



Taylor Wiseman & Taylor

ENGINEERS | SURVEYORS | SCIENTISTS
SUBSURFACE UTILITY ENGINEERING

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www.taylorwiseman.com

July 27, 2023
#92023.2020.1f

RE: Rittenhouse Park Community Assn. Survey
Professional Survey & Civil Engineering
Services
Block: 901 Lots: 79, 79.03, 140.01
Willingboro, Burlington County, NJ

Mr. Michael S. Simone, Esq.
For Rittenhouse Park Community Assn.
The Simone Law Firm, P.C.
700 Professional Plaza
700 Route 130, Suite 201
Cinnaminson, NJ 08077

Dear Mr. Simone, Esq.:

Taylor Wiseman & Taylor (TWT) is pleased to submit for your review and approval our Proposal for Professional Services in connection with the above-referenced project.

Contract items and fees are outlined in the attached *Description of Services and Fees*.

Also attached are the General Provisions of Contract, which outline the terms and conditions of the services to be provided.

We thank you for the opportunity to submit this proposal for the above referenced project and look forward to working with you. If you have any questions please do not hesitate to call.

If this proposal is acceptable, please sign in the appropriate space below, initial each subsequent page, and return a copy to our office along with a retainer in the amount of \$12,800.00. Thank you for this opportunity to be of service.

Accepted for Taylor Wiseman & Taylor

James Conlow

Jim Conlow
Senior Project Manager

Samuel Previtera

Samuel S. Previtera, PLS
V.P., Survey Department Manager

I hereby state that I am an authorized representative or agent who has the authority to enter into a contractual agreement for the below listed client. I further understand that upon signing this agreement it is binding upon the Client and the Client agrees to accept all terms and conditions of this proposal. Having such knowledge, I hereby enter into a contractual agreement with Taylor Wiseman & Taylor for the services listed within this proposal.

Accepted for: The Simone Law Firm, P.C.

By _____
Authorized Representative

Date _____



Date: July 27, 2023
 Contract #: 92023.2020.1f
 Client: The Simone Law Firm, P.C.

DESCRIPTION OF SERVICES AND FEES

1. Survey of Property (61112) Fixed Fee - \$8,200.00

Services include the necessary survey field work, data reduction, research, and calculations for the preparation of an outbound survey of the lots or parcels listed in accordance with N.J.A.C. 13:40-5.1 (Land Surveyors; Preparation of Land Surveys) with a plan prepared at an appropriate scale. The client shall be responsible to deliver to our office prior to the commencement of service any information or documentation pertinent to the subject property including but not limited to: a) current commitment of title, b) previous plans and surveys, and c) record deeds. Upon completion of the survey plan six (6) copies shall be sent to the client or his designated representative.

2. Property Corners (60560) Fixed Fee - \$2,500.00

Includes the setting of iron pins (5/8" O.D. x 18") with caps on all outbound corners of the composite tract of land. This item is for conformance with N.J.A.C. 13:40-5.1 Section (d). This does not include setting corners along the line common with the creek, or individual adjacent lots.

3. Topographic Survey (61142) Fixed Fee - \$5,900.00

Includes the survey field work, office reduction and drafting required to perform a ground-based topographic survey for the five (5) Areas of Concern (AOC) designated and shown on the Exhibit Plan attached. The topography will be compiled to comply with National Map Accuracy Standards for 1-inch = 30-foot scale mapping with a contour interval of one foot. All visible planimetric features at and around each AOC will be located and depicted on a plan. Overlap topography beyond the property lines and down to the Mill Creek will be depicted and based on LiDAR data available from the NJ DEP. Upon completion the base survey CAD file will be provided to the Project Engineer for use on this project.

4. Drainage/Erosion Improvements Analyses (00640) "Time Charge" Estimated Fee - \$9,000.00

Includes evaluation of each cited violation and determination of appropriate solutions. It is assumed that this work will not require either a Flood Hazard Area (FHA) permit or a Freshwater Wetland (FWW) permit as the solutions should be viewed as normal maintenance with no new structures proposed. If this changes, a contractual amendment would be required.

