



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

SUSAN McCARTNEY
MAYOR

ZAYIBETH CARBALLO
Assistant Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

May 10, 2023

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

RE: **REQUEST FOR PROPOSALS**
MA FY 2023 NJDOT MUNICIPAL AID PROGRAM
CARLSON ROAD, CULLEN DRIVE AND COLONIAL WOODS DRIVE
FROM MORRIS ROAD TO WARREN ROAD IMPROVEMENTS PROJECT

Dear Mr. Cangiano,

The Engineering Department 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 NJDOT Municipal Aid Program (MA) 2023. The following professional services are required for the proposed recreational improvements:

1. Land Surveying Services:

- A. Boundary and Topographic Survey including additional topography behind the curb and sidewalk of the roadways and at road intersections;
- B. Top and Bottom of curb elevations, storm inlets with inverts and pipe sizes, sanitary manholes with rim elevations, and any other utilities visible on the roadways will need to be located;
- C. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- D. Benchmark(s) to be set on site for future use;
- E. Existing conditions/Survey Control plan;
- F. Coordinate utility mark-outs;

As part of the deliverables, an electronic AutoCAD file of the Boundary and Topographic Survey is

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to be provided as part of the deliverables to our division.

2. Civil Engineering Services:

- A. Proposed roadway profiles matching existing grades;
- B. Roadway improvements include curb, , sidewalk, aprons, pavement milling and resurfacing, pavement striping, new traffic signs, shade trees;
- C. Curb ramp plans and details as necessary;
- D. New drainage improvements as necessary;
- E. Drainage structure repairs with new frames, grates, curb pieces as necessary;
- F. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary;
- G. Coordinate with WO Traffic Bureau for the preparation of traffic control and detour plans;
- H. Prepare construction details;
- I. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan and Details, Traffic Control and Detour Plans, and Construction Details;
- J. Include one (1) meeting with Township Officials for Preliminary Design;
- K. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;

Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files. A project location map is enclosed.

The cost of services shall be for a complete design and one (1) bid package including cost estimates, plans, specifications and bid documents (twenty copies for each) 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 Spring 2024 with construction in Summer and Fall 2024. Proposals shall be submitted in writing on or before 10:00 A.M. Thursday, May 25, 2023 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.

