	Data & PRC Format Approved	J	T																					
			A																					8
9	CRT Screen Formats Approved	J	T																					
			A																					9
10	Value Control Sectors Established	R	T																					
			A																					10
11	Value Control Sectors Approved	A	T																					
			A																					11
12	Class 1 Properties Inspected	R	T																					
			A																					12
13	Class 2 Properties Inspected	R	T																					
			A																					13
14	Class 4 Properties Inspected	R	T																					
			A																					14
15	Class 15 Properties Inspected	R	T																					
			A																					15
16	Class 3 Properties Inspected	R	T																					
			A																					16
17	Class 1 Field Data Accepted	A	T																					
			A																					17
18	Class 2 Field Data Accepted	A	T																					
			A																					18
19	Class 4 Field Data Accepted	A	T																					
			A																					19

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

#	Element	responsibility	target / actual	2023 June	July	Aug	Sep	Oct	Nov	2024 Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
20	Class 15 Field Data Accepted	A	T																					
			A																					20
21	Class 3 Field Data Accepted	A	T																					
			A																					21
22	Field Data Entered to EDP File	R	T																					
			A																					22
23	Land / Sales Map Prepared	R	T																					
			A																					23
24	Land / Sales Map Accepted	A	T																					
			A																					24
25	Cost Parameters Established	R	T																					
			A																					25
26	Cost Parameters Accepted	A	T																					
			A																					26
27	Chapter 91 Mailed	R	T																					
			A																					27
28	Chapter 91 Analyzed	R	T																					
			A																					28
29	Income Parameters Input to EDP File	R	T																					
			A																					29
30	EDP Value Programs Run	J	T																					
			A																					30
31	Narr. Appraisal Format Approved	n/a	T																					
			A																					31
32	Narr. Appraisals Prepared	n/a	T																					
			A																					32
33	Narr. Appraisals Accepted	n/a	T																					
			A																					33
34	Prelim. Value Report Printed	R	T																					
			A																					34
35	Prelim. Value Report Accepted	A	T																					
																								35
36	Prelim. Page 8	R	T																					
			A																					36
37	Prelim. District Sales Ratio Analysis	R	T																					
			A																					37
38	Prelim. Gen. Coefficient	R	T																					
			A																					38

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

#	Element	responsibility	target actual	2023 June	July	Aug	Sep	Oct	Nov	2024 Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
39	Prelim. Segmented Coefficient	R	T																					
			A																					39
40	Prelim. Stratified Coefficient	R	T																					
			A																					40
41	Data Format Tested with Mod IV	J	T																					
			A																					41
42	Taxpayer Review Procedures Est.	J	T																					
			A																					42
43	Taxpayer Value Notices Prepared	R	T																					
			A																					43
44	Value Notices Mailed	R	T																					
			A																					44
45	Values Submit to Mod IV Service	R	T																					
			A																					45
46	Taxpayer Reviews Held	R	T																					
			A																					46
47	Final Values Completed	R	T																					
			A																					47
48	Notices of Review Outcomes Sent	R	T																					
			A																					48
49	Changes Udated to Mod IV	R	T																					
			A																					49
50	All Documents Delivered by Firm	R	T																					
			A																					50
51	Tax Appeal Procedure Established	A	T																					
																								51
52	Final District Sales Ratio Analysis	R	T																					
			A																					52
53	Final Gen. Coefficient	R	T																					
			A																					53
54	Final Segmented Coefficient	R	T																					
			A																					54
55	Final Stratified Coefficient	R	T																					
			A																					55
56	Show Book Printing Authorized	A	T																					
			A																					56
57	Show Book Reviewed	A	T																					
			A																					57

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

#	Element	responsibility	target / actual	2023						2024														
				June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
58	Final Changes to Mod IV	J	T																					
			A																					58
59	Tax List Printing Authorized	A	T																					
			A																					59

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

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			A																					1
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13	Class 2 Properties Inspected	R	T																					
			A																					13
14	Class 4 Properties Inspected	R	T																					
			A																					14
15	Class 15 Properties Inspected	R	T																					
			A																					15
16	Class 3 Properties Inspected	R	T																					
			A																					16
17	Class 1 Field Data Accepted	A	T																					
			A																					17
18	Class 2 Field Data Accepted	A	T																					
			A																					18
19	Class 4 Field Data Accepted	A	T																					
			A																					19

REVALUATION WORK PLAN - TIME SCHEDULE

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			A																					24
25	Cost Parameters Established	R	T																					
			A																					25
26	Cost Parameters Accepted	A	T																					
			A																					26
27	Chapter 91 Mailed	R	T																					
			A																					27
28	Chapter 91 Analyzed	R	T																					
			A																					28
29	Income Parameters Input to EDP File	R	T																					
			A																					29
30	EDP Value Programs Run	J	T																					
			A																					30
31	Narr. Appraisal Format Approved	n/a	T																					
			A																					31
32	Narr. Appraisals Prepared	n/a	T																					
			A																					32
33	Narr. Appraisals Accepted	n/a	T																					
			A																					33
34	Prelim. Value Report Printed	R	T																					
			A																					34
35	Prelim. Value Report Accepted	A	T																					
																								35
36	Prelim. Page 8	R	T																					
			A																					36
37	Prelim. District Sales Ratio Analysis	R	T																					
			A																					37
38	Prelim. Gen. Coefficient	R	T																					
			A																					38

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

#	Element	responsibility	target / actual	2023 June	July	Aug	Sep	Oct	Nov	2024 Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
39	Prelim. Segmented Coefficient	R	T																					
			A																					39
40	Prelim. Stratified Coefficient	R	T																					
			A																					40
41	Data Format Tested with Mod IV	J	T																					
			A																					41
42	Taxpayer Review Procedures Est.	J	T																					
			A																					42
43	Taxpayer Value Notices Prepared	R	T																					
			A																					43
44	Value Notices Mailed	R	T																					
			A																					44
45	Values Submit to Mod IV Service	R	T																					
			A																					45
46	Taxpayer Reviews Held	R	T																					
			A																					46
47	Final Values Completed	R	T																					
			A																					47
48	Notices of Review Outcomes Sent	R	T																					
			A																					48
49	Changes Udated to Mod IV	R	T																					
			A																					49
50	All Documents Delivered by Firm	R	T																					
			A																					50
51	Tax Appeal Procedure Established	A	T																					
																								51
52	Final District Sales Ratio Analysis	R	T																					
			A																					52
53	Final Gen. Coefficient	R	T																					
			A																					53
54	Final Segmented Coefficient	R	T																					
			A																					54
55	Final Stratified Coefficient	R	T																					
			A																					55
56	Show Book Printing Authorized	A	T																					
			A																					56
57	Show Book Reviewed	A	T																					
			A																					57

REVALUATION WORK PLAN - TIME SCHEDULE

Municipality: West Orange Twp
Assessor: Jacob Nieman

#	Element	responsibility	target / actual	2023 June	July	Aug	Sep	Oct	Nov	2024 Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	
58	Final Changes to Mod IV	J	T																					
			A																					58
59	Tax List Printing Authorized	A	T																					
			A																					59

THIS DOCUMENT CAN BE MODIFIED TO YOUR MUNICIPALITY FOR RESIDENT INFO

THE REVALUATION OF OUR COMMUNITY

Questions That Are Often Asked When A Municipality Is Undertaking A Revaluation

WHAT IS A REVALUATION?

A revaluation is a program undertaken by a municipality to appraise all real property by a state certified revaluation firm within its borders according to its "full and fair value" at the same point in time.

The goal of a revaluation program is to spread the tax burden equitably throughout a municipality. Real property must be assessed at the same value standard to ensure that every property owner is paying his or her fair share of the property tax. For example, two properties having essentially the same market value should be paying essentially the same amount in property taxes.

WHAT IS MEANT BY "FULL AND FAIR VALUE?"

"Full and fair value" is the price at which the municipal assessor believes a property would sell for at a fair and bona fide sale by a private contract on October 1 of the pretax year. The sale must be between a willing buyer and a willing seller where the buyer is not obligated to buy and the seller is not obligated to sell. New Jersey courts have held "full and fair value", "true value" and "market value" to be the same.

WHY REVALUE NOW?

A revaluation is warranted when properties in a taxing district are being assessed substantially below or above true market value. In recent years the Xxxxxx County Board of Taxation advised the township to prepare for a revaluation since we are statistically in need. The last revaluation conducted was in XXXX. According to New Jersey Division of Taxation records, the average property in the township is assessed at only XX.XX% of market value for 20XX.

THIS DOCUMENT CAN BE MODIFIED TO YOUR MUNICIPALITY FOR RESIDENT INFO

WHO WILL CONDUCT THE REVALUATION?

The revaluation, approved by both the New Jersey Division of Taxation and the Xxxxxx County Board of Taxation, is under direct supervision of the municipal tax assessor. The township has entered into an agreement with Professional Property Appraisers, Incorporated to perform the township-wide revaluation.

WHAT OCCURS DURING THE REVALUATION PROCESS?

During a revaluation, both the interiors and exteriors of each property are physically inspected and building dimensions are noted. The exterior of the property may also be photographed by the data collector.

In addition, recent sales of comparable properties are analyzed and may be adjusted to estimate the value of property that has not been sold. Property, typically purchased for investment purposes, is studied in terms of its income-producing capability.

The Real Property Appraisal Manual for New Jersey Assessors, prepared by the New Jersey Division of Taxation, is used in estimating replacement cost values, especially for residential properties.

All information believed to influence value will be gathered, reviewed and analyzed in order to make a proper determination of each property's full and fair value.

A word of caution: Each data collector should have a photo identification visibly displayed. It should show the name of the municipality as well as the individual's name. The inspector should provide a Letter of Introduction on municipal letterhead that contains a telephone number for questions or concerns. Ask to see the credentials of anyone seeking to enter your home and **do not admit anyone who cannot produce this identification.**

WHAT IS EXPECTED OF PROPERTY OWNERS?

Equitable reassessment depends on the cooperation of property owners.

Interior inspections, especially, require that residents cooperate with the data collectors.

The validity of a market value depends on the collection of accurate data.

Property owners have a stake in the outcome of the revaluation program.

Any assistance a taxpayer can provide will aid in the total data collection process. If there is information you believe should be considered in the valuation, please inform the data collector. We will make every effort to cause property owners the least possible inconvenience.

Remember, the data collectors are not necessarily responsible for developing the market value estimate. Their job is usually to collect pertinent information to be used later as a base to develop the property's value.

THIS DOCUMENT CAN BE MODIFIED TO YOUR MUNICIPALITY FOR RESIDENT INFO

WHAT WILL DATA COLLECTORS LOOK FOR?

Data collectors will record such items as the type of interior wall construction, the number of bathrooms, type of heat, central air conditioning, size, and the percentage of finished attic and/or basement areas, in ground pools and number of fireplaces. The exterior inspection includes measurements of each structure, such as garages or other accessory buildings, determination of story height, roof structure, and type of foundation and exterior wall construction. The physical condition of the structure is noted to establish depreciation factors. All factors relative to market value are considered.

Examples of what would not be noted would be interior decorations, fences, window air conditioners, gas grills, and lawn furniture.

WHAT IF I'M NOT HOME?

If you're not home when the data collector visits your property, a notice will be left asking you to call for an appointment. Appointments can be scheduled on weekdays, evenings as well as Saturdays if need be. If the representative is unable to inspect your home or if you refuse entry, the interior information will be estimated which may cause your home's valuation to be at the highest level for your property type, so your cooperation will be greatly appreciated.

WILL MY TAXES GO UP?

Depending on the value of your property and relative tax levies, your taxes may increase, decrease or remain stable. Although the revaluation will result in an increase of nearly every individual assessed value, it does not necessarily mean that all property taxes will increase. Assessments are the base used to apportion the tax burden. The tax burden is the amount that your municipality must raise for the operation of county and local governments as well as the fire and school districts.

A revaluation does not necessarily mean an increase in taxes for every homeowner. The tax rate will go down significantly in 20XX to compensate for the increase in the assessed values. Since not all properties have appreciated in value at the same rate, some tax bills will go up, some will stay the same and others will go down.

WHAT IS A TAX RATE?

The tax rate is determined by dividing the tax levy (annual amount to be raised through taxation by the county government, schools and the municipality) by the total assessed value within the municipality.

HOW ARE TAXES CALCULATED?

(Assessed value ÷ 100) x Tax Rate = Amount of Taxes

THIS DOCUMENT CAN BE MODIFIED TO YOUR MUNICIPALITY FOR RESIDENT INFO

WILL TAXPAYERS BE INFORMED OF THEIR PROPOSED ASSESSMENT?

