

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 1, TO CONTRACT NO. C24-0090, PURCHASE ORDER NO. 24-03311 ISSUED TO NEW ROAD CONSTRUCTION MANAGEMENT, CO., INC., CHERRY HILL, NJ, IN THE AMOUNT OF \$33,476.60.

WHEREAS, the City Council of the City of Vineland, on April 9, 2024, adopted Resolution No. 2024-135, entitled “A RESOLUTION AWARDING A CONTRACT TO NEW ROAD CONSTRUCTION MANAGEMENT CO., INC., CHERRY HILL, NJ FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REMODELING OF THE CITY OF VINELAND SENIOR CENTER”; and

WHEREAS, N.J.A.C. 5:30-11.1, et seq., sets forth the requirements for the processing of change orders; and

WHEREAS, the Director of Senior Center has requested that an amendment be made to contract awarded to New Road Construction Management, Co., Inc., Cherry Hill, NJ for the remodeling of the City of Vineland Senior Center, as authorized by Resolution No. 2024-135, COV RFP #2024-10, said amendment is necessary for architectural services required for the Senior Center project; and

WHEREAS, the City of Vineland desires to comply with said requirements of N.J.A.C. 5:30-11.1, et seq., and to that end herewith files with the governing body a report stating the facts involved and indicating that the proposed change order may be allowed under these regulations; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the amendatory supplemental change order for which authorization is requested in the amount of \$33,476.60; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order #1 to Contract No. C24-0090, Purchase Order No. 24-03311, issued to New Road Construction Management, Co., Inc., Cherry Hill, NJ, in the amount of \$33,476.60, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



July 2, 2024

TO THE MAYOR AND COUNCIL
OF THE CITY OF VINELAND

Amendatory Supplemental Change Order No. 1
Contract No. C24-0090
Remodeling of the City of Vineland Senior Center
New Road Construction Management, Co., Inc., Cherry Hill, NJ

We are requesting an amendatory supplemental change order to Contract No. C24-0090, issued to New Road Construction Management, Co., Inc., Cherry Hill, NJ, for the remodeling of the City of Vineland Senior Center. This contract was authorized by Resolution No. 2024-135, adopted by City Council on April 9, 2024.

The change order requested, in the amount of \$33,476.60 is needed for architectural services required for the Senior Center project. This change order will increase the original amount from \$75,000.00 to \$108,476.60.

The amendatory supplemental change order that exceeds the 20% limitation, for which authorization is herein requested may be authorized in accordance with N.J.A.C. 5:30-11.9.

Respectfully submitted,

Robert E. Dickenson, Jr.
Business Administrator

RD/rl
Encl.



REQUEST FOR CHANGE ORDER FOR
CONTRACTS

PROJECT NAME: Vineland Senior Center

CONTACT NAME: Tricia DiLisciandro DEPARTMENT: Recreation

CHANGE ORDER REQUEST NUMBER: 1 CONTRACT NUMBER: C-24-0090

PO NUMBER: 24-03311

NAME AND ADDRESS OF CONTRACTOR: New Road Construction Management Inc.
1876 Greentree Road, Cherry Hill, NJ 08003

REASON FOR CHANGE ORDER (DOCUMENTATION MUST BE SUBMITTED TO SUPPORT THIS REQUEST.
USE ADDITIONAL PAGES IF NECESSARY): Change Order #01 for architectural services required for the Senior Center project.
Also, attached as backup information is our agreement with OSK Architects, as referenced th

ORIGINAL CONTRACT AMOUNT:	\$	<u>75,000.00</u>
AMOUNT OF THIS CHANGE ORDER REQUEST:	\$	<u>33,476.60</u>
PREVIOUS CHANGE ORDER AMOUNTS:	\$	<u> </u>
TOTAL REVISED CONTRACT AMOUNT:	\$	<u>108,476.60</u>

ACCOUNT NUMBER FOR CHANGE ORDER: 4-01-44-905-5503-20002

TRACKING ID(S): 3108 COMMODITY CODE(S):

APPROVED BY: Tricia DiLisciandro
(PRINT NAME)
Tricia DiLisciandro
(SIGNATURE)