Total Fixed Fee Items: \$16,600.00
Total "Time Charge" Estimated Fee Items: \$9,000.00



The scope of services is limited to the work elements above. The following tasks and others that are not listed here may be required but are not listed in this proposal. They may be provided by TWT, or others, at additional cost:

- Township Application and Notices
- LOI Application, Wetlands Delineation, Locations Mapping, Wetland Fill Permits and Buffer
- Landscape Plans
- Community Impact Study
- Individual Tree Locations
- Any task or service not specifically listed in the Scope of Work;
- Property corners (waived) unless authorized; Topography beyond the limits described;
- Floodplain analysis and/or permitting;

Client must provide/facilitate access to the Site, and notification to the adjacent residents;
Final plans will only be provided upon receipt of payment in full;



GENERAL TERMS AND CONDITIONS (Rev.001)

All work listed under "Scope of Services" is to be performed in accordance with the "General Terms and Conditions" (below) and any other specific Addendum or Terms & Conditions listed herein and attached hereto.

1. **LIMIT OF PROPOSAL:** The proposal aspect of this document will be valid for 45 days from the date of execution by Taylor, Wiseman & Taylor (TWT). If not accepted by the client within this time period, it shall become null and void. The contract aspect will expire 12 months from the date of Acceptance by the client. Any work not completed within this time period will be subject of a new Proposal/Contract.
2. **PROPRIETARY NATURE OF PROPOSAL:** The technical and pricing information contained in this proposal is confidential information and proprietary property of TWT. Client agrees not to use or disclose this information to any third party without the prior written consent of TWT.
3. **BILLING METHODS AND PROCEDURES:**
 - a) **Fixed Fee:** Billing will be based on total fee quoted for the services outlined in the "Description of Services and Fees" Section of the Proposal/Contract.
 - b) **Time Charge:** Billing will be based on direct wages charged to the project times a multiplier of 3.2 to cover overhead and profit. The Maximum Fee quoted for the services outlined in the "Description of Services and Fee" section of the Proposal/Contract refers to the product of this computation. Attendance by professionals at meetings will be billed hourly, portal to portal.
 - c) **Periodic Billing:** Invoices will be issued on a monthly basis, or when certain tasks have been completed and will be due when rendered. Unless TWT receives written notice that the Client disputes the invoice within 30 days of the invoice date, the invoice will be presumed correct. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of such invoice as required by this Contract. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim. Client may only withhold payment for those specific services Client claims were improperly performed.
 - d) **Reimbursable Expenses: Additional charges will be made for the following:**
 - (1) Printing and document reproduction at retail cost, postage, delivery, overnight and certified mail, etc.
 - (2) Travel expenses (mileage, tolls parking and lodging). Mileage will be invoiced at the current standard rate published by the Internal Revenue Service.
 - (3) Out-of-pocket expenses.
 - (4) Cost plus 12 percent of outside consultants if included in description of services and fees.
 - e) **Changes and Additional Services:** The proposed fee and schedule are TWT's best estimate of charges and time required to complete the "Scope of Services". Fee and schedule commitments are subject to change as a result of changes in the scope of services, changes in regulations governing the project, delays, unknown field conditions, Client's failure to provide required information, acts of God, or changes or additional services requested by regulatory agencies. All changes and additional services will be invoiced on a time and material basis as outlined under Item 3:b "Time Charge" herein.
 - f) **Retainer:** A retainer in the amount aforementioned is required, along with a signed copy of the proposal, as a signed agreement for the services listed. TWT retains the right at its sole discretion, to refrain from starting work or to stop work if already commenced on this project if the retainer and/or signed copy of this proposal are not on file with TWT. This retainer will be applied to the final billing of the project.
