



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

March 8, 2022

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **AWARD OF PROFESSIONAL SERVICES CONTRACT**
2020 COMMUNITY DEVELOPMENT BLOCK GRANT
MITCHELL STREET – FROM VALLEY ROAD TO
THE LIMITS WITH THE CITY OF ORANGE

Mayor Parisi, Council President McCartney and Council Members,

On Monday, March 7, 2022 the Township received three responses to the Request for Proposals issued February 11, 2022 for Civil and Engineering and Land Surveying Services for the 2020 Community Development Block Grant Project for Mitchell Street – from Valley Road to the Limits with the City of Orange.

A summary of the responses for the project is as follows:

- | | |
|--|-------------|
| 1. Greenman – Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950 | \$16,800.00 |
| 2. CME Associates
1460 Route 9 South
Howell, NJ 07731 | \$22,000.00 |
| 3. Suburban Consulting Engineers, Inc.
96 US Highway 206, Suite 101
Flanders, NJ 07836 | \$26,150.00 |

- | | |
|---|-------------|
| 4. Crew Engineers, Inc
1250 Route 23 North
Butler, NJ 07405 | NO RESPONSE |
| 5. T&M Associates
1455 Broad Street
Bloomfield, NJ 07003 | NO RESPONSE |
| 6. Colliers Engineering and Design
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856 | NO RESPONSE |

Based on my review of the responses from the three firms, I recommend you award a Professional Services Contract to Greenman – Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950. Greenman – Pedersen, Inc. responded to the Townships RFQ for 2022 for Professional Services.

Attached, is a Resolution awarding Professional Services Contracts to Greenman – Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ in the amount of \$16,800.00 for services described in their proposal dated February 22, 2022.

Please contact me if you have any questions. Copies of the RFP and a copy of the response are enclosed.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Andrew Cangiano, Greenman – Pedersen, Inc.



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

ROBERT PARISI
MAYOR

LEONARD R. LEPORE
Municipal Engineer
Director of Public Works

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

February 11, 2022

Andrew Cangiano
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ, 07950

RE: **REQUEST FOR PROPOSALS**
2020 COMMUNITY DEVELOPMENT BLOCK GRANTS
MITCHELL STREET — FROM VALLEY ROAD TO THE
LIMITS WITH THE CITY OF ORANGE

Dear Mr. Cangiano,

The Engineering Division of the Department of Public Works for the Township of West Orange requests proposals from firms providing both Civil and Engineering and Land Surveying Services, which are capable of preparing the necessary improvement plans, specifications and bid documents for the following Community Development Block Grant (CDBG) project for 2020:

1. Mitchell Street, From Valley Road to the limit with the City of Orange
 - A. Curb and sidewalk replacement;
 - B. New two (2) foot brick strip between curb and sidewalk as necessary;
 - C. Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service;
 - D. Pavement milling and pavement resurfacing
 - E. Pavement striping

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www.westorange.org

F. New traffic signs and shade trees as necessary

Key Map and Tax Map of the street and project are enclosed.

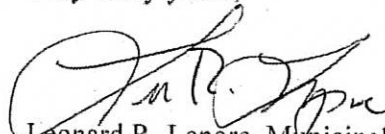
The cost of services shall be for a complete design and bid package including cost estimates, plans, specifications and bid documents (twenty copies) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. 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 by Summer 2022 with construction in Summer and Fall 2022. Proposals shall be submitted in writing on or before 10:00 A.M. Monday, March 7, 2022 to the Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 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.

Since funding is provided by the Community Development Block program of the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development, the bid documents must be approved by the County and comply and include the latest Meeting Federal Labor Standards for CDBG Funded Projects, a copy of the contract or contracts between the County and Township and Federal and State Wage Rates.

