



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 17, 2021

Andrew Cangiano, P.E.
Greenman – Pedersen
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

RE: REQUEST FOR PROPOSALS
NJDOT MA – 2022
NANCE ROAD, WARREN ROAD AND KING ROAD

Dear Mr. Cangiano,

The Department of Public Works of the Township of West Orange requests proposals from firms providing both Civil Engineering and Land Surveying Services, which are capable of performing the necessary improvement plans, specifications and bid documents for the following NJDOT Municipal Aid Grant Award:

1. MA – 2022
 - A. Nance Road – Mt. Pleasant Avenue to Warren Road – 2600 linear feet
 - B. Warren Road – Colonial Woods Drive to King Road – 2700 linear feet
 - C. King Road – Crestmont Road to Warren Road – 400 linear feet
- Total Length – 5700 linear feet

The total length of MA – 2022 is 5700 linear feet, within a 50-foot (+/-) right – of – way. Tax maps of these streets are enclosed showing the locations of these streets. Proposals shall be submitted to provide all work required to provide a complete design package as generally described on the enclosed description.

The cost of services shall be for a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets. Please see attached project specification sheet. This project will be partially funded by a grant from the New Jersey Transportation Trust Fund (NJTTF). All plans, specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications, and shall be submitted for review and approval to the N.J.D.O.T. Local Aid Office in Newark.

Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids upon availability of funds from the NJDOT in summer 2022 pending approval by the NJDOT Local Aid Office. Proposals shall be submitted in writing on or before 10:00 A.M., Monday, December 6, 2021 to the Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certification of completion should also be included if available from your firm.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb
Enc.

**REQUEST FOR PROPOSAL
NOVEMBER 2022**

MA – 2022 IMPROVEMENT OF NANCE ROAD, MT. PLEASANT AVENUE TO WARREN ROAD; WARREN ROAD, COLONIAL WOODS DRIVE TO KING ROAD; KING ROAD, CRESTMONT ROAD TO WARREN ROAD

PROVIDE FIELD SURVEY OF NANCE ROAD, MT. PLEASANT AVENUE TO WARREN ROAD; WARREN ROAD, COLONIAL WOODS DRIVE TO KING ROAD; KING ROAD, CRESTMONT ROAD TO WARREN ROAD TO GATHER INFORMATION REQUIRED FOR ROADWAY RECONSTRUCTION INCLUDING BUT NOT LIMITED TO:

1. STAKEOUT CENTERLINE AT 25' INTERVALS
2. PROVIDE CROSS SECTIONS EVERY 25' AND AT ALL DRIVEWAYS, WALKS, AND STEPS, AND FOR A DISTANCE OF FIFTY FEET BEYOND THE R.O.W. INTO ALL INTERSECTING STREETS. EXTEND BEYOND THE RIGHT-OF-WAY LINE AS NECESSARY FOR THE DESIGN.
3. CENTERLINE PROFILE AND FIFTY FEET BEYOND THE RIGHT-OF-WAY INTO INTERSECTING STREETS
4. LOCATE ALL TREES, SHRUBS, UTILITIES, WALKS, DRIVEWAYS, STRUCTURES – 30' EACH SIDE OF THE CENTERLINE AND FARTHER WHERE NEEDED FOR DESIGN PURPOSES WHERE THERE ARE SIGNIFICANT BREAKS IN GRADE.
5. RIM AND INVERT ELEVATIONS OF ALL STORM AND SANITARY SEWERS, LOCATIONS OF UTILITIES

DESIGN

1. POSSIBLE WIDENING OF CARTWAY OF SECTIONS OF EACH STREET TO PROVIDE CONSISTENT WIDTH
2. NEW CONCRETE SIDEWALKS AND DRIVEWAY APRONS WHERE THEY ARE EXISTING AND POSSIBLY FILLING IN GAPS WHERE DIRECTED
3. GRANITE BLOCK CURBS – 6" FACE, CONCRETE CURBS AT HC RAMPS, ENTIRE LENGTH.
4. MILL EXISTING PAVEMENT & CONSTRUCT NEW 2" SURFACE COURSE OF HMA PLUS LEVELING.
5. CONSTRUCT FULL DEPTH ASPHALT PAVEMENT WHERE REQUIRED EITHER DUE TO DETERIORATED ROADWAY OR A WIDENED SECTION
6. RETAINING WALLS IF REQUIRED
7. PROVIDE NEW MANHOLE CASTINGS FOR SANITARY SEWER MANHOLES, REPAIR MANHOLES AS REQUIRED
8. NEW CATCH BASIN FRAMES, GRATES, CURB PIECE, REBUILD INLETS AS REQUIRED
9. IMPROVE DRAINAGE COLLECTION SYSTEM WHERE DIRECTED. ADD UNDERDRAINS WHERE DIRECTED TO COLLECT LEADER AND SUMP PUMP DISCHARGES
10. PROVIDE COVER SHEET WITH ESTIMATE OF QUANTITIES, PLAN AND PROFILE, CROSS SECTIONS CUT SHEETS, PROVIDE TWENTY COPIES OF PLANS AND SPECIFICATIONS INCLUDING BID DOCUMENTS, CONTRACT AGREEMENTS AND A COST ESTIMATE

