



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
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ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

August 17, 2022

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

**Re: Request for Proposals
Professional Engineering Services for Municipal Stormwater Management Plan for Permit
Compliance**

Dear Mr. Lepore:

In response to your request for proposals, we thank you for the opportunity to formally express our desire to work with the Township of West Orange to provide **Professional Engineering Services for Municipal Stormwater Management Plan for Permit Compliance**.

CME Associates' team has extensive experience and expertise and is capable of conducting and preparing the necessary locations and maps for the stormwater outfall pipe mapping as well as an update to the current Municipal Stormwater Management Plan.

CME will provide the following services as required by the Township:

1. Municipal Stormwater Management Plan (MSWMP):

CME will update the Township's existing 2005 MSWMP including tables, figures and appendices to the report. In addition, we will provide a complete buildout analysis using Township's inventory of total land area sorted by HUC14 and land use zone will need to be tabulated using available GIS data. The existing impervious areas, wetlands areas and waterbodies will need to be subtracted out of the total land area to calculate the developable area. The Township's allowable impervious coverage in each zone will be applied to indicate a theoretical build-out of impervious land. Also, an additional calculation will be provided by zoning type to compute pollutant loads of Total Phosphorus, Total Nitrogen and Total Suspended Solids Loads from the buildout data using load criteria published by NJDEP (lbs/acre/yr).

2. Catch Basin Inspection, Maintenance and Mapping

CME will locate catch basins using GPS/GIS using GPS, in compliance with the NJDEP GPS Data Collection Standards for GIS Data Development. The Township estimates that approximately 2,000 catch basins will need to be located and inspected throughout the municipality including inspection documentation for cleaning, clearing and repairs of structures as inspections progress in order for the Township's DPW to schedule and make the necessary cleaning/clearing and repairs. The data collection will include:

- GPS data on all catch basins that can be field-located based on existing as-built drawings of the stormwater system. Catch basins identified on any as-built drawings which cannot be field verified will be marked as such; any additional catch basins found in the field which are not in the as-built drawings will be added to the database.
- GPS data on all catch basins that can be field-located.



- A photograph of each catch basin.

The graphical basis for this analysis will be the base map compiled from existing as-built plans, and other sources to build a useful and supportive base map for the Township's catch basins mapping. The data collected for mapping will be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. This base map will be used as a starting point for field data collection, and it is expected to be uploaded on mobile devices to record future data and supporting documentation to log in the number of wet tons of material collected.

The Township will provide personnel to assist with access and location of stormwater facilities.

3. Outfall Pipes Mapping:

Part A.

The Township is required to update their existing 2009 Municipal Outfall Pipe Mapping which will require locating all municipally owned and operated outfall pipes. Outfalls will be located for submission to NJDEP and will be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP.

The data collection will include:

- GPS data on all outfalls that can be field-located based on the 2009 Municipal Outfall Pipe Mapping
- Any additional outfalls found in the field which are not in the 2009 Municipal Outfall Pipe Mapping;
- GPS data on all outfalls that can be field-located.
- A photograph of each outfall identifying the type of outfall and its receiving surface waterbody name;

The Township will provide personnel to assist with access and location of stormwater facilities.

The graphical basis for this analysis will be the base map compiled from existing as-built plans, and other sources to build a useful and supportive base map for the Township's outfalls mapping. The data collected for mapping will be in the ESRI GIS environment on NJ State Plane coordinate system required by the NJDEP. This base map will be used as a starting point for field data collection, and it is expected to be uploaded on mobile devices to record future data and supporting documentation.

Part B.

The Township will be required in the next permit cycle starting in 2023 to comply with additional mapping requirements to the Municipal Separate Stormwater Sewer System (MS4 permit) that will require the following additional data collection:

- MS4 ground water discharge points (type);
- MS4 interconnections (type into/from, entity);
- Storm drain inlets (type, catch basin present, label present, retrofitted);
- MS4 manholes
- MS4 conveyance (type, direction of flow);
- MS4 pump stations;
- Stormwater facilities (type); and
- Property boundaries of maintenance yard(s) and other ancillary operations (type)



4. Outfall Pipe Stream Scouring:

CME will conduct an investigation for stream scouring in conjunction with the outfall mapping and provide inspection reports to the Township in order to complete the Stormwater Pollution Prevention Plan (SPPP). The Township will provide personnel to assist with access and location of stormwater facilities.

5. Stormwater Facilities Maintenance (Municipally Owned and/or Operated):

The Township is required to prepare a written program of long-term cleaning, operation and maintenance of municipally owned and/or operated stormwater facilities for which the Township staff will compile the necessary information for CME to review for meeting the requirements of the permit and assist the Township in developing maintenance logs using NJDEP's sample templates to link to the Township's GIS system.

6. Stormwater Facilities Maintenance (Privately Owned and/or Operated):

The Township is required to prepare a written program of long-term cleaning, operation and maintenance of privately owned and/or operated stormwater facilities for which the Township staff will compile the necessary information for CME to review for meeting the requirements of the permit and assist the Township in developing maintenance logs using NJDEP's sample templates that can be provided to private entities and to link to the Township's GIS system.