A notice of the new assessed values for each property will be mailed in the fall of 20XX. The impact of the new assessments will not affect the property owner's tax bill until the 20XX tax year.

WHAT IF A TAXPAYER IS DISSATISFIED WITH THE PROPOSED ASSESSMENT?

The notice of the new 20XX assessed value will explain how to arrange for a personal informal meeting with a representative from the revaluation firm to review the proposed assessment. Taxpayers attending the review should be prepared to support any disagreement regarding the appraised value of their property. For example, recent sales of similar or comparable properties are an indication of value. A recent purchase of the property may also help to support a view as to value. Also, the cost of recently constructed comparable buildings could support a belief of fair market value.

WHAT CAN A TAXPAYER DO IF HE OR SHE IS NOT SATISFIED AS A RESULT OF THE INFORMAL MEETING?

If for any reason a taxpayer is not satisfied with his or her assessed value for any given year the taxpayer has the right to file a formal appeal with the Xxxxxx County Board of Taxation on or before April 1st of that given year. (Extended to May 1st for the first year after the revaluation.)

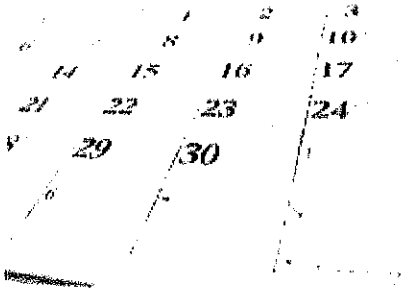
PROFESSIONAL PROPERTY APPRAISERS, INC.

A LICENSED REVALUATION FIRM
SPECIALIZING IN NEW JERSEY

PHONE 1.866.957.1388 FAX 856.764.1453 EMAIL CONTACT@PPAREVAL.COM

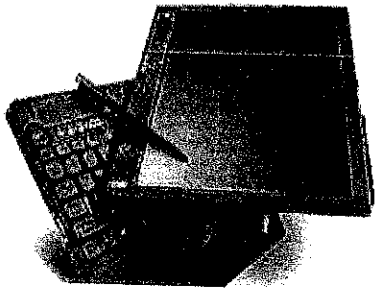
Home
About Us
Services
FAQs
Clients
Technology
Videos

Mt.Laurel
Woodlyne
Palmyra
Cherry Hill



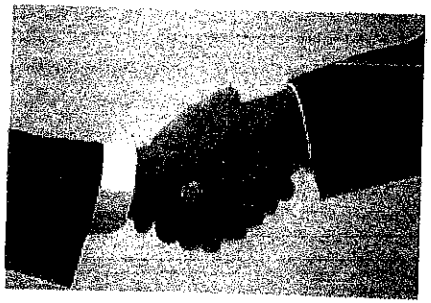
RELIABLE

With over 25 years of serving communities throughout New Jersey, PPA's record of success and satisified clients speaks for itself.



ACCURATE

Creating and utilizing the most advanced data collection technology in the industry, PPA is second to none in data collection and accuracy.



PROFESSIONAL

Every project is approached with the professionalism and full attention it requires and deserves.

Dear Property Owner,

It has been almost XXXXXXX (xx) years since a revaluation was completed in the Township of Pennsauken. New Jersey real estate taxation law mandates that all real estate be assessed at 100% of market value and there must be equalization among assessments.

Annually, the State of New Jersey, Division of Taxation, and the Camden County Board of Taxation complete a study of all the sales that have transacted in each community, including the Township of Pennsauken, and determine the relationship of assessed value to sale value for each usable sale.

It has been determined by the above mentioned agencies that the properties located within Township of Pennsauken are currently assessed below market value. The Camden County Board of Taxation has ordered a revaluation of the Township to be completed and implemented by the 20XX Tax Year.

Some of the major forces responsible for causing inequity in assessments are inflation and neighborhood trends. As a consequence, all properties have not increased in value at the same rate since the last revaluation; hence, imbalances have been created.

We have prepared this brochure to help you understand the process that takes place during a revaluation program. In addition, it is an attempt to answer some basic questions and to clear up common misconceptions.

For further information about the revaluation, please contact Professional Property Appraisers at (856) 764-6500 or visit their website at www.ppareval.com. Thank you for your cooperation in helping my office to complete this revaluation program.

Sincerely,
John Dymond, CTA
Tax Assessor

What is a Revaluation Program?

A Revaluation Program seeks to spread property taxes equitably within a taxing district, such as the Township of Pennsauken, by making sure that each property is assessed on the basis of its value. Each parcel in the Township will be inspected on the interior and exterior, if possible, and appraised. A market value, as of October 1, 20XX, will be established. The revaluation process is revenue neutral, meaning no additional taxes will be raised as a result of completion of this program.

What is the definition of Market Value?

It is the highest price, as of a specific date, in cash, or its equivalent, for which a property should sell after reasonable exposure in a competitive market, with buyer and seller each acting prudently, knowledgeably & for self-interest, and assuming that neither party is under undue duress.

What is meant by a "Comparable Sale"?

A comparable sale is a property that has a similar location and physical characteristics to the property being appraised and has sold within a reasonable time period prior to the appraisal date.

How will the program work?

Each property will be physically inspected on the exterior and interior by an experienced field representative. Structural and descriptive details of the property and neighborhood will be noted. The outside measurements of each building will be taken to determine the square footage content of the dwelling or building. This property data will be entered into a computer assisted mass appraisal program and a preliminary value estimate will be established utilizing the Real Property Appraisal Manual of New Jersey Assessors. The preliminary value estimate will then be adjusted to a final market value estimate using comparable sales data from that neighborhood or a homogeneous neighborhood, if necessary. Some income producing commercial properties may be appraised using an income capitalization method.

When will the program begin and end?

The program will begin with the receipt of this brochure and introduction letter. All work will be completed by December, 20XX in order to use the new assessments for the 20XX Tax Year. Field inspections will run from January through October, 20XX.

What is expected of property owners?

Equitable assessments depend on the cooperation of the property owners. Interior inspections, especially, require that residents cooperate with the data collectors. The validity of a market value depends on the collection of accurate data. Property owners have a stake in the outcome of the revaluation program.

Any assistance a taxpayer can provide will aid in the total data collection process. If there is information you believe should be considered in the valuation, please inform the data collector. We will make every effort to cause property owners the least possible inconvenience.

Will photographs be used?

Photographs of your property will also be taken by the revaluation firm. The photographs will be taken from a public right-of-way on a different date than the property inspection. You do not need to be present or involved in the photograph phase of the project.

Will the field inspector be able to tell me the new assessment?

The data collectors are not responsible for developing the market value estimate. Their job is to collect pertinent information to be used later as a base to develop the property's value.

What will the data collectors look for?

Data collectors will record such items as the type of interior wall construction, the number of bathrooms, type of heat, central air conditioning, size, and the percentage of finished attic and/or basement areas, in ground pools and number of fireplaces. The exterior inspection includes measurements of each structure, such as garages or other accessory buildings, determination of story height, roof structure, and type of foundation and exterior wall construction. The physical condition of the structure is noted to establish depreciation factors. All factors relative to market value are considered.

Examples of what would not be noted would be interior decorations, fences, window air conditioners, gas grills, and lawn furniture.

What if I'm not at home?

If you're not at home when the data collector visits your property, an exterior inspection will be completed and a notice will be left asking you to call for an appointment. Appointments can be scheduled on weekdays, evenings, as well as Saturdays, if need be. If the representative is unable to inspect your home or if you refuse entry, the interior information will be estimated which may cause your home's valuation to be at the highest level for your property type, so your cooperation will be greatly appreciated.

When will I be advised of the proposed assessment?

When every property in the Township of Pennsauken has been revalued, you will receive a letter. Letters will be mailed in the late fall of 20XX. You will be given the opportunity to discuss your assessment and review your property description with a representative of the revaluation firm.

Will my assessment increase?

Probably so. As previously mentioned, your present assessment was placed on your property nearly seventeen (17) years ago during the last revaluation and market values have risen since that time.

What I really want to know is what affect will the Revaluation have on my tax bill?

The Revaluation Process is revenue neutral. In other words, no additional taxes overall will be raised for the school, county, or municipality as a result of the completion of this process. The impact of the new assessments will not affect the property owner's tax bill until the 20XX Tax Year.

What can a taxpayer do if he or she is not satisfied as a result of the informal hearing?

If for any reason a taxpayer is not satisfied with his or her assessed value for any given year, the taxpayer has the right to file a formal appeal with the Camden County Board of Taxation on or before April 1st of that given year. (extended to May 1st for the first year after the revaluation)

Additional information can be found on the Township's website:
http://www.twp.pennsauken.nj.us

Thank you, in advance, for your cooperation in helping complete the revaluation program.

Question & Answer Brochure

For
The Township of
Pennsauken
Revaluation Program



Professional Property Appraisers, Inc.

PO Box 905
Delran, NJ 08075
(856) 764-6500

January 3, 20XX

Re: Revaluation Program

Dear Property Owner:

This letter is to advise you that a revaluation of all properties located in the Township of Pennsauken is currently underway. This program, which has been ordered by the Camden County Board of Taxation and approved by the State of New Jersey, Division of Taxation, will be implemented for the **Tax Year 20XX**.

The goal of the revaluation program is to update all assessments to fair market value. To achieve this goal, all pertinent information must be accurately collected. This procedure includes a representative of the firm making an inspection of your property and measuring all buildings on, and improvements to, your land. If no one is available during our initial inspection we will leave a card with a phone number for you to call to set up an appointment for an interior inspection. Please inform tenants and/or caregivers of the revaluation program so they are aware of our upcoming visit.

The people making this inspection are not responsible for developing the market value estimates. Their job is not to make an instant judgment as to valuation, but rather to collect information to be used in the valuation process. Each representative will be registered with the Pennsauken Police Department and will be wearing a photo identification badge.

At the conclusion of the program you will be notified by mail of the assessed value established for your property. You will also be given an opportunity to discuss the new value with a representative from the appraisal company, if you so desire.

Any property owner who would like information relevant to the revaluation program should contact Professional Property Appraisers at 856-764-6500. Personnel from our office will contact you to provide information to individuals and organizations.

Your cooperation during the revaluation of the Township of Pennsauken is necessary for its success. It will also ensure the most accurate assessment of your property.

Sincerely,
Professional Property Appraisers, Inc.

Professional Property Appraisers Inc.

PO Box 905
Delran, NJ 08075

December 15, 20XX

BLOCK: LOT: QUAL:
PROPERTY LOCATION:

Owner
Mailing Address
City, State Zip Code

RE: TOWNSHIP OF PENNSAUKEN REVALUATION – VALUE NOTICE - BATCH 2 OF 2

Dear Property Owner,

The purpose of this letter is to notify you that Professional Property Appraisers, Inc. has completed a total revaluation of all properties located within the Township of Pennsauken. The revaluation has been approved by the Director, Division of Taxation for the State of New Jersey, and the Camden County Board of Taxation. New Jersey real estate taxation law mandates that all real property be assessed at 100% of market value in order to ensure an equitable distribution of real estate taxes. The revaluation will take effect in 20XX.

The 20XX total assessment shown below was established using information obtained by our field inspector(s) and analyses of all relevant market data, including current sales and market conditions. Your 20XX taxes and assessed value are also listed below for comparison.

20XX TOTAL ASSESSED VALUE:	$
20XX ESTIMATED ANNUAL TAXES:	$
20XX TOTAL ASSESSED VALUE:	$
20XX TOTAL ANNUAL TAXES	$

The **20XX ESTIMATED ANNUAL TAXES** were calculated utilizing the 20XX budget and does not include any budgetary adjustments in 20XX that are yet to be determined. The figures above ***DO NOT INCLUDE*** any deductions you may be receiving, such as abatements, senior citizens, veterans, and/or disabled. These items will continue to show on your tax bill.

****It should also be noted you will not see the tax impact of the Revaluation until your July 20XX Tax Bill.****

If you have any questions regarding the revaluation, or would like to discuss your new property value, representatives of Professional Property Appraisers will be available for individual consultation with you at the Bloomfield Fire Hall, 5401 Lexington Avenue, Pennsauken, NJ 08109. **To schedule an appointment, please call 1-(800)-410-5815 between the hours of 9 am and 4 pm, Monday through Friday. Please call no later than December 30, 20XX.** Day, evening and Saturday appointments will be available. Please bring this letter, along with a copy of any relevant information that can be used by us for further consideration. Due to time and office space limitations, only appointments will be taken – no walk-ins, please. **For more information visit: www.twp.pennsauken.nj.us.**

Finally, we wish to take this opportunity to thank the residents of the Township of Pennsauken for your cooperation and courtesy during the Revaluation Program.