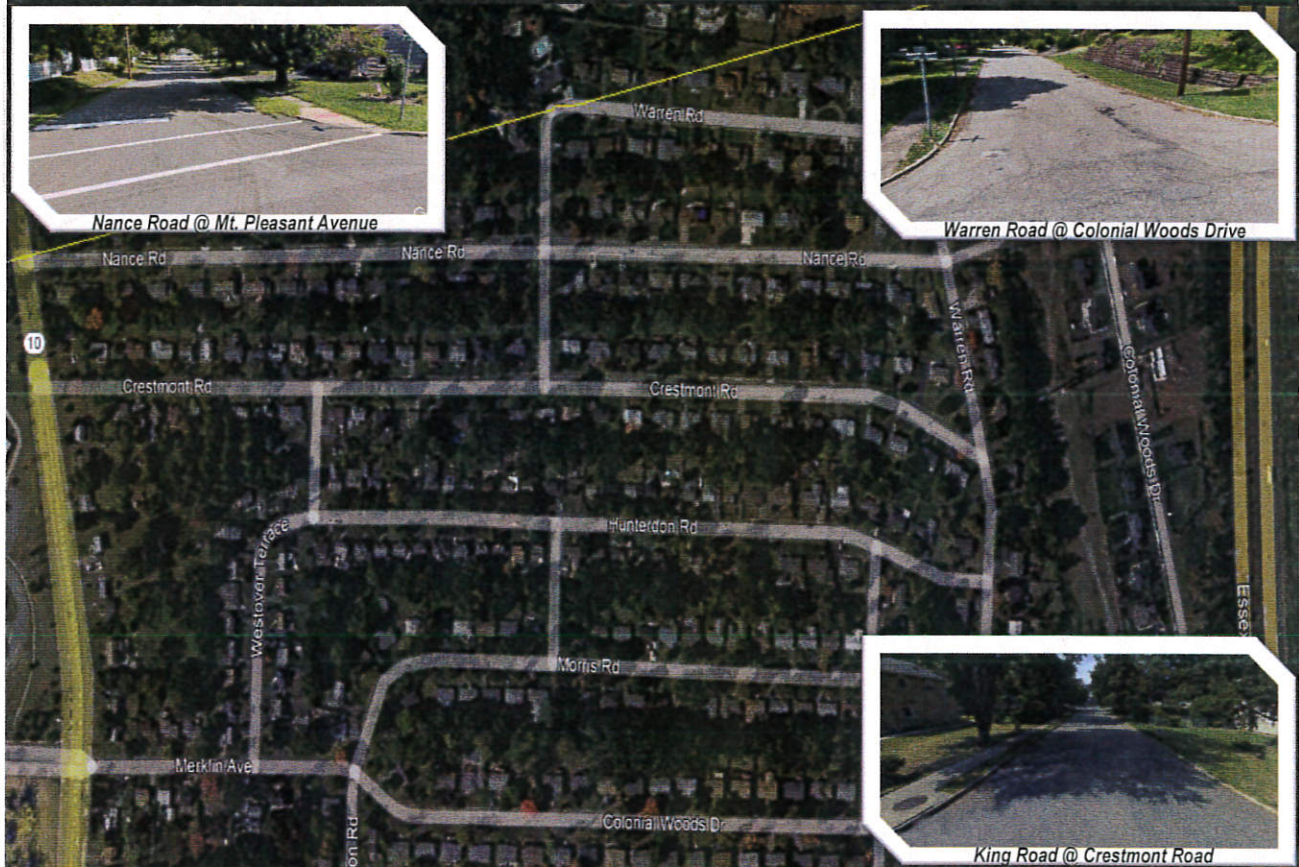
PROPOSAL FOR
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

NJDOT MUNICIPAL AID – 2022

(NANCE ROAD, WARREN ROAD AND KING ROAD)

WEST ORANGE TOWNSHIP, NEW JERSEY

December 6, 2021



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

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December 6, 2021

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
NJDOT Municipal Aid – 2022
(Nance Road, Warren Road and King Road)

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is very interested in performing Professional Engineering and Surveying Services as outlined in your November 17, 2021 Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project while considering budget constraints.

GPI has also performed numerous projects which received grants under the New Jersey Department of Transportation (NJDOT) Local Aid program, and we are quite familiar with their requirements. We recently completed the 2020 NJDOT Municipal Aid Road Improvement Projects, which were partially funded through the NJDOT Municipal Aid Program and was performed under an expedited schedule.

We understand the Township intends to advertise for bids on this project in summer 2022, pending NJDOT Local Aid approval.

Our December 10, 2020 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated December 6, 2021.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,



Andrew Cangiano, PE, PP
Director of Engineering



Muhammed S. Assal, PE, CME
Project Manager

AC/MSA/rem

m:\proposals\msa\west orange\municipal aid 2022 - 12-06-2021\municipal aid 2022 proposal.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **NJDOT Municipal Aid – 2022**. Throughout the firm's 55-year history we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, a complete design and bid package or packages including cost estimates, plans and specifications (twenty copies each) for bidding purposes.

We have reviewed the proposed tasks contained in the RFP, visited the sites, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements:

SURVEYING SERVICES

1. Provide point elevation at centerline at 25' intervals.
2. Provide cross sections every 25' and at all driveways, walks, and steps, and for a distance of 50' beyond the ROW into all intersecting streets. Extend beyond the right-of-way line as necessary for the design.
3. Provide centerline profile and fifty feet beyond the right-of-way into intersecting streets.
4. Locate all trees, shrubs, utilities, walks, driveways, structures – 30' each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
5. Locate all rim elevations and identify all invert elevations of storm and sanitary sewers and identify locations of utilities.

DESIGN SERVICES

1. Possible widening of cartway of sections of each street to provide consistent width.
2. New concrete sidewalks and driveway aprons where they are existing and possibly filling in gaps where directed.
3. Granite block curbs – 6" face, concrete curbs at HC ramps, entire length.
4. Mill existing pavement and construct new 2" surface course of HMA plus leveling.
5. Construct full depth asphalt pavement where required either due to deteriorated roadway or a widened section.
6. Retaining walls if required.