PLEASE NOTE: CHANGE ORDERS CANNOT EXCEED 20% OF THE ORIGINAL CONTRACT AMOUNT

COPY TO:
PurchasingOffice@vinelandcity.org

MORE
THAN
20%

←
FOR RD
6-24-24



"YOUR PROJECT ADVOCATE SINCE 1979"

June 13, 2024

City of Vineland
640 E Wood St
Vineland, NJ 08360

Attn: Mr. Bob Dickenson
Business Administrator

RE: Construction Project Management Services
Contract Modification 1 Vineland Senior Center

Dear Bob,

We are submitting this Contract Modification for additional expenses incurred for the Vineland Senior Center renovation project as follows:

Additional Architectural Services: Architectural Services are required to prepare bid documents to allow the City of Vineland to request bids to procure construction services for the exterior repairs and interior renovations to the Vineland Senior Center. To that end, NEW ROAD has solicited a proposal from OSK Architects to prepare construction documents and specifications as well as provide bidding and negotiation support for the sum of \$28,370.00. Structural and MEP services are not anticipated at this time but if during renovations those services are found to be required, it would be an additional expense that will be negotiated with the Architect.

The agreement between NEW ROAD Construction Management and The City allows for Compensation for Additional Services of the Construction Manager's consultants and or designated "pass-through" services which shall be billed to the Owner in the amount invoiced to the Construction Manager plus 18 percent (18%).

OSK Architects' proposal	\$28,370.00
NEW ROAD 18% markup	\$5,106.60

We respectfully request City of Vineland amend our contract and PO to reflect an additional \$ 33,476.60 to cover this additional expense.

Sincerely,

Chuck Romanoli, CCM
Principal



OSK DESIGN PARTNERS, PA

ARCHITECTS and LAND PLANNERS

- 475 White Horse Pike, Collingswood, New Jersey 08107 (Correspondence)
 - 9616 Second Avenue, Suite 201, Stone Harbor, New Jersey 08247 (By Appointment)
- Phone: (856) 854-0580 Fax: (856) 854-0993 www.oskdp.com

Founder: JOHN J. OLIVIERI (1956-1999)
Principal: PAUL A. KISS, AIA, PP (NJ 11517) *
Partner: GERALD S. BLACKMAN, JR, AIA, PP (NJ 17113)**
Partner: BRAD WAMPLER, AIA, LEED AP (NJ 20361)***

Senior Associate: DANIEL A. SHOUSKY, AIA, PP (NJ 08490)
Senior Associate: STEVEN J. BOLOGNO, AIA (NY 028461)****
Senior Associate: ALLISON RUFÉ BURKARD, AIA (NJ 21A102233600)*****
Senior Associate: JAMES G. ELLIOTT, AIA, LEED AP (NJ 19889)

June 11, 2024

Mr. Bruce Farrell
Senior Project Manager
New Road Construction Management
1876 Greentree Road
Cherry Hill, NJ 08003

Via E-mail: bfarrell@newroadconstruction.com

Re: *Proposal for Professional Services*
City of Vineland
Patrick Fiorilli Senior Center
Exterior and Interior Renovations
103 South 6th Street
Vineland, NJ 08360

Dear Bruce,

OSK Design Partners, PA (hereinafter referred to as "OSK") is pleased to provide *The City of Vineland* (hereinafter referred to as "City") with the following proposal for Professional Services for the above referenced project. The proposal is for pre-design, schematic design, design development, the preparation of construction documents, bidding/negotiation phase administration and construction phase administration services. The agreement includes this "Scope of Work" description, "Terms and Conditions" of the proposal, and a "2024 Fee Schedule."

We propose to furnish professional services in accordance with the following:

1. The fees proposed for basic services are for Pre-Design, Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Phase Administration services. The fees are for the professional services enumerated in this proposal. If professional services are not explicitly stated to be specifically included within the "scope of work" listed in this proposal, the professional services are excluded from the "scope of work" listed in this proposal.
2. It is assumed that the project will not require the professional services of a structural engineer to design and document any repairs for the foundations and structural framing systems for the building. The professional services of a structural engineer are not included in this proposal.
3. It is assumed that the project will not require the professional services of a mechanical/electrical (MEP) engineer to design and document any repairs or modifications for the mechanical, electrical, plumbing systems for the building. The professional services of an MEP engineer are not included in this proposal.

