



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027

ROBERT V. KISER, P.E.
Municipal Engineer

MEMORANDUM

TO: Robert W. Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: April 22, 2014

SUBJECT: **PSA; Omland Engineering Associates, Inc.
Mount Lucas Road Survey Work; NTE - \$32,500**

The section of Mount Lucas Road between Valley Road to Stuart Road East, is planned for improvement later this year. In order for the necessary engineering design to be completed a comprehensive land and engineering survey needs to be completed. In this regard four (4) survey firms were sent requests for proposals. These firms were Omland Engineering Associates of Cedar Knolls, NJ; Harris Surveying, Inc., of Robbinsville, NJ; JT Surveying of Hillsborough, NJ and Landmark Surveys, LLC of Metuchen, NJ.

Of the four (4) firms sent RFP's, only the Omland firm responded with the attached proposal dated April 10, 2014, which was found to be responsive to the municipality's requirements.

In consideration of the above, it is recommended that a professional services agreement be entered into with Omland Engineering Associates Inc., for the not to exceed amount of \$32,500.00 for these services specified.

The Omland firm recently completed the new tax maps for the Municipality of Princeton and the \$32,500.00 amount is a reasonable cost for the services to be provided.

A Resolution and Professional Services Agreement are attached.

Please contact either myself or Deanna L. Stockton, P.E., Assistant Engineer, with any questions.

Robert V. Kiser, P.E., Director of Engineering

RVK/cc

cc: Linda S. McDermott, Clerk
Kathy Monzo, Deputy Administrator/Director of Finance
Sandra Webb, CFO
Deanna Stockton, P.E., Engineering Assistant
Alina Ferreira, P.E., Construction Engineer



ENGINEERING ASSOCIATES INC.

Sustainable. Personable. Responsible.

STANLEY T. OMLAND, PE, PP, LEED AP
ERIC L. KELLER, PE, PP, LEED AP
WILLIAM H. HAMILTON, PP, AICP, LLA, LEED AP
GEOFFREY R. LANZA, PE, PP, LEED AP, CFM
CHARLES THOMAS, JR, PE, PP, LEED AP

By e-mail aferreira@princetonnj.gov

THEODORE D. CASSERA, PE, PP

April 10, 2014

KEVIN P. BOLLINGER, PLS

WAYNE A. CORSEY, PE, PP

SEAN A. DELANY, PE, PP

ANTHONY J. DILODOVICO, MS

DAVID B. DIXON, PLS, PP

ANTHONY FACCHINO, PE, PP

R. MICHAEL MCKENNA, PE, PP

KIERSTEN M. OSTERKORN, PE

FRANK RUSSO, III, PE, PP

PEGGY L. STEINHAUSER, LLA

JAMES M. WARD, PE

JAMES R. WOODS, PE

Alina Ferreira, PE, PP, CME
Construction Engineer
Municipality of Princeton
400 Witherspoon Street
Princeton, New Jersey 08540-3496

**RE: Proposal for
Professional Services
Mount Lucas Road
Princeton, Mercer County, New Jersey**

Dear Ms Ferreira:

We are pleased to submit the following proposal for professional land surveying services for the above captioned project. The area of interest includes approximately 6,100 LF of centerline of Mount Lucas Road from Valley Road to Stuart Road East. In addition, as requested, we will include an additional 200 feet beyond the project limits and 200 feet along each of the 13 intersecting roads. Utilizing the Municipality's supplied land records and OEA field survey, we will prepare plan and profile existing conditions plans. We propose to perform our services in accordance with your "Scope of Work for Services" and Request for Proposals dated March 26, 2014 attached hereto subject to the following items of understanding and clarification.

1.) Utility information will be based on above ground observation only and supplemented with available utility records for location, size and material type. The Township of Princeton will provide a utility mark-out. Test pits are not included.

2.) Contours have not been requested. Therefore, elevations will be represented by spot elevations throughout the project site.

3.) Wetland delineations will be provided by the Township's consultant. Wetland flags will be located within 150 feet of the R.O.W.

4.) Cross sections will not be obtained along the intersecting streets. Only topographic information will be provided.