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

Very Truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

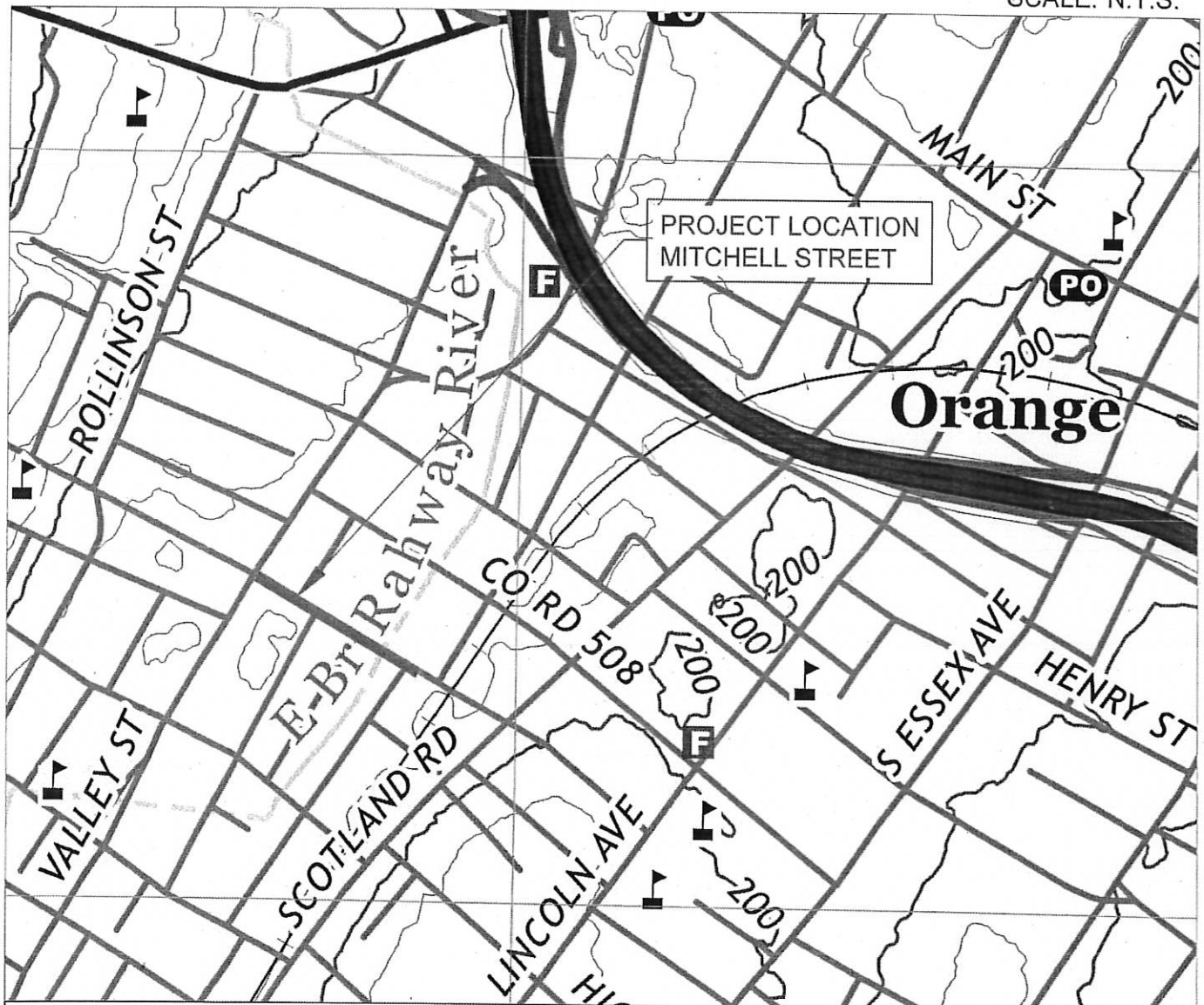
LRL/zc

ORANGE USGS QUAD MAP

2020 CDBG APPLICATION

MITCHELL STREET FROM VALLEY ROAD TO
THE LIMITS WITH THE CITY OF ORANGE

SCALE: N.T.S.



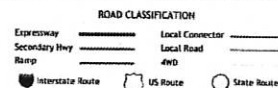
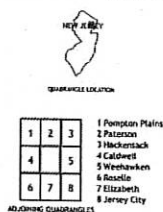
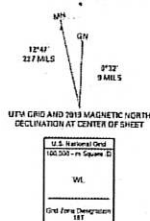
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map
US Topo

ORANGE QUADRANGLE
NEW JERSEY
7.5-MINUTE SERIES

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84), Projection and
1 000-meter grid/Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be
generalized for this map scale. Private land within government
reservations may not be shown. Obtain permission before
entering private lands.