 - g) **Payment for Services:** Payment is due upon receipt of invoices. Payment for services will be in accordance with the pricing provided in our proposal, based on the percentage of work performed on each task, utilizing the Description of Services and Fee Schedule effective at the time the services are performed. Payment of fees to TWT for professional services rendered is in no way contingent upon approval of our plans or documentation by any reviewing agency.
 - h) **Delinquent Accounts, Interest & Collections:** Any project account delinquent beyond thirty (30) days may result in the services ceasing until such time that the account becomes current. Client shall indemnify and hold harmless TWT for any claims associated with such suspension of services. Client agrees to pay interest on overdue balances at the rate of 1.5% per month on all invoices past 30 days, starting from the invoice date. In the event that a collection agency or legal proceedings are necessary for collection of unpaid invoices, Client agrees to pay all attorney's fees, costs and expenses of such collection. Any deliverable produced under the "Scope of Services" will not be released to the client or submitted to any agency or any other party unless all outstanding invoices have been paid in full. Delinquency of an account will constitute just cause for cessation of services on the project and may at the option of TWT be considered as termination of the Contract by the Client. By the Client accepting the benefit of such services provided as described in this Proposal, the Client consents to personal and subject matter jurisdiction in the State and County of TWT's choosing the selection of which is at the sole discretion of TWT for any collection action, legal proceedings and/or private Arbitration caused to be initiated by TWT as a result of the failure of the Client to make timely payment for services rendered. It is agreed that the venue and forum of any and all such actions will be determined at TWT's sole discretion.
4. **STANDARD OF CARE:** The standard of care for all professional engineering, surveying, and related services performed or furnished by TWT under this Agreement shall be provided consistent with and limited to the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TWT makes no warranties, express or implied, under this Agreement or otherwise, in connection with TWT's services. TWT and its consultants may use or rely upon the design services of others, including but not limited to, contractors, manufacturers and suppliers. Accordingly, Client should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.
5. **INSTRUMENTS OF SERVICE:** All documents prepared by TWT are "Instruments of Service" with respect to the project referenced in this Contract and shall not be used for other projects, for extension of this project beyond the scope of this proposal, for additions to this project or for completion of this project by others. All Instruments of Service shall remain the property of TWT and in no case shall the transfer of these instruments be considered a sale.
6. **OWNERSHIP OF WORK:** All reports, plans, specifications, computer files, field data, notes and other documents prepared by TWT under this Contract in either electronic or tangible media form, shall remain the property of TWT. TWT shall retain all common law, statutory law and other ownership and property rights in the documents, including copyrights therein. TWT will not be responsible for providing copies of records and documents for the project in case of fire, theft or other causes.
7. **NO THIRD PARTY BENEFICIARIES:** This agreement is made between TWT and the Client, and all instruments of service produced by TWT are for the sole and exclusive benefit and use of the Client. This agreement does not confer upon any third person any benefit or right of reliance upon this agreement or upon the services or deliverables provided. TWT specifically disclaims liability or obligation to any third persons. Any use or reproduction of these drawings or other documents, in whole or in part, without the express prior written consent of TWT, is strictly prohibited.
8. **USE OF WORK:** The documents prepared under this Contract are for use on this project for the scope of services defined in this Contract only and are not appropriate for use for extension of this project beyond the scope of services of this Contract, additions or alterations to this project, completion of this project by others, or for use on any other projects by the Client or any third party without first obtaining written consent from TWT. Use or re-use of these documents in violation of this clause is prohibited and shall be at Client's sole risk, without liability or legal exposure to TWT. The Client hereby expressly agrees to defend, indemnify and hold TWT harmless from any unauthorized use or re-use of any document.