7. Provide new manhole castings for sanitary sewer manholes, repair manholes as required.
8. New catch basin frames, grates, curb piece, rebuild inlets as required.
9. Improve drainage collection system where directed. Add underdrains where directed to collect leader and sump pump discharges.
10. Provide cover sheet with estimate of quantities, plan and profile, cross sections cut sheets, provide twenty copies of plans and specifications including bid documents and contract agreements, and a cost estimate.

The total length of each road is approximately:

Nance Road – Mt. Pleasant Avenue to Warren Road	2,600 linear feet
Warren Road – Colonial Woods Drive to King Road	2,700 linear feet
King Road – Crestmont Road to Warren Road	<u>400 linear feet</u>

The total length of roads is approximately 5,700 LF, within a fifty-foot (50'±) right-of-way.

SCOPE OF WORK

A. Surveying & Base Mapping

GPI will provide a field survey which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street;
2. Centerline points provided at 25' intervals;
3. Cross sections every 25' and at all driveways, walks, and steps, and for a distance of fifty feet beyond the right-of-way into all intersecting streets. All sections will extend a sufficient distance beyond the right-of-way as necessary to design the roadway and improvements and to provide a grade transition;
4. Centerline profile and fifty feet beyond the right-of-way into intersecting streets;
5. Location of all trees, shrubs, utilities, walks, driveways, structures – 30' each side of the centerline and farther where needed for design purposes where there are significant breaks in grade;
6. Locate all storm and sanitary sewers, rim elevations and utility locations, and invert elevations as required for design purposes; and
7. Right of way will be shown from available Township Tax Map information.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements, including reviewing each street in the field. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans for each street at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. Curb ramp design will detail the construction of ADA compliant curb ramps utilizing NJDOT curb ramp standards and details. Curb will be granite 6" face, concrete curbs at ADA ramps.
4. Construct new granite curb for entire length of all roads and full depth asphalt pavement where required.
5. Milling of existing pavement and construction of new 2" surface course of Hot Mix Asphalt.
6. New manhole castings for sanitary sewer manholes, repair manholes as required and new catch basin frames, grates, curb piece, rebuild inlets as required.
7. We will prepare suitable detour plans for each roadway closure, if needed. Detour plans will depict detour routes with signage on to local and or County roadways as required for the roadway milling and resurfacing operations.
8. All design criteria will comply with the current NJDOT and MUTCD specifications.
9. We will prepare a complete set of specifications.
10. A final Engineer's Estimate of Construction will also be prepared.
11. All plans and specifications will be in accordance with the New Jersey Department of Transportation Standard Specifications and we will submit them for review by the NJDOT Local Aid Office.
12. We will prepare and submit twenty (20) sets of Contract Documents.

FEE SCHEDULE – Surveying & Design

Our fee for the above services for each project is:

	Survey Fee	Design Fee	Total Fee
NJDOT Municipal Aid – 2022	\$18,540.00	\$15,500.00	\$34,040.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

The time required to perform construction inspection services is a function of established contract duration(s), contractor's schedule, and the Township's need for part-time or full-time inspection. We will provide construction inspection services to fit with the Township's needs. The services will be provided on an hourly basis.

Our fee for the above referenced services is as follows:

Construction Administration/Construction Inspection Services	\$95.00/hr.
Construction Inspection Overtime Rate	\$142.50/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 10, 2020, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$	160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$	145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$	145.00
SENIOR DESIGNER	\$	120.00
DESIGNER	\$	95.00
INSPECTOR	\$	95.00
ENGINEERING TECHNICIAN	\$	80.00
PROFESSIONAL LAND SURVEYOR	\$	160.00
SENIOR PROJECT MANAGER, SURVEYING	\$	145.00
PROJECT SURVEYOR	\$	120.00
SURVEYING TECHNICIAN	\$	80.00
PARTY CHIEF	\$	95.00
INSTRUMENT PERSON	\$	75.00
TECHNICAL TYPIST	\$	50.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering and Surveying Departments.

Muhammed S. Assal, PE, CME, Project Manager, will be responsible for the overall design, contract adherence, and overall project supervision. Mr. Assal is quite familiar with the Township of West Orange, having worked on several other Township projects in recent years. He will be assisted by Engineering Department staff members **Michael A. Wallo, PE, CME**, Assistant Director of Engineering/Project Engineer and **Michael E. Pirog, EIT**, Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, PP, CME**, Director of Engineering – Morris Plains Office.

SECTION 3

Project Schedule

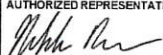
We are committed to adhering to the Township's goal to advertise for bids by **Summer of 2022**. We anticipate work will proceed within one (1) week after the award of contract. GPI has the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed a June 15, 2022 contract award and have prepared the following Project Schedule:

	June 15, 2022 (Assumed Contract Award)	Project Schedule				
		January 2022	February 2022	March 2022	April 2022	May 2022
1	Surveying Services	■				
2	Design of Preliminary Plans/Specs		■			
3	Township Review and Comment		■			
4	NJDOT Preliminary Review			■		
5	Final Plans and Specifications				■	
6	Bid Coordination				■	■