Delaware (* S5-0006400) and (** S5-0007857) • Florida (* AR-0014467) • Georgia (* 009817) • Maryland (* 13867) Massachusetts (* 31760)
• New York (* 028672) • Pennsylvania (* RA013354B) (** RA406016) (***) RA407154) (****RA408469) (***** RA408998)
Virginia (* 0401016206) • West Virginia (* 3630) • Wisconsin (* A-9538-005)

Printed on Acid Free Recycled Paper

Proposal for Professional Services

City of Vineland, Senior Center Renovations

Mr. Bruce Farrell, Senior Project Manager

6/11/2024

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4. This proposal includes basic interior design services only. The construction documents will include specifications of interior finishes and a "room finish schedule" for the building. The "outlines" and locations of any proposed furniture, or equipment, will be depicted on the proposed floor plans for reference. This proposal does not include the selection of furniture, office equipment, display fixtures, artwork, and similar items for the building.
 5. It is assumed that the project will not require the professional services of a civil engineer to design and document any site work for the project. This proposal does not include the professional services of a civil engineer to design and document any site work for the project
 6. This proposal does not include the professional services of a landscape architect. The construction documents will not include landscaping layouts or plant selections for the project.
 7. The project will require the professional services of a land surveyor to prepare an existing site plan. This proposal does not include the professional services of a land surveyor to prepare an existing site plan or to determine vertical elevations. It is OSK's assumption that land surveying services for the project will be contracted separately and directly with the city.
 8. OSK assumes that a municipal planning/zoning board approval will not be necessary for the project. The "scope of work" described in this proposal does not include professional services to provide testimony at a planning/zoning board hearing or to prepare documents for a submittal to the planning/zoning board.
 9. OSK and their consultants cannot provide consultation, advice, recommendations, and opinions or perform investigations for the possible presence of hazardous materials within the existing building or at the project site. Hazardous materials include, but are not limited to, petroleum products, PCB's, asbestos, mold and lead paint. If any hazardous materials are suspected to be present, the city should have suspected products tested and have a report prepared for the project that identifies the materials and their locations, recommendations for removal of the materials, and recommendations for disposal for the materials.
 10. Reimbursable expenses are not included in the professional services fees indicated in this proposal. Reimbursable expenses will be invoiced to the city separate from the professional services fees. Reimbursable expenses include, but are not limited to, prints, copies, mounting boards, reproduction costs, postage, clerical costs, mileage, parking fees and tolls. The costs for "reimbursable expenses" will be invoiced in accordance with the attached "2024 Fee Schedule" (Attachment B).
 11. The fees for each phase of the project will be invoiced to the city as described in the "terms and conditions" of the proposal (Attachment A). The fees will be invoiced to the city on a monthly basis as a percentage of work completed. OSK will provide three (3) signed and sealed sets of the construction documents to the city, or selected contractor, for construction permit submittals. The cost for these prints will be invoiced to the city as a "reimbursable expense" in accordance with Attachment B.
 12. The scope of the project was discussed during our meeting at the project site on September 18, 2023.
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Proposal for Professional Services
City of Vineland, Senior Center Renovations
Mr. Bruce Farrell, Senior Project Manager
6/11/2024
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Thank you for the opportunity of submitting this proposal and we hope that this proposal meets with the city's approval. If the city agrees with this proposal, please sign below, and return one (1) original executed copy to our Collingswood office. We look forward to working with you and the city towards the successful completion of the project. If you have any questions, please do not hesitate to contact our office.
Please check the box below as to how you would like to receive your invoices

Sincerely,

Jerry Blackman

Jerry Blackman, AIA, PP
Partner
OSK Design Partners, PA

Attachments "A" – Terms and Conditions
"B" – 2024 Fee Schedule

Accepted by:

Scott Weitz 6/12/2024
Signature Date

Scott Weitz - President
Printed Name and Title of Authorized Signature

Invoices Received Via:

- Email
 US Mail
 Both

A. Project Description

The project includes the design and documentation of proposed renovations for an existing building. The building is owned by the City of Vineland. The project site is located at 103 South 6th Street, City of Vineland, Cumberland County, New Jersey 08360. The intersecting street is East Elmer Street. The project site is currently occupied by an existing building with surface parking. The building is currently in active use (Senior Center). The project will be based upon the schematic design drawings developed by OSK for the project. The full design of the building will be completed during the design development phase and the construction documents for the project will be based upon the final, accepted, fully completed design development drawings.

