

May 18, 2023

VIA EMAIL

Zayibeth Carballo, P.E.
Assist. Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Proposal for Professional Engineering Services
Wheeler Street Sanitary Improvements Construction-Related Services
West Orange, NJ
H2M Proposal. No.: LP230657**

Dear Ms. Carballo:

As you requested, H2M is pleased to present this Proposal to the Township of West Orange (Township) for providing Construction Observation and Administration Services (Construction-Related Services) for the Wheeler Street Sanitary Improvements. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The Township requires assistance with the observation and administration of the above-referenced project. These services will be provided to assist the Township in ensuring that construction of the sanitary improvements is completed in conformance with the approved plans and specifications (Contract Documents) prepared by Crew Engineers, Inc. The Township will provide construction observation and administration of the roadway improvements.

Scope of Services

H2M will perform the following major activities and tasks:

Construction-Related Services

- Act as the Township's professional representative and provide assistance to the Township during construction relative to construction activities. Provide interpretation of construction requirements as may be needed during construction. This will include assisting the Township in a final walkthrough inspection and developing a punch list.
- Review Shop Drawings for construction materials and other submittals, including construction schedules and test results, furnished by the Contractor to determine compliance with Contract requirements.

- Provide full-time construction observation to measure and record material quantities for payment, collect materials receipts, monitor Contractor's progress, and verify that work is performed in accordance with the Contract requirements.
- Maintain daily construction reports recording Contractor's activities and work performance, including material quantities, photographs, and field sketches for installed work. Electronic copies of these reports and source documents will be provided to the Township throughout the project duration.
- Provide notification and recommendation to the Township Engineer within 24 hours of receipt of Contractor's written claims or disputes.
- Review and provide recommendations to the Township for any field modifications.
- Coordinate excavation of test pits with Contractor and measure and record elevations and locations of underground utilities uncovered through excavation of test pits.
- Coordinate and observe field testing performed by Contractor and review laboratory and test reports in accordance with the 2019 NJDOT Standard Specifications and Contract Documents.

Project Schedule

We understand that a preconstruction meeting is scheduled with the Contractor for Friday, May 19, 2023 and we anticipate that construction will take place in the summer of 2023.

Owner Responsibilities

In conjunction with the performance of the Professional Engineering Services by H2M described in this Proposal, the Township or others will arrange, provide, or perform the following:

- Coordinate and attend Preconstruction Meetings, Construction Progress Meetings, and other meetings required by regulatory authorities. Issue Notice to Proceed and meeting minutes.
- Provide construction observation and administration for the roadway improvements.
- Review and process Contractor's requests for progress payments.
- Evaluate and issue certificates for substantial and final completion and review and process Contractor's request for final payment.
- Issue appropriate Change Orders to Contractor when needed.
- Coordinate the scheduling of uniformed police traffic directors using the Township's third-party scheduling service, Extra Duty Solutions.
- Pay the cost of uniformed police traffic directors.
- Request reimbursements through the NJDOT or CDBG and prepare all final reimbursement and close out documents.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, H2M proposes compensation for Professional Engineering Services as follows:

<i>Service</i>	<i>Fee</i>
Construction-Related Services	\$ 23,500 Estimated

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

The engineering fees for Construction-Related Services are dependent on the activities of the Contractor. For the purpose of preparing this Proposal, we have estimated that the Contractor will be able to construct approximately 40 feet per day for the main line sanitary sewer, and two building sewer connections per day. Based on this, we have estimated that the Contractor will utilize one full-time crew for 20 workdays for sanitary work (including testing) during a 15-week construction period (including mobilization and delivery of materials). We have included the services of one full-time Construction Observer and one part-time Construction Administrator for the anticipated time periods.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

H2M will bill the Township for Professional Engineering Services on a monthly basis. The billing will reflect the time expended by H2M personnel assigned to the project, reimbursable expenses, and a brief description of the services provided. Also enclosed are H2M's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

The return of a signed copy of this Proposal will confirm the Township's acceptance of the Proposal and authorization to H2M to proceed with the work.