Terms and Conditions for CAD and/or other Electronic/Digital Files:

- a) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless TWT and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the use of the CAD files by the Client, or by third party recipients of the CAD files from the Client.
- b) **Ownership:** All information on the CAD files is considered Instruments of Service of TWT.
- c) **Compatibility:** TWT makes no representation as to the compatibility of the CAD files with any hardware or software.
- d) **Drawing Titles:** Since the information set forth on the CAD files can be modified unintentionally or otherwise, TWT reserves the right, at its sole option, to remove all indications of its ownership and/or involvement from each drawing file.
- e) **Accuracy of Files:** TWT makes no representation regarding the accuracy, completeness or permanence of the CAD files, or for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated. In the event of a conflict between TWT contract drawings and the CAD files, the contract drawings shall govern. It is the Client's responsibility to determine if any conflicts exist. The editable electronic CAD files shall not be used as Contract Documents as defined by the General Conditions of the Contract for Construction; only signed sealed plans or non-editable electronic copies of signed sealed plans may be used as Contract Documents.
- f) **Dimensional Responsibility:** The use of CAD files as a base for shop drawings preparation shall not in any way obviate the Client's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and installation.
- g) **Licensing Fee:** TWT believes that no licensing fees are due to others on account of the transfer of the CAD files; but, in the event that any are, the Client will pay the appropriate fees and hold TWT free from such claims.

9. **CONSENT TO ENTRY AND SITE ACCESSIBILITY:** The Client will be responsible for providing accurate information to TWT as to the Client's requirements for the project. The Client will assist TWT by providing all the information pertinent to the site of the project, including previous reports and any other data relative to the project. TWT will not be responsible or liable for reliance upon inaccurate and/or incomplete information provided to TWT by the Client. This especially includes mark out of utilities for drilling purposes or any other subsurface investigation. The Client hereby grants unconditional consent to TWT to allow access to the properties in question for the purpose of conducting the work outlined in the "Scope of Services". TWT shall be held harmless for any trespass claims resulting from the services contracted above. If the Client is not the property owner of the referenced properties, the Client shall obtain consent from the owner for access to the property to complete the scope of services to be performed. The Client therefore agrees to remove all equipment, material, automobiles and other items from the areas proposed for TWT's services. If TWT arrives at the site to perform its services and cannot access these areas, no work will be performed at that time. TWT will leave the site, reschedule the work, and invoice the Client for the visit to the site as additional services. While TWT will take reasonable precautions to minimize damage to property, it is understood that in the normal course of work some disturbance may occur to surface features, the correction of which is not part of this agreement.

10. **CONSTRUCTION:**

- a) **Responsibility:** The Client agrees to immediately contact TWT personnel should a construction or construction location problem develop on a project approved under this Contract. The solution to the alleged problem must be agreed to by both the Client and TWT. Participation in the problem-solving process by TWT will only take place if TWT has been contacted prior to any attempts to resolve the problem. If TWT is not contacted or contacted after steps have been taken to resolve the problem Client agrees to assume all responsibility for any additional costs or liabilities.
- b) **Construction Cost Estimates:** Construction Cost Estimates, if provided in the "Description of Services and Fees" section, are prepared based on TWT's best judgment as experienced and qualified professionals, familiar with the construction industry. However, since TWT has no control over the cost of labor, materials or services furnished by others, or over competitive bidding practices or market conditions, there is no guaranty that actual construction costs will not vary from the estimate provided.
- c) **Construction Observation:** Unless otherwise specified in the "Description of Services and Fee" section of the Proposal/Contract, services for the item "Observation of Construction" do not include full-time, detailed inspection. "Observation of Construction", if requested, is provided to keep Client informed of the progress of construction and its general conformity to design plans and/or specifications. No certification will be made to the specific conformity of the construction to these documents.