SECTION 4

Sample Insurance Certificate

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/30/2020													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																	
PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042			CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: jkozarsky@genattgrp.com														
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950			INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: American Guarantee & Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER E: Merchants National Insurance Company</td> <td>12775</td> </tr> <tr> <td>INSURER F: Westchester Surplus Line Insurance Company</td> <td>10172</td> </tr> </table>			INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: Berkley Insurance Company	32603	INSURER C: XL Specialty Insurance Company	37885	INSURER D: American Guarantee & Liability Insurance Company	26247	INSURER E: Merchants National Insurance Company	12775	INSURER F: Westchester Surplus Line Insurance Company	10172
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INSURER F: Westchester Surplus Line Insurance Company	10172																
COVERAGES CERTIFICATE NUMBER: 1415412610 REVISION NUMBER:																	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS											
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO JECT ☒ LOC ☐ OTHER		1000025533201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$											
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		1000198539201	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$											
FED	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		G71780296002 EXL0001855 AEC 6439062-01	12/31/2020 12/31/2020 12/31/2020	12/31/2021 12/31/2021 12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$											
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000002543 1000002541	12/31/2020 12/31/2020	12/31/2021 12/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000											
C	☒ Property ☒ Professional Liability		UM00082200MA20A AEC903389901	12/31/2020 12/31/2019	12/31/2021 12/31/2021	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																	
CERTIFICATE HOLDER SAMPLE FOR INFORMATIONAL PURPOSES ONLY				CANCELLATION 30 day notice applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 													

ACORD 25 (2016/03)

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Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

**Proposal for Civil Engineering and Land Surveying Services
NJDOT MA – 2022 - Nance Road, Warren Road and King Road
Township of West Orange**

December 6, 2021

Dear Mr. Lepore,

412 Mount Kemble Avenue
Suite G22
Morristown NJ 07960
United States of America

T +1 (908) 730 6000
F +1 (973) 267 2890
www.mottmac.com

Mott MacDonald is pleased to submit this proposal for civil engineering and land surveying services in connection with the above-referenced project, as requested in your RFP dated November 17, 2021.

The services that we propose to provide to the Township relative to the subject project are as identified in your November 17, 2021 RFP and clarified in the attached Scope of Services. These services will be administered and conducted out of Mott MacDonald's offices located in Morristown, New Jersey, with support of additional staff at MacDonald's headquarters in Iselin, New Jersey, if needed.

SCOPE OF WORK

Mott MacDonald will provide field survey and design of Nance Road, Mt. Pleasant Avenue to Warren Road; Warren Road, Colonial Woods Drive to King Road; King Road, Crestmont Road to Warren Road to gather information required for roadway reconstruction. The following represents clarifications to the Scope of Work provided with the RFP:

Field Survey & Base Mapping

1. Location of roadway edge, curb top and bottom, sidewalk locations, detectable warning surfaces and ADA ramps for illustration of project limits and quantity takeoffs.
2. Our survey will provide locations of all storm, water, and sanitary sewer structures and approximate locations of utilities based on available utility markouts/mapping and structures visible at grade.

Design

Mott MacDonald's engineering design will conform to the following general guidelines:

1. Design of resurfacing of asphalt pavement, including milling of existing pavement and construction of a new 2" surface course. A typical cross-section will be generated for all roads. Detailed profiles and cross-sections are not proposed.
2. Cartway Width – Review and design of possible widening of cartway width of sections of each street to provide consistent width throughout.
3. Granite block curbs — Design new curbing for entire project limits with 6" face, and provide concrete curbs at HC ramps. Elevation of curbs to be specified to be 6" and meet existing road elevations.
4. Sidewalks — Provide handicapped ramps with detectable warning surfaces where required. Standard NJDOT details will be provided and the type of ramp specified on the plan sheets.
5. Driveways – Asphalt driveway apron repairs as a result of the block curb reconstruction, as well as possibly filling in gaps where directed.
6. Restoration – Grass restoration as a result of the block curb reconstruction
7. Drainage improvements – Design drainage improvements to collect sump pump discharge, eliminate ponding water and pavement groundwater bleed through as required.
8. New storm water catch basin frames, grates and curb pieces. Repair to inlets and storm manholes as required.
9. Plan set to include cover sheet with estimate of quantities, roadway plan and profile, road cross sections and details.

Twenty copies of plans and specifications including bid documents and contract agreements will be provided. All work will be in accordance with the New Jersey Department of Transportation standard specifications as supplemented.

SCHEDULE

Mott MacDonald anticipates the following work schedule for the proposed project:

Field Survey / Base Mapping4 Weeks
Design / Plans & Specifications.....6 Weeks

COST OF SERVICES

Mott MacDonald proposes to complete the noted scope for the lump sum price of \$47,000.00. As requested, our rate schedule is attached for use on any additional work that may arise.



Based upon our submission, we trust that you will find Mott MacDonald's proposal responsive to the RFP which you have issued for the Street Improvements to Nance Road, Warren Road and King Road III Project. Should you have any questions regarding the information contained in this proposal, please feel free to contact us. We thank you in advance for this opportunity to submit this proposal to you, and look forward to taking part in this assignment.

Very truly yours,

MOTT MACDONALD, LLC

A handwritten signature in black ink, appearing to read 'John Ruschke'. The signature is written in a cursive, flowing style.

John K. Ruschke, PE
Vice President
Municipal & County Services
T 908.238.5000 F 973.267.2890
john.ruschke@mottmac.com



Township of West Orange 2022 Hourly Rate Table

Principals / Principal Project Managers / Principal Engineers	\$195.00 to \$260.00
Sr. Project Engineer / Sr. Project Manager /	
Sr. Project Geologist / Sr. Project Scientist	\$155.00 to \$260.00
Sr. Specialist V / Sr. Designer V	\$135.00 to \$190.00
Sr. Inspector IV/V / Sr. Surveyor IV/V	\$120.00 to \$195.00
Project Engineer / Engineer IV / Project Architect / Architect IV /	
Project Manager	\$135.00 to \$215.00
Project Geologist / Geologist IV / Project Scientist / Scientist IV.	\$ 110.00 to \$172.00
Engineer II/III / Architect II/III.	\$105.00 to \$175.00
Specialist III/IV / Designer III/IV.	\$ 85.00 to \$152.00
Scientist II/III / Geologist II/III.	\$ 77.00 to \$125.00
Engineer I / Architect I	\$ 80.00 to \$120.00
Scientist I / Geologist I.	\$ 70.00 to \$ 92.00
Inspector III / Surveyor III / Specialist I/II	\$ 75.00 to \$119.00
Assistant Surveyor I/II / Assistant Inspector I/II	\$ 80.00 to \$ 92.00
Technicians	\$ 64.00 to \$ 88.00
Administration / Project Support	\$ 66.00 to \$122.00

* Hourly rates for special consultations and services in conjunction with litigation are available on request.