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

Very Truly yours,

Zayibeth Carballo

Zayibeth Carballo,

Assistant Municipal Engineer

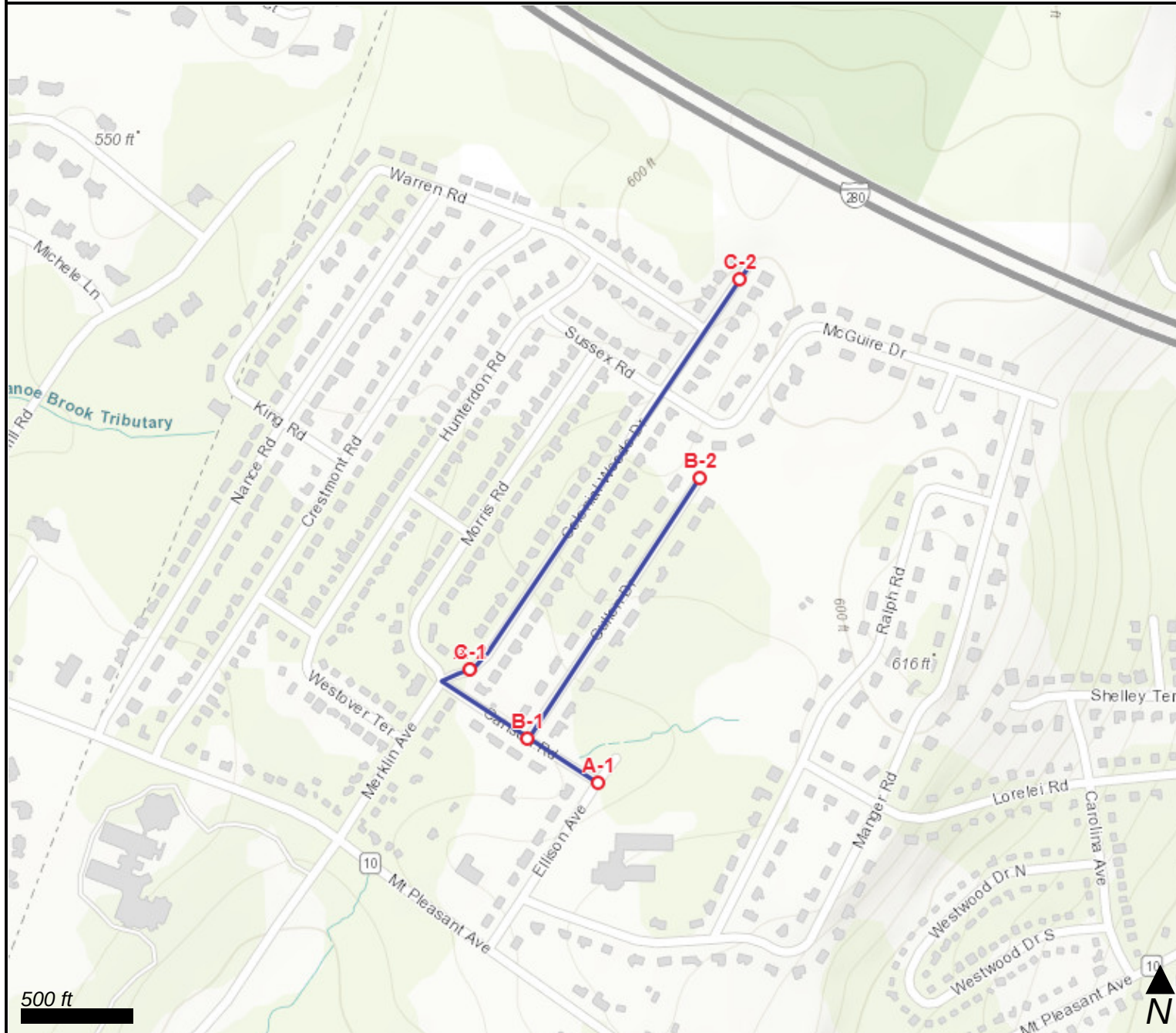
ZYC

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Carlson Rd, Cullen Dr and Colonial Woods Dr from Morris Rd to Warren Rd Improvements Project

Morris Rd, Cullen Dr, Colonial Eds Rd



- Project Location
- Nearest SRI Mile Point

#	MP	Standard Route ID
A-1	0	07221348__
A-2	0.55	07221351__
B-1	0	07221352__
B-2	0.25	07221352__
C-1	0.55	07221351__
C-2	0.2	07221351__

