



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters

331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

July 16, 2015

James J. Damato, Esq.
General Council
Township of Union Board of Education
2369 Morris Avenue
Union, NJ 07083

Re: Proposal for Professional Services
Former Vauxhall Library Branch, Hilton Avenue, Union, NJ
Block 5813, Lot 23
Union Township, Union County, New Jersey
MC Proposal No. 13001858P

Dear Mr. Damato:

Maser Consulting P.A. is pleased to submit this proposal to provide professional engineering services relative to the former Vauxhall Library site in the Township of Union, Union County, New Jersey.

It is our understanding that the Board of Education (the "Board") is in the process of acquiring the former Vauxhall Library site from the Township of Union. The project site is located on Hilton Avenue and has frontages on three streets, Hilton Avenue, Russell Street and Montclair Avenue. We understand that another firm will provide an Environmental Site Assessment (ESA) of the site and will provide information to this office relative to the asbestos abatement reportedly required to demolish the former library building.

We have provided the following scope of service to prepare a survey of the property, a concept plan and preliminary engineer's cost estimate for demolition of the existing structure and construction of a new parking lot on the site.

This proposal is divided into three sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III - Client Contract Authorization

The following scope of services will be provided to the Board relative to the project.

SECTION I – SCOPE OF SERVICES

Based on our understanding of the project, we propose to provide the following:

Client's Initials _____



PHASE 1.0 BOUNDARY AND TOPOGRAPHIC SURVEY

Maser Consulting will prepare a Boundary Survey of Block 5813, Lot 23 in the Township of Union, Union County, NJ, containing approximately 0.22 acres, in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

We will also prepare the survey according to 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors. No Table A items are included.

The basis for the location survey will be the cover deed(s) of record of the subject property and the adjacent parcels present cover deeds of record along with the physical evidence recovered in the field. The location survey will be performed based on local horizontal control and will be performed at grade of the subject properties.

The quoted fee is based on the assumption that the deed(s) for the property mathematically close, that there are no title problems, that there are no overlaps or gores with adjoining properties and that extraordinary research and analysis is not required. In the event that any of these issues occur during the performance of our work, we will discuss any additional work that may be required and related costs with you before the work is performed.

Included in this phase of work are the following tasks:

- Public records research and pre-field records review;
- Field traverse, location survey and data collection;
- Field survey data reduction and computation;
- Boundary analysis and survey calculations.

The client should furnish the surveyor with the following information/documents before we initiate work on the project:

- a.) A copy of the property deed of record.
- b.) A copy of the property title binder.
- c.) A copy of all adjoining deeds and reference filed maps. (MC can obtain this information for you if you are unable to through our subcontractor. This fee will be passed onto you as a reimbursable expense).
- d.) A statement in writing of the person or persons to be named in the certification of survey (form enclosed).

In addition to the Boundary Survey, Maser Consulting will perform a Topographic Survey of Lot 23. We will prepare a topographical survey map that is a graphic pictorial representation of the above ground features within the project area to be used as a basemap for a proposed site plan. For the purposes of this project, the topographical mapping will be 30 scale with one foot



contours. The contouring information will be generated through ground survey work and include the area within the boundary of the lot and a 10 foot overlap on adjoining properties and to the centerlines of adjoining public roads. The survey will include contours, spot elevations and locations of buildings, sidewalks, parking areas, striping, fences, driveway, etc. Individual trees will be located and wooded areas will be identified with a dripline. We will also locate accessible above-ground and visible utilities including utility poles, storm structures, sanitary manholes, water valves, hydrants and other identifiable utilities. We will measure invert elevations of the accessible utility structures. Two (2) onsite benchmarks will be set.

Although we will survey visible evidence of existing utilities, we may not be able to confirm the existence, or actual position of all underground utilities which may be running through, or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. If requested we can enlist the services of a subsurface utility engineering firm to investigate and mark the approximate location of subsurface utilities that may exist on the site. The fee for this additional service will be negotiated at the time of the request.