11. **SURVEY:**

- a) **Construction Layout:** After construction control stakes, if listed in the "Description of Services and Fee" section have been set in the field, it shall be the responsibility of the Client to protect same. Any re-staking required as the result of removal or disturbance of the stakes initially set, will constitute an extra item of work. These services will be billed on a Time Charge basis, either as noted in the "Description of Services and Fee" section of the Proposal/Contract, or in an addendum to same.
- b) **Boundary Retracement Surveys:** If this Agreement, within the scope of services, contains provisions in which TWT is to provide Survey services, the following assumption applies: the materials required to complete this survey (i.e., deeds, prior surveys, record plans or physical evidence) are available and generally error and conflict free and meet the standard of care currently practiced in the Northeastern and Mid-Atlantic areas of the United States. Under this assumption, most Boundary Retracement Surveys can be completed within reasonable time frames and efficiencies. However, in a small percentage of surveys, errors, conflicts and deficiencies with the record information and physical evidence may cause significant problems in resolving the boundary. It is not possible to discover those problems until well into the analytical and decision making process. When such problems are discovered, the assumption stated above is no longer deemed valid. TWT, therefore, reserves the right to revise the original scope of service defined herein. The Client will be advised and authorizations to proceed with additional services must be acquired before TWT can complete its services.

12. **PERMITS AND APPROVALS:** TWT does not imply or guarantee the approval or issuance of permits by any individual or agency. TWT will endeavor to prepare applications for such permits and approvals in conformance with applicable requirements. However, in view of the complexity of these matters, the frequent changes in applicable rules and regulations, and the sometimes conflicting interpretations of these rules and regulations by the authorities, TWT cannot guarantee that any such application will be considered complete or will conform to all applicable requirements. Client may choose to retain, at the Client's sole expense, legal counsel for the review of certain matters and to certify completeness. The Client is responsible for the filing of any documents, plans, legal descriptions, permit conditions, etc. that are required as a condition of any approval obtained for the project, as well as the tracking of any stated expiration dates.

13. **EXCLUSIONS:** Items of work not expressly identified in this Contract including but not limited to the following items of work are specifically **excluded**:

- a) Engineer shall not at any time supervise, direct or have any control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- b) Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.



