

August 16, 2021

Historic New Bridge Landing State Park Commission
Bergen County Historical Society

Attn: Mr. James Smith
T #201-983-9655
Email: bchs1902@gmail.com

Subject: Proposal for Engineering Services
Parking Lot Improvements & Feasibility Analysis
New Bridge Landing
1205 Main Street, River Edge, NJ 07661
LAN Ref. #2.800.0Lp21-159

Dear Mr. Smith:

In accordance with your request, LAN Associates, Engineering, Planning, Architecture, Surveying, Inc. (LAN) is pleased to present this proposal to prepare site plans for improvements to the existing parking lot and feasibility analysis for future developments at the subject property. Based upon our conversations, the Bergen County Historical Society is interested in the following:

1. Develop a master plan of improvements that may be implemented at the site soon or in the future, so that said improvements can be implemented in a coherent fashion that minimizes demolition and/or re-work associated with future improvements.
2. Explore permitting options for making improvements to the functionality of the drainage ditch that runs through the northern portion of the Historic New Bridge Landing property.
3. Explore the feasibility of using the gravel parking lot that used to be owned by PSEG for parking for Historic New Bridge Landing, including changes to the fencing, adding safety measures, etc.
4. Explore the feasibility of making improvements to the existing stormwater drainage system at the east end of Main Street. This area appears to be within the floodway of the
5. Make improvements to the existing parking lot where the old pizza restaurant used to be. These improvements would include the following:
 - a. Repair or replacement of the existing asphalt that is currently in disrepair.
 - b. If possible, expand the parking lot to the south to provide additional parking.
 - c. Installation of curbing, landscape islands, and fencing to improve pedestrian safety and general aesthetics.
 - d. Installation of stormwater quality measures to treat some or all of the stormwater runoff from the site before it enters the public stormwater system.
 - e. Implementation of wayfinding measures that will direct pedestrians towards the existing crosswalk at the corner of Hackensack Avenue and Main Street.
 - f. Add decorative landscaping & new signage at the southern tip of the parking lot property.

In order to assist you with the following scope of work, LAN offers the following:

Scope of Services:

Task 1: Partial Topographic Surveying

Several survey documents have been provided to LAN. These include boundary surveys of all of the lots that comprise the overall property. Some topographical information has been provided of the northern parcels, which was part of an old design drawing. The topography on this plan was an aerial survey. This topography appears to be sufficient for the purposes of the scope of work, as no actual site design work is proposed on these northern parcels at this time.

The lots that contain the southern parking lot (Block 1305, Lots 1-5) will require more detailed topography, as engineered design work is proposed for these parcels. As such, LAN proposes to perform a topographic survey of these parcels. This topography will be combined with the provided boundary survey, and this combined plan will serve as the base plan for the parking lot design. Utility information will also be collected on and adjacent to these parcels.

Task 2: Site Master Plan

LAN will meet with Commission (and other interested parties) to map out possible future improvements to the property. The purpose of this exercise would be to conceptually lay out future improvements to develop a master plan. A master plan will help the Commission to prepare and implement future projects in a way that maximizes design efficiency and minimizes future re-work that can result from current projects that do not take into consideration future projects.

The deliverable for this task will be a master site plan that outlines all currently anticipated future projects and a narrative that describes the conceptual future phases, their timelines, and how each phase may interact with the other conceptual phases.

Task 3: Design of Parking Lot Improvements

LAN will prepare site plans for the improvements to existing parking lot (Lot 1-5, Block 1305) improvements that include repaving, signage, striping, perimeter fencing, and landscaping features that emphasize consistency with green infrastructure best management practices. The site plans will include construction quantities and construction details. Because a portion of the existing parking lot lies within the expanded Bergen County R.O.W., liaison with the County is anticipated as part of the design process.

LAN will provide a location and allowable size for new decorative signage at the southern end of the parking lot "island" and somewhere in the northern area of the site to direct pedestrians towards the crosswalk. Actual design of the proposed signage is not included, however LAN will work with your chosen sign contractor, and will show images and details of the signs on the site plan that are provided by your sign contractor. Proposed landscaping around the sign area will be designed by LAN's landscape architect.

The anticipated design will improve the existing parking lot and promote greenery, aesthetics, and improve wayfinding in order to direct visitors towards the existing crosswalk.

The fees for this task includes landscape design by a NJ licensed landscape architect.