1. Our understanding of the project's program is outlined below:
 - a) The project site has a single building. The building is one-story with a basement.
 - b) It is assumed that no wetlands or buffer areas are located at the existing project site.
 - c) The project site has seventeen (17) existing parking spaces that will remain. No additional parking spaces will be added.
 - d) Existing exterior sidewalks for access to the building's entrances will remain.
 - e) No building additions are planned for the project.
 - f) Existing exterior stairs and retaining walls will remain.
 - g) Existing roof down spouts will be directed to buried drains or splash blocks/paving to adequately drain water away from the building walls.
 - h) The building's exterior masonry walls will be repaired to improve the building's weather-resistance and limit water infiltration.
 - i) Interior renovations will be completed in accordance with the program and exterior repairs.
 - j) The occupancy classification for the building is Assembly "A-3."
 - k) The project will be designed according to the requirements of *IBC, 2021 (New Jersey Edition)* and the *New Jersey Uniform Construction Code*.
 - l) The project site is not located in a flood hazard zone.
 - m) Existing load-bearing elements of the existing building will remain.
 - n) The minimum "type of construction" of the existing building is 5B unprotected. The renovations will have the following characteristics:
 - 1) The first-floor construction appears to be wood-framed with wood decking over wood joists.
 - 2) The roof construction is assumed to consist of plywood roof sheathing or wood decking over wood rafters or trusses.
 - 3) The exterior walls consist of stone masonry. Interior finishes are plaster over wood furring.
 - 4) The existing roofing consists of asphalt roof shingles over an air/weather barrier and single-ply membrane systems. The existing roofing will remain.
 - 5) Existing exterior windows and doors will remain.
 - 6) All existing wall finishes will remain; except where repairs are needed.
 - 7) Existing floor finishes throughout the building will be removed. New floor finishes will be depicted on the Construction Documents.
 - o) The existing building does not have an automatic fire sprinkler system. A new fire sprinkler system is not anticipated for the building.
 - p) The existing fire alarm system for the building should be supplemented with required carbon monoxide and smoke detectors where required.
 - q) It is anticipated that existing HVAC systems, water heaters and boilers will remain if feasible.

- r) The existing electrical, natural gas, domestic water and sanitary sewer services will remain. New services are not assumed for the existing building.
 - s) Minor renovations will be constructed for the existing kitchen.
 - t) Existing ceilings will remain, except where repairs are needed.
 - u) New windows are recommended for the building. However, it is OSK's understanding that the existing windows will remain at this time.
2. Project Phase 1 (Exterior Masonry Repairs). Masonry repairs will be documented in accordance with a report prepared by MMPF Architect's dated April 27, 2021. Existing vegetation would be removed from exterior surfaces. Loose materials would be removed. Existing stone masonry will be cleaned. Samples of existing mortar will be evaluated (testing by others) to select the correct mix for pointing mortar to be utilized with the existing stone masonry. Existing masonry walls will be re-pointed with new mortar at missing and damaged mortar joints. Joint sealants will be provided at door and window openings. Existing steel lintels will be mechanically prepared to remove rust and receive new painted finishes. Weep holes will be provided for stone masonry walls. At the existing entablature, flashing will be evaluated for use at the existing stone entablature. Mortar joints at the stone entablature will be re-pointed. Storm water discharge from downspouts will be managed to divert water from the building.
3. Project Phase 2 (Interior Renovations and Repairs). New modular carpet will be depicted for the first floor. New VCT (vinyl composition tile) will be depicted for the basement. Minor repairs will be depicted for the kitchen to include removal of dishwashers, installation of new counters, installation of new 3-basin sink, modification to existing cabinets. New lighting fixtures will be depicted. The damaged interior wall finish will be replaced at the front of the building. New plumbing fixtures may be depicted for the basement toilet rooms. A new toilet room and two (2) new offices will be depicted at the first floor.