7. Total Maximum Daily Load (TMDL)/Impaired Waterway:

The Township is required to identify TMDL's for the watercourses within the municipality to assess initially and then annually for stormwater related pollutants to assess and prioritize maintenance schedules and repairs in order to address sources of pollutants of the published TMDL's. CME will review the published TMDL's for streams include Fecal Coliform and Phosphorus for lakes and prepared written recommendations to the Township relating to maintenance priorities to be incorporated into the SPPP and MSWMP.

8. Deliverables:

For the scope of services delineated above the Township requires the following deliverables:

- Outfall Pipe Map in PDF;
- GIS geodata containing catch basins and outfall data collected;
- Inspection reports including data, photos and report;
- TMDL written recommendations;
- Municipal Stormwater Management Plan in PDF and Word format;

CME will submit two (2) paper copies of the deliverables along with electronic version of all documents.

The following cost of services is for professional services for the complete scope of the work for providing deliverables such as maps, GIS format files, reports as indicated in the deliverables section of this proposal. Also attached herein are Hourly Rates for any additional work.



PROPOSAL FEES				
Item No.	Description	Labor	Expenses	Total
1	Municipal Stormwater Management Plan (MSWMP)	\$18,000	-	\$18,000
2	Catch Basin Inspection, Maintenance and Mapping	\$70,000	-	\$70,000
3A	Outfall Pipes Mapping - Part A	\$20,000	-	\$20,000 (*)
3B	Outfall Pipes Mapping - Part B	\$45,000	-	\$45,000 (**)
4	Outfall Pipe Stream Scouring	\$ 9,000	-	\$ 9,000
5	Stormwater Facilities Maintenance (Municipally Owned and/or Operated)	\$ 8,000	-	\$ 8,000
6	Stormwater Facilities Maintenance (Privately Owned and/or Operated)	\$15,000	-	\$15,000
7	Total Maximum Daily Load (TMDL)/Impaired Waterway	\$30,000	-	\$30,000
			OVERALL FEE	\$215,000

(*) Cost for outfall pipes mapping Part B is conditioned on authorization of Item No. 2 or data for catch basin inspection, maintenance and mapping provided to our office.

(**) Cost for outfall pipe stream scouring is conditioned on authorization of Item No. 3A.

CME anticipates that a total of four (4) months will be required for completion of the work after approval is granted to proceed.

Thank you again for considering our firm for this project. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

CME Associates

Trevor Taylor, PE, PP, CME, CFM
Principal

TT/cv



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2023

Senior Project Manager	\$185.00 Per Hour
Project Manager	\$184.00 Per Hour
Project Leader	\$183.00 Per Hour
Professional Engineer	\$181.00 Per Hour
Senior Project Engineer.....	\$174.00 Per Hour
Project Engineer	\$172.00 Per Hour
Senior Design Engineer.....	\$170.00 Per Hour
Design Engineer	\$166.00 Per Hour
Senior Engineering Technician.....	\$145.00 Per Hour
Drone Pilot.....	\$139.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$138.00 Per Hour
Drone Technician	\$ 79.00 Per Hour
Professional Land Surveyor	\$181.00 Per Hour
Land Surveyor	\$159.00 Per Hour
Robotic Total Station	\$ 77.00 Per Hour
Party Chief.....	\$138.00 Per Hour
Survey Technician	\$125.00 Per Hour
Resident Engineer	\$159.00 Per Hour
Chief Construction Engineer.....	\$152.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$140.00 Per Hour
Chief Construction Technician.....	\$138.00 Per Hour
Senior Construction Technician.....	\$131.00 Per Hour
Construction Technician	\$125.00 Per Hour
Technical Assistant.....	\$ 97.00 Per Hour
Senior CAD Technician	\$144.00 Per Hour
Licensed Landscape Architect.....	\$181.00 Per Hour
Senior Landscape Designer	\$165.00 Per Hour
Certified Tree Expert	\$145.00 Per Hour
Landscape Designer.....	\$131.00 Per Hour
Director of Planning	\$186.00 Per Hour
Professional Planner	\$185.00 Per Hour
Project Planner	\$176.00 Per Hour
Planning Technician	\$165.00 Per Hour
Principal.....	\$189.00 Per Hour
Partner.....	\$196.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 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.





CONSAND-01

MKAAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2022

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 Van Dyk Group 12800 Long Beach Blvd Beach Haven Terrace, NJ 08008	CONTACT NAME:	FAX (A/C, No): (609) 492-7643
	PHONE (A/C, No, Ext): (609) 492-1511	
INSURED Consulting and Municipal Engineers, LLP 1460 Route 9 South Howell, NJ 07731	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Ins. Co. of New England	NAIC # 11867
	INSURER B: New Jersey Manufacturers	12122
	INSURER C: Beazley Insurance Company, Inc.	37540
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		S 2468526	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		S 2468526	8/1/2022	8/1/2023	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		S 2468526	8/1/2022	8/1/2023	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/A	W417402	8/1/2022	8/1/2023	☒ 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
C	☒ Professional Liab.		C299D5210301	12/15/2021	12/15/2022	Each Claim: \$ 2,000,000
C	☒ Professional Liab.		C299D5210301	12/15/2021	12/15/2022	Aggregate: \$ 3,000,000

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

CyberRisk Liability: Limit, \$2,000,000 Aggregate/ \$2,000,000 Occurrence. Travelers Casualty and Surety Company of America Policy #105971169 Eff. 10/1/21-22.

CERTIFICATE HOLDER

CANCELLATION

FOR GENERAL INFORMATION

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

Martha Kaar