If required, a plan submission to the municipal planning board is included, and liaison and submission to the county planning board is also included (as the project is located along a County ROW.) LAN will work with your attorney to prepare the appropriate applications for submission to the planning board.

It is assumed that the existing curb-cuts would be maintained, and that a traffic study would not be required by the county or the municipality. If a traffic study is required, LAN will provide a separate proposal for this additional service.

Design of parking lot lighting is also not anticipated. If parking lot lighting is needed, LAN can provide a separate proposal for the design of parking lot and/or pedestrian lighting.

NJDEP Permitting for Parking Lot Improvements

The property is located along the Hackensack River, outside of the Hackensack Meadowlands District (HMD) and CAFRA Zone. Therefore, those areas of the State outside both the HMD and CAFRA, the regulated waterfront area shall include all tidal waterways and lands lying thereunder, up to and including the mean high water line; and adjacent upland areas within 100 feet of the mean high water line. For properties within 100 feet of the mean high water line that extend beyond 100 feet from the mean high water line, the regulated waterfront area shall extend inland to the less of the following distances: (1) 500 feet from the mean high water line; or (2) to the first paved public road, railroad, or surveyable property line that (A) existed on September 26, 1980; and (B) Generally parallels the waterway.

According to Historic Aerials, Main Street existed in 1979, therefore, the waterfront area extends inland from the mean high water line to Main Street on the southeast portion of Block 1304, Lot 2. However, the waterfront area extends from the mean high water to 500 feet towards New Bridge Road almost the entirety of the northeast portion Block 1304, Lot 2.

According to N.J.A.C. 7:7-2.4(d) a permit shall be required for the construction, reconstruction, alteration, expansion, or enlargement of any structure, or for the excavation or filling of any area, any portion of which is in the waterfront area as defined. Therefore, construction of a parking lot within Block 1305, Lot 1-5 would be outside of the waterfront development area and will not require a permit in accordance with the Coastal Zone Management rules at N.J.A.C. 7:7. However, should improvements within the northern portion (north of the terminus of Main Street within Block 1304, Lot 3) of the subject site be proposed, a waterfront development individual permit would be required. LAN understands that the scope of work will be located outside of the waterfront development area, so a waterfront development individual permit is excluded. If it becomes necessary to submit a waterfront development individual permit pursuant to N.J.A.C. 7:7, LAN shall issue a scope and fee for those services under a separate cover.

It is assumed that the project will not be considered a "Major Stormwater Development". LAN will design stormwater management systems to accommodate stormwater from the parking lot in accordance with the applicable stormwater requirements, whether they be local requirements or NJDEP stormwater requirements.

Tidelands

Tidelands, also known as riparian lands, are those lands now or formerly flowed by the mean high tide of a natural waterway. The subject site contains claimed tidelands. It is assumed that the Bergen County Historical Society Inc. maintains either a grant or lease of tidelands and therefore, tidelands grants/lease permissions and fees are exempt from this proposal.

Flood Hazard Area Control Act Rules

All waters in New Jersey are regulated under N.J.A.C. 7:13 unless it's contained in a manmade canal, a coastal wetland, provisionally has a drainage area of less than 50 acres, or is a water-filled depression created in dry land. Every regulated water possesses a flood hazard area and/or a riparian zone as set forth in N.J.A.C. 7:13-2.3. A verification of the flood hazard area is required for the issuance of an authorization under a general permit or an individual permit.

According to FEMA Flood Insurance Rate Map, Panel 191 of 332, Map number 34003C0191H, Map Revised August 28, 2019, the entirety of the site is located within the Special Flood Hazard Area in Zone AE with a Base Flood Elevation 8 (NAVD88) and portions within the Floodway.

Assuming there is no jurisdiction pursuant to the Coastal Zone Management Rules as stated above and the project is not considered a major development as defined in the Stormwater Management Rules, the repaving of the existing parking lot located on Lot 1, Block 1305 may be authorized under permit-by-rule (PBR 2 & 40) providing the size of the existing parking is not increased and existing grade elevations are not raised. A permit-by-rule does not (by itself) require a submission to or approval by the NJDEP, presuming the preconditions are adhered to. As such, no specific permitting task is included for a permit-by-rule. During the design process, we will discuss with you all of the requirements of the permit-by-rule to make sure that none of the restrictions will be objectionable to the Commission, and that they do not compromise the design intent.