B. Work Included in Architect's Proposal

- 1. Existing field survey of the building with measurements and photographs
- 2. Schematic design
- 3. Design development
- 4. Preparation of construction documents (architectural only)
- 5. Coordination of project with consultants and the city
- 6. Bidding/negotiation phase administration
- 7. Construction phase administration

C. Work to be Included in Other Consultants' Contracts

- 1. Land surveys and preparation of an existing site plan
 - 2. The city's legal, insurance and accounting services
 - 3. Environmental or hazardous materials phase I investigations or reports (if needed)
 - 4. The costs associated with the design of shoring, scaffolding, temporary barricades, concrete formwork and any other temporary structures are not included in this agreement
-

B.1 and B.2 Survey and Schematic Design Phase

- A. The schematic design phase includes field observations, field survey and preparation of schematic design drawings. The recommendations will be submitted to the city for review and comments. OSK will incorporate the comments received into the schematic design drawings. All drawings will be 24-inch x 36-inch sheet size. Overall plans and building elevations will be minimum scale 1/8-inch = 1-foot.
1. Finalize the building's program in conjunction with the city.
 2. OSK will conduct a limited field survey of the existing building. The field survey includes measurements taken by our staff of lengths, heights, exterior finishes, visible structural elements, door/window locations, etc. for the existing building. The field survey is limited to visible elements of the building and does not include destructive explorations necessary to discover concealed features of the building.
 3. Attend a maximum of two (2) meetings with a total of four (4) hours with the city to review the project and schematic design drawings.
 4. Review the *New Jersey Uniform Construction Code and IBC, 2021 (New Jersey Edition)* regulating the design of the building improvements to determine the applicable code provisions.
 5. Preparation of sketches as required that includes floor plans and building elevations with options for different plan layouts for review by the city.
 6. Revise the drawings, if needed, for comments received from the city and for the coordination of the design with any other consultants.
 7. Anticipated architectural drawing list:
 - A1-1 Basement Plan
 - A1-2 First Floor Plan
 - A2-1 Building Elevations
 - A2-2 Building Elevations

B.3 Design Development Phase

- A. Development of the final design drawings and preparation of preliminary specifications for the project. The design development drawings will be submitted to the city for review and comments. OSK will incorporate the comments received into the final design drawings.
1. Review the *New Jersey Uniform Construction Code and IBC 2021 (New Jersey Editions)* regulating the design of the building. Modify the schematic design drawings, if required, to comply with any code provisions.
 2. Coordinate with the city to refine the site work features.
 3. Coordinate with the city to select interior finish materials.
 4. Revise the building schematic design drawings, as needed for the coordination of the design with the preliminary selections.
 5. Attend a maximum of one (1) meeting with a total of three (3) hours with the City to review the building's design.
-

B.4 and B.5 Construction Documents Phase

A. Develop the construction documents for the project. Construction documents are based on approved, final design drawings and any further slight adjustments in the scope or quality of the project. No further revisions to the design drawings are included in this proposal after the final design development drawings are completed, reviewed, approved and the construction documents phase begins. Additional revisions will be separately billed as "additional services," on an hourly basis, in accordance with the attached fee schedule (Attachment B). The construction documents are prepared in sufficient detail required for the bidding and construction of the project. All drawings will be 24-inch x 36-inch sheet size. Floor plans and building elevations will be a minimum scale of 1/8-inch. Enlarged floor plans and building sections will be a minimum scale of 1/4-inch. Sections will be a minimum scale of 1/4-inch. The scale of details will be determined by OSK as required to properly convey the information required.

1. Specifications for pricing and construction will be included in a project manual.
2. Coordination with other consultants as required.
3. Coordination with owner-supplied information for equipment or furnishings to be located in the building.
4. Respond to requests for information (RFI), or plan-review comments issued by any construction code officials (in writing).
5. Anticipated drawing list:

CS-1	Cover Sheet 1
CS-2	Cover Sheet 2
D1-1	First Floor Demolition Plan
D1-2	Second Floor Demolition Plan
A1-1	Basement Floor Plan
A1-2	First Floor Plan
A2-1	Building Elevations
A2-2	Building Elevations
A2-3	Building Section and Notes
A4-1	Miscellaneous Details
A5-1	Schedules and Details