Boundary.....HARP, July 2015 - September 2015
Road.....U.S. Census Bureau, 2010
Name.....GNS, 1979 - 2019
Hydrography.....National Hydrography Dataset, 2002
Contour.....National Elevation Dataset, 2011
Boundary.....Multiple sources; see metadata file 2017 - 2018
Wetlands.....FWS National Wetlands Inventory 2007 - 2011



ORANGE, NJ
2019

MITCHELL ST

HAZEL AVE

ROBINSON ST

CROSS ST

VALLEY RD

FREEMAN ST

WELLINGTON AVE

MITCHELL STREET PROJECT LIMITS

TOMPKINS ST

STOCKMAN ST

CITY OF ORANGE TOWNSHIP
ESSEX COUNTY

SHEET 11

SHEET 12

BLOCK 28 LOT 1

BLOCK 6 LOT 32

CHARLES A. ATKINSON

PROPOSAL FOR PROFESSIONAL ENGINEERING & SURVEYING SERVICES

2020 COMMUNITY DEVELOPMENT BLOCK GRANTS

Mitchell Street
From Valley Road to the
Limits with the City of Orange

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NJ

March 7, 2022



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

TABLE OF CONTENTS

Statement of Interest

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March 7, 2022

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
2020 Community Development Block Grants
➤ Mitchell Street – Valley Road to the Limits with the City of Orange

Dear Mr. Lepore:

Greenman-Pedersen, Inc. is interested in performing Professional Engineering and Surveying Services, and is available to provide Construction Inspection services, all as outlined in your February 11, 2022 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.

We understand that the project is financed with Community Development Block Grant (CDBG) monies and that the bid documents will require approval by Essex County. We are quite familiar with this process, having performed other CDBG projects in the past.

We understand the Township intends to advertise for bids on this project by Summer 2022 with construction in Summer and Fall 2022. We will work with you to achieve this goal.

Our December 21, 2021 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 March 7, 2022.

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, CME
Director of Engineering - Morris Plains Office

AC/rem

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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 **Mitchell Street Improvements**. Throughout the firm's 56-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 a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes.

We have reviewed the proposed tasks contained in the RFP and we believe we have a clear understanding of the following goals of this project:

- A. Curb and sidewalk replacement.
- B. New (2) foot brick strip between curb and sidewalk as necessary.
- C. Decorative street lighting through PSE&G for which Consultant is responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service.
- D. Pavement milling and pavement resurfacing.
- E. Pavement striping.
- F. New traffic signs and shade trees as necessary.

The total length of the project is as follows:

- Mitchell Street, from Valley Road to the Township Limit – approximately 610 linear feet

DESIGN SERVICES

A. Topographic Survey and Base Mapping

GPI will provide a topographic field survey and base mapping suitable for the proposed improvements, which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street.
2. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, and other existing features within the ROW and farther where necessary to the proposed improvements.
3. 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. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. We will coordinate with PSEG and the Township for decorative street lights. Required information for light pole footings, conduit and junction boxes will be included in the plans and specifications for contractor installation. Light poles and fixtures will be provided and installed by PSEG, electric service and electrical design will be by PSEG.
4. All design criteria will comply with the current NJDOT and MUTCD specifications.
5. We will prepare a complete set of specifications.
6. A final Engineer's Estimate of Construction will also be prepared.
7. Plans and specifications will meet CDBG requirements and we will submit to Essex County CDBG Program for review.
8. We will prepare and submit twenty (20) sets of Contract Documents for public bidding.

FEE SCHEDULE

Our fee for the tasks outlined above is:

<u>Survey Fee</u>	<u>Design Fee</u>	<u>Total Fee</u>
\$4,000.00	\$12,800.00	\$16,800.00

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 Inspection Services	\$ 95.00/hr.
Construction Inspection Overtime Rate	\$142.50/hr.
Construction Administration	\$150.00/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 21, 2021, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$ 165.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 150.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 85.00
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	\$ 80.00
TECHNICAL TYPIST	\$ 60.00

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.

Paul Szmaida, LLA., ASLA, Streetscape Specialist 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

GPI is committed to adhering to the Township's goal to advertise for bids by Summer 2022. We anticipate work will proceed within one (1) week after the award of contract. We have 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 an April 5, 2022 contract award, and have prepared the following Project Schedule.

