

**TOWNSHIP OF BYRAM
RESOLUTION NO. 201 – 2020**

**RESOLUTION OF THE TOWNSHIP OF BYRAM RATIFYING AND
AUTHORIZING THE AWARD OF A CONTRACT FOR
PROFESSIONAL SERVICES TO FRENCH & PARRELLO ASSOCIATES**

WHEREAS, the Township of Byram will require professional services for engineering and landscape architectural services for recreational improvements to C.O. Johnson Park; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by French & Parrello; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5 permits a contract for professional services to be awarded without the need for competitive bids; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the award of contracts for professional services be publicly advertised; and

WHEREAS, funds are available in the Open Space Trust Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Byram, County of Sussex, State of New Jersey, as follows:

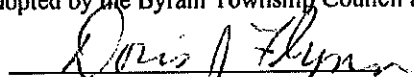
1. The Township Manager, Mayor and Township Clerk are hereby authorized and directed to enter into a contract with French & Parrello Associates to provide engineering and landscape architectural services for a period of one (1) year as outlined in the November 25, 2020 proposal not to exceed \$8,200.00.
2. This contract is entered into without competitive bidding as a "Professional Service" pursuant to the Local Public Contracts Law as this is a professional service within the meaning of the law.
3. This Contract and Resolution shall be on file and available for public inspection at the office of the Clerk of the Township of Byram.
4. Notice of this award shall be published once in the New Jersey Herald in accordance with the requirements of the Local Public Contracts Law of New Jersey.

BYRAM TOWNSHIP COUNCIL

	Councilman Bonker	Councilwoman Franco	Councilman Gallagher	Councilman Roseff	Mayor Rubenstein
Motion	✓				
2nd		✓			
Yes	✓	✓	✓		✓
No				✓	
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on December 1, 2020.


 Doris J. Flynn, RMC



Hackettstown Office
43 Newburgh Road, Suite 100, Hackettstown, New Jersey 07840

Regional Offices
Corporate - Wall, New Jersey
King of Prussia, Pennsylvania
Camden, New Jersey
New York, New York

November 25, 2020

Mr. Joseph Sabatini
Township Manager
TOWNSHIP OF BYRAM
10 Mansfield Drive
Stanhope, New Jersey 07874

Re: **BYRAM TOWNSHIP RECREATIONAL IMPROVEMENTS**
C.O. JOHNSON PARK
Township of Byram, Sussex County, New Jersey
FPA No. 16801.PR1

Dear Mr. Sabatini:

French & Parrello Associates, PA (FPA) is pleased to present this proposal to prepare a conceptual design and master development plan for C.O. Johnson Park in Byram Township. C.O. Johnson is the premier recreational athletic field complex in Byram, which has a football, baseball fields, soccer field, tennis courts, basketball courts, and a skate park. Based on our conversation during the interview process, the Township wishes to capture the Byram Township character within this park, while at the same time, increase the active and passive recreation events.

The Township has already undertaken the effort of looking at all recreational facilities available throughout the Township, the details of which have been provided in the report prepared by Greener By Design. This report has identified several key features within the C.O. Johnson Park, which are recommended for improvement. Our proposal is to work with the Township to prepare an overall Master Development Plan for the park taking into account these key features, as well as develop other goals for the development of the property.

In order to meet these goals, FPA Landscape Architect and Engineer representatives will first need to sit down with the municipality to obtain a thorough understanding of your development goals, the facility, as well as the current and future uses of the property. We would like to clearly understand how the Township is currently utilizing the property and understand where this property may better serve the municipality. We will also look at which design elements are a priority to the Township, so we may determine what elements are to be designed for the first phase of the C.O. Johnson Park renovations.