If parking lot expansion is desired, or if the permit-by-rule conditions are otherwise objectionable, a permit-by-rule would no longer be applicable, and an FHA Individual Permit will be required instead. This would require a permit submission to NJDEP for approval. This submission would be performed under Task 5, below.

Task 4: - Flood Hazard Area Verification

According to the provided Boswell plans dated 5-1-19, it appears that a Flood Hazard Verification was completed using Method 3 (Fluvial Method). Based on our preliminary permitting analysis, it appears that the site may now be classified as a Tidal Flood Hazard Area on the new FEMA Effective maps that were last updated 8-1-19. Flood Storage Volumes are commonly a limiting constraint for sites located within Fluvial Flood Hazard Areas due to the zero net fill requirements associated with flood storage volumes. Sites that fall within Tidal Flood Hazard areas are not typically subject to the zero net fill requirements. If a new Flood Hazard Verification were to be approved where NJDEP agrees that the site falls within a Tidal Flood Hazard area, then construction and permitting of the parking lot improvements would be less complex.

LAN shall prepare a new Flood Hazard Area Verification utilizing Method 2 (Tidal Method) to verify that the site is tidally influenced, in which case the zero net fill requirements would not be required. Due to the various factors involved with the flood hazard permitting requirements and long lead time for approvals it would be beneficial to complete this task because the results may have a significant impact on the requirements involved with the current and future development of the site and will be useful to accurately analyze specific factors regarding the feasibility of future development. Even though they are not necessarily involved with the parking lot project, LAN will include the northern land parcels in the Flood Hazard Area Verification so that that verification can be used for future planning or improvements of both the parking lot parcels and the northern parcels.

If it becomes necessary to obtain any permits not specified or determine the location of areas regulated pursuant to N.J.A.C. 7:13, LAN shall issue a scope and fee for those services under a separate cover.

Task 5: Flood Hazard Area Individual Permit (Optional)

As noted above, if it is the desire of the Commission to expand the parking lot beyond the limits of the existing lot, then a Flood Hazard Area Individual Permit will be required. LAN will prepare the plans and permit documents for submission to the NJDEP for this permit application.

Application & mailing fees are not included in our fees and would be paid either directly by the Commission or LAN could cover the cost and bill the Commission as a reimbursement.

Freshwater Wetlands Protection Act Rules:

Regulated wetlands areas are known to exist on the northern parcels, however the parking lot appears to be sufficiently far from the wetlands and transition areas. As such, wetlands permitting is not anticipated

for the parking lot improvements. That said, we recommend extending the existing wetlands Letter of Interpretation (LOI).

Task 6: Wetlands Letter of Interpretation Extension (Optional)

According to New Jersey Department of Environmental Protection (NJDEP) Dataminer, the subject site received a letter of interpretation (LOI) in June 2017. LOIs have a 5-year term and can be extended for another 5-year term. Therefore, LAN recommends submitting an extension to the existing LOI for a reliance of the verified extent of wetlands and resource value.

This will allow future projects to rely on the previously approved LOI (presuming those projects are completed within the 5-year period when the LOI Extension will be valid.)

Task 7: Professional Testimony

One of LAN's professional engineers will attend one or more planning board (or zoning board of appeals) meetings and will provide professional testimony in support of the project.

If for some reason the municipality does not require submission to the planning or zoning board for this project, this task could be eliminated.

Task 8: Feasibility Analysis for Future Developments

Based upon the current projects under consideration for implementation, LAN will prepare a detailed feasibility study to help the Commission to determine the feasibility of several future improvements, including the following:

1. Improvements to the functionality of the drainage ditch running through the northern portion of the property.
2. Re-use of the former PSEG property parking lot for parking for the subject property. This would include possible parking improvements, vehicle safety improvements, and fencing upgrades.
3. Improvements to the stormwater drainage in the cul-de-sac area at the eastern end of Main Street. With the previous vacation of the end of main street, the cul-de-sac appears to be located partially on Commission property and partially on NJ State property. Because this area appears to be located in the regulated floodway, NJDEP permitting is anticipated to be required.

For each of these prospective projects, LAN will assess the anticipated permitting that would be required for each project, including local permitting, county permitting, & NJDEP permitting. Approximate design costs, permitting costs, & application fees would be summarized for each project, along with anticipated permitting timelines.

Task 9: Plan Revisions

After submission to the municipality or to NJDEP, plan revisions to address review comments or based upon owner-directed changes will be billed hourly, in accordance with the attached hourly rate schedule.