The primary survey control will be established using GPS. The horizontal control points will be tied to the New Jersey State Plane Coordinate System, North American Datum (NAD) 1983, and the vertical control points will be tied to North American Vertical Datum of 1988 (NAVD 88).

Unless a corner marker setting waiver (see enclosed) is obtained, pursuant to P.L. 2003, C.14(C.45:8-36.3) and as promulgated by the NJ Board of Professional Engineers and Land Surveyors, NJAC 13:40-5.2, a corner marker must be set on each of the property corners not otherwise found during the boundary survey. Corner markers will be set as an iron rebar with an identifying cap or other appropriate marker.

Phase 1.0 Lump Sum Fee

\$4,675.00

PHASE 2.0 CONCEPT PLAN

Task 2.1 Concept Plan

It is our understanding that the existing library facility is to be demolished and the property is to be developed with additional parking to be utilized by the Board of Education. Accordingly, this Phase includes a review of available aerial mapping and the tax map for the subject property. A preliminary review of the current Township Zoning and Land Use Ordinance will be reviewed to determine the parameters and design standards to be utilized for the layout. The layout will serve to maximize parking, provide safe circulation and provide an area to display the World War I memorial. This concept will depict layout of site items only and will not include proposed grading design. The concept layout will be drafted in AutoCAD over the aerial of the property and be provided for review and approval in hard copy and PDF formats. Please note it is our understanding that this lot will function without a vehicular connection to the nearby school lot



and ADA accessible spaces will not be required on the new lot, and will be provided separately as needed on the school lot by the Board of Education.

Task 2.2 Preliminary Cost Estimate

This phase includes the preparation of a cost estimate based on the concept layout developed in Phase I above. Available quantities will be obtained from the AutoCAD file such as curbing, pavement and landscape areas. Other construction quantities will be estimated based on our firm's experience with similar projects and site observations. Please note that this will be an order of magnitude estimate, subject to refinement based on additional information, additional due diligence and further design as the project progresses. In the absence of a topographic survey, grading design and geotechnical investigation, the estimate of earthwork activities and associated unit costs will be preliminary. In addition, the findings from the Phase I Environmental Site Assessment as well as information regarding the existing building to be demolished can be utilized if available at the time of cost estimate preparation. The estimate will list site items with quantities and unit costs in an organized format with any assumptions clearly stated. The estimate will be provided in hard copy and PDF formats along with the Concept developed in Phase I above.

Task 2.3 Final Design Documents and Preliminary Cost Estimate

Upon review and approval of the Concept Plan and Preliminary Cost Estimate, Maser Consulting will prepare final design plans for public bidding. The plans will incorporate the demolition of the existing building and the construction of a new parking lot. Information relative to environmental conditions such as asbestos abatement will be provided by the Board's environmental consultant for inclusion in the bid package.

Maser Consulting P.A. will complete all field investigations necessary to document all site features and prepare basemaps for design. We will coordinate with all utility companies, as required, regarding the shutoff of the existing utilities. As this project will include the disturbance in excess of 5,000 sf, Maser will also apply to the Freehold Soil Conservation District for certification as required. The plans will include notes and details on the relocation of the existing World War I monument, and removal of visible utilities and all site features. The final site will include topsoil and seed restoration as well as the new parking lot and associated features.

The Construction Plans will be supplemented with specifications, which will be prepared in accordance with the public bidding format. Once the plans and specifications are complete, Maser Consulting will coordinate with the Board and provide assistance throughout the bidding process. This will include the advertisement of the bid, response to all bidder questions and the review of the bids and preparation of a recommendation of award to the Board.