- c) Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors, agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretation or clarification of the construction contract given by Owner without consultation and advice of Engineer.
- d) The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of its services on the portion of the project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- e) Performance of any changes in the submission documents (plans, reports, etc.) requested by the Client and/or any changes or revisions to the submission documents beyond our control required by any reviewing agency after the initial submission of the submission documents.
- f) Any revisions to the submission documents required as a result of changes in zoning or land use ordinances made after the initial submission of the plan.
- g) All application, escrow, witnessing, review, inspection fees and escrow accounts required by any reviewing agency and/or its consultants shall be the sole responsibility of the Client and are not included as part of this proposal.
14. **INSURANCE:** TWT maintains at its own expense Professional Liability, Workman's Compensation, Auto and General Liability Insurance. Upon request, a certificate of insurance will be provided to the Client. Under no circumstances shall the Client or any third party be named as an "additional insured" on the Professional Liability insurance maintained by TWT.
15. **LIMITS OF LIABILITY:** In performing all of the services listed above, TWT will rely on the plans and documents provided by the Client. TWT accepts no liability for the following items with regard to these plans and documents provided by the Client, or the existing conditions on the site as follows:
- Any errors or omissions in the plans and documents supplied by the Client (either in hard copy or electronic media format).
 - The impact these errors and omission may have on TWT's services.
 - Changes in State, regional or local regulations that may require the alteration of the plans and our services.
 - Incorrect construction of the project due to stakes which have been moved or destroyed.
 - Delays to our services caused by changes in scope, Client's failure to provide specified facilities or information, security verification at source points of entry to the site, delays by other consultants/contractors or others, and/or acts of God.
 - Underground and/or unknown conditions on the site, such as utility locations and/or depth, environmental violations or penalties, hazardous waste, etc
- To the extent any liability can be imposed on TWT, said liability is limited only to damages directly arising of services performed by TWT to the specific scope of services in this Contract that do not rely upon an error or omission in plans or documents supplied by the Client.
16. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless TWT, its officers, directors, employees and sub consultants/contractors against all claims, damages, liabilities, losses or costs, whether direct, indirect or consequential, including reasonable attorneys' fees and defense costs, against TWT arising from the acts or omissions of work performed by others. The duty to defend and hold harmless under this provision arises upon service of a notice of claim or filing of a complaint in a court of competent jurisdiction.
17. **RISK ALLOCATION:** The Parties acknowledge that TWT is exposed to risks significantly greater than any potential benefit by virtue of entering into this agreement for Consulting Services with Client. In addition to potentially significant unforeseen risks, a principal risk is the potential for human error by TWT. For Client to obtain the benefit of a reasonable fee, which includes a nominal allowance for apportioning TWT's potential liability, Client agrees to limit TWT's liability to Client and to all other Parties for claims arising out of TWT's performance of the services described in this agreement. The aggregate liability of TWT to Client or any other Parties shall not exceed two (2) times the Contract fee or available insurance, whichever is less, for any claim including but not limited to a claim for breach of contract and/or negligent professional acts, errors, or omissions advanced by Client or any other Party subject to this Agreement. In the event that a court of law of competent jurisdiction determines the foregoing Risk Allocation to be unenforceable as a matter of law, then only that portion of this Agreement shall be void and TWT's limit of liability for any claim for breach of contract and/or negligent professional acts, errors, or omissions advanced by Client or other Parties subject to this Agreement shall not exceed the indemnity limits of any applicable primary and or excess liability insurance policy that may provide coverage for the claim(s). Client and TWT each recognize that additional limits of professional liability insurance coverage for TWT can be purchased for this Project and paid for by Client as a reimbursable expense pursuant to this Agreement. Any requests by Client that TWT increase its limits of professional liability insurance coverage must be made in writing to TWT within fourteen (14) days of the date of this Agreement.
18. **ACCRUAL OF CAUSE OF ACTION:** Causes of action between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
19. **TERMINATION OF SERVICES:**
- a) **By Client:** The Contract may be terminated by providing seven (7) days prior written notice to TWT via Certified Mail. All services will cease within 24 hours of receipt of this written notice (effective date of termination). In the event the Client agrees that the final invoice will be based on the percentage of services completed up to the effective date of termination if the Contract has been based upon fixed fee pricing, or the time and direct expenses incurred to the effective date of cancellation if the Contract is based upon time charge pricing. In addition, the Client agrees that an equitable adjustment will be added to cover any costs incurred by TWT for commitments made prior to receipt of the written notice of termination. Any retainer held will be applied to this final invoice and the balance due, if any, will be immediately due and payable. Any refund will be sent to the Client within 45 days from the date of receipt of the written termination. No work product will be released to the Client, regulatory agencies or any other party until final payment has been received by TWT.
- b) **By TWT:** TWT reserves the right to terminate this Contract for any one of the following reasons: (a) a delinquent account that is sixty (60) days past due, or (b) a conflict of interest which was not apparent at the time the Contract was executed, or (c) inability to complete Contract in a reasonable length of time due to circumstances beyond their control. The terms and conditions of termination for events (b) and (c) shall be the subject of good faith negotiations between both parties with the object of minimizing the financial impact on either party. If TWT elects to terminate this Contract, written notice of termination will be provided to the Client via Certified Mail, and a final invoice will be prepared in accordance with the paragraph above.
20. **ENTIRE AGREEMENT:** The content of this document including Cover Letter, Descriptions of Services and Fees, and General Provisions of Contract, together with any Addenda to same, constitutes the entire agreement between TWT and the Client. All of TWT's communications, actions and documentation relative to the Project shall be covered by this agreement. Nothing herein is to be considered to be inferred or implied, and supersedes all prior negotiations, representations or agreements either written or oral.



21. **SEVERABILITY:** In the event a Court of competent jurisdiction finds any provision of this Contract to be invalid or unenforceable, the invalidity or unenforceability of that provision of this Contract shall be limited to that provision and shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.