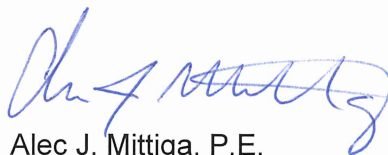
H2M appreciates the opportunity of presenting this Proposal to the Township, and we look forward to being of service on this project. Please advise us if you need additional information or require clarification of this Proposal. If you have any further questions regarding the above letter, please contact the undersigned at (973) 492-3300 extension 3209.

Very truly yours,

H2M Associates, Inc.



Mauro M. Bacolo, P.E.
Vice President



Alec J. Mittiga, P.E.
Assistant Vice President

Enclosure

The Township of West Orange hereby engages H2M to perform the services described above for the compensation set forth and under H2M's Standard Terms and Conditions. The Township of West Orange authorizes H2M to commence the services upon receipt of an executed copy of this letter. The Township of West Orange and H2M agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and H2M relating to the project.

PROPOSAL AGREED & ACCEPTED BY:

Signature	_____
Print Name	_____
Title	_____
Client	Township of West Orange West Orange, NJ
Address	_____
Date	_____



H2M will invoice for professional services based on the actual hours expended multiplied by the hourly labor rate of the individual that performs the service, except if all parties have agreed to a lump sum fee or monthly retainer for the for the services to be rendered.

2022 - 2023 HOURLY RATE SCHEDULE

Classification	Rate
ADMINISTRATIVE SUPPORT PROFESSIONAL	\$85.00
ASSISTANT DEPARTMENT MANAGER - ENG	\$190.00
ASSISTANT DEPARTMENT MANAGER - SCI	\$165.00
ASSISTANT STUDIO DIRECTOR	\$195.00
CAD / BIM PROGRAM MANAGER	\$150.00
CAD SPECIALIST 1	\$90.00
CHIEF PLANNER	\$215.00
CONSTRUCTION ADMINISTRATOR	\$155.00
CONSTRUCTION INSPECTOR 1	\$100.00
CONSTRUCTION INSPECTOR 2	\$125.00
CONSTRUCTION INSPECTOR 3	\$130.00
DEPARTMENT MANAGER- ENG	\$225.00
DEPARTMENT MANAGER - SURVEY	\$220.00
DEPARTMENT MANAGER - SCI	\$225.00
DEPUTY DISCIPLINE DIRECTOR	\$225.00
DEPUTY MARKET DIRECTOR	\$225.00
DIRECTOR GIS SERVICES	\$220.00
DISCIPLINE DIRECTOR	\$225.00
DISCIPLINE ENGINEER	\$205.00
ENVIRONMENTAL TECHNICIAN	\$55.00
FIELD SUPERVISOR - CONSTRUCTION SERVICES	\$145.00
GIS SPECIALIST 2	\$125.00
INTERN	\$60.00
MARKET DIRECTOR	\$225.00
MGR OF CONST INSPECTION	\$170.00
OFFICE DIRECTOR	\$225.00
PRACTICE LEADER - ENG	\$225.00
PRACTICE LEADER - SCI	\$225.00
PRACTICE LEADER - LA	\$215.00
PRINCIPAL	\$225.00
PROJECT ARCHITECT 1	\$110.00
PROJECT ARCHITECT 2	\$130.00
PROJECT ARCHITECT 3	\$140.00
PROJECT DOCUMENT CONTROL COORDINATOR	\$95.00
PROJECT DESIGNER 1 - ARCH/ENG	\$110.00
PROJECT DESIGNER 2 - ARCH	\$125.00
PROJECT ENGINEER 1	\$130.00
PROJECT ENGINEER 2	\$145.00
PROJECT SCIENTIST 1	\$105.00
PROJECT SCIENTIST 2	\$125.00
PROJECT SURVEYOR 1	\$105.00
RESIDENT ENGINEER	\$190.00

