

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 38-15

RESOLUTION AWARDING CONTRACT FOR PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR IMPROVEMENTS TO MEMORIAL PARK TENNIS COURTS

WHEREAS, the Township of Maplewood ("the Township") has a need to retain professional consulting engineering services in connection with design and construction administration for Memorial Park Tennis Court improvements; and

WHEREAS, proposals were received from two different engineering firms for Engineering Design Services and reviewed by the Township Engineer and Recreation Director; and

WHEREAS, the Township Engineer and Recreation Director has accepted the proposal dated January 7th, from Suburban Consulting Engineers, Inc., a copy of which is attached; and

WHEREAS, the Township wishes to proceed pursuant to the provisions of N.J.S.A. 19:44A-20.8; and

WHEREAS, the award of contract for professional services is exempt from the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, the firm of Suburban Consulting Engineers, Inc. is experienced in providing these services; and

WHEREAS, Suburban Consulting Engineers, Inc. has submitted a Business Entity Disclosure Statement which certifies that Suburban Consulting Engineers, Inc. has not made any contribution to a political or candidate committee in the Township in the previous one (1) year and this resolution prohibits Suburban Consulting Engineers, Inc. from making any contributions for the term of this contract; and

WHEREAS, the Township Engineer and Recreation Director has recommended award of contract to Suburban Consulting Engineers, Inc.; and

WHEREAS, the Chief Financial Officer has certified that funds are available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, as follows:

1. A contract be and is hereby awarded to Suburban Consulting Engineers, Inc., pursuant to the terms of their January 7, 2015 proposal in the amount of \$17,515.00;

2. The firm of Suburban Consulting Engineers, Inc. is prohibited from making any contribution to a political or candidate committee during the term of its contract with the Township;
3. The Township Business Administrator and the Township Clerk or her designee be and are hereby authorized to enter into a contract on behalf of the Township in connection with these services;
4. A copy of this Resolution shall be printed once in the News Record of Maplewood and South Orange and is to be retained on file in the Office of the Township Clerk; and
5. The Business Entity Disclosure Certification shall be placed on file with this resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on February 3, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 3rd day of February, 2015.

Elizabeth J. Fritzen, R.M.C.
Township Clerk



January 7, 2015

Township of Maplewood
574 Valley Street
Maplewood, New Jersey 07040

Attn.: Keith Knudsen, Recreation Director

Re: Township of Maplewood, County of Essex, State of New Jersey
Professional Design Services
Memorial Park Tennis Courts Improvements Project
Our File No.: Proposal SCE-P07944.011 Revision B

Dear Mr. Knudsen:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide this proposal for Tennis Court Renovation Design and Consulting Engineering and Construction Phase Support Services to the Township of Maplewood. It is our understanding that the Township of Maplewood desires to renovate the three (3) existing Tennis Courts located at Memorial Park. Memorial Park is one of the Township's larger multi-use parks and is located across the street from the Maplewood Township municipal building.

The Project Team is excited about the opportunity to represent the Township of Maplewood to complete this project on-schedule, on-budget and beyond your expectations. SCE is registered as a Small Business Enterprise (SBE) and has extensive project experience in the design of similar projects for public agencies in the State of New Jersey. Members of the SCE project team are familiar with the design and construction standards of tennis courts and the latest products and recommendations and will provide the Township of Maplewood with a *superior design team that is second to none in the industry*. SCE has designed tennis court facilities for many public agencies and educational institutions. Previous Tennis Court projects designed by members of the SCE Project Team include the NCAA Tennis Court facility at the College of New Jersey (TCNJ), Tennis courts at Georgian Court University, Mount St. Mary Academy, Grover Cleveland Park, Essex County, Roseland Municipal Tennis Courts, Orchard Park Tennis Courts in Wall, Long Branch Tennis Courts, Jackson High School Tennis Courts, Whippany Park High School tennis Courts, Hanover Park High School Tennis Courts, and Beaver Brook Masters Association Tennis Courts in Clinton, NJ.

SCE is also a member of the *American Sports Builders Association (ASBA)* and the project team consists of engineers, landscape architects, planners, construction observation specialists and support team professionals that are familiar with the current technology and proven methods of tennis court and athletic facility construction. Our knowledge of the project area, the various methods and materials available for the design of tennis court reconstruction are second to none and will ensure that the Township receives *the highest level of client service and project satisfaction*.

Our project team members have previously worked in the Township of Maplewood on other public projects and park improvements. Our local knowledge will enable us to immediately hit the ground running with our planning and design process.