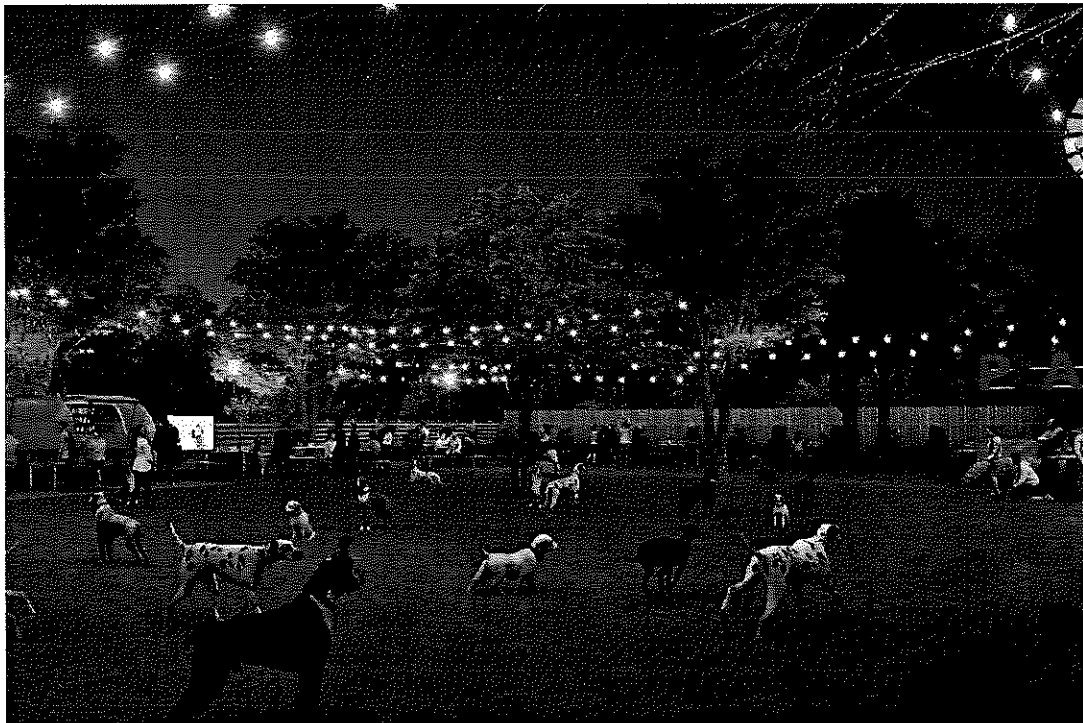


From this initial meeting, FPA will utilize the information obtained to begin developing conceptual plans for the property. The plans will be prepared to create an overall master plan which takes into account the development goals discussed. FPA Design Team will create up to two conceptual plans for the park. The conceptual plans will outline the proposed improvements such as the realignment of the football/soccer field, realignment of the baseball fields, renovating the bathrooms, identifying a location for a dog park, creating a trail system within the woods, redesigning the main entry and other elements that will be determined at the initial meeting. Once completed, FPA will again meet with the municipality to review our findings and review the plans. The goal of this meeting is to obtain your feedback and input on the conceptual plans. Once we have obtained your input, FPA will then refine the plans and create a single conceptual plan which will be utilized as the master plan for the C.O. Johnson park.

From this single plan, FPA will then develop a construction cost estimate for the work associated with this refined plan. The estimate will be broken up into the phases to allow the Township the ability to implement individual phases of development with an overall master development plan for the site.

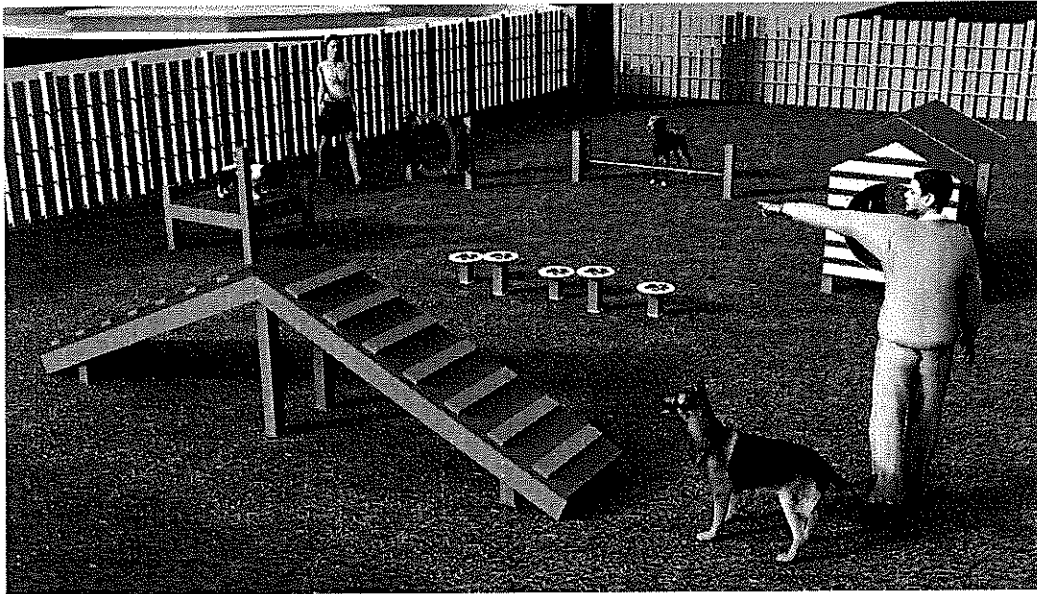
At your request, FPA will be available to attend a public meeting to review the plans developed for the property. The development of these plans will be handled by the Director of Landscape Architecture, Michael Piga, and the Regional Manager of our Hackettstown office, Denis Keenan.

Below are just some fun images for creating the new C.O. Johnson Park...



Dog Park in July

Handwritten initials in a circle, likely representing the client's initials.



Dog Park Obstacle Course



Nature trails through the woods.



Nature trails through the wood area



A small butterfly garden.

A handwritten signature or set of initials in black ink, located at the bottom right of the page.



Butterfly garden.