B.6 Bidding/Negotiation Phase:

1. Attend one (1) pre-bid meeting at the project site for the bidders with the city.
 2. Answer inquiries from bidders during the bidding period and prepare any addenda, which may be required, for architectural items specified by OSK only.
 3. Prepare bidding forms and instructions to bidders in conjunction with the city.
-

4. Assist the city in the preparation of the General Construction contract (AIA Documents A101 and A201). Upon completion and before issuing to contractors for bidding, OSK will forward documents to the city for their legal representative's review, comment, and approval. At the time of contract award, it shall be the city's responsibility to finalize the contract before execution. The costs for legal representation are not included in this proposal.

B.7 Construction Administration Phase:

1. Provide three (3) copies of construction drawings (signed and sealed) to the city for construction permit submissions as a "reimbursable expense."
2. Review and process shop drawings and submittals.
3. Review contractor "requests for information (RFI)" during construction and issue response letters or supplemental drawings as required.
4. Review "change orders" submitted by the contractor and provide comments to the city.
5. Attend a pre-construction meeting with the city at the project site.
6. Attend job coordination meetings with the city as requested after the pre-construction meeting at the project site within an estimated construction period of six (6) months.
7. Conduct inspection of the work at time of "substantial completion" and prepare "punch list" of items to be completed or corrected to the city.
8. Conduct inspection of the work at time of "final completion" and prepare final "punch list" of items that were not completed or corrected to the city.

D. TOTAL COMPENSATION

B.1 and B.2	Schematic Design Phase	: \$ 4,630.00
B.3	Design Development Phase	: \$ 2,760.00
B.4 and B.5	Construction Documents Phase	: \$ 11,500.00
B.6	Bidding/Negotiation Phase	: \$ 1,640.00
B.7	Construction Administration Phase	: \$ 6,840.00
	Clerical	: \$ 1,000.00

TOTAL : \$28,370.00

E. OTHER SERVICES NOT INCLUDED IN THIS PROPOSAL

1. Fees required in filing of documents with governmental agencies.
 2. Filing of documents with governmental agencies.
 3. Costs of reimbursable expenses such as reproductions, mailing, copies, etc.
 4. "As-built" drawings.
 5. LEED administration or LEED certification services
 6. Probes, testing, investigations and services in connection with hazardous materials (e.g. asbestos, petroleum products) or other environmental studies.
 7. Environmental consulting services, (if needed).
 8. Attendance or testimony at municipal planning board, or zoning board, hearings.
 9. Construction cost estimates.
-

2024 FEE SCHEDULE

<u>Work Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Partner	\$180.00
Associate Partner	\$165.00
Associate	\$150.00
Project Architect	\$145.00
Senior Designer	\$140.00
Senior Project Manager	\$135.00
Project Manager	\$125.00
Project Designer	\$115.00
Senior Drafter	\$ 105.00
Drafter	\$ 95.00
Junior Drafter	\$ 85.00
Clerical Staff	\$ 75.00

The time charged will be the actual number of hours worked. Time spent in travel will be considered as work time. Reimbursable expense for auto mileage to be billed at \$0.55 per mile.

* Note: Hourly rates subject to change.

PRINT SCHEDULE

<u>Item</u>	<u>Dimensions</u>	<u>Cost per Sheet</u>
Print/Plot Paper	24 x 36 inches	\$2.25
Print/Plot Paper	30 x 42 inches	2.95
Print/Plot Paper	30 x 54 inches	4.20
Print/Plot Paper	30 x 60 inches	4.30
# 24 Bond Paper	24 x 36 inches	3.80
#24 Bond Paper	30 x 42 inches	3.95
Photo/Glossy Paper	24 x 36 inches	10.00
Photo/Glossy Paper	30 x 42 inches	12.00
White Copy Paper	8.5 x 11 inches	.20
White Copy Paper	11 x 17 inches	.25
Color Copy Paper	8.5 x 11 inches	.50
Color Copy Paper	11 x 17 inches	1.00

Presentation documents will be charges as follows: *

<u>Item</u>	<u>Dimensions</u>	<u>Cost per Sheet</u>
Blue Line Pres. Board	24 x 36 in inches	28.00
Blue Line Pres. Board	30 x 42 in inches	42.00
Mounting & Lamination	24 x 36 in inches	52.00
Mounting & Lamination	30 x 42 in inches	86.00

REIMBURSABLE EXPENSES: *

Reimbursable Expenses are in addition to compensation for services and include expenses incurred in the interest of the project, such as clerical staff time, postage, reproductions, transportation, renderings, models, mock-ups, etc. Reimbursable expenses from outside vendors will be billed at a multiple of (1.1) times the amounts billed to the Architect for such services.