Very truly yours,
Professional Property Appraisers, Inc.

MONROE TOWNSHIP
125 VIRGINIA AVENUE
WILLIAMSTOWN, NJ 08094

December 1, 20XX

BLOCK LOT QUALIFIER

NAME
ADDRESS
CITY, STATE ZIP CODE

Dear Property Owner,

Monroe Township has completed a total reassessment of all properties located in the Township. This reassessment has been completed in accordance with the rules and regulations mandated by the State of New Jersey requiring that all real property be appraised at its fair market value. The purpose of the reassessment program is to distribute the tax burden evenly among all taxpayers.

Based on the information obtained through our field inspection of the properties and an analysis of all relevant market data, including current sales and market conditions, we have concluded that a total value of your property as of October 1, 20XX is:

$ xxxxxxxxxxx

PLEASE DO NOT APPLY THE CURRENT 20XX TAX RATE TO YOUR ASSESSMENT.

The 2008 tax rate will be lower. This tax rate will depend on the amount to be raised to support the budgets of the Township, the County and the School Districts. You will see the difference in your taxes when the new tax bill is issued in July of 20XX.

Should you feel this value does not represent the market value of your property please call to arrange for an appointment to present information that can be used by us for further consideration.

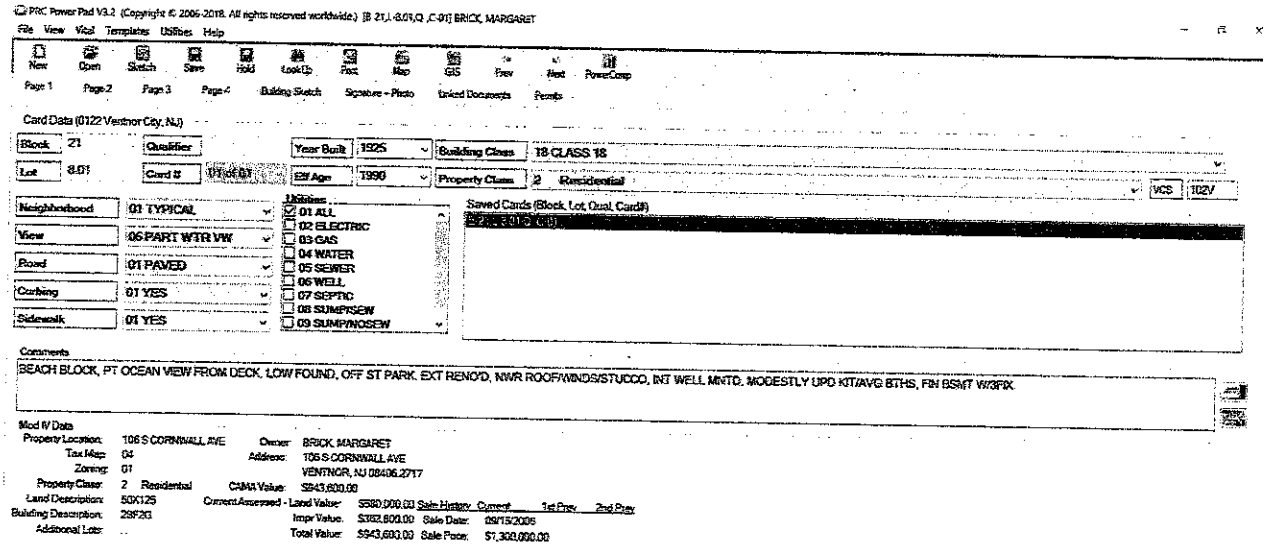
In order for us to schedule appointments please call within five days of receipt of this letter at 1-800-410-5815 between 9am and 4pm, Monday through Friday.

Reviews will be held in the Monroe Township Municipal Building.

Finally, we would like to take this opportunity to thank the property owners of Monroe Township who provided their cooperation during this project. In the future, the Township will continue to analyze market conditions and can adjust the overall assessments according to the market value if there is a decline in the real estate market.

Very Truly Yours,

Monroe Township Assessing Office


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File View Vital Templates Utilities Help

New Open Sketch Save Hold LookUp Print Map GIS Prev Next PowerComp

Page 1 Page 2 Page 3 Page 4 Building Sketch Signature + Photo Linked Documents Permits

Card Data (0122 Ventnor City, NJ)

Block 21 Qualifier Year Built 1925 Building Class 18 CLASS 18

Lot 8.01 Card # 01 of 01 Eff Age 1990 Property Class 2 Residential VCS 102V

Neighborhood 01 TYPICAL

View 06 PART WTR VW

Road 01 PAVED

Curbing 01 YES

Sidewalk 01 YES

Utilities

- [x] 01 ALL
- [ ] 02 ELECTRIC
- [ ] 03 GAS
- [ ] 04 WATER
- [ ] 05 SEWER
- [ ] 06 WELL
- [ ] 07 SEPTIC
- [ ] 08 SUMP/SEW
- [ ] 09 SUMP/NOSEW

Saved Cards (Block, Lot, Qual, Card#)

Comments

BEACH BLOCK, PT OCEAN VIEW FROM DECK, LOW FOUND, OFF ST PARK, EXT RENO'D, NWR ROOF/WINDS/STUCCO, INT WELL MNTD, MODESTLY UPD KIT/AVG BTHS, FIN BSMT W/3FIX

Mod IV Data

Property Location: 106 S CORNWALL AVE Owner: BRICK, MARGARET

Tax Map: 04 Address: 106 S CORNWALL AVE

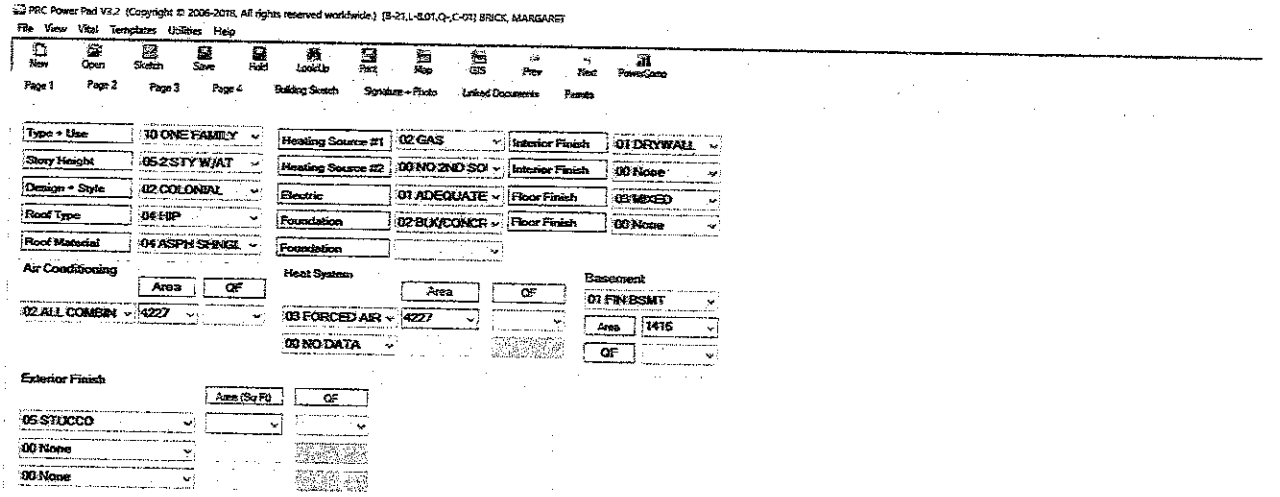
Zoning: 01 VENTNOR, NJ 08406-2717

Property Class: 2 Residential CAMA Value: $943,600.00

Land Description: 50X125 Current Assessed - Land Value: $580,000.03 Sale History: Current 1st Prev 2nd Prev

Building Description: 2SFCD Impr Value: $362,600.00 Sale Date: 09/15/2006

Additional Lots: Total Value: $943,600.03 Sale Price: $7,300,000.00


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File View Vital Templates Utilities Help

New Open Sketch Save Hold LookUp Print Map GIS Prev Next PowerComp

Page 1 Page 2 Page 3 Page 4 Building Sketch Signature + Photo Linked Documents Permits

Type + Use 10 ONE FAMILY

Story Height 05 2 STY W/AT

Design + Style 02 COLONIAL

Roof Type 04 HIP

Roof Material 04 ASPH SHNGL

Heating Source #1 02 GAS

Heating Source #2 00 NO 2ND SO

Electric 01 ADEQUATE

Foundation 02 BLK/CONCR

Foundation

Interior Finish 01 DRYWALL

Interior Finish 00 None

Floor Finish 01 MIXED

Floor Finish 00 None

Air Conditioning

	Area	QF
02 ALL COMBIN	4227	

Heat System

	Area	QF
03 FORCED AIR	4227	
00 NO DATA		

Basement

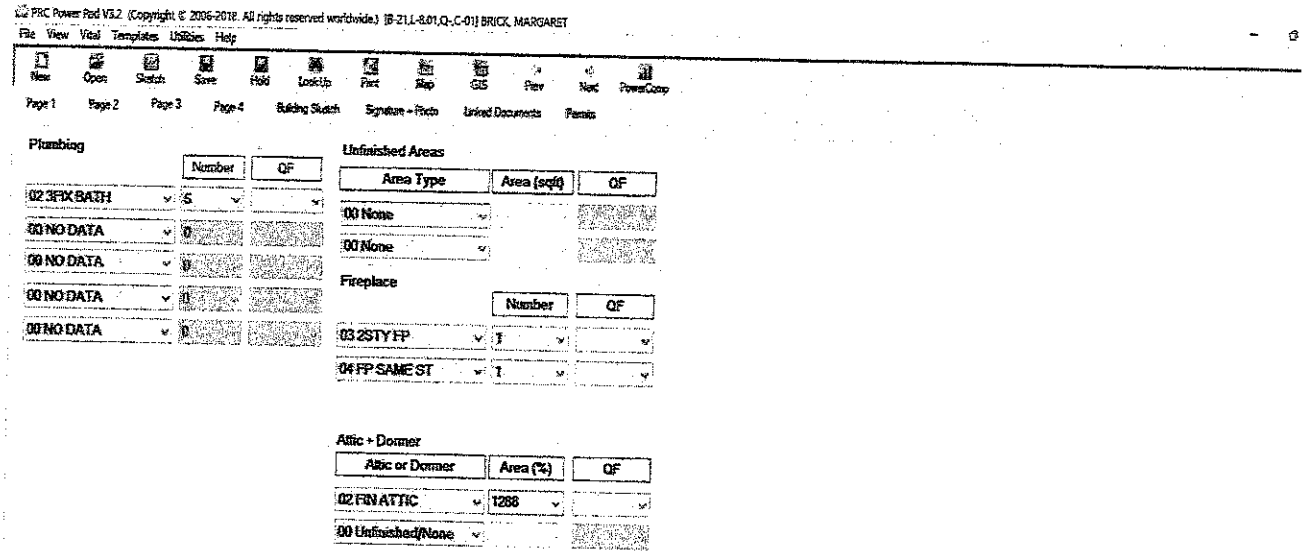
07 FIN BSMT

Area 1416

QF

Exterior Finish

	Area (Sq Ft)	QF
05 STUCCO		
00 None		
00 None		


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File View Vital Templates Utilities Help

New Open Sketch Save Hold LookUp Print Map GIS Prev Next PowerComp

Page 1 Page 2 Page 3 Page 4 Building Sketch Signature + Photo Linked Documents Permits

Plumbing

	Number	QF
02 3FIX BATH	5	
00 NO DATA	0	
00 NO DATA	0	
00 NO DATA	0	
00 NO DATA	0	

Unfinished Areas

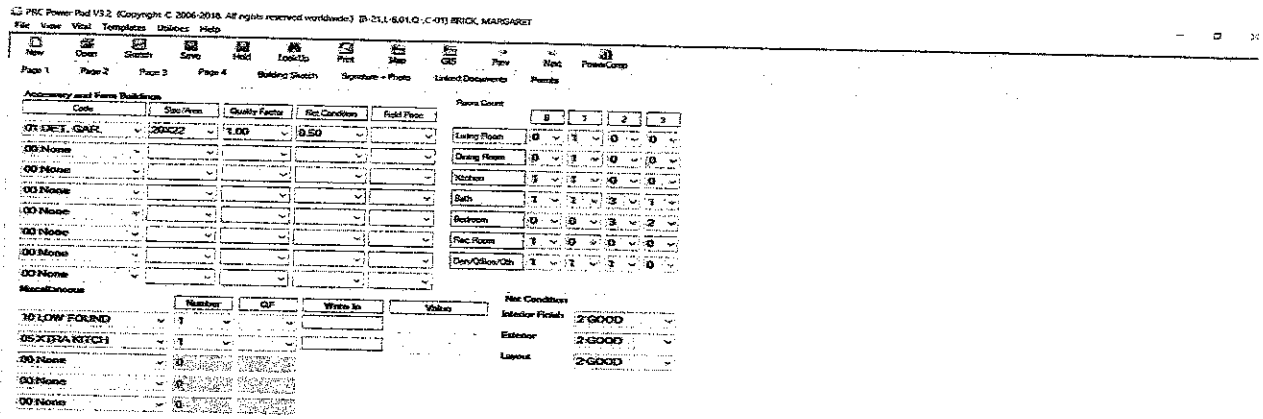
Area Type	Area (sqft)	QF
00 None		
00 None		