Grass Athletic fields

[Handwritten initials]



To assist you in accomplishing your goals, we offer the following scope of services:

SCOPE OF WORK

1. Master Development Plan

FPA will prepare a conceptual design for the proposed improvements to the C.O. Johnson Park. The work will be performed on an hourly basis in accordance with the attached hourly rate schedule. The budgetary fee estimate is based upon the following scope of services. We anticipate up to 3 meetings will be required to develop the plans as outlined above. FPA will first meet with the Township professionals to review the project goals and evaluate the various alternatives. FPA will then create up to two (2) single sheet concept plans documenting the proposed improvements. The base mapping will consist of plans that the Township has available and/or aerial photography prepared by Nearmaps.com. A subsequent meeting will then be held with the Township professionals and stakeholders to review the first draft of the concept plans. Based upon the discussions of this meeting, FPA will make a final concept plan incorporating the discussions with the Township. Based upon the final concept plan, FPA will prepare a budgetary estimate of construction costs for the project. Once complete, FPA will be available to attend a public meeting to review the final product.

2. Reimbursable Expenses

Client shall pay FPA for reimbursable expenses, including application fees, printing and reproduction courier and express delivery service, bulk/special mailings, facsimile transmissions, specialized equipment and laboratory charges, GPS Survey Equipment usage, other costs of acquiring materials specifically for Client and related charges. The reimbursable expenses will be added to each monthly invoice.

FEE AMOUNTS

Our fees for this project are summarized as follows:

- 1. Master Development Plan.....(Hourly Estimate - \$8,000.00)
- 2. Reimbursable Expenses.....Time and Materials
(Budgetary Amount of \$200.00)



SPECIFIC CONDITIONS

- A. The general terms and conditions which French & Parrello Associates, P.A. enters into agreements are attached to the rear of this proposal and are hereby made part of this agreement.
- B. The above proposal does not include within the quoted prices the following:
 - 1. Any work not specifically stated herein.
 - 2. Boundary and topographic surveys.
 - 3. Utility studies or design.
 - 4. Site Engineering.
 - 5. Environmental and geotechnical Services.
 - 6. Construction Documents

CLOSING

If the terms and conditions set forth in this proposal are satisfactory to you, please indicate your agreement by signing and returning this proposal to us. When we have received the acknowledgement copy of this proposal, we will consider that we have made a binding agreement with you on the terms set forth above.

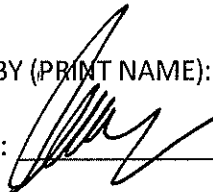
On behalf of French & Parrello Associates, P.A., I want to thank you for this opportunity.

Respectfully Submitted,

FRENCH & PARRELLO ASSOCIATES, P.A.


 Michael J. Piga LLA
 Discipline Manager of Landscape Architect Services
Michael.Piga@fpaengineers.com


 Denis Keenan, PE CME CFM
 Vice President
Denis.Keenan@fpaengineers.com

ACCEPTED BY (PRINT NAME): Alex Rubenstein
 SIGNATURE:  DATE: 12/1/2020
 TITLE & COMPANY: Mayor - Byram Township
 TELEPHONE NUMBER: 9733472500 FAX NUMBER: 9733470502



GENERAL CONDITIONS OF SERVICES

Client: Township of Byram Project Name: CO Johnson Park – Master Plan

Project Number: 16801.PR1 Date: November 25, 2020

A. SCOPE OF SERVICES

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."

Handwritten signature/initials



K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of FPA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Clients' sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of any construction safety standards or practices, including demolition. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.



2021 BYRAM TOWNSHIP SCHEDULE OF HOURLY RATES

Principal / Director	\$138.00/hr.
Project Manager	\$138.00/hr.
Licensed Site Remediation Professional (LSRP).....	\$132.00/hr.
Landscape Architect.....	\$122.00/hr.
Project Engineer.....	\$117.00/hr.
Project Environmental Scientist.....	\$112.00/hr.
Senior Engineer.....	\$122.00/hr.
Project Surveyor.....	\$122.00/hr.
GIS Manager	\$115.00/hr.
CADD Drafter.....	\$76.00/hr.
Senior CADD Designer	\$113.00/hr.
CADD Designer.....	\$92.00/hr.
Resident Engineer	\$102.00/hr.
Inspector.....	\$66.00/hr.
Supervising Technician.....	\$71.00/hr.
Party Chief	\$92.00/hr.
Principal Technician	\$86.00/hr.
Senior CADD Drafter	\$86.00/hr.
Staff Engineer	\$92.00/hr.
Technician.....	\$66.00/hr.
Planner	\$97.00/hr.
Instrument Person	\$66.00/hr.
Technical Assistant.....	\$61.00/hr.



MISCELLANEOUS OFFICE SERVICES

Mileage (Employee Travel Time will be Invoiced at the Individuals Hourly Rate, Door-To-Door)	\$0.575 / mile
Certified Mailing/Return Receipt	\$6.20 + postage / piece
Express Delivery Service (Federal Express, etc.)	Calculations per weight/piece
USPS Package Mailing (Plans/Reports)	Postage + 15%/piece

PLOTTING AND GRAPHIC SERVICES

Bond	\$0.20 / sf
Vellum	\$0.35 / sf
Color	\$0.75 / sf
Mylar	\$0.70 / sf
Presentation Board -24" x 36"	\$10.00 / board
Presentation Board -30" x 42"	\$20.00 / board
CD or DVD	\$1.00 / Disk