Phase 2.0 Lump Sum Fee

\$16,150.00



PHASE 3.0 CONSTRUCTION OBSERVATION AND ADMINISTRATION

Maser Consulting will perform construction administration and construction observation services during the period of the construction contract. It is anticipated that the contract will have a time period of two (2) months. Part-time construction observation services will be provided throughout construction activities and final inspections. Maser Consulting will check on the Contractor's compliance with the contract documents and provide monthly status reports and recommendations regarding payment applications. The following scope is included in this proposal:

- 3.1 Attend and chair the pre-construction meeting and prepare and distribute the minutes of that meeting.
- 3.2 Manage all submittals and develop and maintain a shop drawing log. Maser Consulting shall review for approval/disapproval all shop drawings, schedules and other submittals.
- 3.3 Perform part-time construction observation services as required during construction of the proposed improvements. Maser Consulting shall provide observation of construction for conformance with the Contract Documents and approved shop drawings and report any deviations to the Borough and the Contractor.
- 3.4 Review and recommend for approval to the Borough, Contractor's quantities, measurements, and requests for payment on a monthly basis.
- 3.5 Maintain pertinent job records including Contract Drawings, Addenda, Change Orders, Payment Estimates, and Daily Inspection Reports.
- 3.6 Maintain copies of all files related to this project including, but not limited to, all correspondence, permits, Requests for Information, shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc.
- 3.7 Negotiate and prepare change orders approved by the Borough as required. Independent cost estimates will be prepared during review of the change orders in order to advise the Borough on the validity of the change orders.
- 3.8 Prepare a punch list of remaining work near completion of the project.
- 3.9 Prepare final estimate and closeout project as per the Contract Specifications.

Phase 3.0 Hourly (Not to Exceed)

\$19,895.00



SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services at the following lump sum fees.

PHASE 1.0	TOPOGRAPHIC & BOUNDARY SURVEY	\$ 4,675.00
PHASE 2.0	CONTRACT DOCUMENTS AND BID SUPPORT	\$ 16,150.00
PHASE 3.0	CONSTRUCTION OBSERVATION AND ADMINISTRATION	\$ 19,895.00
	TOTAL	\$40,720.00

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- A Phase I Environmental Site Assessment (ESA) will be performed by others and is excluded from this proposal.
- An Asbestos Survey and preparation of bid documents relative to the required abatement will be prepared by others and incorporated into the Maser bid documents.
- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Services not specifically outlined above;
- Construction stakeout services;
- Subdivision or Consolidation Plans and/or Parcel Maps.
- Stormwater detention, infiltration or recharge designs are not anticipated since the overall plan is to have the same or less impervious coverage post development;
- Tree Location Plan and/or survey and Tree Replacement Plans;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Application fees & escrow deposits to the municipality or to any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review;



- Additional boundary or topographic surveys;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

Should additional services be required or requested, upon the Board's authorization, they will be invoiced at the hourly rate pursuant to the attached Rate Schedule.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at **ONE AND ONE-HALF TIMES** our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full **UPON RECEIPT** and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.



Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.



Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III - CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please initial each sheet, sign where indicated above in Section III, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid until **September 30, 2015**.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Joseph R. Venezia', with a long horizontal flourish extending to the right.

Joseph R. Venezia, PE, PP, CME, CPWM
Senior Associate

JRV/sab
Attachment (2015 Union Township Rate Schedule)
Cc: Paul Calabrese, P.E., Maser Consulting



**2015 RATE SCHEDULE
TOWNSHIP OF UNION, UNION COUNTY, NJ
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2015**

Our professionals provide consulting services in the following disciplines at the hourly rates listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Project Professional	165.00
Project Manager	155.00
Senior Technical Professional	140.00
Project Specialist	135.00
Senior Technical Specialist	130.00
Senior Specialist	120.00
Technical Specialist	110.00
Specialist	100.00
Senior Data Technician	95.00
Senior Technical Assistant	85.00
Technical Assistant	75.00
Data Technician	65.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man	170.00
Expert	225.00
Sr. LSRP	210.00
LSRP	180.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Mileage Reimbursement*	0.56 / Per Mile
Travel (Hotel, Airfare, Meals)	Cost
Printing	2.85/Each
Computer Mylar's / Color Plots	40.00/Each
Color Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	45.00/Each
Bulk Printing	Cost
Sub-Consultants/Sub-Contractors	Cost + 15%

* Mileage reimbursement subject to change based upon IRS standard mileage rate