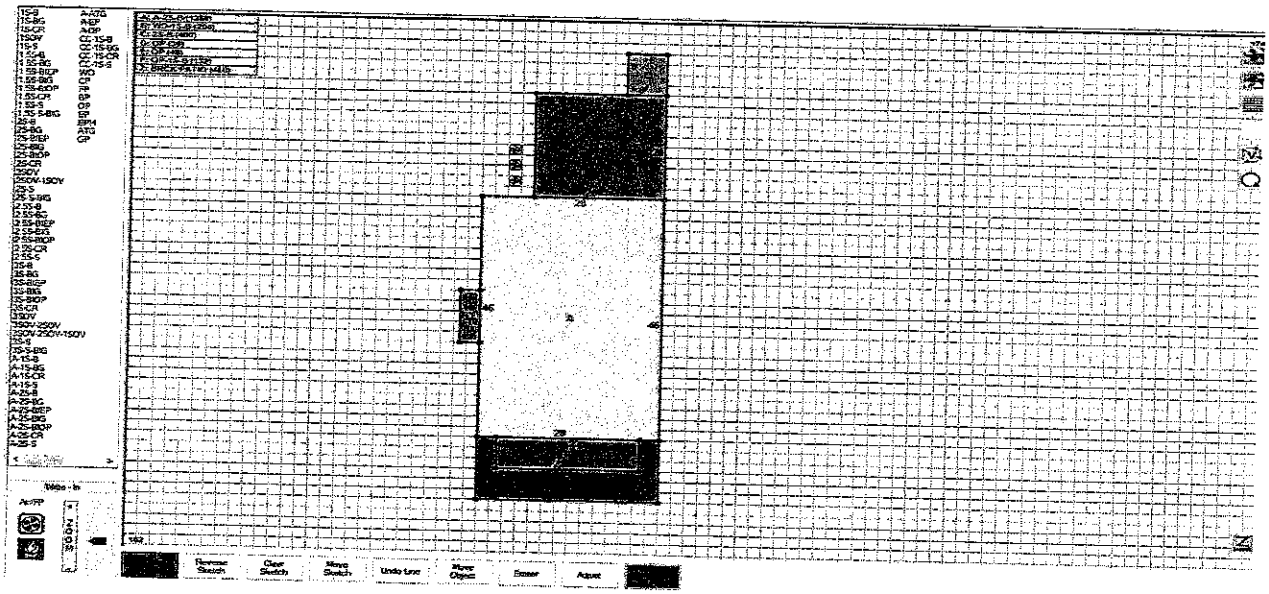
Fireplace

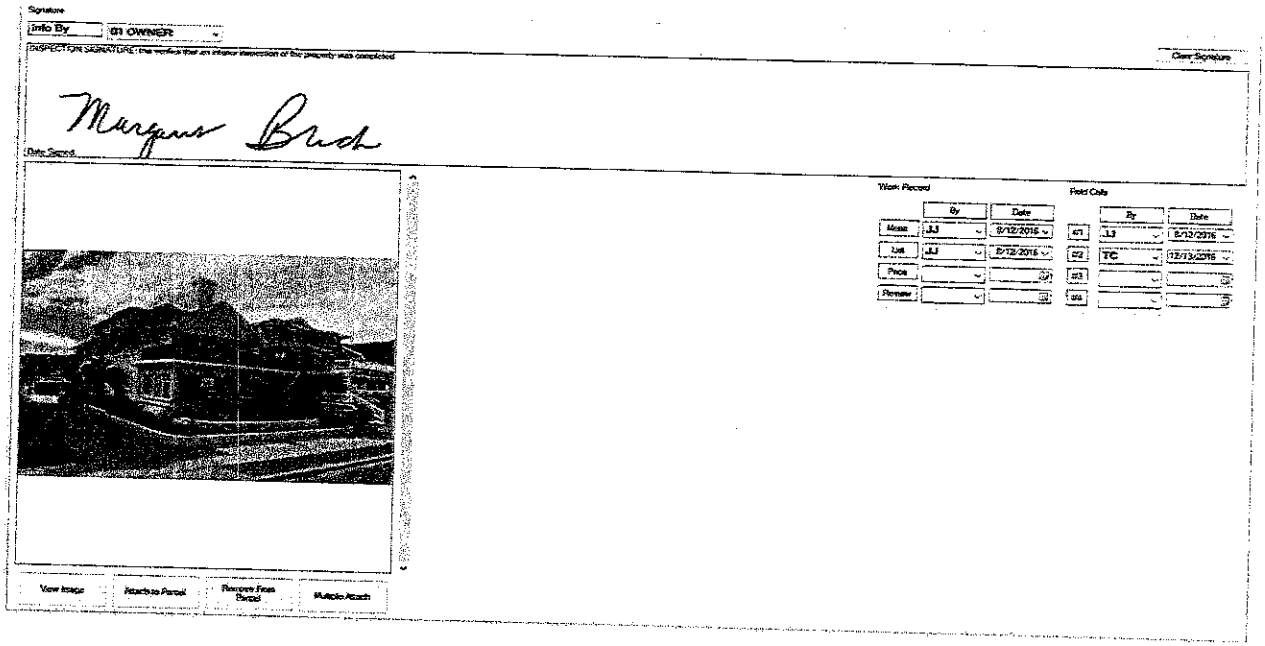
	Number	QF
03 2STY FP	1	
04 FP SAME ST	1	

Attic + Dormer

Attic or Dormer	Area (%)	QF
02 FIN ATTIC	1288	
00 Unfinished/None		


PRC Power Pad V3.2 (Copyright © 2006-2016. All rights reserved worldwide.) [B-21,L-8,01,Q ;C-01] BRICK, MARGARET
File View Web Templates Utilities Help
New Open Search Save Hold Lookup Print Map GIS Prev Next PowerComp
Page 1 Page 2 Page 3 Page 4 Building Sketch Signature + Photo Linked Documents Permits
Accessory and Farm Buildings
Code Size/Area Quality Factor Rel Condition Field Price
01 DET. GAR. 20X22 1.00 0.50
00 None
Room Count
Living Room
Dining Room
Kitchen
Bath
Bedroom
Rec Room
Den/Office/Oth
Miscellaneous
Number QF Write In Value
10 LOW FOUND 1
05 EXPA KITCH 1
00 None
Rec Condition
Interior Finish 2-GOOD
Exterior 2-GOOD
Layout 2-GOOD


Remove Sketch
Clear Sketch
Move Sketch
Undo Line
Move Object
Eraser
Adjust


Signature
Info By
01 OWNER
Clear Signature
Work Record
Field Calls
View Image
Attach to Parcel
Remove From Parcel
Multiple Attach

Salem Upper Pittsgrove Twp Calc Sheet 06/25/20 04:02 PM

Block: 31 Lot: 3 Qualifier: Card: 1

C3 23 LLC
2605 NICHOLSON RD,STE5140
SEWICKLEY PA, 15143

125 COMMISSIONERS PIKE

Main Building	413,890
Attached Items Value	30,703
Add/Deduct Value	111,109
Base Replacement Cost	555,702
Cost Conversion Factor	1.40
Replacement Cost New	777,983
Net Condition	0.81
Market Adjustment	1.00
Appraised Value	630,166
Detached Items Value	48,944
Total Land Value	60,000

Valuation Summary

	Computed	Override	Summary
Land	60,000		60,000
Improv	679,100		679,100
Total	739,100		739,100

Floor Area (footprint)

Item	Bsmnt	First Floor	Uppr Floor	Half Story	Attic
A 2S-B	2,903	2,903	2,903	0	0
B 1S-B	619	619	0	0	0
C CC-1S-B	624	624	0	0	0
E 2SOV	0	0	56	0	0
G 2SOV	0	0	20	0	0
H 2SOV	0	0	40	0	0
I 2SOV	0	0	40	0	0
J 2SOV	0	0	3	0	0
K 2SOV	0	0	5	0	0
Totals	4,146	4,146	3,067	0	0

SqFt Living Area

Item	Area
First Floor	4,146
Upper Floor	3,067
Half Story	0
Fin Attic	0
Living Bsmnt	0
Unfin Area (-)	0
Total Area	7,213

Sketch Areas

Description	Sq Ft
A 2S-B	2,903
B 1S-B	619
C CC-1S-B	624
D ATG	1,155
E 2SOV	56
F WD	844
G 2SOV	20
H 2SOV	40
I 2SOV	40
J 2SOV	3
K 2SOV	5
L WD	98

Attached Items

Seg	Item	Area
C	CATH CEIL	624
D	ATT. GAR.	1,155
F	WOOD DECK	844
L	WOOD DECK	98
	Total Area	2,721

Detached Items

Desc	Area	Rate	Const	QF	Cond	Value
DET. GAR.	2,520	15	3,000	1.00	0.50	28,560
POOL VINYL	1,540	15	2,000	1.00	0.50	17,570
DET CARPRT	880	4	500	1.00	0.50	2,814

Miscellaneous

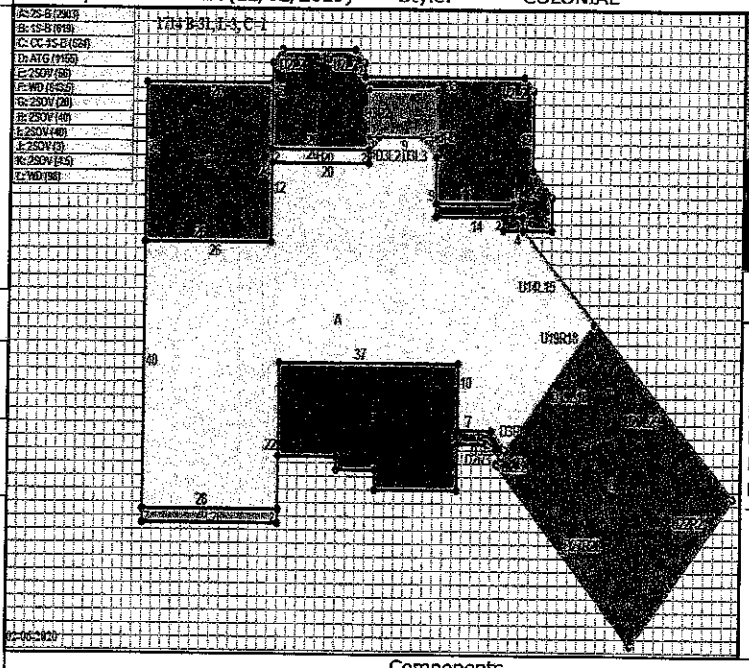
Desc	Number

Write Ins

Desc	Value

Units:	1	Model:	
Prop Class:	3A	Bldg Name:	
Bldg Class:	17	Zoning:	
Bldg Desc:	2S-F-O-3AG	Addtl Lot:	
SFLA:	7213	Land Dim:	1AC
Info By:	OWNER (12/02/2019)	Style:	COLONIAL

VCS:	A
Map Page:	13
Year Built:	1995/2000
NC Interior	AVERAGE
NC Exterior	AVERAGE
NC Layout	AVERAGE





Room Count

	B	1	2	3	4	T
Living	1	1	0	0	0	2
Dining	0	1	0	0	0	1
Kitchen	0	1	0	0	0	1
Bath	1	1	3	0	0	5
Bed	0	0	5	0	0	5
Rec	1	1	0	0	0	2
Den	1	1	0	0	0	2
Total	4	6	8	0	0	18