* Costs shown subject to periodic adjustments.

TERMS AND CONDITIONS OF PROPOSAL

A. GENERAL TERMS AND CONDITIONS

- A.1 Proposals are valid for a period of forty-five (45) days. If this proposal is not accepted within (45) days, *OSK Design Partners, PA* (hereinafter *OSK*) reserves the right to revise proposals to allow for changing costs and workloads.
- A.2 The technical and pricing information in proposals is the confidential and proprietary property of *OSK* and is not to be disclosed or made available to third parties without the written consent of *OSK*.
- A.3 *OSK* services will be performed in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This proposal is solely for the benefit of *the city* and its successors. It gives no rights to any third-party beneficiary and *OSK* contemplates that there will be no intended third-party beneficiary of any agreement between *OSK* and *the city* unless specifically agreed to, in writing, by *OSK*.
- A.4 The proposed fees and fee schedule constitute *OSK's* best estimate of the charges and time required to complete the project. The project scope will not be altered without written mutual agreement. As the project progresses, if facts are uncovered that may dictate revisions in scope, schedule, and fee, *OSK* and *the city* will mutually agree to the extent of the change to scope, schedule or fee.

B. OWNERSHIP OF DOCUMENTS AND LIABILITY:

- B.1 All documentation relative to the Project, to include drawings, specifications, and other documents, including computer files, which are prepared by *OSK* in the process of development and execution of the Project are to be used solely for the Project, unless otherwise indicated, and are deemed the property of *OSK* within all common law, statutory and other reserved rights, including the copyright. Copies of these documents may be retained by *the city* for information and reference in connection with the Project and shall not be used by *the city* or others on other projects for other project sites or for building additions to this Project by others without the written consent and appropriate compensation to *OSK*. Submission or distribution of *OSK's* documents to meet official regulatory requirement or for similar purposes in conjunction with the Project is not to be construed as publication or derogation of the rights reserved in this Agreement.
- B.2 *OSK* will maintain at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, Professional Liability insurance, and upon request will furnish *the city* a certificate to verify the same.

The city and *OSK* have discussed the risks, rewards, and benefits of the project as well as the fact that the vast preponderance of the money to be paid for this project is to be paid to the contractor rather than to the architect. In recognition of this reality, *the city* and *OSK* therefore agree that, to the fullest extent permitted by law, the total liability, in the aggregate, of *OSK*, its consultants, and their agents, servants and/or employees, for all injuries, damages (including damage to the project itself), losses, expenses or claims whatsoever related to services provided by *OSK* or its consultants under this agreement, including but not limited

to negligence, errors, omissions, strict liability, breach of contract or any claim whatsoever, shall not exceed the total available amount of OSK's professional liability insurance at the time that the claim is resolved either by settlement, arbitration award or final judgement.

A request by *the city* increases the limit of liability must be made to OSK in writing at the time of *the city's* acceptance of the proposal. OSK may agree to increase the limit of liability in consideration of additional payment by *the city*. The increased limit of liability will become effective upon agreement on the fee and execution of the contract.

