

DeFeo Associates

September 14, 2019

Richard Trenk, ESQ.
McManimon, Scotland and Bauman
75 Livingston Avenue
Roseland, New Jersey 07068

**RE: Proposal to Provide Pre- Approval and Pre-construction Environmental Consulting
Services to the Township of West Orange re:
West Essex Highlands Proposed Housing Development**

Dear Mr. Trenk,

Thank you for the opportunity to assist the Township of West Orange (Client) in the matter of the proposed housing development known as the West Essex Highlands. In order to most effectively assist the Township in this matter, DeFeo Associates has teamed with Amy S. Greene Environmental Consultants.

Project Background:

As presented, the project consists of a proposed development consisting of 496 residential units requiring the disturbance of between 20 and 35 acres. The site is primarily forested and contains wetlands, wetland transition areas, regulated waters and riparian zones. The site is also constrained by steep slopes.

There are wetlands boundaries and these boundaries have been confirmed via a Letter of Interpretation issued for the site by the New Jersey Department of Environmental Protection.

West Orange is concerned that the project may have an adverse environmental impact on the municipality and has requested this proposal as a means to insure that the development design, if ultimately approved and completed, results in the minimum impact possible to the environment and the community.

Proposed Scope of Work:

DeFeo Associates (Consultant) will provide the following scope of work in order to insure that the goals of the Township are met. This is the first phase of work that is being requested. A separate phase may be requested seeking regulatory oversight of the construction process.

1. We will review the concept plan for the site and review any natural resources information provided by the Applicant to preliminarily assess potential impacts to the natural resources found on the site and to insure that the proposal meets the

- requirements of all applicable Municipal, State and Federal Environmental Regulations..
2. We will conduct one (1) field investigation to verify the information provided by the Applicant.
 3. We will work with the Township of West Orange and its professional staff to develop recommendations for design changes and approval conditions to maximize protection of sensitive environmental resources, minimize impact on neighboring properties and to help insure compliance with environmental standards.
 4. We will review the results of the tree inventory conducted for this site.
 - a. We will conduct one (1) field investigation to familiarize ourselves with the character of the forest and we will coordinate with the Township forester regarding our findings.
 - b. We will conduct a preliminary assessment to determine the feasibility of compliance with the Township's Tree Protection Ordinance (Ordinance) (25-27 Tree Protection and Removal).
 - i. We will assist in developing strategies for the proposed development to maximize compliance with the intent of the Ordinance.
 - ii. We will propose recommendations for onsite/offsite tree planting, means to reduce tree removal and methods of monitoring ultimate tree clearing and replanting activities as well as alternate means of reducing the impact of tree removal.
 5. We will review the existing natural resource data as it relates to freshwater wetlands, wetland transition areas, riparian zones and endangered and threatened species habitat.
 6. We will provide design and technical assistance in relation to design standards in order to maximize environmental protections and minimize negative environmental impacts including but not limited to storm water runoff, light and noise pollution, prevention of the introduction of invasive plant species and other design features as required.
 7. We will participate in up to three meetings with the Township and or Applicant as appropriate to discuss the findings of this research.
 8. We will deliver a letter report of our findings and recommendations.

Price Proposal Estimate:

This phase of the project has a number of open elements as the project contains multiple facets. In order to provide the most cost -effective service to the Township, DeFeo associates is proposing that work be performed on a Time and Materials basis plus expenses in accordance with the following schedule:

1. Hourly Rates for professional staff will range based on the staffing level required. DeFeo Associates will only utilize the appropriate staff level for the appropriate work.
 - a. Hourly Rates of Professional Staff:
 - i. Principal, DeFeo Associates - \$185.00/hour/ Estimated hours 40.
 - ii. Principal Ecologist - \$230.00/hour/Estimated hours 44.
 - iii. Senior Project Manager - \$180.00/hour/Estimated hours – 6.

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| iv. Project Manager - | \$150.00/hour/Estimated hours -52. |
| v. Senior Env. Scientist- | \$120.00/hour/Estimated hours - 40. |
| vi. Clerical - | \$95.00/hour/Estimate hours - 2. |
2. Mileage - \$.70/mile

A total of 184 hours of staff time is projected for this project phase. We will assign those staff necessary and with the appropriate skills to the work as appropriate in order to maximize cost efficiencies. This includes all work and the delivery of the final report.

Based on the scope of work outlined within this proposal, and to protect against unanticipated expenses, this phase of the work is being proposed with at a not to exceed cost of \$33,500.00. This includes a contingency fee of \$2410.00 to protect against such unanticipated expenses such as extra meetings or other research.

Any work outside of the scope outlined herein, or should additional work beyond the scope be required, it shall be billed at the hourly rates outlined within this proposal. At no time will the not to exceed cost be breached without advanced prior notice being provided to the Township for their approval.

Additional Terms:

- The Client agrees to provide relevant data in both verbal and written form as required in order for to complete tasks required under this retainer. DeFeo Associates agrees to maintain confidentiality of this information. For this phase of the project, DeFeo Associates requests the following documents:
 - Copy of the Tree inventory currently completed.
 - Copy of the Current mapping of regulated resources and the most current NJDEP approvals for the site.
- The Client understands that work in this area may result in contested decisions, and that no warranty is provided as to the outcome of the matter before any regulatory or legal bodies. The Client agrees to save and hold harmless the Consultant from such actions that may arise regarding the project about which the services described in this agreement are rendered, and that the terms of this agreement are limited accordingly.
- DeFeo Associates does not purport to provide legal or accounting services and the terms of this retainer are limited accordingly.

Either party may terminate this agreement with thirty - (30) days written notice. If terminated, the Client shall be responsible for any and all costs incurred to date and experienced in the closure of the contract's provisions within the thirty -(30) day notice.

DeFeo Associates is looking forward to the continued provision of professional services to the Township of West Orange. If you have any questions on any element of this proposal, please do not hesitate to contact me.

Sincerely yours,



Wayne D. DeFeo, LEED AP
Principal

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Warren, New Jersey 07059
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