WAIVER AND DIRECTION NOT TO SET CORNER MARKERS

TO: TAYLOR WISEMAN & TAYLOR
124 Gaither Drive, Suite 150
Mt. Laurel, NJ 08054
(856) 235-7200
Attn: Samuel S. Previterra, PLS

FROM: _____

(Name, address and phone number of ultimate user)

RE: _____

Property (Lot and block number, municipality or other identifier)

This is to advise that I have been made aware of my right to have corner markers set as part of a survey to be performed on the aforementioned property. In addition, I have been made aware of the potential impact of signing the waiver including: (1) the possible need for a future survey as a result of physical improvements to the property, such as a fence, addition, deck, pool, or shed, and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my property. The right to have corner markers set is hereby waived, and you are directed to perform the land survey without the setting of corner markers as provided by the regulation (N.J.A.C. 13:40-5.2) of the State Board of Professional Engineers and Land Surveyors.

Ultimate User's Signature
Date: _____

Witness' Signature
Date: _____

Full Name & Address of Witness:
(Typed or Printed)

I hereby certify that I have:

1. Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property.
2. Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
3. Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor
Date: _____



**PROFESSIONAL SERVICES
BILLING RATES 2023**

<u>ENGINEERING & RELATED SERVICES</u>	<u>HOURLY RATE</u>
Senior Project Manager	\$208.00
Project Manager	\$200.00
Engineer II	\$175.00
Engineer III	\$162.00
Senior CADD Technician	\$134.00
CADD Technician	\$110.00
Planner	\$203.00
Landscape Architect	\$165.00
<u>SURVEYING SERVICES</u>	
Senior Survey Project Manager (Registered PLS)	\$205.00
Project Manager (Registered PLS)	\$171.00
Project Manager	\$137.00
Senior CADD Technician	\$119.00
CADD Technician	\$101.00
Field: 1-Person Crew (GPS / Robotic)	\$136.00 (Regular)
Field: 1-Person Crew (GPS / Robotic)	\$186.00 (Prevailing Rate)
Field: 2-Person Crew	\$215.00 (Regular)
Field: 2-Person Crew	\$312.00 (Prevailing Rate)
<u>SUBSURFACE UTILITY ENGINEERING</u>	
Senior Project Manager	\$200.00
Project Manager	\$171.00
Field Coordinator	\$125.00
Senior CADD Technician	\$119.00
CADD Technician	\$96.00
Field: Designating (Minimum 8 hours)	\$191.00
Field: Locating - Vehicle & 3-Person Crew (Minimum 8 hours)	\$273.00
Field: Locating - Vehicle & 4-Person Crew (Minimum 8 hours)	\$342.00
Field: Record Research	\$125.00
Traffic Control: 2-Person Crew	\$194.00
Traffic Control: 3-Person Crew	\$261.00
<u>ENVIRONMENTAL SERVICES</u>	
Senior Project Manager	\$180.00
Project Manager	\$149.00
Senior Geologist	\$130.00
Environmental Scientist	\$109.00
Permit Coordinator	\$100.00
<u>MISC.</u>	
Principal	\$241.00
Court Testimony	\$374.00



Additional administrative and support staff will be utilized as needed and billed per our time charge method of billing as described in our General Provisions of Contract. Direct expenses to be negotiated on a Work Order basis, such as, but not limited to, special equipment costs and per diem costs. (Rates are Portal to Portal)

REIMBURSABLE EXPENSES 2023

Reproduction

Mylar	\$2.00 / sq. foot
Engineering Bond	\$0.25 / sq. foot
Color Plot	\$2.00 / sq. foot