		Project Schedule		
		April 2022	May 2022	June 2022
	April 5, 2022 (Assumed Contract Award)			
1	Surveying Services			
2	Design of Preliminary Plans/Specs			
3	Township Review and Comment			
4	Final Plans and Specifications			

SECTION 4

Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2021

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
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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Greenman Pedersen, Inc (Morris Plains)
301 Gibraltar Drive, Suite 2A
Morris Plains NJ 07950

GREENMAN

INSURER A: Starr Indemnity & Liability Company

38318

INSURER B: XL Specialty Insurance Company

37885

INSURER C: Westchesler Surplus Line Insurance Company

10172

INSURER D: Berkley Insurance Company

32603

INSURER E: Everest National Insurance Company

10120

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 111294590

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	ADOL/SUBP	INSO/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			1000025533211	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000
	☒ Contractual Lab						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO. ☒ LCC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY			1000190539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
BC	☒ UMBRELLA LIAB ☒ OCCUR			G71780296003	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			XCSEX01512-211	12/31/2021	12/31/2022	AGGREGATE \$ 10,000,000
	DED. ☒ RETENTIONS 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000002543	12/31/2021	12/31/2022	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ)	☐ Y ☒ N	N/A	1000002541	12/31/2021	12/31/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	Property			UM00082200MA21A	12/31/2021	12/31/2022	Valuable Papers \$ 250,000
D	Professional Liability			AEC-905031302	12/31/2021	12/31/2023	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

CANCELLATION 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

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

John Doe

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ACORD 25 (2016/03)

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March 7, 2022

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

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: *Proposal for Professional Land Surveying and Engineering Services
2020 Community Development Block Grant
Mitchell Street - From Valley Road to The Limits with The City of Orange
Proposal No. 2022-053***

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the 2020 Community Development Block Grant project. It is our understating that the project is funded by the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development.

Based on our review of the RFP provided to our office, the improvements will approximately include the following:

I. Mitchell Street, From Valley Road to the limit with the City of Orange

- A. Curb and sidewalk replacement;
- B. New two (2) foot brick strip between curb and sidewalk as necessary;
- C. Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service;
- D. Pavement milling and pavement resurfacing;
- E. Pavement striping; and,
- F. New traffic signs and shade trees as necessary

S:\West Orange\Proposals\22-03-07 - 2020 CDBG Mitchell Street DESIGN.docx



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Mitchell Street - From Valley Road to The Limits with The City of Orange

March 7, 2022
Proposal No. 2022-053
Page 2

With this being said, our office anticipates the following scope of work:

1. Survey and Base Map Services

Work in this phase will include preparation of base mapping for use in the design of the construction plans for the roadway. Due to the replacement of the concrete curbing along the entire length of the roadway, our survey field crew will survey the entire length of the roadway as well as the intersections for the design of the concrete curb, centerline grades, and ADA curb ramps. We will also field locate existing street trees as well as any drainage and sanitary structures. Approximate property lines will be established utilizing located property markers and tax map information. GIS mapping will also be provided to supplement the survey base mapping.

2. Construction Plans and Contract Documents

The work in this phase will involve preparing construction plans for the resurfacing of Mitchell Street from Valley Road to the limit with the City of Orange. Improvements will be designed in accordance with NJDOT requirements. The contract documents will be prepared in accordance with CDBG supplemental specifications.

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

- a. Preparation of Construction Plans including the following sheets.
 - i. Cover Sheet
 - ii. Legend and General Notes
 - iii. Construction Plans
 - iv. Grading Plans
 - v. Traffic Striping and Signage Plan
 - vi. Soil Erosion and Sediment Control Plans and Details
 - vii. Traffic Control Plan and Details
 - viii. Construction Details
- b. Preparation of Bid Specifications.
- c. Preparation of Final Cost Estimate.
- d. Coordination with the County of Essex Division of Housing and Community Development to ensure compliance with the Community Development Block program.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Mitchell Street - From Valley Road to The Limits with The City of Orange

March 7, 2022
Proposal No. 2022-053
Page 3

- e. Provide twenty (20) copies of the final plans and contract documents for bidding purposes.