Task 10: Client Meetings

LAN assumes four client meetings are to be included as part of the above scope of work, and the below fees include time for those meetings. Meetings are assumed to develop the site master plan, to review the site master plan, to review the parking lot improvement plan, and to review the feasibility analysis of future improvements. If additional meetings are requested, LAN would invoice the time for these meetings hourly, in accordance with the attached hourly rate schedule.

Fees

Task #1: Partial Topographic Surveying	\$4,500
Task #2: Site Master Plan	\$5,500
Task #3: Design of Parking Lot Improvements	\$15,000
Task #4: Flood Hazard Area Verification	\$6,000
Task #5: Flood Hazard Area Individual Permit (Optional)	\$9,000
Task #6: Wetlands Letter of Interpretation Extension (Optional)	\$3,000
Task #7: Professional Testimony	\$850 per meeting
Task #8: Feasibility Analysis of Future Improvements	\$5,000
Task #9: Plan Revisions	Hourly
Task #10: Client Meetings	Hourly

Exclusions:

This proposal is specifically limited to the scope of work described above. The following are specifically excluded from our scope of work:

- Application & Mailing Fees (these can be paid either directly by owner or paid by LAN and billed as reimbursable costs)
- Applications to the NJDEP other than specifically noted above
- Threatened and endangered species habitat assessments or surveys
- Cultural, historic, and/or archaeological investigations
- Applications other agencies including the US Army Corps of Engineers
- Hydraulic or Hydrologic Calculations
- Lighting Design
- Traffic Studies
- Bidding Assistance
- Construction Administration
- Construction Inspections
- As-Built Surveying or other surveying not specifically noted in the scope of work

Should any of these tasks, or any other task not specifically listed be required in furtherance of this project, LAN would be happy to either revise this proposal to included additional services or to provide you with separate proposals for any additional scope of work.

The quality of service provided by LAN is demonstrated by the fact that we recently celebrated our 56th year. A majority of the clients for which we provide services have been with us for many years. Based on our long-term experience with the work effort required, LAN is capable of meeting the schedule and budgets prepared for these types of projects. LAN is also capable of performing a variety of engineering, architectural, and environmental services, including architectural building inspections and environmental assessments.

Thank you for considering LAN and allowing us the opportunity to present this proposal. Should this proposal be acceptable to you, please sign where indicated below, with the selected survey tasks checked off, and return a copy to LAN with a retainer of \$1,000, which will be applied toward our final invoice.

Thank you for the opportunity to submit this proposal, and feel free to contact the undersigned if you have any questions.

Respectfully submitted,

LAN Associates, Engineering, Planning,
Architecture, Surveying, Inc. (LAN)



Erik E. Boe, PE

Attachment: #1 – Hourly Rate Schedule;
#2 – Standard Terms and Conditions.

cc: File #2.800.0Lp21-159, w/att.
Mr. Eric Pain (via email: eric.pain@dep.nj.gov)

Accepted By:

Signature

Title/Name of Organization

Printed Name

Date



Engineering,
Planning,
Architecture,
Surveying Inc.

HOURLY RATE SCHEDULE FOR 2021

<u>Job Description</u>	<u>(\$)/Hour</u>
Senior Principal	295
Principal	240
Assistant Vice President	190
Senior Associate Architect/Engineer/Scientist	180
Associate Architect/Engineer/Scientist	170
Senior Architect/Engineer/Scientist	150
Architect/Engineer/Scientist	135
Job Captain/Construction Administrator	125
Senior Designer/Specialist	105
Designer/Specialist	90
Office Manager	90
Senior Draftsperson/Technician	80
Administrative Assistant	60
Draftsperson/Technician	55
Intern	45

Notes:

1. Hourly rates include direct labor, computer costs, overhead, general and administrative costs, local travel, and profit. Out-of-pocket expenses such as reproduction costs, laboratory analysis, sampling and testing, etc. will be billed at actual cost, plus an 18% markup.
2. Costs for professional sub-contractors are subject to an 8% markup.
3. Travel out of the metropolitan area (CT, NY, NJ) including plane, hotel, and lodging is subject to a 12% markup. Local travel and routine document reproduction are included in the above hourly rates.
4. For forensic services or professional testimony, a separate proposal and hourly rate(s) will apply.
5. Payment is due within thirty (30) days. Invoices aged in excess of thirty (30) days are subject to a 1-½% markup per month. Invoices over ninety (90) days old are subject to attorney review for collection. The client will be responsible for all legal fees necessary to collect the account.
6. Hourly rates are subject to change annually.