REPLY TO: 54 HORSEHILL ROAD
CEDAR KNOLLS, NJ 07927
P. 973.359.8400

303 W. MAIN STREET, SUITE 350
FREEHOLD, NJ 07728
P. 732.665.5500

89 MARKET STREET, SUITE 411
NEWARK, NJ 07102
P. 973.718.6300

www.omland.com

Our fee for the above services is: \$ 32,500.00

We appreciate your confidence in our firm and look forward to participating in this project. Our contract conditions and hourly rates are attached and made a part of this proposal. Please review this proposal and if you find it acceptable please sign below and return one copy to us. Thank you for your consideration of Omland Engineering Associates.

Very truly yours,
Omland Engineering Associates, Inc.



David B. Dixon, PLS
Director of Surveying

Attachment

cc: email letter only.
Attachment

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein or as attached and authorizes Omland Engineering Associates, Inc. to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____, 2014

Signature Printed Name

Contact information for accounts payable if different from addressee:

_____ phone, fax

_____ email address

Email Invoices? YES NO (If yes paper copies will not be mailed)

_____ corporate entity

_____ street address

_____ city, state, zip

1. BILLING FREQUENCY

Projects with fixed fees will be billed monthly based on an estimated percentage of completion of the various items outlined in the proposal. Time and Expense projects will be billed monthly and show the name, hours, and hourly rate for each person that worked on the project that month. Invoices are payable upon receipt.

2. FEE TERM LIMIT and PROPOSAL TERM LIMIT

Quoted fees and hourly rates are subject to annual increases in January. Proposals not accepted within sixty (60) days of issuance may be withdrawn by Omland Engineering Associates, Inc. (OEA).

3. CLIENT RESPONSIBILITIES and CLIENT SUPPLIED DATA RELIANCE

Client agrees to provide OEA with all known site related information and will give prompt written notice regarding anything that could affect OEA services, and agrees that OEA is not to be responsible for information provided by client or by others and client confirms that proper releases have been obtained for all digital data provided. OEA does not accept responsibility for information furnished by the client for use on this project. This includes, but is not limited to: boundary and topographic surveys; architectural plans; title data; soil logs; and percolation tests. If digital files are provided by client, it is assumed that proper releases have been received from original design professionals.

4. STANDARD OF CARE

All services provided by OEA pursuant to the proposal to which these terms are attached, and any additional services, shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants, under similar circumstances in the general locale, and at the time of performance of services. No guarantee or warranty, express or implied, is included in this proposal.

5. USE OF DIGITAL FILES

Digital files which may be released by OEA are issued solely for the convenience of the client and shall not be reissued without the express consent of OEA. OEA makes no representation as to long term compatibility, usability, or readability of any digital files that may be released, it being understood that the only documents that may be relied upon by client or others are hard copies that are signed and sealed by OEA. Digital files which may be released by OEA shall become the responsibility of others upon release.

6. FEES NOT CONTINGENT UPON GAINING APPROVAL

OEA makes no guarantees regarding project success or issuance of any regulatory approvals by governmental agencies, and client agrees that OEA compensation is not contingent upon obtaining any regulatory or other governmental approvals.

7. CONSTRUCTION ISSUES and RESPONSIBILITY TO FOLLOW REGULATIONS

OEA shall have no control over or responsibility for the means, methods, techniques, sequence, or procedures of construction, for safety precautions and programs incidental to the work of any construction contractors, or for the failure on the part of any such contractor to comply with applicable laws, rules, regulations, ordinances, or codes, or for the use by any contractor of any digital files prepared in connection with the proposal to which these terms are attached. It is further understood and agreed that no digital files prepared by OEA are to be used for field stakeouts or other construction purposes.

8. DESIGN CHANGES BY OTHERS

Client agrees that design changes by others during the course of construction, without the coordination with and express approval of OEA, shall be at the sole risk of the client and not the responsibility of OEA.

9. LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Client and OEA, the parties agree that OEA's total liability to the Client for any and all losses, expenses, injuries, claims or damages arising out of the service provided by OEA hereunder, from any cause or causes, shall not exceed the total amount of \$25,000, or the amount of OEA's fee (whichever is greater). This limitation shall apply to claims based upon breach of contract, negligence, or any other theory.

10. CHOICE OF LAW

The laws of the State of New Jersey will govern the validity of this Agreement, its interpretation and performance excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than New Jersey.