EXPENSES

Personal Auto / Company Auto	\$0.56 ¹ / mile
Company Vans / Company Pick-Up	\$0.56 ¹ / mile
Photocopies & Offset Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service	Variable
Subcontractors (including Contract Laboratory)	Direct + 15%
Mobile Devices	Variable
Field Equipment	Variable
Travel / Lodging Per Diem	As Incurred

¹per IRS standard mileage rate (rate as of January 1, 2021 is shown – subject to change)

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.



Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

**Proposal for Construction Inspection Services
NJDOT MA – 2022 - Nance Road, Warren Road and King Road
Township of West Orange**

December 6, 2021

Dear Mr. Lepore,

412 Mount Kemble Avenue
Suite G22
Morristown NJ 07960
United States of America

T +1 (908) 730 6000
F +1 (973) 267 2890
www.mottmac.com

Mott MacDonald is pleased to submit this proposal for construction inspection and certification of completion services in connection with the above-referenced project, as requested in your RFP dated November 17, 2021.

The services that we propose to provide to the Township relative to the subject project are as identified in your November 17, 2021 RFP and clarified in the attached Scope of Services. These services will be administered and conducted out of Mott MacDonald's offices located in Morristown, New Jersey, with support of additional staff at MacDonald's headquarters in Iselin, New Jersey, if needed.

SCOPE OF WORK

Mott MacDonald will provide construction inspection and certification of completion services of Nance Road, Mt. Pleasant Avenue to Warren Road; Warren Road, Colonial Woods Drive to King Road; King Road, Crestmont Road to Warren Road for roadway reconstruction. The following represents clarifications to the Scope of Work provided with the RFP:

Construction Inspection Services

1. Managing the contract by preparing and submitting all required NIDOT documents during construction in order to meet local aid grant requirements.
2. Requesting, receiving and reviewing required contract related documents.
3. Preparing agenda, coordinating, scheduling, leading the pre-construction meeting and preparing and distributing meeting minutes.
4. Receiving, reviewing contractor's invoices, preparing engineer's estimates for partial payment vouchers, final vouchers and final change order.
5. Attending any field meetings with the contractor and inspector that may arise during the course of construction.



6. Full time inspection services (for six weeks) will be provided to maintain compliance with the design plans and specifications.

All work to be inspected will be in accordance with the New Jersey Department of Transportation standard specifications as supplemented

Certificate of Completion Services

1. Preparing and coordinating all documents required by the NJDOT for final reimbursement and project closeout.

SCHEDULE

Mott MacDonald anticipates the following work schedule for the proposed project:

Construction Inspection6 Weeks

Certification of Completion2 Weeks

COST OF SERVICES

Mott MacDonald proposes to complete the noted scope for the lump sum price of \$51,000.00. As requested, our rate schedule is attached for use on any additional work that may arise.

Based upon our submission, we trust that you will find Mott MacDonald's proposal responsive to the RFP which you have issued for the Street Improvements to Nance Road, Warren Road and King Road III Project. Should you have any questions regarding the information contained in this proposal, please feel free to contact us. We thank you in advance for this opportunity to submit this proposal to you, and look forward to taking part in this assignment.

Very truly yours,

MOTT MACDONALD, LLC

A handwritten signature in black ink, appearing to read 'John K. Ruschke'.

John K. Ruschke, PE
Vice President
Municipal & County Services
T 908.238.5000 F 973.267.2890
john.ruschke@mottmac.com

Township of West Orange 2022 Hourly Rate Table

Principals / Principal Project Managers / Principal Engineers	\$195.00 to \$260.00
Sr. Project Engineer / Sr. Project Manager /	
Sr. Project Geologist / Sr. Project Scientist	\$155.00 to \$260.00
Sr. Specialist V / Sr. Designer V	\$135.00 to \$190.00
Sr. Inspector IV/V / Sr. Surveyor IV/V	\$120.00 to \$195.00
Project Engineer / Engineer IV / Project Architect / Architect IV /	
Project Manager	\$135.00 to \$215.00
Project Geologist / Geologist IV / Project Scientist / Scientist IV.	\$ 110.00 to \$172.00
Engineer II/III / Architect II/III.	\$105.00 to \$175.00
Specialist III/IV / Designer III/IV.	\$ 85.00 to \$152.00
Scientist II/III / Geologist II/III.	\$ 77.00 to \$125.00
Engineer I / Architect I	\$ 80.00 to \$120.00
Scientist I / Geologist I.	\$ 70.00 to \$ 92.00
Inspector III / Surveyor III / Specialist I/II	\$ 75.00 to \$119.00
Assistant Surveyor I/II / Assistant Inspector I/II	\$ 80.00 to \$ 92.00
Technicians	\$ 64.00 to \$ 88.00
Administration / Project Support	\$ 66.00 to \$122.00

* Hourly rates for special consultations and services in conjunction with litigation are available on request.

EXPENSES

Personal Auto / Company Auto	\$0.56 ¹ / mile
Company Vans / Company Pick-Up	\$0.56 ¹ / mile
Photocopies & Offset Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service.....	Variable
Subcontractors (including Contract Laboratory).....	Direct + 15%
Mobile Devices	Variable
Field Equipment.....	Variable
Travel / Lodging Per Diem.....	As Incurred

¹per IRS standard mileage rate (rate as of January 1, 2021 is shown – subject to change)

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.