Proposal # _____

Accepted by:

Date:

**STANDARD TERMS AND CONDITIONS FOR
ARCHITECTURAL/ENGINEERING SERVICES**

1. **Entire Agreement:** This Agreement is the offer of LAN Associates, Engineering, Planning, Architecture, Surveying, Inc. (hereinafter referred to as "LAN"), to perform the consulting services described in the attached Scope of Services. Acceptance by the Client is strictly limited to these Terms and Conditions which when acknowledged in writing, is authorization to proceed. Client is defined as the person or business entity signing the Agreement authorizing LAN to proceed.

This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. **Services to be Performed:** The services to be performed are described in the preceding Scope of Services. Unless otherwise specified in the Scope of Services or in the Terms and Conditions, LAN shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all task listed in the Scope of services and in accordance with the target schedules.

3. **Compensation:** The Scope of Services describes the tasks, phases and compensation terms.

Terms of Payment: Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payment is due thirty (30) days from the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1 ½% per month. Invoices over ninety (90) days old are subject to attorney review for collection. The client will be responsible for all legal fees necessary to collect the account.

Payment Withheld: No deductions shall be made from LAN's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the cost of changes in the contractor's services other than those which LAN is adjudged to be liable.

Suspension: If any payment is more than thirty (30) days past due, LAN may, after giving seven (7) days written notice to the owner, suspend services under this Agreement until full payment is made for all amounts due for services, expenses, and other related charges.

Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against LAN as a direct or indirect result of such suspension.

Additional Services: Any verbal or written direction by Client shall entitle LAN to an equitable adjustment in contract price and schedule for any changed work or other work affected by the changed work. The following are additional services, unless specified in the scope of services that are considered beyond the basic scope of services.

Public Hearings/Municipal Filings: In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), LAN shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting. LAN shall not be required to file drawings with the Building Department or pay any municipal fees.

Cost Estimates: LAN and its consultants do not warrant, guarantee or certify the construction cost for the project or any part of the project.

Redesign to meet Project Budget Costs: LAN shall not be liable to redesign to meet the project budget costs unless this is a pre-condition to the Agreement and LAN has agreed to the Project Budget Costs.

4. **Additional Services:** LAN can provide additional services beyond those listed in the Scope of Services by a negotiated sum or on an hourly basis. Our hourly rate schedule is attached.

LAN's hourly rates are valid for one (1) year from the date listed on the Scope of Services and shall be increased five percent (5%) on the first day of each subsequent year to reflect market conditions, employee benefits and salary compensation.

Reimbursables: LAN's hourly rates include direct labor, computer costs, overhead, general and administrative costs, local travel, telephone calls, routine postage and profits. Reimbursable items shall include printing and reproductions beyond that specified in the scope of services, express mail, messenger or courier services, or other project related out-of-pocket expenses. These reimbursable items will be billed at actual cost plus 18%.

5. **Client's Responsibilities:** The Client shall provide full information regarding the project and shall be responsible for its accuracy and completeness. LAN shall not be responsible for the work or services of others.

Right of Entry: Client will provide for right of entry for LAN personnel, its subcontractors and equipment necessary to complete the work. While LAN will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

Base Building Drawings or Surveys: Unless otherwise specified, Base Building Drawings or Surveys are not included in the Scope of Services. LAN shall assume that the Base Building Drawings and Surveys, if required, shall be readily available. LAN assumes all information on these documents are accurate and is not responsible for any information completed by others. LAN does have the capability to provide these services if required.

Project Representative: The Client shall designate and authorize a project Representative to answer field questions and make timely decisions (within five (5) business days). If the Client replaces or selects a new Project Representative, any time spent by LAN to bring the new Project Representative current shall represent Additional Services.

Client's Consultants: If the Client engages an outside consultant(s) to interact with LAN, the time spent coordinating issues or concerns with the Client's Consultant(s) shall be considered an Additional Service.

6. **Schedule:** Professional fees developed for this project shall be based on this schedule. Modifications such as accelerated schedules, project delays or extensions which are not under control of LAN are subject to an increase to our compensation.

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

8. **Publicity:** LAN and its consultants shall have the right to photograph the project and to use the photographs in the promotion of its professional practices through advertising, public relations, brochures, or other marketing material.

9. **Insurance, Indemnity & Limitations:**

Insurance: LAN shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this agreement. Certificates of insurance are available on request.