SCE has reviewed the project requirements and the existing site and project information provided to us from the Township. We have familiarized our Project Team with the project goals and objectives and have developed the following Scope of Services to meet the needs of the Township.

SCOPE OF SERVICES

SCE conducted site visits to assess the existing condition of the 3 tennis courts. Based on our findings, standing water, root damage and aging of the asphalt surface were observed as cause of the tennis court failure. In order to completely rehabilitate and restore the site area within your project construction budget of approximately \$150,000, SCE recommends that the Township consider several alternate methods to renovating the tennis courts. It is our understanding that additional funding may be allocated. Based on our previous conversations and proposals to the Township, it is our understanding that 2 of the alternate methods of construction are desired to be designed and bid by the Township simultaneously. This will result in a cost savings of incorporating 2 methods of construction into 1 bid package.

Alternate methods of reconstruction include total tennis court reconstruction of a new asphalt base, or installation of post tension concrete slabs over existing courts for the new reconstruction. All methods will require new court surfacing, netting and posts and surface color coating and striping along with improved drainage facilities to be considered as the method of renovation for the tennis court rehabilitation project. Fence fabric and framing improvements and installation and adjustment of gates will be evaluated and included as necessary. As part of our overall services, we have included the scope of work and pricing to prepare the design and specifications for the design such as the reconstruction of the courts with entirely new asphalt surfaces, or design of the reconstruction of the tennis courts with post tension concrete slab technology for comparison of prices to fit within the project budget and to provide the longest useable life of the tennis courts, and longer warranties against structural cracking and failures.

Tennis Court Observations

The three (3) existing tennis courts are constructed of asphalt pavement, have a color coating surface with white stripes and have tennis nets and posts in place at each court. The courts have a considerable amount of wear and significant cracks in the surface. It does not appear that these tennis courts have been entirely overlain with asphalt in the past, and there is evidence in attempts to patch surface cracks in the surface. There appears to be damage of roots from trees that presently exist at the site. There also appears to be drainage issues on the courts and evidence of stormwater runoff from adjacent site areas impacting the drainage facilities and patterns on the tennis court surfaces.

The surface cracks vary in width to as much as almost 1" wide in places. The depth of the cracks vary and some extend 2" deeper or more. Evidence of ponding or "bird baths" on the court surface are apparent in several locations, although no water was present on the courts at the time of this inspection.

There is evidence of existing trees and extensive roots at the surface that surround the tennis courts that have developed root systems that are under the asphalt courts and would cause additional cracking and bulging of the asphalt surface. The majority of the cracks are located near the edges of the courts with some cracks adjacent to the existing fence posts and extend outward throughout the courts.



The existing fence and framework is in fair to good condition. Adjustments to gates, fence and gate framework and some chain link fence fabric material adjustments are recommended, but no major fence reconstruction or replacement is required.

Below is a description of the two (2) options to how these tennis courts may be renovated to fit within the project budget.

Option 1: Total Asphalt Reconstruction:

Option 1 includes the removal of existing asphalt pavement, adjusting appropriate grades, and constructing a supplemented 4" to 6" thick DGA base course, a 3" thick asphalt base course, and a 1½" asphalt surface course, then color coating and striping. The tennis court nets and posts will also be replaced during the court renovation. Site drainage will be improved with the installation of a French drain along the perimeter of the tennis courts to avoid standing water adjacent to and under the asphalt surface. Option 1 will result in additional site disturbance and the need for significant areas of lawn area restoration will be required. A Soil Erosion and Sediment Control Permit will also be required. The estimated construction cost to renovate the three courts in accordance with Option 1 is approximately \$ 155,000, to \$185,000, which does not include any fence improvements. Fencing improvement options will be described and estimated separately, but it is recommended to retain the existing fence since it is in good condition. Total reconstruction of the asphalt pavement may require the fencing to be entirely removed and new fencing provided. This method of tennis court asphalt reconstruction does not warranty against future cracks, and cracks will reappear on the surface as the asphalt ages and deteriorates. This method should enable the tennis court to have a 15 to 18 year useable life span or longer under normal conditions.