December 6, 2021

Via Electronic Mail (Llepore@westorange.org) & Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore
Director of Public Works, Municipal Engineer

Re: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
Request for Proposals
NJDOT MA – 2022 Nance Road, Warren Road, & King Road
Our File No.: Proposal SCE-P12709.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Civil Engineering and Land Surveying Services to the Township of West Orange Department of Public Works (Township) for survey and preparation of improvement plans, specifications, and bid documents for the 2022 New Jersey Department of Transportation (NJDOT) Municipal Aid Grant Award (MA- 2022). This comprises Nance Road – Mount Pleasant Avenue to Warren Road (2,600 linear feet (LF)); Warren Road – Colonial Woods Drive to Warren Road (2,700 LF); and King Road – Crestmont Road to Warren Road (400 LF).

SCE has reviewed the Request for Proposal (RFP) dated November 17, 2021, is very familiar with the Township and subject area, and familiarized ourselves with the project specifics. It is understood the total length of MA – 2022 is 5,700 LF within a 50-foot (+/-) Right-of-Way (R.O.W.). SCE has reviewed all the maps and tax maps that were included in the RFP, and our proposal includes all work required to provide a complete design and bid package including cost estimates, plans, and specifications (twenty (20) copies each) for bidding purposes, detour plans, construction stakeout, and cut sheets.

It is understood this project will be partially funded by a grant from the New Jersey Transportation Trust Fund (NJTTF). All plans, specifications, and bid documents will be in conformance with the latest NJDOT specifications and will be submitted for review and approval to the NJDOT Local Aid Office (LAO) in the City of Newark.

All services for this project will be overseen by a State of New Jersey Licensed Professional Land Surveyor (PLS) and a State of New Jersey licensed Professional Engineer (PE).



Scope of Services

SCE proposes the following scope of services for each task in accordance with the RFP.

TOPOGRAPHIC SURVEY

SCE will provide a Topographic Survey for the purposes of the design of improvements to the existing streets. This will include a level of detail required for a mill and overlay project with some drainage and ADA ramp improvements. SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project areas will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out, the visible surface structures, and review of previously available mapping provided to SCE. All available utility information will be identified and noted at both surface and subsurface levels.

The field survey work will depict current site conditions, surface features, and topography which will extend approximately fifty (50) feet beyond the gutter line limits of the intersecting roadways. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and ADA improvements.

It should be noted that a Right-of-Way (R.O.W.) survey of each roadway or establishment of the adjacent property lines is not included in this scope of work. Should either of these surveys be required, a separate proposal for such services will be provided.

SCE will provide a field survey of Nance Road (Mount Pleasant Avenue to Warren Road), Warren Road (Colonial Woods Drive to King Road), and King Road (Crestmont Road to Warren Road) to gather the information required for roadway reconstruction. Tasks will include:

- Stakeout center line at 25-foot intervals.
- Provide cross sections every 25-feet and at all driveways, walks, and steps, and for a distance 55-feet beyond the R.O.W. into all intersection streets and will extend beyond the R.O.W. line as necessary for the design.
- Centerline profile and fifty feet beyond the right-of-way into intersecting streets.



- Locate all trees, shrubs, utilities, walks, driveways, structures – 30-feet each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
- Rim and invert elevations of all storm and sanitary sewers, and utility locations.

It should also be noted we are anticipating that the Township, prior to our start of field work, will coordinate with all known utilities (sewer, water, gas, electric, cable, etc.) in the area and have them marked out. Also, the Township shall confirm that all storm sewer structure grates and sanitary sewer manhole covers are loosened and removable by our survey field crew.

DESIGN

Upon completion of the survey for each road, SCE will review possible widening of the cartway of sections of each street to provide consistent widths. SCE will meet with the Township to discuss the widening improvements, and other areas of concern, before finalizing the layout of each road.

SCE is then prepared to provide the Township with a complete road program plan set including milling and paving where possible with supplemental full reconstruction where necessary. The plans will call for the replacement of all six-inch (6") granite block curb, the replacement and/or installation of concrete sidewalks and driveway aprons, and will include the design of handicap ramps and upgrades to catch basins and manholes as necessary. SCE anticipates reviewing the existing drainage collection system and upgrading where necessary. SCE will also review areas where underdrains can collect leader and sump pump discharges and discharge directly into the Townships storm sewer system. SCE will prepare cross sections for the roadways at 50-foot intervals. Driveway sections will be prepared, and critical sections will be provided in the plan set.

SCE will provide a cover sheet with estimate of quantities, plan and profile sheets, cross sections cut sheets at 50-foot intervals, and provide twenty (20) copies of plans and specifications including bid documents, contract agreements, and a cost estimate.

SCE will provide the Township with twenty (20) copies of the complete set of design and bid package including cost estimates, plans and specifications for bidding purposes. The complete design will provide for drainage collection and conveyance improvements, new curbs, new sidewalks where existing, driveway and walkway adjustments, and new full depth asphalt pavement. SCE also understands that Township intends to advertise bids for this project in the Summer of 2022.

Reimbursable Expenses

A reimbursable fee for expenses is included as a separate line item below for all anticipated expenses associated with this project. Additional expenses will be billed on



a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee Lump Sum limit indicated below.

▪ Topographic Survey	\$ 16,250
▪ Design	\$ 27,945
▪ <u>Reimbursable Expenses (Allowance)*</u>	\$ 2,000
TOTAL LUMP SUM FEE	\$ 46,195

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

SCE is prepared to commence services within two (2) weeks of authorization to proceed. We anticipate the final survey being completed within three (3) weeks and design to commence upon completion of same. This schedule is weather permitting and will require additional time if roads become snow covered and/or inaccessible.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour



- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Metes and bounds description.
- Location of subsurface conditions (utilities) unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Surveying services other than previously indicated.
- Owner or Contractor-initiated changes.
- Review agency required revisions.