Summary of Fee Estimates

1. Survey and Base Map Services.....	\$7,000.00
2. Construction Plans and Bid Documents	\$15,000.00
Total Lump Sum Fee.....	\$22,000.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Schedule

We anticipate that the project will take approximately two (2) weeks for the survey and base map services and three (3) weeks for the design phase services for a total project schedule of five (5) weeks.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,

CME Associates


Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv
Cc: Zayibeth Carballo, PE, LS
Tina Benevento
Andrea Zeligman
Engineering@westorange.org



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
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DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

March 7, 2022

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: *Proposal for Construction Management Services
2020 Community Development Block Grant
Mitchell Street - From Valley Road to The Limits with The City of Orange
Proposal No. 2022-053B***

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the 2020 Community Development Block Grant project. It is our understating that the project is funded by the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development.

Based on our review of the RFP provided to our office, the improvements will approximately include the following:

I. Mitchell Street, From Valley Road to the limit with the City of Orange

- A. Curb and sidewalk replacement;
- B. New two (2) foot brick strip between curb and sidewalk as necessary;
- C. Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service;
- D. Pavement milling and pavement resurfacing;
- E. Pavement striping; and,
- F. New traffic signs and shade trees as necessary.

With this being said, our office anticipates the following scope of work:

S:\West Orange\Proposals\22-03-07 - 2020 CDBG Mitchell Street CONAD.docx

CONSULTING AND MUNICIPAL ENGINEERS

1460 ROUTE 9 SOUTH • HOWELL, NEW JERSEY 07731 • (732) 462-7400 • FAX: (732) 409-0756



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Mitchell Street - From Valley Road to The Limits with The City of Orange

March 7, 2022
Our File No. 2022-053B
Page 2

Construction Administration Phase Services

Our office will provide construction management of the roadway improvements for the anticipated contract time including the following services:

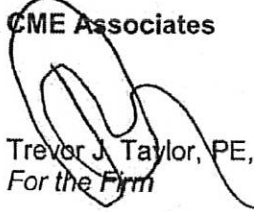
1. Coordinate and attend pre-construction meeting;
2. Coordinate with the contractor to ensure compliance with the final contract documents;
3. Provide assistance with interpretation of contract documents;
4. Review shop drawings;
5. Provide construction observation services;
6. Prepare progress pay estimates;
7. Prepare punch lists required to be addressed by the contractor prior to close out;
8. Prepare final pay estimate and close out change order; and,
9. Coordinate with the Township and CDBG offices for reimbursement of the respective grant funding.

Total Lump Sum Fee..... \$20,000.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,
CME Associates


Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv
Cc: Zayibeth Carballo, PE, PLS
Tina Benevento
Andrea Zeligman
Engineering@westorange.org



SUBURBAN CONSULTING ENGINEERS, INC.

March 7, 2022

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
Mitchell Street
Engineering & Land Surveying Services
Our File No.: Proposal SCE-P12841.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for surveying and engineering services to the Township of West Orange (Township) for the necessary construction plans, specifications, and bid documents for the following Community Development Block Grant (CDBG) project for 2020:

- Mitchell Street – from Valley Road to the limit with the City of Orange

SCE has reviewed the Request for Proposal (RFP) dated February 11, 2022, and has familiarized ourselves with the project specifics. It is understood the total length of the project is approximately 660 LF within a fifty (50) foot wide Right-of-Way (ROW). SCE has reviewed the 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, construction plans, detour plans and technical specifications (twenty (20) copies each) for bidding purposes. The bid package will meet current New Jersey Department of Transportation (NJDOT) and New Jersey CDBG requirements.

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.

Partial Topographic Survey

SCE will provide a Partial 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 pavement markings, brick strips between the sidewalk and curb as well as Americans with Disabilities Act (ADA) ramp improvements. SCE's in-house survey

96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836
P: (973) 398-1776 | www.suburbanconsulting.com



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 (1) inch equals thirty (30) feet (1" = 30') to depict the project limits. Topography will be depicted at one (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 ROW 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 Mitchell Street from Valley Road to the Municipal boundary with the City of Orange Township. Tasks for the approximately 660 LF of project will include:

- Locate all trees, shrubs, utilities, walks, driveways, structures – 25-feet each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
- Rim elevations of all storm and sanitary sewers, and utility locations. Invert elevations are not anticipated to be necessary for this project.