Option 2: Post Tension Concrete Slab Reconstruction over Existing:

Option 2 includes repairs and filling of cracks, installing a 6 mil poly material over entire courts, installing 2"x 4" riser boards around perimeter, installing post-tension concrete cables, cables are 7 strand, ½ sheathed and greased cables, install double rod #4 rebar on both sides of anchors, pour 3000 PSI concrete at 4" depth into forms, perform stressing of concrete with tensioning of cables, after final stressing procedure, ends of cables to be cut off and cone holes to be filled with no-shrink grout. Surface to be checked for flatness and then color coated and striping installed per specifications. The tennis court nets and posts will also be replaced during the court renovation. The estimated construction cost to renovate the 3 courts in accordance with Option 2 is approximately \$165,000 to \$195,000, which does not include any major fence improvements. Fencing improvement options will be described and estimated separately, but it is recommended to retain the existing fence since it is in good condition. The PT slab method of reconstruction will not require the fencing to be entirely removed and cost savings will be achieved. This method of reconstruction typically includes a 20 year warranty against structural cracking, heaving and settling. Limited hairline future cracks are very rare but may reappear on the surface as the concrete and surface coatings age and become weathered after 20 years. This method should enable the tennis court to have a 20 to 30 year useable life span under normal conditions.

Fence Observations

The existing tennis courts are surrounded by a 10' high chain link fence with galvanized steel posts and rails. The existing chain link material is a vinyl coated fabric. There are no windscreens provided on the existing tennis courts. The fence posts are a typical size diameter pipe material that is often specified



for chain link fencing at this height. The rails and support posts also are in good condition with only a minor need of repairs in limited areas. The rails and posts are also in good condition and are not rusted. Gates and gate hardware may require adjustments and replacement in limited areas.

Conclusions

The overall condition of the tennis courts exhibit areas in need of repair and renovation. The options presented will result in new facilities that will provide the public with an improved recreation amenity. SCE has prepared this proposal for professional services to design the proposed improvements and obtain construction bids for Both Design Options and items required for the project.

In accordance with this outline of the scope of improvements, the following tasks will be performed as part of our scope of services:

TASK I – Project Initiation Phase

Meetings and Coordination

We will meet with representatives from the Township of Maplewood including the Township Engineer and the Parks and Recreation Department Director and their designees to establish the requirements for the design of the tennis court improvements. We will also meet with other Township personnel to discuss the project intent and planning process. We will discuss the goals of the project with the project stakeholders and create a design that meets the goals, objectives and project budget established by the Township. Once we review and analyze all existing conditions, we will evaluate all options for the type of proposed improvements.

Project Base Mapping and Existing Topographic Field Survey

SCE has performed detailed site inspections of the site and reviewed available aerial photography, topographic mapping, soils maps, and NJDEP mapping prior to implementation of the concept design tasks. This detailed review of documentation will be collected and evaluated to obtain a more thorough assessment of all existing features and utilities associated with the park improvements. This review and reference material has become the baseline data for our pre-proposal site review. It has come to our attention that some site features such as drainage inlets, piping, light poles, and potential utilities are not indicated on the existing topographic mapping provided by the Township. Additional site investigations and field edit measurements will be performed by the SCE project team once awarded the project and we will update the base map information for the development of site plans and construction documents for the project. We will utilize existing topographic mapping provided by the Township and perform a field survey investigations to obtain drainage inlet information. It is our understanding that an entire outbound boundary survey or new topographic field survey is not required or included in this scope of services and proposed fees.

Background historical data and previous site plans for the site will be integrated into the project file. SCE will contact related utility companies to obtain any available record information. Critical path issues will be forecasted and tracked to maintain the project schedule. Interviews will be implemented with known sources to take advantage of all available knowledge on the history of the facility.

SCE will develop base mapping for the project and will prepare the base map for the project area. The mapping for the project will be prepared at an appropriate scale with one (1) foot contours in AutoCAD



format. The mapping will be field edited for completeness and accuracy. The survey crews from SCE will field locate visible utilities, limits of pavements, fencing with heights indicated, gate widths and location, tennis net posts and striping locations, adjacent trees and vegetation, benches and site furnishings, light poles, drainage structures within the project area, spot elevations on tennis court areas at all corners of pavement and at midpoints of tennis courts and on a grid pattern throughout the courts. Inverts of utilities that are required for the project will be obtained for inclusion on the base map. No additional boundary survey or right of way survey work or field topography survey work, other than what has been defined above, is required as part of this proposal.

TASK II - Preliminary & Final Design

Meetings

SCE will meet with the appropriate representatives to review, discuss, and finalize the plans. We anticipate a maximum of one (1) meeting throughout the design process.

Preliminary Plans

SCE will prepare a set of preliminary improvement plans for the reconstruction of the tennis courts and fence improvements. The preliminary improvement plans will be developed and used to define a program of site development to meet the budgetary and construction scheduling requirements. The Preliminary Plans will include the design elements required for the various site improvements such as site layout plan, court improvements, drainage improvements, grading and details.