Components

Description	Section	Units	Rate	Constant	QF/%	Value
PT. STONE	Main Building	400	2.00	0	1.00	800
1ST FLOOR	Main Building	4,146	49.15	22,465	1.20	271,489
UPPER FLOOR	Main Building	3,067	34.88	6,743	1.20	136,464
CATH CEIL	Main Building	624	6.86	0	1.20	5,137
WOOD DECK	Attached Item	942	4.22	195	1.15	4,796
ATT. GAR.	Attached Item	1,155	19.85	0	1.13	25,907
WOOD SIDNG	Add/Deduct	413,090	-0.02	0	1.00	-8,262
FIN BSMT	Add/Deduct	4,146	7.23	0	1.15/0.70	24,129
BASEMENT	Add/Deduct	4,146	10.13	0	1.15	48,299
FORCED AIR	Add/Deduct	7,213	2.43	912	1.12	20,652
ALL COMBIN	Add/Deduct	7,213	1.79	716	1.12	15,263
4FIX BATH	Add/Deduct	2	3,185.00	0	1.12	7,134
1FIX BATH	Add/Deduct	1	910.00	0	1.12	1,019
1STY FP	Add/Deduct	1	2,500.00	0	1.15	2,875

Land Calculations

Front Foot	Avg Depth	Factor	Rate	Condition+/Influence-	Value
Description		Units	Rate		
01 SITE		1	50,000		50,000
02 ACRE		1.00	10,000		10,000

Comments:
EXT GOOD ALL NWR, INT GOOD NWR KITCHEN/BATHS, BAR MOVIE THEATER IN BSMT/ RENOVATIONS AFTER 2016 SALE

PowerComp Report for Appeal:

Subject			
Block	Lot	Qualifier	Card
1206	4		01
70 MELROSE PLACE			
Sales Date	06/21/2001		
Sales Price	$714,000		
SFLA	3422		
Price Per Sq Ft	$305		
VCS	SME		
Year Built	1916		
Design & Style	COLONIAL		
Basement Area	Yes		
Fin Basement Area	Yes		
Total Beds	5		
Total Baths	4		
Heat System 1	RAD/HOT WTR		
Cooling Area	Yes		
Fireplace	1		
Freestanding	0		
Garage Area	None		
Deck Area	Yes		
Patio Area	Yes		
Open Porch Area	None		
Encl Porch Area	None		
Det Garage Area	Yes		
Pool Area	None		
Misc Adj 1			
Misc Adj 2			
Land Assessment	$308,700		
Imp Assessment	$735,700		
Total Assessment	$1,044,400		

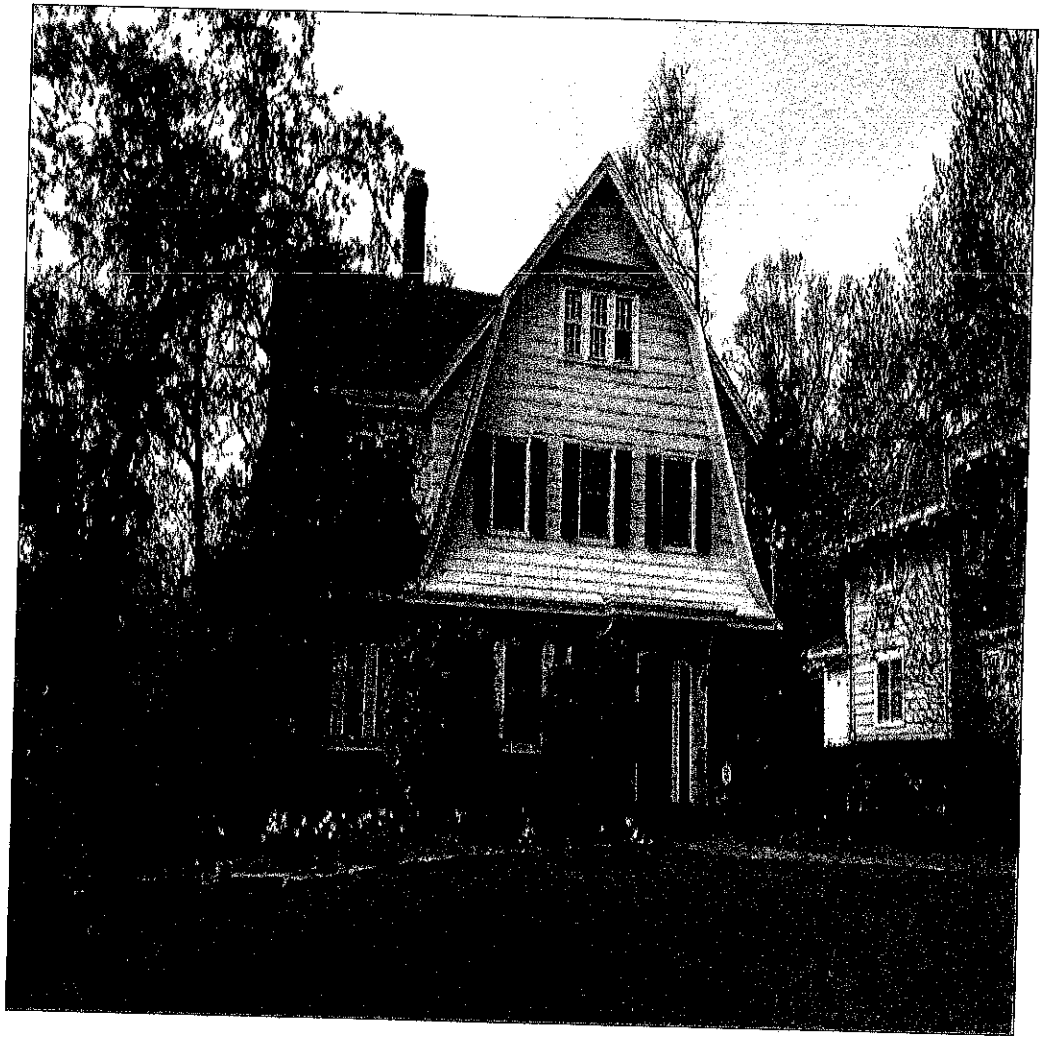
Comp #1			
Block	Lot	Qualifier	Card
1203	19		01
85 PORTER PLACE			
07/19/2017			
$1,265,000			
3501	($7,900)		
$361			
SME			
1897	$0		
COLONIAL			
Yes	$0		
Yes	$0		
5	$0		
4.5	($1,500)		
FORCED AIR			
Yes	$0		
3	($5,000)		
0	$0		
None	$0		
None	$1,000		
None	$1,000		
Yes	($2,000)		
None	$0		
Yes	$0		
None	$0		
	$0		
	$0		
Net Adjustment	($14,400)		
Net Adj Value	$1,250,600		
Net Adj/$SF	$365		

Comp #2			
Block	Lot	Qualifier	Card
1207	10		01
104 LLEWELLYN ROAD			
08/11/2017			
$1,560,000			
3538	($11,600)		
$441			
SME			
1957	$0		
COLONIAL			
Yes	$0		
Yes	$0		
4	$0		
3.5	$1,500		
FORCED AIR			
Yes	$0		
1	$0		
0	$0		
Two Car	($12,000)		
None	$1,000		
Yes	$0		
Yes	($2,000)		
None	$0		
None	$5,000		
None	$0		
	$0		
	$0		
Net Adjustment	($18,100)		
Net Adj Value	$1,541,900		
Net Adj/$SF	$451		

Comp #3			
Block	Lot	Qualifier	Card
1905	4		01
15 SUTHERLAND ROAD			
09/20/2017			
$1,500,000			
3184	$23,800		
$471			
SME			
1917	$0		
COLONIAL			
Yes	$0		
Yes	$0		
6	$0		
6	($6,000)		
RAD/HOT WTR			
Yes	$0		
1	$0		
0	$0		
None	$0		
None	$1,000		
Yes	$0		
None	$0		
Yes	($4,000)		
Yes	$0		
None	$0		
	$0		
	$0		
Net Adjustment	$14,800		
Net Adj Value	$1,514,800		
Net Adj/$SF	$443		

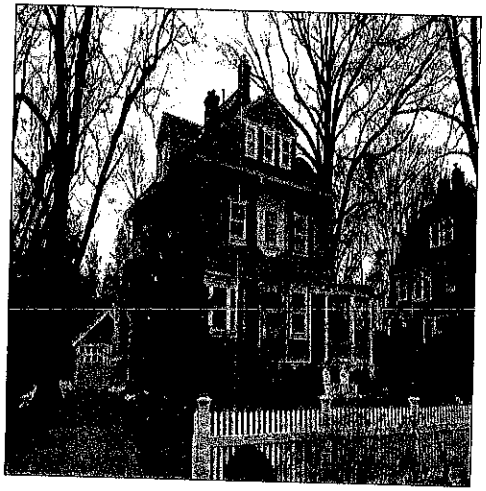
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PowerComp Report for Appeal:



70 MELROSE PLACE

Subject



85 PORTER PLACE

Comp #1



104 LLEWELLYN ROAD

Comp #2



15 SUTHERLAND ROAD

Comp #3

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PowerComp Report for Appeal:

Appellant Comps

Description	Block	Lot	Qual	Card	Location	SalesDate	SalesPrice	NUCode	VCS	Design	Model	YearBuilt	SFLA	$/SF

No Evidence Supplied by Taxpayer

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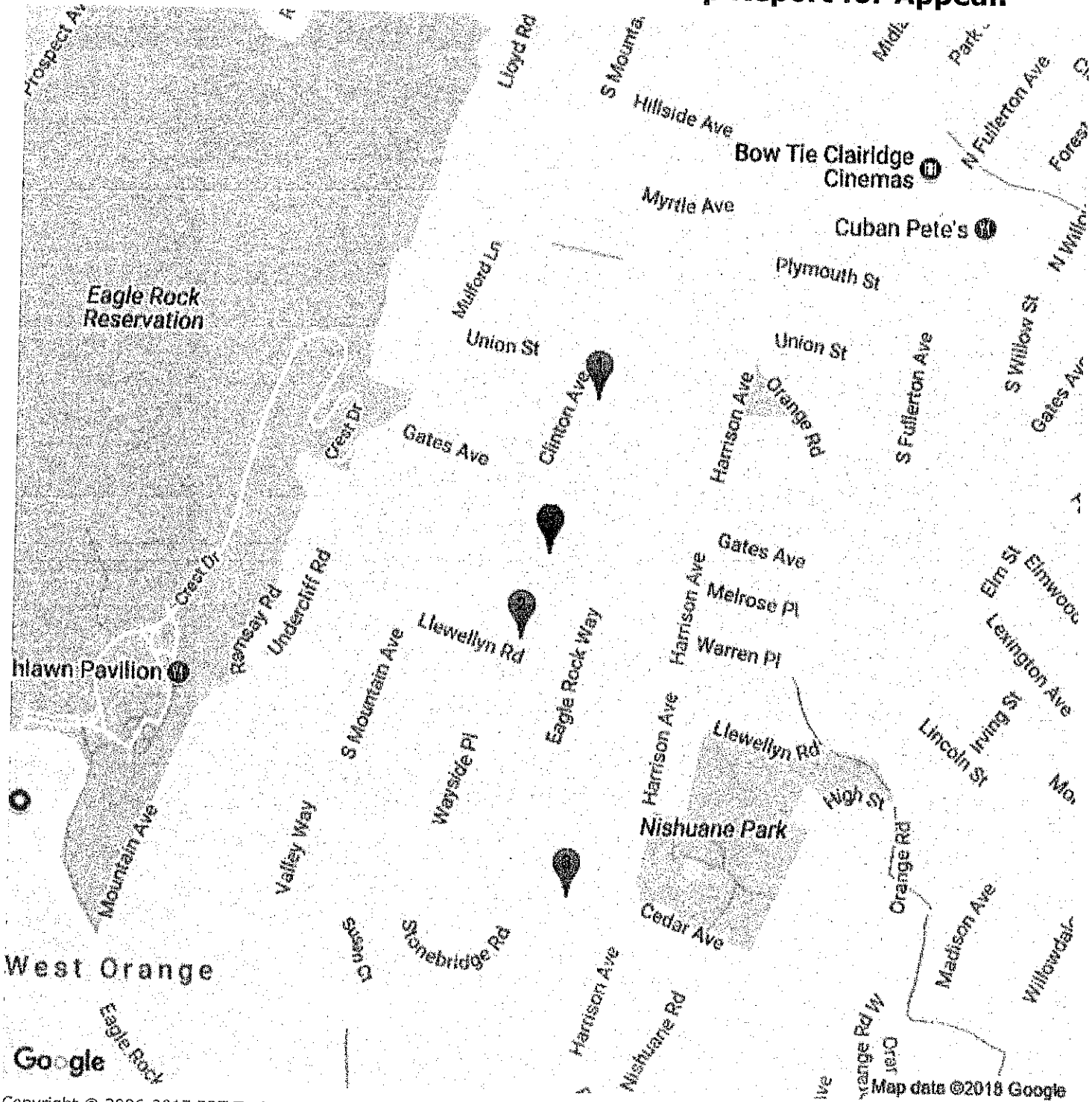
PowerComp Report for Appeal:

Director Ratio and Comments

Directors Ratio:		Lower Limit: ...	Upper Limit: ...
Ch. 123 Most Comparable	$1,250,600	Ch. 123 MC Test:	83.51
Ch. 123 Avg Net Value:	$1,435,767	Ch. 123 ANV Test:	72.74

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PowerComp Report for Appeal:



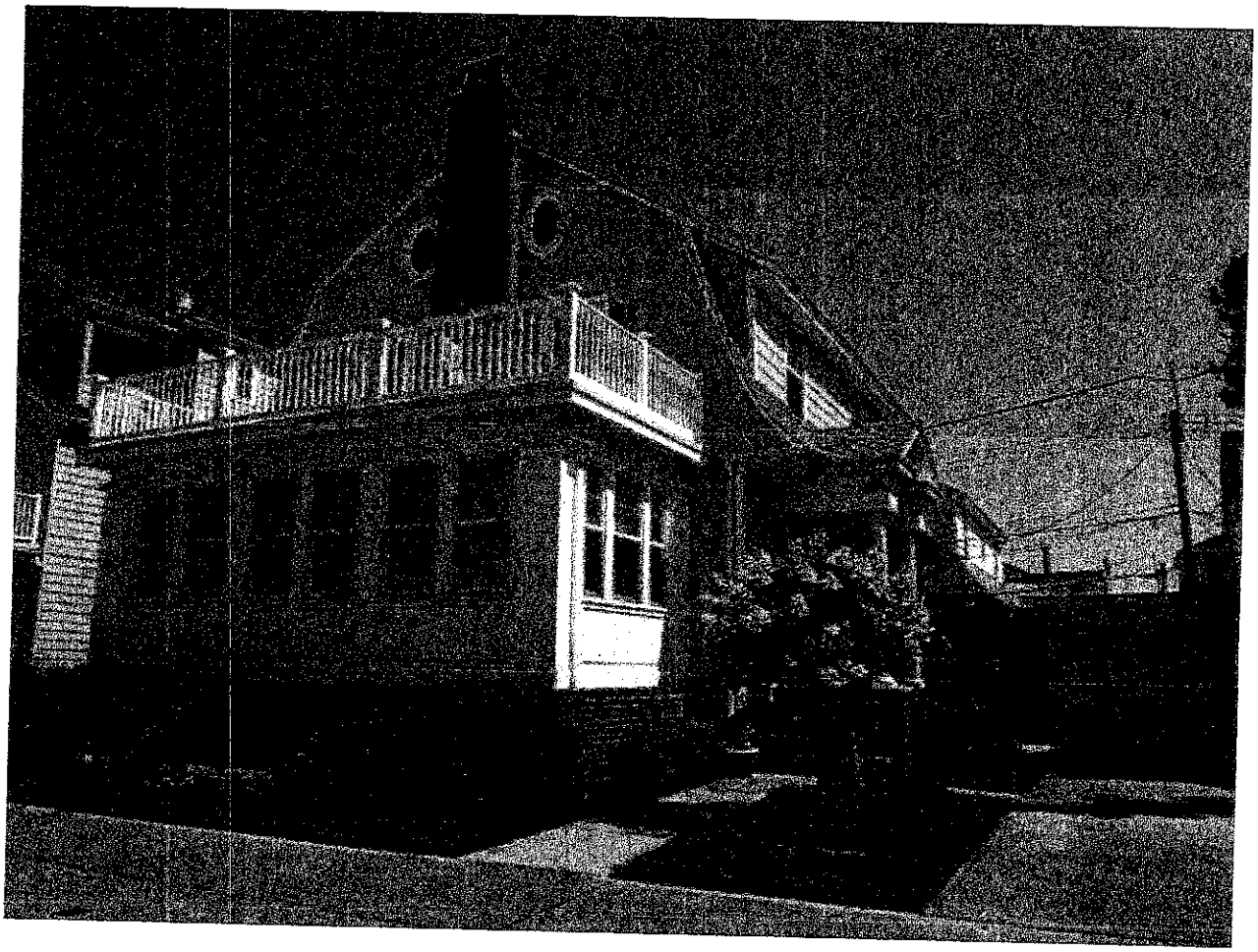
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www.ppareval.com

Professional Property Appraisers, Inc.

SAMPLE PHOTO



BLK/LOT	LOCATION	BUSINESS NAME	TYPE/USE	SALE DATE	SALE PRICE	BLDG SQ. FT.	SALE PER SF	2007 ASMT	SALES RATIO	COMMENTS
165/18	518 RICHEY AVE	(NO NAME) SMALL OFFICE	OFFICE	5/05	$ 59,000	560	$ 105	$ 43,200	73%	
165/22	715 COLLINGS AVE	4 UNIT APT HOUSE	APTS	6/04	$ 340,900	4	$ 85,225	$ 204,200	60%	
166/11	619 COLLINGS AVE	RESTAURANT (OPENING 3/07	RSTRNT & APT	7/06	$ 450,000	3,084	$ 146	$ 162,500	36%	
166/12.01	523-525 RICHEY AVE	(NO NAME) RETAIL/OFFICE	RET/OFF & APTS	5/XX	$ 190,000	2,980	$ 64	$ 99,900	53%	
167/1	628 COLLINGS AVE	ED'S BARBER SHOP	RETAIL & APTS	4/XX	$ 290,000	1,756	$ 165	$ 90,300	31%	
167/2	626 COLLINGS AVE	(FORMER) DRY CLEANERS	RETAIL & APT	1/XX	$ 148,000	1,634	$ 91	$ 93,900	63%	
167/4	622 COLLINGS AVE	DAVID J NEPA, DMD	OFFICE & APT	1/XX	$ 217,000	1,836	$ 118	$ 96,100	44%	
167/6.04	616 COLLINGS AVE	DANCE PLUS STUDIO	RETAIL & APT	12/XX	$ 165,000	1,638	$ 101	$ 74,100	45%	
167/6.05	618 COLLINGS AVE	5TH CORNER CAFÉ	RETAIL & APT	9/XX	$ 230,000	1,784	$ 129	$ 79,500	35%	
171/19	1032 COLLINGS AVE	OFFICE/RETAIL (VAC 3/07)	OFF/RETL & APT	11/XX	$ 160,000	1,788	$ 89	$ 80,200	50%	

mean	***52%***
median	***49%***

COLLINGSWOOD BOROUGH

COMMERCIAL SALES RATIO

10/XX

BLK/LOT	LOCATION	BUSINESS NAME	TYPE/USE	SALE DATE	SALE PRICE	BLDG SQ. FT.	SALE PER SF	2007 ASMT	SALES RATIO	COMMENTS
1.02/2	234 E CRESCENT BLVD	(NO NAME) GUERRERO-OWN	SERV GAR/OFF	5/05	$ 175,000	2,304	$ 76	$ 169,600	97%	
1.02/4	117 PACIFIC AVE	PACIFIC PARK APTS	APTS	9/04	$ 675,000	14	$ 48,214	$ 308,400	46%	
2/7.03	18-24 PACIFIC AVE	WELSH COURT APTS	APTS	9/06	$ 575,000	8	$ 71,875	$ 165,000	29%	
6/1	275 HADDON AVE	COLLINGSWOOD MEDICAL	OFFICE	10/04	$ 440,000	3,743	$ 118	$ 349,800	80%	
6/1.01	261-265 HADDON AVE	6 UNIT APT BLDG	APTS	7/05	$ 364,000	6	$ 60,667	$ 198,900	55%	
6/3.03	33 E BROWNING RD	4 UNIT APT BLDG	APTS	10/04	$ 269,000	4	$ 67,250	$ 157,800	59%	
7/1	309 HADDON AVE	PRO IMPORTS AUTO SERVIC	SERVICE GAR	4/06	$ 495,000	1,512	$ 327	$ 225,500	46%	
7/3	327 HADDON AVE	(FOR RENT 1/07)	OFF/RETL& APT	3/05	$ 184,000	2,058	$ 89	$ 110,000	60%	
7/4	325 HADDON AVE	YUMMIE'S ICE CREAM	RETAIL	12/06*	$ 182,500	1,680	$ 109	$ 89,000	49%	
8/5	353 HADDON AVE	DR. SAMUEL LUX	OFFICE & APTS	9/03	$ 187,000	2,432	$ 77	$ 175,400	94%	
15/7	563 HADDON AVE	CASONA RESTAURANT	RSTRNT & APT	2/04	$ 255,000	2,988	$ 85	$ 224,300	88%	
19.08/63	212 GARFIELD AVE	4 UNIT APT BLDG	APTS	5/05	$ 439,900	4	########	$ 259,400	59%	
21/12	595 HADDON AVE	MEDICAL TECHNOLOGY MGT	OFFICE	6/06	$ 700,000	2,954	$ 237	$ 264,100	38%	
22/13	627 HADDON AVE	SUN NATIONAL BANK	BANK	12/03	$ 1,220,000	7,227	$ 169	$ 898,800	74%	
24/7	663 1/2 HADDON AVE	SALADWORKS	RESTAURANT	2/05	$ 242,500	1,600	$ 152	$ 75,000	31%	
25/11.01	27 LINCOLN AVE	4 UNIT APT BLDG	APTS	5/05	$ 301,000	4	$ 75,250	$ 129,800	43%	

BLK/LOT	LOCATION	BUSINESS NAME	TYPE/USE	SALE DATE	SALE PRICE	BLDG SQ. FT.	SALE PER SF	2007 ASMT	SALES RATIO	COMMENTS
30.01/1	679 HADDON AVE	PARIS 679; TRADEWIND TRVL	RET/OFF/APT	4/03	$ 189,000	2,244	$ 84	$ 91,400	48%	
30.01/2	681 HADDON AVE	CAMTEL COMPUTERS	RET/OFF & APT	10/05	$ 289,000	1,954	$ 148	$ 83,100	29%	
30.01/8 & 9	693 HADDON AVE	RAYMOND JEWELERS	RETAIL/APT	6/07*	$ 410,000	3,162	$ 130	$ 154,900	38%	
30.02/1	701 HADDON AVE	TORTILLA PRESS RESTRNT	RSTRNT & APT	2/03	$ 180,000	2,470	$ 73	$ 103,200	57%	

COLLINGSWOOD BOROUGH

COMMERCIAL PROPERTY LISTINGS AS OF 10/1/XX

BLK/LOT	LOCATION	BUSINESS NAME	TYPE/USE	LISTING DATE	ASKING PRICE	BLDG SQ. FT.	ASKING PER SF	COMMENTS
14/3	523 HADDON AVE	DUNLEAVEY&BITONTI, ESQ	OFFICES	8/XX	$ 449,900	2,546	$ 177	
30.01/7	691 HADDON AVE	(1/07) VACANT RETAIL/OFFICE	RETL/OFF & APT	6/XX	$ 319,000	2,280	$ 140	1 BR APT
30.01/8 & 9	693 & 695 HADDON AVE	RAYMOND JEWELERS	RETAIL & APT	6/XX	$ 599,890	3,162	$ 190	2 LINE ITEMS BUT BROKEN THRU ON BOTH FLOORS.
30.02/8.01	721 HADDON AVE	PARLOR NAILS & MASSAGES	RETAIL & APT	7/XX	$ 549,000	3,254	$ 169	***PREVIOUS SALE: 10/05 $450K***. REHAB'D BEFORE 10/05.
37/4	807-809 HADDON AVE	CHEESE, ETC; GIFTS FLORAL	RETAIL & APTS	5/XX	$ 524,900	3,160	$ 166	MLS = $44,000/YR INC = ***11.9 GRM TO ASKING PRICE***
								PREVIOUS SALE: 5/06 $425K. 9.7 GRM TO 5/06 SALE
37/6.03	13 FERN AVE	GREEN EGZ	OFFICES	5/XX	$ 700,000	14,942	$ 47	FORMER THEATER.
108//4	461 PARK AVE	DAYCARE CENTER	DAYCARE/OFF	7/XX	$ 249,900	2,012	$ 124	10/06 WAS ASKING $299K. MARKETING COMM OR RES
112.01/2	334 HADDON AVE	VILLAGE DANCE STUDIO	RETAIL & APT	6/XX	$ 272,500	2,478	$ 110	PART OF FORMER STUDIO ON 2ND FL
114/10 & 11	274 HADDON AVE	ESQUIRE EXPRESS CLOSER	OFFICE & APT	5/XX	$ 329,900	5,025	$ 66	***$33,600 GROSS INC = 9.8 GRM. ASKING PRICE SEEMS LOW.***
144/1	212 WHITE HORSE PK	(VACANT) OFFICE	OFFICE & APT	1/XX	$ 299,900	1,560	$ 192	
165/22	715 COLLINGS AVE	4 UNIT APT BLDG	APTS	5/XX	$ 465,000	4	$116,250	***PREVIOUS SALE: 6/04 $340,900 ($85K/UNIT)***
166/11	619 COLLINGS AVE	(NO NAME - OPENING 3/07)	RESTAURANT	6/XX	$ 650,000	3,084	$ 211	IMPROVED AFTER 7/06 SALE (42K ON BP).
								PREVIOUS SALE: 7/06 $450K.
173/1	922 ELDRIDGE AVE	(FORMER) MACHINE SHOP	LT IND & HOUSE	4/XX	$ 425,000	5568	$ 76	4322 SF MACHINE SHOP. 1246 SF HOUSE.