Small Format: Black & White

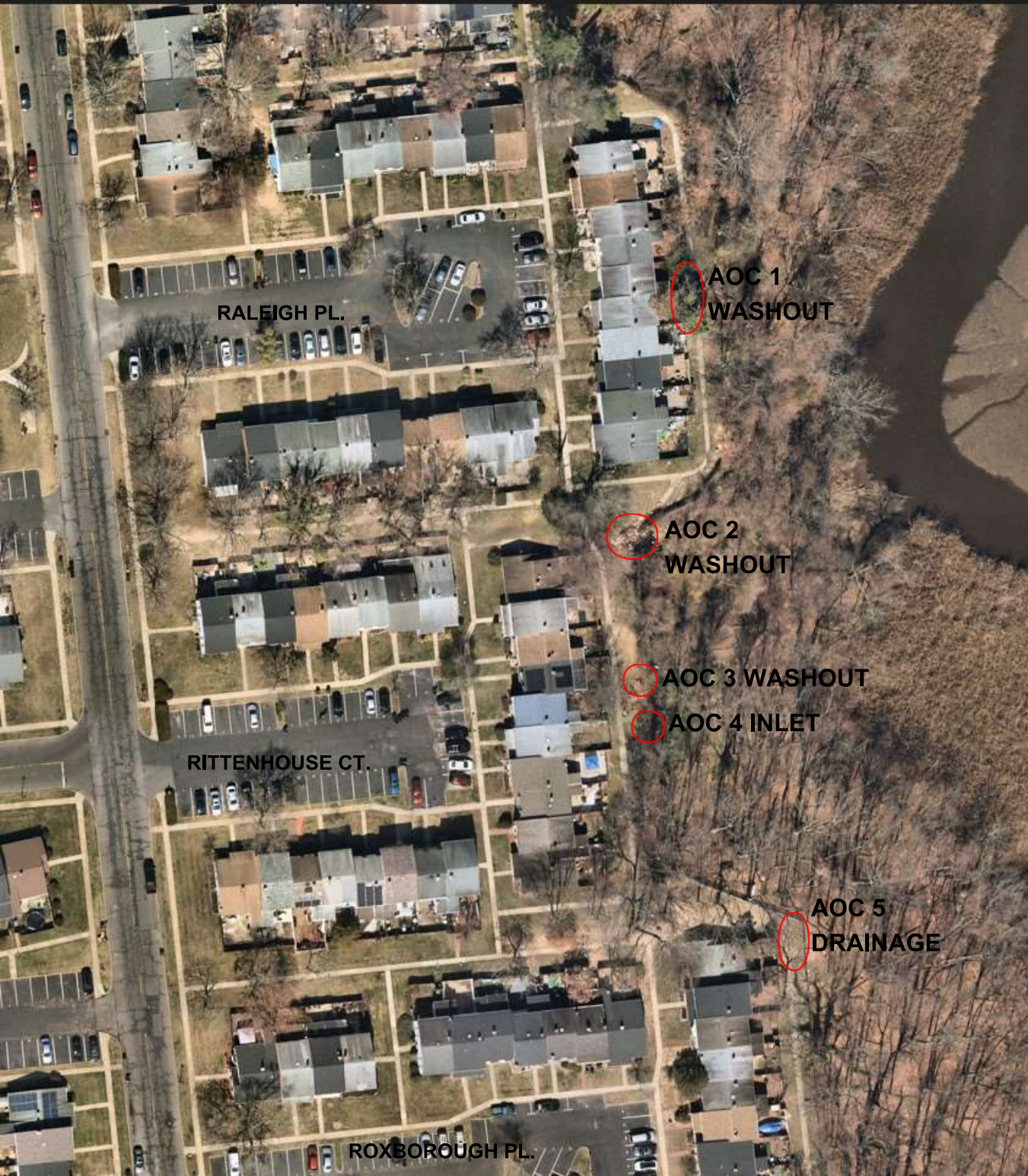
8.5 x 11	\$0.25 / side
Legal	\$0.25 / side
Ledger	\$0.50 / side

Travel

Mileage	current standard rate, per IRS
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Postage & Shipping

UPS / USPS / FEDEX	Cost + 10%
Misc.	Cost + 10%



RALEIGH PL.

AOC 1
WASHOUT

AOC 2
WASHOUT

AOC 3 WASHOUT

AOC 4 INLET

RITTENHOUSE CT.

AOC 5
DRAINAGE

ROXBOROUGH PL.