- Application and permit fees.
- Attendance at the bid opening.
- Bid review and recommendation.
- Bid tabulation.
- NJDOT SAGE Coordination.
- Soil Erosion and Sediment Control permit.
- Zoning Board and Planning Board application preparation.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers,



directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.



Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.



If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12709.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Daren J. Phil, PE, PP, CME, Vice President/ Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name and Title)

Enclosure

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dale Group
PO Box 6
Florham Park NJ 07932

CONTACT NAME: Tina Taran

PHONE (A/C, No, Ext): 973-377-7000

FAX (A/C, No): 973-377-4614

E-MAIL ADDRESS: tinat@dalegroup.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Continental Casualty Company

20443

INSURER B : National Fire Ins. of Hartford

20478

INSURER C : CNA

INSURER D :

INSURER E :

INSURER F :

INSURED
Suburban Consulting Eng. Inc.
96 Hwy RT 206 Suite 101
Flanders NJ 07836

SUBUR-7

COVERAGES

CERTIFICATE NUMBER: 1934273376

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	5085943435	2/24/2021	2/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	5085606943	2/24/2021	2/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	Y	5088136652	2/24/2021	2/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	585943516	2/24/2021	2/24/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Pollution Liability			AEH004316497 AEH004316497	2/24/2021 2/24/2021	2/24/2022 2/24/2022	Claim/Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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December 6, 2021

Via Electronic Mail (Llepore@westorange.org) & Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore,
Director of Public Works, Municipal Engineer

Re.: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
NJDOT MA – 2022 Nance Road, Warren Road, & King Road
Construction Inspection
Our File No.: Proposal SCE-P12709.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for construction inspection and certification of completion services to the Township of West Orange (Township) for the NJDOT MA – 2022 Improvement of Nance Road, Warren Road, and King Road project. Our scope of services for this work is further delineated below.

Scope of Services

SCE is prepared to provide any of the services outlined below, if authorized by the Township.

- Pre-Construction kickoff meeting coordination.
- Prepare pre-construction meeting agenda and chair meeting. Minutes will be prepared.
- Review shop drawings.
- Address request for information (RFI's).
- Provide on-site construction observation during all critical phases of the work.
- Advise Township on project progress.
- Review all Contractor payment requests and make recommendations to Township for payment.
- Provide for punch-list inspection of the work.
- Final closeout of project.



- Make recommendations to Township for acceptance of the work and certification of completion.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost



- For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act,



error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.



Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.



If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12709.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Daren J. Phil, PE, PP, CME, Vice President/ Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name and Title)

illy & Luis General Construction

Landscaping and Tree Service

Dean Street

West Orange NJ 07052

township of West orange,

in Luis Calle with LTCO #898 . This letter is to explain
at the ash tree is in hazardous conditions. The reason
why is because its is dead and fall down into someone
something. This is for property 3 Bakley Terrace,
West Orange, NJ. Any further question feel free to call
e at 9738419147.

ncerely,

A handwritten signature in blue ink, appearing to be 'Luis', written in a cursive style.



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

December 6, 2021

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: Professional Engineering & Surveying Services
NJDOT MA - 2022
Nance Road, Warren Road and King Road
West Orange, Union County, New Jersey
Proposal No.: 2021-275**

Dear Mr. LePore:

CME Associates is pleased to present our proposal for the design (Civil Engineering and Land Surveying Services) permitting and bid phase services for the above referenced project for the preparation of construction plans, specifications and bid documents for the NJDOT Municipal Aid Grant funded project. Based on the request for proposal our office received, it is our understanding these services will include the reconstruction of the following roadways:

- Nance Road - Mt. Pleasant Avenue to Warren Avenue – 2600 Linear feet
- Warren Road – Colonial Woods Drive to King Road – 2700 Linear feet
- King Road – Crestmont Road to Warren Road – 400 Linear feet

Total Length= 5700 Linear feet

The improvements will include the following:

- New granite block curbing along with entire length of the roadways with concrete curbing at the curb ramps;
- New concrete sidewalks and driveway aprons where they are existing and filling in gaps where directed;
- Widening of the cartway width required to provide a consistent width;

S:\West Orange\Proposals\21-12-03 Nance Road, ML Pleasant, Colonial Woods.docx



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

- Improve the drainage system including new PPT underdrains to collect leader and sump pump discharges;
- Provide new castings for sanitary sewer manholes;
- Reconstruct drainage inlets with new frames, grates and curb pieces; and,
- Mill and overlay the roadway with full depth asphalt pavement where required.

With this being said, we anticipate the following scope of services:

PHASE I – SURVEYING AND BASE MAP PHASE

Work in this phase will include preparation of base mapping for use in the design of the construction plans. Our survey work will include detailed field survey information including establishing 1 foot contours in NAVD 88 datum. The field survey will locate all existing visible surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way. We will also provide location of utilities, as listed below, where necessary and items within the project limits and 10' behind curbs. This information will be utilized as the base map for the project construction plans. Approximate property lines will be established utilizing located property markers and tax map information.