SCE will prepare preliminary site plans, grading plans and details at an appropriate scale to design the proposed improvements, and review the design with the Township. With the completed preliminary design plans we will then be able to more accurately define construction costs and define a construction program.

Cost Estimates

We will prepare cost estimates for the proposed improvements throughout the design process. Cost estimates will utilize information of recently bid projects of a similar nature.

Final Design Construction Plans

SCE will prepare the following drawings as part of the overall set of contract documents that will be prepared for the proposed construction of the site improvements based upon the Approved Preliminary Design. Plans prepared by SCE will include the following:

- a) Site Plan with Proposed Improvements Designated. Notes pertaining to demolition, site access, proposed construction and staging areas will be noted on this single plan.
- b) Project Construction Details for pavement sections, tennis court striping layout, tennis court net posts, fencing renovation, chain link fencing adjustments, chain link gates, drainage improvements.

Specifications

We will prepare the technical specification sections (Supplementary Specifications) based on N.J. Department of Transportation's 2007 Standard Specifications for Road and Bridge Construction and the latest pertinent addenda thereto. It is our understanding that the preparation and coordination of the



specification front-end and a construction agreement contract will be prepared by SCE, but any legal documents (if required) to conform to the requirements of Township will be prepared by others.

Engineer's Estimate

An Engineer's Construction Cost Estimate using the final construction quantities and estimated construction costs will be prepared for the project. The final estimate will be prepared utilizing the ordinary and reasonable skill and care usually exercised by athletic facility designers and engineers performing similar services. We will submit one copy of the estimate for review.

Deliverables

We will provide up to ten (10) copies of the plan sheets that SCE prepares for the bidding and approval of the project. Specifications will be provided electronically in Microsoft Word format. Plans will also be provided electronically as .pdf or AutoCAD files. The preparation or reproduction of any additional plans or specifications will be invoiced separately as reimbursable expenses in accordance with the rates identified in this proposal.

TASK III - Permitting

Since Option 2 methods of reconstruction do not propose site disturbance of 5,000 square feet or more, it is **NOT** anticipated that a Soil Erosion and Sediment Control Certification will be required. Since Option 1 may be selected and is being designed as one possible method of reconstruction, or the scope of work be revised to require more than 5,000 square feet of soil disturbance and an application to the Soil Conservation District will be required, SCE will prepare a Soil Erosion and Sediment Control Plan, details and notes, and prepare the required application forms. All permit application fees are the responsibility of the Owner and are not included in this proposal.

TASK IV - Bidding Services

It is our understanding that SCE will perform the required Contractor Notification & Bidding Services for the project. SCE will perform the following services:

- Coordinate notification of plan availability to potential bidders and contractors.
- Respond to bidder's technical questions during appropriate period of the bid phase.
- Preparation and assistance in distribution of addenda to bidders (if applicable).
- Attend bid opening at the Township of Maplewood (if required).
- Review bids and prepare spread sheet analysis of items to confirm accuracy.
- Coordinate with the Township on bid acceptance and bidders qualifications.
- Prepare a written letter of recommendation of award.

TASK V - Construction Administration & Observation Services

It is our understanding that the Township has not decided if the Engineer will be required to perform the Construction Administration and Observation services for the project. We have included a sample scope of services and associated fees for your review and option to include in our scope of services. The following services will be provided:



Progress Meetings – SCE will attend a maximum of three (3) progress meetings with the Township, contractor and the representatives in order to discuss project status, questions or other red flag items.

Contractor Requests for Information - SCE will address all contractor questions that may arise in a timely fashion in order to keep construction on schedule.

Shop Drawing Reviews - SCE will review all shop drawings submitted by the contractor within five (5) working days and make recommendation for amendments or approve without exceptions.

Payments - SCE will assist in the review of payment requests submitted by the contractor and provide a payment recommendation to the Township.

Construction Stake-Out - SCE will provide the contractor with a digital copy of the design plans for utilization in construction stakeout.

Materials Acceptance - SCE will assist in the inspection of site related materials delivered to the site for compliance with approved shop drawings. All damaged freight will be documented and verified if a field repair can be implemented by the supplier or if the items need to be rejected.