It should also be noted we are anticipating that the Township, prior to our start of field work, will perform the following:

1. ***Coordinate with all known utilities (sewer, water, gas, electric, cable, etc.) in the area and have them marked out.***
2. ***Provide any existing CAD, GIS, or maps of the existing roadway and utility improvements.***

Engineering & Electrical Services

Upon completion of the survey, SCE will coordinate and conduct a walk-through site inspection with the Municipal Engineer to identify, detail, and confirm the project rehabilitation scope.



SCE will then prepare a complete road program plan set meeting NJDOT and CDBG requirements including milling and paving where possible with supplemental full reconstruction where necessary. The plans will call for the replacement of curb, concrete sidewalks, driveway aprons, handicap ramps, and upgrades to existing catch basins and manholes as identified in the site inspection.

SCE will coordinate street lighting design and specifications with Public Service Electric and Gas (PSE&G). In this task, SCE will incorporate a PSE&G red-line diagram into the design and coordinate construction details and electric service design for the proposed street lighting. An Electric Service Plan, a Lighting Plan, and technical specifications for this task will be provided meeting NJDOT project requirements.

SCE will provide a cover sheet with an estimate of quantities, construction plans, soil erosion and sediment control plans, and a traffic control plan. SCE will provide technical specifications meeting NJDOT requirements 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 new curbs, new sidewalks (where existing), driveway and walkway aprons, new two (2) foot brick strip between curb and sidewalk, decorative street lighting footings/foundations and junction boxes, pavement milling and pavement resurfacing, and pavement striping. SCE also understands that Township intends to advertise bids for this project in the Summer of 2022.

SCE will include one (1) round of plan revisions for regulatory review comments.

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 limit indicated below.

▪ Partial Topographic Survey	\$ 3,450
▪ Engineering & Electrical Services	\$ 21,200
▪ Reimbursable Expenses*	\$ 1,500
TOTAL LUMP SUM FEE	\$ 26,150

**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. Design to commence upon completion of same and we anticipate six (6) weeks for engineering tasks. 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
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- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
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- 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.
- 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.
- ROW survey of each roadway or establishment of the adjacent property lines
- 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.
- Any item not specifically described above.

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

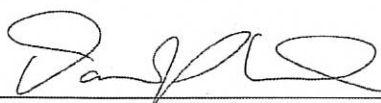
Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum 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-P12841.011) 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 & Title)

Enclosures

Evidence of Insurance



SUBURBAN CONSULTING ENGINEERS, INC.

March 7, 2022

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
Mitchell Street
Construction Inspection
Our File No.: Proposal SCE-P12841.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for construction inspection and certificates of completion for the following Community Development Block Grant (CDBG) projects for 2020.

- Mitchell Street – from Valley Road to the limit with the City of Orange

Our scope of services for this work is further delineated below.

Scope of Services

SCE is prepared to provide 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 of the work inspected.
- 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
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- 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.
- 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:

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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.

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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

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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

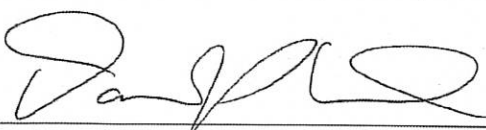
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If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12841.021) and date in order to properly document 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 & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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 E-MAIL: tinar@dalegroup.com ADDRESS: tinar@dalegroup.com	FAX (A/C, No): 973-377-4614
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: National Fire & Marine Insurance Company		20079
INSURER C: Valley Forge Insurance Company		20508
INSURER D: Continental Insurance Company Of New Jersey		42625
INSURER E: HSB Specialty Insurance Company		14438
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1784385551

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 ☒ PROJECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	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 - COMPI/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	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	7018333715	2/24/2022	2/24/2023	☒ 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
D	Professional Liab Pollution Liability Cyber Liability			AEH004316497 AEH004316497 660757102	2/24/2022 2/24/2022 2/24/2022	2/24/2023 2/24/2023 2/24/2023	Claim/Occurrence \$5,000,000 Aggregate \$5,000,000 Limit \$1,000,000

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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