While preparing the above referenced survey/base map and upon completion, the following tasks will be included:

1. The preparation of a base survey showing all existing improvements along the roadways within right-of-way with a 25-foot overlap and easement areas.
2. Location of all existing physical surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way/easement will be provided. Also included will be the location of utilities, such as storm sewer, sanitary sewer, gas, water, electric and telecommunications, where necessary.
3. Profile elevations and cross sections will be established at 25-foot intervals along the roadway to the width of the existing right-of-way and at necessary horizontal and vertical break points.
4. As described above, datum NAVD88 shall be used for all vertical control, along with the use of NAD83 for all horizontal control.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

5. Driveway profiles will be established where drainage problems have been cited and where the difference in grade from the roadway is causing drainage to be directed towards the abutting properties.
6. The preparation of survey data based on the appropriate datum and three (3) vertical bench marks will be provided evenly spaced throughout the project.

PHASE II – DESIGN PHASE

The work in this phase will involve but not be limited to the following:

1. Prepare construction plans and construction cost estimates, which designate the areas to be reconstructed, as well as the locations of curb, handicapped curb ramps, and driveway aprons to be constructed. As required in the RFP, centerline grades with cut/fill information and cross sections will be provided at 25' intervals.

Construction Plans will consist of the following:

- i. Cover Sheet
 - ii. General Notes and Distribution of Quantities
 - iii. Overall Location Plan
 - iv. Construction Plans
 - v. Drainage and Grading Plan
 - vi. Cross Sections at 25' intervals
 - vii. Curb Ramp Grading Plan
 - viii. Traffic Striping and Signage Plan
 - ix. Traffic Control Plan and Details
 - x. Construction Details
2. Prepare contract documents and specifications required for public bid in accordance with the New Jersey Local Public Contracts Law. Detailed specifications will be provided for the items to be included in the contract, along with an outline of the project. Twenty (20) sets of contract documents will be provided.
 3. Attend two (2) design meetings with the Township and one (1) public meetings to secure approval for the project.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

December 6, 2021
Our File No. 2021-275

4. CME will provide the Township with a set of mylar plans, a computer CAD DWG file of the construction drawings in AutoCAD format, and an electronic copy of the specifications.

Soil Conservation Permit

Since the extent of site disturbance is expected to exceed 5,000 square feet, the work in this phase will involve the preparation of the necessary application to the Hudson Essex Passaic Soil Conservation District for a Soil Erosion and Sediment Control permit. The cost of application permit fees will be the responsibility of the Township.

PHASE III – PUBLIC BIDDING PHASE

This phase will include the following services to publicly bid the project in accordance with the Local Public Contracts Law:

1. Provide Bid Documents to Prospective Bidders, as needed;
2. Provide Addenda for Clarification of Project Specifications;
3. Attend Bid Opening;
4. Analyze Responsible Bids and Recommend Contract Award;
5. Coordinate with the Township, as needed.

Summary of Fee Estimates

We will provide the necessary engineering services as described above based upon the following lump sum fee amounts:

– Phase I – Surveying and Base Map Phase.....	\$32,000.00
– Phase II – Design Phase.....	\$30,000.00
– Phase III – Public Bidding Phase.....	\$2,000.00
Total Lump Sum Fee.....	\$64,000.00



Leonard R. Lepore, Municipal Engineer
Township of West Orange
RE: Proposal for Nance Road, Warren Road and King Road

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Exceptions:

- Construction Phase Services are not included at this time. Should these services be required by the Township, our office requests the opportunity to provide a fee for same.
- It is recommended that pavement cores be prepared prior to the design to identify locations where full pavement depth reconstruction is required. Our office has included in our fee obtaining quotes for pavement cores which would be authorized separately by the Township.
- Construction Stake Out is not included in this scope of services. Should same be required, our office requests the opportunity to provide a fee for same.
- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.
- Application and permit fees have been excluded from this proposal and will be paid by the Township directly to the outside agency.
- Any Licensed Site Remediation Professional (LSRP) and/or soil boring/testing work has been excluded

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,
CME Associates



Trevor J. Taylor, PE, PP, CME
Principal

TT:pv

Enclosure: Rate Schedule



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2022

Senior Project Manager	\$177.00 Per Hour
Project Manager	\$176.00 Per Hour
Project Leader	\$174.00 Per Hour
Professional Engineer	\$173.00 Per Hour
Senior Project Engineer.....	\$169.00 Per Hour
Project Engineer	\$149.00 Per Hour
Senior Design Engineer.....	\$136.00 Per Hour
Design Engineer.....	\$129.00 Per Hour
Senior Engineering Technician.....	\$122.00 Per Hour
Drone Pilot.....	\$135.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$115.00 Per Hour
Drone Technician	\$ 75.00 Per Hour
Professional Land Surveyor	\$171.00 Per Hour
Land Surveyor	\$152.00 Per Hour
Robotic Total Station	\$ 74.00 Per Hour
Party Chief.....	\$129.00 Per Hour
Survey Technician	\$100.00 Per Hour
Resident Engineer	\$154.00 Per Hour
Chief Construction Engineer.....	\$145.00 Per Hour
Senior Construction Engineer.....	\$122.00 Per Hour
Construction Engineer	\$116.00 Per Hour
Chief Construction Technician.....	\$100.00 Per Hour
Senior Construction Technician.....	\$ 89.00 Per Hour
Construction Technician.....	\$ 83.00 Per Hour
Technical Assistant.....	\$ 96.00 Per Hour
Senior CAD Technician	\$127.00 Per Hour
Licensed Landscape Architect.....	\$172.00 Per Hour
Senior Landscape Designer	\$154.00 Per Hour
Certified Tree Expert	\$137.00 Per Hour
Landscape Designer.....	\$123.00 Per Hour
Director of Planning	\$177.00 Per Hour
Professional Planner	\$176.00 Per Hour
Project Planner.....	\$146.00 Per Hour
Planning Technician	\$125.00 Per Hour
Partner.....	\$180.00 Per Hour
Principal.....	\$179.00 Per Hour
Managing Partner/Administrative Partner.....	\$189.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