C. TERMINATION, SUSPENSION OR ABANDONMENT:

- C.1 If *the city* suspends the project for more than thirty (30) consecutive days, OSK shall be compensated for services performed prior to notice of such suspension. When the project is resumed, OSK's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the OSK's services.
- C.2 This agreement may be terminated by *the city* upon not less than seven (7) days written notice to OSK if the project is permanently abandoned. If *the City* abandons the project for more than sixty (60) consecutive days, OSK may terminate this agreement.
- C.3 If *the city* fails to make payment to the OSK within sixty (60) days of the presentation of the statement for services rendered, such failure shall be considered substantial nonperformance and cause for termination of the Agreement, or at OSK's option, suspension of further work under the Agreement. OSK shall provide seven (7) days' notice of its intention to terminate or suspend and shall not thereafter be liable to the city for any delays or damages resulting from such suspension or termination. Before resuming services, OSK shall be paid all sums due and owing prior to suspension and any expenses incurred by the interruption and resumption of services.
- C.4 Continuation of work into subsequent phases is contingent upon full payment for services performed in the prior phase.
- C.5 Release of signed and sealed Architectural Drawings for governmental review, site plan submission or building permits is contingent upon payment in full for Architectural and related services prior to release of drawings.

D. PAYMENT FOR SERVICES

- D.1 Invoices will be submitted on a periodic basis as the project progresses unless agreed to otherwise in writing and payment in full is due upon presentation. OSK's invoices are due and payable upon receipt since there is generally a relatively significant time lag between the rendering of OSK's services and the submission of OSK's invoice for payment. Past due balances will carry service charges at the rate of one and a half (1.5%) percent per month. Payment thereafter shall first be applied to service charges and then to the unpaid balance. OSK may, after giving seven (7) days written notice to *the city*, suspend services and not release any work until *the city* has paid in full all amounts due, including interest charges. *The city* agrees to indemnify OSK and hold harmless from any claim arising out of OSK stopping work as a result of non-payment.
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- D.2 An initial payment of \$0.00 shall be made upon execution of this agreement and will be credited to *the city's* account as follows:
- 100% at the completion of the Construction Documents Phase
- D.3 All documents prepared by *OSK* shall be the sole property of *OSK*. *The city* agrees that if payment is not made in full, *the city* shall have no proprietary interest in any document prepared by *OSK* and *OSK* reserves the right to require the return of copies of any documents submitted to *the city* or others.
- D.4 The city must submit in writing, to *OSK* within ten (10) days of the date of invoice, any dispute on the invoice, otherwise the invoice will be considered by both parties herein to be correct.
- D.5 Terms of payment shall be net thirty (30) days from the date of each invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest at one and a half (1.5%) per month. Payments will not be subject to financing from third parties, or other contingencies. Contract may not be assigned to any other party or entity.
- D.6 Payment on account of services rendered and for reimbursable expenses shall be made monthly upon presentation of *OSK's* statement of services. No liquidated damages or other sums withheld from payments to *the city* or on account of the cost of changes in the work. In the event of litigation arising from or related to the collection of invoices, *OSK* will be entitled to recover all expenses of litigation including court costs, reasonable attorney's fees, and staff time expended for court appearances and depositions.

E. MISCELLANEOUS PROVISIONS

- E.1 *The city* and *OSK* expressly agree that *OSK* shall have no responsibility for job site safety before, during or after construction. The Contractor who is responsible for the means and methods of construction shall, to the fullest extent permitted by law, be assigned by contract all responsibility for maintaining a safe and hazard free environment at the work site and for conducting all construction activities in a safe manner.
- E.2 This Agreement is the full and complete Agreement between the parties. Its terms cannot be changed or modified unless in writing signed by all parties to this Agreement.
- E.3 *OSK* and *the city* waive consequential damages for claims, disputes or other matters in question 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.
- E.4 To the extent that damages are covered by property insurance during construction, the city and *OSK* waive all rights against each other and against the Contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, current as of the date of this agreement. *The city* and *OSK*, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.
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F. **CONSTRUCTION COST**

- F.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to *the Borough* of all elements of the Project designed or specified by *OSK*.
- F.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished to *the Borough* and equipment designed, specified, selected, or specially provided for by *OSK*, plus a reasonable allowance for overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
- F.3 Construction Cost does not include the compensation of *OSK* and *OSK's* consultants, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of *the Borough*.
- F.4 It is recognized that neither *OSK* nor *the city* has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, *OSK* cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost.
- F.5 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal, or establishment of a Project budget.
- F.6 The city recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by *OSK* or as a result of the other professional services performed or furnished by *OSK* under this Agreement, and that *OSK* is not responsible for the costs associated with these Change Orders. The costs of Change Orders will include any cost that *the Borough* would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Contract Documents.
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