Classification	Rate
SR. ADMINISTRATIVE SUPPORT PROFESSIONAL	\$95.00
SR. ARCHITECT 1	\$165.00
SR. ARCHITECT 2	\$185.00
SR. ARCHITECT 3	\$205.00
SR. CADD TECHNICIAN 1	\$95.00
SR. CADD TECHNICIAN 2	\$110.00
SR. DESIGNER 1 - ARCH	\$155.00
SR. DESIGNER 1 - ENG	\$150.00
SR. DESIGNER 2 - ENG	\$185.00
SR. DISCIPLINE ENGINEER	\$220.00
SR. ENVIRONMENTAL PLANNER	\$195.00
SR. ENVIRONMENTAL SCIENTIST 1	\$170.00
SR. ENVIRONMENTAL SCIENTIST 2	\$210.00
SR. INTERIOR DESIGNER	\$175.00
SR. LANDSCAPE ARCHITECT	\$185.00
SR. PROJECT ARCHITECT 1	\$145.00
SR. PROJECT DESIGNER 1	\$140.00
SR. PROJECT ENGINEER 1	\$175.00
SR. PROJECT ENGINEER 2	\$180.00
SR. PROJECT ENTITLEMENT SPECIALIST 2	\$215.00
SR. PROJECT PLANNER 1	\$140.00
SR. PROJECT SCIENTIST 1	\$135.00
SR. PROJECT SCIENTIST 2	\$155.00
SR. PROJECT SURVEYOR 1	\$135.00
SR. PROJECT SURVEYOR 2	\$175.00
SR. SITE PLANNER	\$215.00
STAFF DESIGNER 1	\$85.00
STAFF DESIGNER 2	\$95.00
STAFF DESIGNER 3	\$105.00
STAFF ENGINEER 1	\$105.00
STAFF ENGINEER 2	\$110.00
STAFF ENVIRONMENTAL PLANNER	\$80.00
STAFF INTERIOR DESIGNER 3	\$90.00
STAFF LANDSCAPE ARCHITECT	\$110.00
STAFF PERMITTING SPC 2	\$95.00
STAFF PLANNER 1	\$80.00
STAFF SCIENTIST 1	\$80.00
STAFF SCIENTIST 2	\$90.00
STAFF SURVEYOR 2	\$75.00
STUDIO DIRECTOR	\$220.00
TECHNICAL ADVISOR - ENG	\$220.00



H2M Standard Terms & Conditions

Client	Township of West Orange
Site	Wheeler St
Services	Sanitary Improvements Construction-Related Services H2M LP230657

Client's Rep. Zayibeth Carballo

Phone/E-Mail

H2M's Rep. Mauro Bacolo, P.E.

Phone/E-Mail

mbacolo@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes no implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions *(additional definitions indicated by quotes in context).*

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a **"Party"** and are collectively the **"Parties"** to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed **"Scope of Services"** set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "**H2M Indemnitees**" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Township of West Orange
Signature	
By: Name	Zayibeth Carballo
Title	Assist. Municipal Engineer
Date	

H2M	H2M Architects & Engineers, Inc.
Signature	
By: Name	Mauro M. Bacolo, P.E.
Title	Vice President
Date	May 18, 2023

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Rebecca Egan	
		PHONE (A/C, No, Ext): 770-670-5355	FAX (A/C, No):
		E-MAIL ADDRESS: rebecca.egan@greyling.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Underwriters Insurance Company	NAIC # 30104
		INSURER B : Hartford Casualty Insurance Company	29424
		INSURER C : Markel American Insurance Company	28932
		INSURER D : Sentinel Insurance Company, Ltd.	11000
		INSURER E :	
		INSURER F :	

INSURED
H2M Architects + Engineers
538 Broad Hollow Road
Melville, NY 11747

COVERAGES

CERTIFICATE NUMBER: 23-24

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			20UUGAU9233	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGAU7896	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10,000			20XHGYH2145	01/01/2023	01/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WBGAT3285	01/01/2023	01/01/2024	☒ 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 Liability			MKLM7PL0002380	01/01/2023	01/01/2024	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Re: Location at 119 Cherry Hill Road, Parsippany, NJ 07054.

CERTIFICATE HOLDER

CANCELLATION

For Proposal 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

Rebecca Egan

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: H2M ASSOCIATES, INC.

Trade Name:

Address: 119 CHERRY HILL ROAD, SUITE 110
PARSIPPANY, NJ 07054-1114

Certificate Number: 0068842

Effective Date: November 01, 1979

Date of Issuance: September 24, 2018

For Office Use Only:
20180924141046361