COLLINGSWOOD BOROUGH

COMMERCIAL SALES

10/XX

BLK/LOT	VCS	LOCATION	BUSINESS NAME	TYPE/USE	SALE DATE	SALE PRICE	BLDG SQ. FT.	SALE PER SF	COMMENTS
1.02/2	B352	234 E CRESCENT BLVD	(NO NAME) GUERRERO-OWN	SERV GAR/OFF	5/XX	$ 175,000	2,304	$ 76	53% OFFICE. MAY BE RELATED TO BUSINESS ON LOT 1
1.02/4	R450	117 PACIFIC AVE	PACIFIC PARK APTS	APTS	9/XX	$ 675,000	14	$ 48,214	5-2BR & 9-1BR APTS. 2 UNITS ARE IN BSMT
2/7.03	**R2A8**	**18-24 PACIFIC AVE**	**WELSH COURT APTS**	**APTS**	**9/XX**	**$ 575,000**	**8**	**$ 71,875**	**1 BR APTS.**
6/1	B250	275 HADDON AVE	COLLINGSWOOD MEDICAL	OFFICE	10/XX	$ 440,000	3,743	$ 118	
6/1.01	B250	261-265 HADDON AVE	5 UNIT APT BLDG	APTS	7/XX	$ 364,000	5	$ 72,800	EST 4-2BR & 1 EFFIC IN 2 BLDGS
6/3.03	R2A0	33 E BROWNING RD	4 UNIT APT BLDG	APTS	10/XX	$ 269,000	4	$ 67,250	3-1BR, 1-2BR APTS
7/1	**B250**	**309 HADDON AVE**	**PRO IMPORTS AUTO SERVIC**	**SERVICE GAR**	**4/XX**	**$ 495,000**	**1,512**	**$ 327**	**3 BAYS**
7/3	B250	327 HADDON AVE	(FOR RENT 1/07)	OFF/RETL& APT	3/XX	$ 184,000	2,058	$ 89	FOR RENT. 2 BR APT
									PREVIOUS SALE 11/03 $160K - REFLECTS 11.3%/YR
7/4	**B250**	**325 HADDON AVE**	**YUMMIE'S ICE CREAM**	**RETAIL**	**12/XX**	**$ 182,500**	**1,680**	**$ 109**	***INFO PER OWNER AT 12/06 INSP. 9/07 STILL UNDER RENOV**
									PREVIOUS SALE 2/05 $133K - REFLECTS 20.3%/YR
8/5	B250	353 HADDON AVE	DR. SAMUEL LUX	OFFICE & APTS	9/XX	$ 187,000	2,432	$ 77	OLDER SALE. 2BR APTS
14/2	**B250**	**HADDON AVE**	**CURVES**	**RETAIL**	**6/XX**	**$ 250,000**	**1,312**	**$ 191**	**SOLD BY BORO OF COLLINGSWOOD**
15/7	B150	563 HADDON AVE	CASONA RESTAURANT	RSTRNT & APT	2/XX	$ 255,000	2,988	$ 85	OLDER SALE. EST 2BR APT. 62% RESTAURANT
19.08/63	R450	212 GARFIELD AVE	4 UNIT APT BLDG	APTS	5/XX	$ 439,900	4	########	4 ROW TOWNHOUSES.
									PREVIOUS SALE 10/02 $225,000 - REFLECTS 37.0%/YR
21/12	**B150**	**595 HADDON AVE**	**MEDICAL TECHNOLOGY MGT**	**OFFICE**	**6/XX**	**$ 700,000**	**2,954**	**$ 237**	
22/13	B150	627 HADDON AVE	SUN NATIONAL BANK	BANK	12/XX	$ 1,220,000	7,227	$ 169	OLDER SALE. LARGER THAN AVERAGE BANK BRANCH
24/6.01	**B150**	**661 HADDON AVE**	**CHIMERA TRAVEL**	**OFFICE & APT**	**2/XX**	**$ 219,900**	**1,047**	**$ 210**	**SMALL STORE & SMALL (507 SF) APT**
									PREVIOUS SALE 9/01 $87,000 - REFLECTS 28.2%/YR

BLK/LOT	VCS	LOCATION	BUSINESS NAME	TYPE/USE	SALE DATE	SALE PRICE	BLDG SQ. FT.	SALE PER SF	COMMENTS
24/7	B150	663 1/2 HADDON AVE	SALADWORKS	RESTAURANT	2/XX	$ 242,500	1,600	$ 152	***PREVIOUS SALE 9/01 $93,000 - REFLECTS 47%/YR***
25/11.01	R211	27 LINCOLN AVE	4 UNIT APT BLDG	APTS	5/XX	$ 301,000	4	$ 75,250	EST 2BR APTS (662 SF AVG)
30.01/1	B150	679 HADDON AVE	PARIS 679; TRADEWIND TRVL	RET/OFF/APT	4/XX	$ 189,000	2,244	$ 84	LARGE 1 BR APT (1008 SF). OLDER SALE
30.01/2	B150	681 HADDON AVE	CAMTECH COMPUTERS	RET/OFF & APT	2/XX	$ 249,000	1,954	$ 127	LARGE 1 BR APT (977 SF). SALE 10/05 $289K - NU03
									PREVIOUS SALE 5/03 $164K - REFLECTS 29.6%/YR
30.01/8 & 9	**B150**	**693 HADDON AVE**	**RAYMOND JEWELERS**	**RETAIL/APT**	**6/XX**	**$ 410,000**	**3,162**	**$ 130**	**2 LINE ITEMS. 1ST FL WALLS BROKEN THRU. 1 LARGE APT.**

COLLINGSWOOD BOROUGH

10/XX

CHAPTER 91 RESPONSES - INCOME & EXPENSE ANALYSIS

Block & Lot	94/10	%	COMMENTS
Address	5-7 LEES AVE		
Owner	LDMA PROPERTIES		
Name of Business	HAIRSHACK		
Type/Use	RETAIL & APTS		2 - 2BR APTS
Sq ft or units	2,442		
Potential Gross Income	$ 33,013		$23/SF FOR BARBER SHOP
PGI div by sf or units	$ 13.52		
Reported Vac & Cr Loss	$ -	0.0%	
Other Income (if appl.)	$ -		
Effective Gross Income	$ 33,013		
Reported Expenses:			
Advertising	$ -	0.0%	
Administrative	$ -	0.0%	
Decorating	$ -	0.0%	
Electric (excl heat)	$ -	0.0%	
Exterminating	$ -	0.0%	
Gas/Heat	$ 58	0.2%	
Insurance	$ 2,278	6.9%	
Janitorial	$ -	0.0%	
Leasing Fee	$ -	0.0%	
Management (Reported)	$ -	0.0%	
Payroll	$ -	0.0%	
Repairs & Maintenance	$ -	0.0%	
Reserves	$ -	0.0%	
Rubbish Removal	$ -	0.0%	
Security	$ -	0.0%	
Water & Sewer	$ 2,422	7.3%	
Snow Removal	$ -	0.0%	
Supplies	$ 568	1.7%	
Inspection/Permit Fees	$ -	0.0%	
Miscellaneous	$ -	0.0%	
Total Expenses	$ 5,326	16.1%	
Net Operating Income	$ 27,687		
Capitalization Rate	11.4%		LANDLORD PAYS TAXES
Indicated Value	$ 242,868		*SOLD 5/XX $255,000*
Value per sf/unit	$ 99.45		*SALE REFLECTS $109/SF*

Comments: 2 BR APTS RENT FOR $1150 & $950 PER MONTH

COLLINGSWOOD BOROUGH - INCOME MODEL FORM

BLOCK: 94 LOT: 10 NAME: HAIRSHACK; APTS
ADDRESS: 5-7 LEES AVE

USE(S):	OFFICE/RETAIL		468 SF @	$ 40.00	PER SF =	$ 18,720
	APTS	1874	2 2 BR @	$ 1,050.00	PER MON=	$ 25,200

TOTAL 2,342 SF

POTENTIAL GROSS INCOME (P.G.I.)			$ 43,920
LESS VACANCY AND CREDIT LOSS	@ 5%	-	$ 2,196
EFFECTIVE GROSS INCOME (E.G.I.)		=	$ 41,724

EXPENSES

MANAGEMENT	5%	$	2,086
RESERVES	3%	$	1,252
OTHER EXPENSES	17%	$	7,093

TOTAL EXPENSES	25%	-	$ 10,431
NET OPERATING INCOME (N.O.I.)		=	$ 31,293
OVERALL CAPITALIZATION RATE		DIV. BY	0.114
INDICATED VALUE BY INCOME APPROACH		=	$ 274,500
INCOME APPROACH PER SF BLDG		=	$ 117

INCOME APPROACH (ROUNDED) = $ 274,500

BAND OF INVESTMENT: 7.00% INT RATE, 5 YR TERM, 25 YR PAYOUT

MORTGAGE CONSTANT (.0848 X .75 = .0636)		
EQUITY (.0900 X .25 = .0225)		
BASE CAPITALIZATION RATE	= .0861	say, **.086**
EFFECTIVE TAX RATE	= .0282	
OVERALL CAPITALIZATION RATE	= .1143	say, **.114**

BASE CAP RATE 8.6%
TAX LOADED CAP RATE 11.4%

NOTES: GROSS BASIS. ASSUMPTION: LANDLORD PAYS 100% TAXES.
SOLD 5/XX $255,000

EQ. VAL. $ 108,000 / 50.18% $ 215,225

ate Number: 88
ate ID: B 167 L 1

ion 1

upancy

	Class	Height	Rank
00% Office Building	Reinforced concrete frame	10.00	2.0
otal Area	: 14,250		
umber of Stories (Section)	: 1.00		
hape	: 2.0		

mponents

	Units/%	Other
VAC (Heating):		
Warmed and Cooled Air	100%	
xterior Walls:		
Brick with Block Back-up	100%	
levators:		
Passenger #	1	
rinklers:		
Wet Sprinklers	100%	
nd and Site:		
Site Improvements	50,000	

Cost as of 01/2007

	Units	Unit Cost	Total Cost New	Less Depreciation	Total Cost Depreciated
sic Structure					
Base Cost	14,250	89.68	1,277,940	0	1,277,940
Exterior Walls					
Brick with Block Back-up	14,250	21.32	303,810	0	303,810
Heating & Cooling					
Warmed and Cooled Air	14,250	15.61	222,442	0	222,442
Elevators					
Passenger #	1	57,511.00	57,511	0	57,511
Sprinklers					
Wet Sprinklers	14,250	3.32	47,310	0	47,310
asic Structure Cost	14,250	133.97	1,909,013	0	1,909,013
tras					
Site Improvements - Depreciated					
Site Improvements			50,000	0	50,000
placement Cost New	14,250	137.47	1,959,013		

Summary Report

stimate Number	: 88
imate ID	: B 167 L 1
perty Owner	: REGAL PLAZA LLC
operty Address	: 242 ROUTE 79
perty City	: MORGANVILLE
e/Province	: NJ
P/Postal Code	: 07746

ction 1

ccupancy

	Class	Height	Rank
100% Office Building	Reinforced concrete frame	10.00	2.0
otal Area	: 14,250		
Number of Stories (Section)	: 1.00		
Shape	: 2.00		

mponents

	Units/%	Other
HVAC (Heating):		
Warmed and Cooled Air	100%	
xterior Walls:		
Brick with Block Back-up	100%	
Elevators:		
Passenger #	1	
prinklers:		
Wet Sprinklers	100%	
and and Site:		
Site Improvements	50,000	