Site Observation – Site progress meetings with the contractor and the Township are included in our proposal. For the purposes of estimating these costs, it is estimated that the project construction time of completion is 60 calendar days, plus additional time for the tennis court surface to “cure” prior to applying the color coating system and striping. We anticipate providing a construction inspector on site an average of four (4) hours per week. This is the equivalent of two (2) visits per week on a periodic basis. Should the project or lack of quality of work or experience of the contractor, or excessive questions or clarifications required by the contractor or the Owner require more than four (4) hours of observation per week, we will invoice the time as additional services after notifying you of the need for additional site observation and coordination services.

Having designed and constructed numerous tennis courts and athletic facilities with underground drainage and pavement surfaces, SCE does not recommend a very limited number of hours for onsite construction observation. Without an established presence onsite, even if on a part time basis, there is no observation of the quality of workmanship of the contractor and there is no guarantee that the items are being installed as designed in the contract documents. Any time over the above stated hours due to the contractor not meeting the time of completion requirement or the contractor not completing the work on schedule or efficiently, will be invoiced as additional services and will be approved by the Owner and will be invoiced at the hourly rates included in this proposal.

Project Close-Out - Prior to the completion of the project, SCE will coordinate the completion of all site related final punch list items. The contractors will be provided an ongoing list of items that require to be addressed that will be updated on a monthly basis. Prior to the recommendation of final payment, the contractor will be required to complete all punch list items. Upon completion of the project, SCE will work with the Owner and contractor to prepare a complete file of all warranties, material data sheets, shop drawings, inspection reports and meeting notes in chronological order. The data will be bound for distribution to the Owner for future reference.



It should be noted that SCE has provided an estimated fee for observation related services that is anticipated to be sufficient barring significant changes in field conditions and construction related delays. Should extraordinary field conditions, questions or redesign requests by the contractor or owner, or construction delays occur that require additional time or services which would exceed our estimated fee, SCE will provide a written re-evaluation of the extent of services needed to complete the project prior to performing any such services. No additional services will be performed without prior authorization.

Fee Proposal

The Fee Schedule includes all of the tasks outlined in the Scope of Services. Based upon the foregoing scope of services, we offer the following fees.

Task I – Project Initiation Phase & Base Mapping	Lump Sum Fee \$ 1,200.00
Task II – Preliminary & Final Design Services (Both design options)	Lump Sum Fee \$ 8,900.00
Task III – Permitting (Required only if Option 1 selected)	Lump Sum Fee \$ 500.00
Task IV – Bidding Services	Lump Sum Fee \$ 1,615.00
Total Fee with Permit Phase (if needed)	\$ 12,215.00

Optional Services:

A) Task V – Construction Observation & Administration	Lump Sum Fee	\$ 5,300.00
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It should be noted that our fee is based on the specific tasks and deliverables as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project. SCE proposes to invoice the Township monthly on a “percentage complete” basis.

Project Schedule

SCE is prepared to begin work within one (1) week upon written authorization to proceed.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$150/hr.
- Project Manager \$140/hr.
- Senior Engineer \$125/hr.
- Engineer \$110/hr.



- Landscape Architect \$110/hr.
- Land Surveyor \$110/hr.
- Senior Designer \$100/hr.
- Designer \$85/hr.
- Technician \$70/hr.
- Senior Inspector \$85/hr.
- Inspector \$70/hr.
- Secretarial/Clerical \$35/hr.
- Survey Equipment Unit Cost
 - Robotic/GPS \$50/hr.
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
 - Large format black and white document reproduction \$0.50/square foot
 - Large format color document reproduction \$3.00/square foot
 - Large volume black and white photocopies \$0.15/copy
 - Large volume color photocopies \$0.30/copy
 - Mileage will be billed at \$0.57 per mile.
 - Approved subcontracted services will be billed at actual cost plus 15 percent.

Services Not Included Unless Authorized

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be reviewed, and if substantial review comments are received, costs will be invoiced in accordance with the hourly rates in accordance with the attached fee structure on a time and material basis. If required, an estimate of costs to address such comments will be provided prior to commencement of such services.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related



to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE 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 in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Billing Schedule

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen



(15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one copy to my office. We will consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for sixty (60) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to Suburban Consulting Engineers' Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, do not hesitate to contact me.

We thank you for the opportunity of providing this proposal, and look forward to working with your office on completing this project. Should you find our proposal acceptable, please sign below indicating your concurrence with this agreement and send via email to jperello@suburbanconsulting.com. Should you have any questions or comments pertaining to the contents of this proposal, please feel free to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

Joseph D. Perello, LLA, RLA, PP, Vice President

ACCEPTED THIS _____ day of _____, 2015.

BY: _____

TITLE: _____
(Print Name and Title)