The Client shall require the contractor to name LAN, as an Additional Insured on the contractor insurance policy.

Limitation of Liability: For any damage on account of error, omission of other professional negligence, LAN's liability shall be limited to LAN's fee received under this Agreement.

The expense of additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of LAN and its consultants shall be borne by the Client.

Indemnification: LAN shall be responsible for all damage to life and property due to negligent activities of LAN, its subcontractors, agents or employees, in connection with its services under this AGREEMENT. LAN specifically agrees that its subcontractors, agents or employees shall possess the experience, and knowledge necessary to qualify them individually for the particular duties they perform. Moreover, LAN shall indemnify and save claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any negligent omission or negligent act of LAN, its agents,

employees, or subcontractors in the execution of this Agreement.

The Client will indemnify and hold harmless LAN from and against any and all loss, claim or suit, including expenses and reasonable attorney fees which result from any negligent act or omission of the client, its agents, servants and employees; or any claim for liability against LAN for professional services, assistance or advice rendered to the Client where the existence or possible existence of hazardous substances may create a danger to the public or to the environment unless it is subsequently proven that LAN was solely negligent.

Job Site: Client shall furnish or cause to be furnished to LAN 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 LAN for proper performance of its services. LAN shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, LAN assumes no responsibility or liability for their accuracy or completeness.

LAN will not direct, supervise, or control the work of Client's contractors or their subcontractors. LAN's services will not include a review or evaluation of the contractors (or subcontractor's) safety measures.

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

Waiver of Consequential Damage: LAN and the Client waive consequential damage for claims, disputes and other matters in questions arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances: LAN shall not be responsible for the identification, removal, testing, and/or certification of removal relative to any hazardous substance including, but not limited to, PCB, petroleum, mold infestation, radon, mercury,

hazardous waste, asbestos, lead paint, lead piping, and similar substances.

The Client shall further assume any and all responsibility and expenses that may be incurred with regard to the removal, remediation or disposal of any wastes or other hazardous substances as may be disclosed as a result of any site investigation or site work.

LAN and the Client acknowledge that the Scope of Services does not include any items related to a Hazardous Environmental Condition.

Utilities: In the execution of any subsurface work, LAN will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold LAN harmless and indemnify for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system and or not shown or correctly shown on the plans furnished.

Unforeseen, Latent or Hidden Conditions: Certain assumptions will be made of existing conditions and materials when verification would require investigations beyond reasonable visual observation. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural or engineering services are required to address these conditions, those services shall be deemed Additional Services.

10. **Standard of Practice:** Services performed by LAN under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

11. **Dispute Resolution**

Mediation and Arbitration: It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executor, administrators and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction

Industry Mediation Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Bergen County, New Jersey.

12. Miscellaneous Provisions:

Termination: Either party may elect to terminate this Agreement with not less than seven (7) days notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client shall hold LAN harmless for delays, clarifications or non-conformance with the Contract Documents if LAN has been terminated prior to the Construction Administration portion or phase of the work.

Proposal Validity: This proposal shall remain in effect for four (4) months from the date listed on the Scope of Services. After this date, LAN shall be afforded the opportunity to reevaluate the fee to determine if the fee at a later day of execution is appropriate.

Method and Means of Construction: If this Agreement provides for any construction phase services by LAN, it is understood that the contractor, not LAN, is responsible for the construction of the project, and that LAN 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.

Storage of Materials: The contractor is responsible for the storage and protection of

materials brought to the site. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

13. Services Provided to Contractors: LAN and the contractor agree that if the contractor authorizes or constructs deviations, recorded or unrecorded, from the documents prepared by LAN, the contractor shall not bring any claim against LAN and shall indemnify and hold LAN, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and the time of LAN, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

14. Document Production and Testimony: If LAN or any of its employees are requested or authorized by you, or if LAN or any of its employees are required by government regulation, subpoena or other legal process, to produce any documents or files, or to make our employees available as witnesses with respect to any engagement, the Client will (so long as LAN or any of its employees are not a party to the proceeding in which the information is sought) pay LAN for its time and expenses, as well as the reasonable fees and expenses of LAN's counsel, incurred in responding to such requests.

15. Statute of Limitations: It is agreed by the parties that any claims shall be governed by a Statute of Limitations of one (1) year from the date of Substantial Completion.

Proposal # _____

ACCEPTED BY:

Name/Title (Print)

Signature

DATE: _____