Cost as of 01/2007

	Units/%	Cost	Total
asic Structure			
Base Cost	14,250	89.68	1,277,940
Exterior Walls	14,250	21.32	303,810
Heating & Cooling	14,250	15.61	222,442
Elevators	1	57,511.00	57,511
Sprinklers	14,250	3.32	47,310
asic Structure Cost	14,250	133.97	1,909,013
xtras			
Site Improvements - Depreciated			
eplacement Cost New	14,250	137.47	50,000
			1,959,013
ounded to Nearest	100		
			1,959,000

BUILDING DATA

OCC NUM	OCC NAME	%	Class	Height	Rank

Total Floor Area (sq ft.) _____

No. Of Stories: Section _____ Building _____

Shape _____ OR Perimeter(linear ft) _____

Effective Age (years) _____ Base Date _____

Depreciation % Overall _____ OR Physical _____

External _____

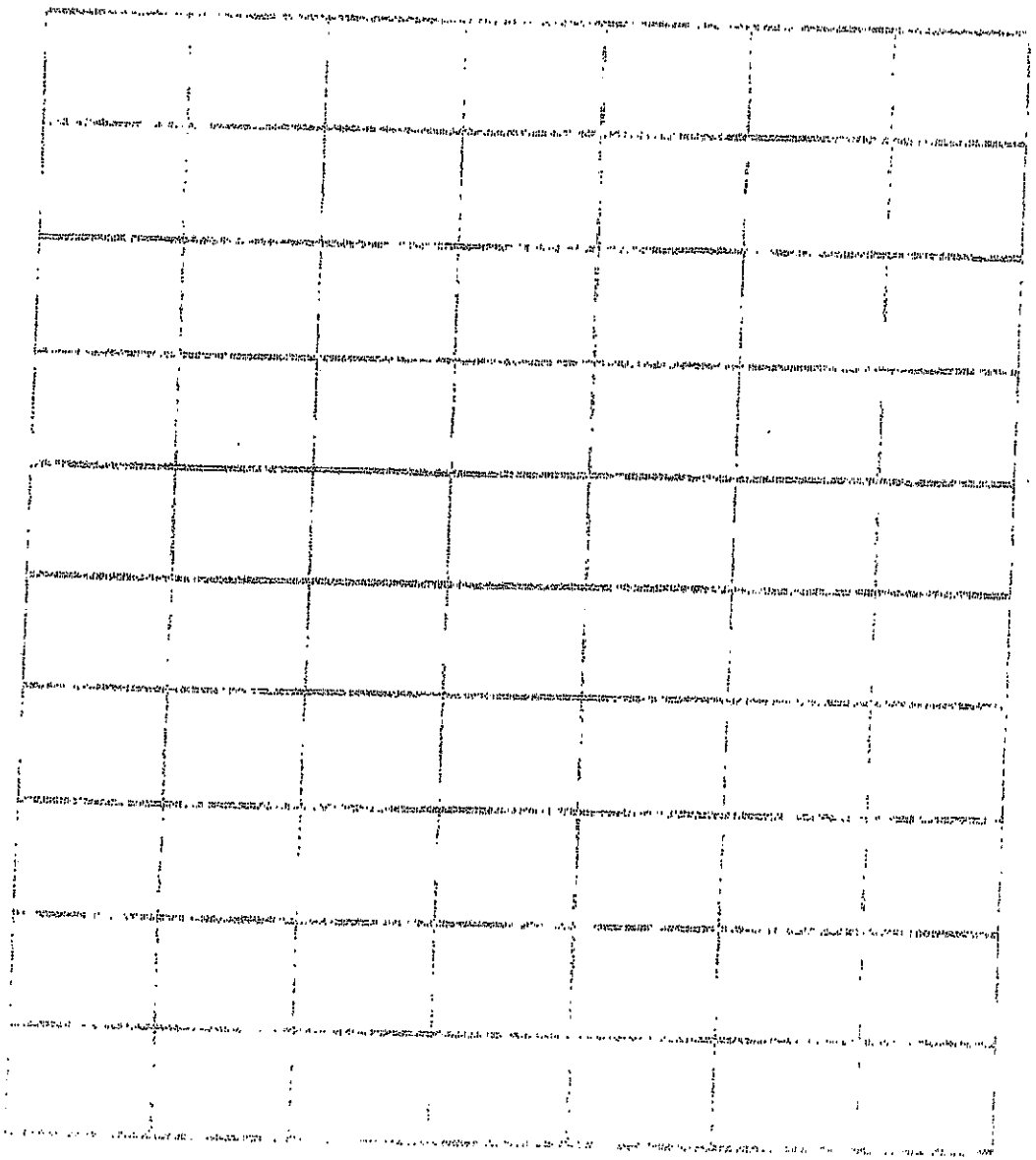
Adj. Value _____ Functional _____

COMPONENTS

Code	System	Description	Area	%	Rank	Depr	Other

ADDITIONS

Code	Description	Units	Cost	Depr	LM	Base Date



BUILDING NAME:_____

SURVERYED:_____ DATE:_____

CARD # _____ of _____

REMARKS _____

_____

_____

_____

_____

Age_____ Condition _____

BUILDING DATA

OCC NUM	OCC NAME	%	CLASS	HEIGHT	RANK

Total Floor Area (sq ft.) _____

Number of Stories: Section _____ Building _____

Shape _____ OR Perimeter (linear feet) _____

Effective Age (years) _____ Base Date _____

Depreciation % Overall _____ OR Physical _____

External _____

Adj. Value _____ Functional _____

MARSHALL & SWIFT CLASSES:

A Fireproof Structural Steel Frame
B Reinforced Concrete Frame
C Masonry Bearing Walls
D Wood or Steel Frame Walls
S Metal Frame Walls

BASEMENT

OCC NUM	OCC NAME	TYPE	AREA	CLASS	DEPTH	RANK	DEPR

Number of Levels: _____ Fireproofing: ☐Yes ☐No

Shape _____ OR Perimeter(linear feet) _____

Section _____

Components

CODE	SYSTEM	DESCRIPTION	AREA	%	RANK	DEPR	OTHER	

COMPONENTS (HVAC and Sprinklers Only)

CODE	SYSTEM	DESCRIPTION	AREA	%	RANK	DEPR	OTHER	

LNK 1)Low 2)Average 3)Above Average 4) High

'PE: 701-Fin. 702-Semi Fin. 703-Unfin. 704- Display 705-Office 706-Parking 707-Res. Living

:ATING & COOLING

1-Elec.
2- Elec. Wall
3-Forced Air Unit
4-Hot Water
5-H/w Radiant
6-Space Heater
7-Steam
1-Package Unit

612-Warm&Cool
613-Warm&Chill
614-Heat Pump
615-Floor Furnace
616-Thru Wall H Pump
617-Complete HVAC

Other Components

682-Dry Sprinkler
683-Wet Sprinkler
651-Pass. Elevator
652-Fr. Elevator PD
653-Fr. Elevator MD
759-Mezzanine
760-Display Mezz.
761- Office Mezz.
762-Open Mezz.
763-Storage Mezz.
751-Balcony

EXTERIOR WALLS

BRICK
807 Brick, Solid
805 Brick with Block Back-up
BLOCK
812 Concrete Block
804 Block with Stucco
815 Concrete Block, Textured Face
CONCRETE
816-Concrete Formed
817-Concrete Precast Panels
STUDS
851-Steel Studs & Stucco
855-Wood Siding Panels
PRE-ENGINEERED-SANDWICH
865-Metal Sandwich Panels
866-Texture Covered Metal Sandwich Panels
861-Cold Storage Metal Sandwich Panels
863-Fiberglass Sandwich Panels
PRE-ENGINEERED BUILDINGS-PRE-FAB WALL(SS)
868-Pre-Fab Panels, Metal & Glass
869-Pre-Fab Panels, Metal w/Block Back-up
871-Stucco on Pre-Fab Metal Panels
SIDING
896-Wood Siding
894-Textured Plywood
888-Metal Siding
895-Vinyl Siding
890-Shingles
880-Asphalt Siding
STUCCO
892-Stucco
MASONRY VENEER
882-Brick Veneer
883-Block Veneer
SINGLE WALL
918-Metal on Wood Frame
916-Metal on Steel Frame
917-Metal Texture Covered (
Frame
914-Fiberglass Panels On W(
915-Fiberglass Panels On Ste
921-Stucco on Wood Frame

2740-23

AN ORDINANCE AMENDING AND SUPPLEMENTINGCHAPTER 7, TRAFFIC, SUBSECTION 7-13, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS, AND ADDING SUBSECTION 7-13.1 EMERGENCY PARKING ON LINDSLEY AVENUE OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-13, Parking Prohibited at All Times on Certain Streets, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	Sides	Location
Lindsley Avenue	*North*	*Main Street to Laird Drive*
Lindsley Avenue	**North**	**Main Street to Laird Drive except for Emergency Vehicles as set forth in 7-13.1**

Section 2. **Subsection 7-13.1, Emergency Vehicle Parking on Lindsley Avenue, of the Township of West Orange is hereby added as follows:** (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Sides**	**Location**
Lindsley Avenue	**North**	**Beginning 47' west of the westerly curb line of Main Street extended, and extending 120' west, and then beginning 114' feet east of the easterly curb line of Wheeler Street extended and extending 80' west**

Section 3. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law.

Karen J. Carnevale, R.M.C.
President

Tammy Williams, Council

Susan McCartney, Mayor

Introduced: April 4, 2023

Adopted: April 18, 2023

LEGISLATIVE HISTORY

This Ordinance amends the Revised General Ordinances of the Township of West Orange Chapter 7-13, Parking Prohibited at All Times on Certain Streets, and adds Chapter 7-13.1 Emergency Vehicle Parking on Lindsley Avenue, in the area of the West Orange Police Building. This change was requested by Police Administration, who wanted extra parking for Emergency Vehicles on the street, in the event that Township-owned parking lot overflows.

REVISED

AN ORDINANCE AMENDING CHAPTER 5, SECTION 25.9(c) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to ensure the health and safety of all persons involved in massage businesses establishments within the Township.

II. CHAPTER 5, SECTION 25.9(c) SHALL BE AND HEREBY IS AMENDED AS FOLLOWS:

c. All employees, including massage practitioners and employees shall be clean and wear clean, nontransparent outer garments. A separate dressing room must be available on the premises. Doors to such dressing rooms shall open inward and shall be self-closing.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams, Council President**

_____

Susan McCartney, Mayor

Introduced: April 18, 2023

Adopted:

Legislative History

The purpose of this ordinance is to revise the Operating Requirements of Massage establishments to provide gender neutral dressing rooms. This also eliminates the requirement for showers.

2742-23

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-7.3, TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL, SUBSECTION 7-12 PARKING PROHIBITED FOR STREET CLEANING AND MAINTENANCE, 7-13 NO PARKING ANYTIME, AND 7-14.1C NIGHT PARKING PROHIBITED, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-7.3, Temporary Parking Prohibition for Snow Plowing and Removal of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Sides**	**Location**
Undercliff Terrace South	**Both**	**Walker Road to the Northerly Dead End**

Section 2. Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance of the Township of West Orange is hereby supplemented and amended as follows**:** (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Side**	**Hours/Day**	**Location**
Undercliff Terrace South	**East**	**9AM-1PM Thursday**	**Walker Road to the Northerly Dead End**

Section 3. Subsection 7-13 Parking Prohibited at All Times on Certain Streets of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Name of Street	**Side**	**Location**
Undercliff Terrace South	**West**	**From the northerly curbline of Walker Road extended to the Southerly property line of # 1 Undercliff Terrace South**

Section 4. Subsection 7-14.1C Night Parking Restricted of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Exceptions:

Name of Street	**Sides**	**Location**
Undercliff Terrace South	**East**	**Walker Road to the northerly Dead End**
Undercliff Terrace South	**West**	**In front of House #1 only**

Section 5. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. This Ordinance shall take effect upon final passage and publication in accordance with law.

_____ _____

Karen J. Carnevale, R.M.C. **Tammy Williams, Council President**

_____

Susan McCartney, Mayor

Introduced: April 18, 2023

Adopted: May 2, 2023

LEGISLATIVE HISTORY

This Ordinance amends the Revised General Ordinances of the Township of West Orange Chapter 7-7.3 Temporary Parking Prohibition for Snow Plowing and Removal, Chapter 7-12 Parking Prohibited for Street Cleaning and Maintenance, Chapter 7-13, Parking Prohibited at All Times on Certain Streets, and Chapter 7-14.1C Night Parking Restricted on the northerly section of Undercliff Terrace South. This change was requested by the Homeowners on this street, who petitioned for overnight parking in front of their homes.