



June 13, 2017

Via Electronic Mail (michael.neves@boontonschools.org) and Regular Mail

Boonton Public Schools
434 Lathrop Avenue
Boonton, New Jersey 07005

Attn.: Michael S. Neves, RSBA, Business Administrator

Re: Town of Boonton, County of Morris, State of New Jersey
Professional Engineering Services
John Hill School - Safe Route to School - Construction Administration and Observation Services
Our File No.: Proposal SCE-P09454.011

Dear Mr. Neves:

Further to your recent request, **SUBURBAN CONSULTING ENGINEERS, INC. (SCE)** is pleased to provide the following proposal for the construction administration and observation services for the Safe Routes to Schools project for John Hill School located in the Town of Boonton, New Jersey.

Scope of Services

SCE will perform Contract Administration and part-time Construction Observation, review and recommend contractor pay requests; punch list items and project close-out. Due to the segmented nature of the work, SCE anticipates the Construction Observation to require an average of twenty-four (24) hours per week. In addition, we assume approximately four to six (4-6) hours of engineering review and oversight per week to review shop drawings, answer contractor questions and coordinate with the Client and utility companies. Construction duration is assumed to be nine (9) weeks; if additional inspections are necessary for any reason, supplementary Construction Observation and Administration Services will be provided for an additional fee.

Fee Proposal

SCE proposes to provide the above referenced scope of services for an **Estimated Fee of \$29,500.**

Project Schedule

SCE is prepared to start immediately upon authorization and a signed copy of this proposal in accordance with the Contractor's schedule.

Services Not Included Unless Authorized

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 has not been included in this cost proposal. These services and items include but are not limited to:

- Design Services
- Surveying Services

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 \$142/hour
- Project Manager \$124/hour
- Senior Engineer/Project Coordinator \$120/hour
- Engineer \$115/hour
- Landscape Architect \$124/hour
- Professional Land Surveyor \$126/hour
- Senior Designer \$107/hour
- Designer \$105/hour
- Technician \$91/hour
- Senior Inspector \$96/hour
- Inspector \$96/hour
- Secretarial/Clerical \$52/hour
- Survey Equipment Unit Cost
 - Robotic/GPS \$50/hour
- 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.

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.

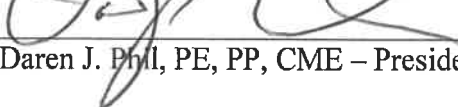
Billing Schedule

Time spent will be invoiced on an hourly basis up to the contract fee. In the event that we exceed the estimated fee by 15%, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.

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 (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that all terms and conditions will remain in accordance with our current contract to date. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Daren J. Phil, PE, PP, CME – President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)