11. SUBMISSION TO JURISDICTION

Each party to this Agreement consents and agrees that any legal action or proceeding with respect to this Agreement and any action for enforcement of any judgment in respect of this Agreement will be brought in any state or federal court in the State of New Jersey, and each party to this Agreement hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.

12. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performance of any obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond such party's reasonable control and without the fault or negligence of such delayed or nonperforming party.

2014 STANDARD CONTRACT CONDITIONS

13. LATE PAYMENT OF INVOICES

A charge of one percent (1.5%) per month compounded monthly shall be charged for all amounts not paid within thirty (30) days of the invoice date. If invoices are not paid within sixty (60) days of billing date, work on the project may be suspended until such time as that account is brought current. If work is suspended due to non-payment of invoices, OEA will not be responsible for any damages or delays that may result. Should a project become dormant for more than 9 months a resumption fee may be required prior to continuation of work.

14. INVOICE DISPUTES

Any disputes with invoice content shall be made in writing within ten (10) days of the invoice date. In the event of a dispute, OEA and the Client agree to make prompt and good faith efforts in order to resolve the dispute. In the event of a failure to resolve such dispute, OEA reserves the right to suspend or terminate its services after sixty (60) days. Any election to suspend services shall not preclude a later election to terminate. Any failure by OEA to suspend or terminate services shall not constitute a waiver of these or any other rights. If work is suspended or terminated due to non-payment of invoices, OEA will not be responsible for any damages or delays that may result.

15. TOPOGRAPHIC MAPPING LIMITATIONS

If the Scope of Services for this Agreement includes topographic mapping, OEA shall perform the work necessary to produce the required topographic mapping and/or shall retain an independent sub-consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be shown on mapping by OEA, the topographic survey shall be limited to the extent of the information provided by the Client or others. OEA shall not be responsible for any unknown conditions not identified in the information provided to OEA.

16. EARTHWORK ANALYSIS LIMITATIONS

Any OEA earthwork analysis that may be performed is based on the topographic mapping used as the base map for plan preparation and that such topographic mapping has certain standard tolerances and accuracy limits. The Client understands that earthwork quantities may vary depending on factors such as: topographic map accuracy limitations, topsoil depths, soil conditions, soil shrinkage and swell characteristics, construction changes, replacement of unsuitable soils, construction methods, and earthwork calculation methods. Earthwork data provided by OEA is to assist the Client in understanding the general earthwork requirements. To determine actual quantities and cost associates with required earthwork, the client must solicit actual construction bids from qualified contractors

17. SURVEY WORK

Unless specifically agreed to in writing otherwise, survey work is not done at prevailing wages. For time and expense projects survey hourly rates apply portal to portal.

18. THIRD PARTIES

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties hereto. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other party.

19. ENTIRE AGREEMENT/CHANGES IN WRITING

This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties respecting the subject matter of the Agreement. This Agreement may not be released, discharged, amended, or modified in any manner except by an instrument in writing signed by each of the Parties.

20. REIMBURSABLE EXPENSES

Reimbursable expenses include certain outside service expenses specifically agreed to, and will be invoiced at our cost plus 15 percent. Reproduction expenses will be in accordance with our standard schedule.

21. FEE PROPOSAL FOR ADDITIONAL SERVICES

Additional work not included in the above proposal and determined to be needed will be addressed with an addendum to this proposal. In the event that agreed upon additional services are performed on a time basis, they will be billed at our hourly rates in effect at the time such services are actually performed.

HOURLY BILLING RATES – JANUARY 1, 2014

Sr. Principal	\$250.00	Survey Technician	\$120.00
Principal	\$220.00	Senior Designer	\$140.00
Chief Engineer	\$210.00	Graphics Preparation	\$105.00
Project Manager	\$185.00	Designer	\$125.00
Project Engineer	\$175.00	Engineering Technician	\$100.00
Licensed Landscape Architect	\$170.00	Sr. Constr. Observation	\$115.00
Professional Planner	\$175.00	3-Man Field Crew	\$190.00
Professional Land Surveyor	\$175.00	Survey Field Crew	\$165.00
Staff Engineer	\$150.00	Technical Typist	\$ 65.00
Staff Surveyor	\$140.00		
Public Meetings will be billed as follows:		Sr. Principal	\$900.00
		Principal	\$800.00
		Staff Professional	\$700.00

**RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL
OF THE MUNICIPALITY OF PRINCETON
AUTHORIZING LAND SURVEYING SERVICES FOR MOUNT LUCAS ROAD**

WHEREAS, the Municipality desires to enter into a professional services agreement in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated; and

WHEREAS, the services to be performed are professional services which are exempt under the New Jersey Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council and the Municipality of Princeton as follows:

The Mayor and Clerk of Princeton are hereby authorized to enter into a contract for professional services with Omland Engineering Associates, Inc. (hereinafter referred to as "Provider") to conduct professional land survey services of Mount Lucas Road, between Valley Road and Stuart Road East.

1. The contract so authorized shall require the Provider to provide services and other related duties as follows:

Omland Engineering Associates' proposal for professional land surveying services dated April 10, 2014 includes the performance of services in accordance with the Municipality's "Scope of Work for Services" and Request for Proposals dated March 26, 2014 subject to included items of understanding and clarification.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality no later than the tenth (10th) day of the

month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed. The Provider shall give written notice to the Municipality when the Provider has billed eighty (80%) of the compensation set forth in paragraph I of the Agreement.

2. The form of contract shall include standard provisions common to professional services agreements entered into by the Municipality and shall be subject to approval by the Municipal Attorney.
3. The contract shall be awarded without competitive bidding as a contract for professional services under the provisions of the Local Public Contracts Law because the subject services will be performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

Councilperson	Absent	Present	1 st	2 nd	Yea	Nay	Abstain	Disqualified
Ms. Butler								
Mrs. Crumiller								
Ms. Howard								
Mr. Liverman								
Mr. Miller								
Mr. Simon								
Mayor Lempert								

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held April 28, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this 28th day of April, 2014.

Linda S. McDermott
Municipal Clerk

**MUNICIPALITY OF PRINCETON
PROFESSIONAL SERVICES AGREEMENT 2014**

AGREEMENT, made this _____ day of April 2014, by Omland Engineering Associates Inc., 54 Horsehill Road, Cedar Knolls, NJ 07927 (hereinafter referred to as "Provider"), and the Municipality of Princeton, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to as the "Municipality") located at 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, the Municipality wished to enter into a professional service agreement with the Provider for the performance of professional services in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated in the Providers' proposal dated April 10, 2014, hereby attached; and

WHEREAS, the services to be performed are professional services which are exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and

NOW, THEREFORE, in consideration of the mutual obligations hereafter set forth, the parties hereto agree as follows:

1. STATEMENT OF WORK: The Provider shall use its best efforts to perform professional services for:

Professional land surveying services according to proposal dated April 10, 2014 includes the performance of services in accordance with the Municipality's "Scope of Work for Services" and Request for Proposals dated March 26, 2014 subject to included items of understanding and clarification

Under this Agreement the Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law. This Agreement shall be supplemented by the terms of the Provider's proposal including the standard provisions of the proposal except where such terms are contradicted by the terms of this Professional Services Agreement in which case the terms of this Agreement shall apply. The Agreement will be effective from April 28, 2014 through December 31, 2014 subject to available budgetary funding.

2. PAYMENT:

- a. Total fee of thirty two thousand five hundred dollars and 00/100 (\$32,500.00).
- b. Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are

claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to the Municipality when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2.a of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause for any reason whatsoever, at any time by the Municipality by giving thirty (30) days written notice to the Provider.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and the Municipality, directly or indirectly. The Provider agrees to disclose in writing to the Municipality any and all such conflicts of interest, which may arise, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, Memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the Municipality and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of the Municipality.

6. CONFIDENTIALITY.

The Provider agrees to, treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of the Municipality, which consent shall not unreasonably be refused, and to both require and furnish copies to the Municipality of an identical covenant executed by all agents, employees, or subcontractors of the Provider participating in the rendering of the services hereunder.

7. COMPLIANCE WITH LAWS.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. COMPLETE AGREEMENT.

This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

WITNESS

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Elizabeth Lempert, Mayor

By: _____
David B. Dixon, PLS
Director of Surveying