Total Length: 0.78 miles

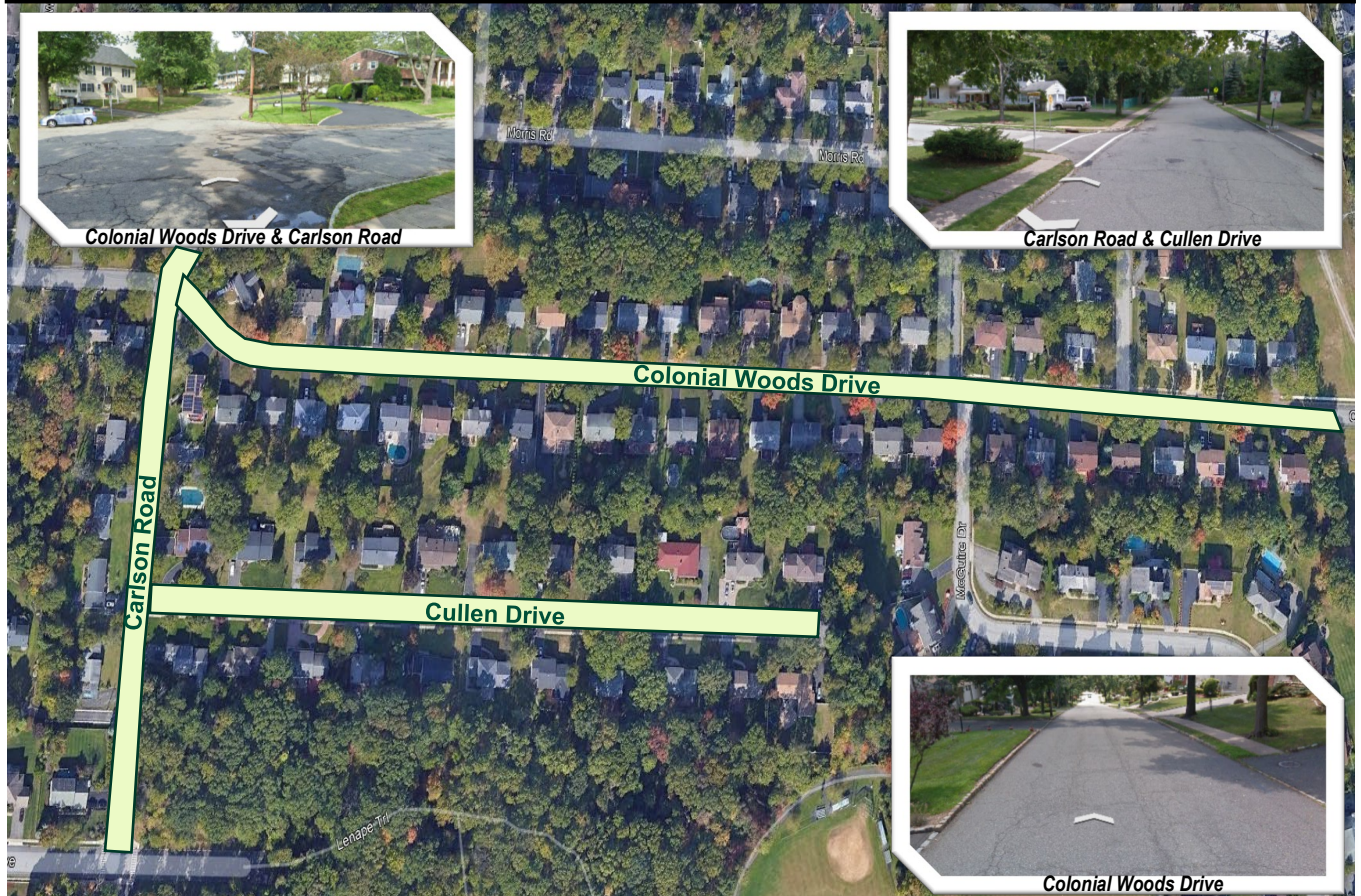


PROPOSAL FOR
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

MA FY 2023 NJDOT Municipal Aid Program
CARLSON ROAD, CULLEN DRIVE AND COLONIAL WOODS DRIVE
FROM MORRIS ROAD TO WARREN ROAD IMPROVEMENTS PROJECT

WEST ORANGE TOWNSHIP, NEW JERSEY

May 25, 2023



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

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

973-377-8500
www.gpinet.com

GPI

ORIGINAL

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May 25, 2023

Zayibeth Carballo, Assistant Municipal Engineer
Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
MA FY 2023 NJDOT Municipal Aid Program - Carlson Road, Cullen Drive and
Colonial Woods Drive from Morris Road to Warren Road Improvements Project

Dear Ms. Carballo:

Greenman-Pedersen, Inc. (GPI) is very interested in performing Professional Engineering and Surveying Services as outlined in your May 10, 2023 Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project while considering budget constraints.

GPI has also performed numerous projects which received grants under the New Jersey Department of Transportation (NJDOT) Local Aid program, and we are quite familiar with their requirements. We recently completed the design and construction documents for the Nance Road, Warren Road, and King Road Improvements, which were partially funded through the NJDOT Municipal Aid Program for 2022.

We understand the Township intends to advertise for bids on this project in Spring 2024 with construction in Summer and Fall, pending NJDOT Local Aid approval.

Our November 15, 2022 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 May 25, 2023.

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

Very truly yours,



Andrew Cangiano, PE, PP
Director of Engineering

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 **MA FY 2023 NJDOT Municipal Aid Program**. Throughout the firm's 57-year history we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

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

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

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

The RFP specifies the following improvements:

1. **SURVEYING SERVICES**

- A. Top and Bottom of curb elevations, storm inlets with inverts and pipe sizes, sanitary manholes with rim elevations, and any other utilities visible on the roadways will need to be located; ***Please Note: Upon inquiry to the Township, it was determined that a boundary survey is not necessary for this project, and therefore, is not included in our scope or fee.***
- B. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- C. Benchmark(s) to be set on site for future use;
- D. Existing conditions/Survey Control plan;
- E. Coordinate utility mark-outs;

As part of the deliverables, an electronic AutoCAD file of the Boundary and Topographic Survey will be provided to the Township.

2. **CIVIL ENGINEERING SERVICES**

- A. Proposed roadway profiles matching existing grades;
- B. Roadway improvements include curb, , sidewalk, aprons, pavement milling and resurfacing, pavement striping, new traffic signs, shade trees;
- C. Curb ramp plans and details as necessary;
- D. New drainage improvements as necessary;
- E. Drainage structure repairs with new frames, grates, curb pieces as necessary;

- F. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary;
- G. Coordinate with WO Traffic Bureau for the preparation of traffic control and detour plans;
- H. Prepare construction details;
- I. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan and Details, Traffic Control and Detour Plans, and Construction Details;
- J. Include one (1) meeting with Township Officials for Preliminary Design;
- K. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;

The total length of each road is approximately:

Carlson Road – Merklin Avenue to Ellison Avenue	761 linear feet
Cullen Drive – Carlson Road to Dead End	1,248 linear feet
Colonial Woods Drive – Crestmont Road to Warren Road	2,140 linear feet

The total length of roads is approximately 4,149 LF.

SCOPE OF WORK

I. Topographic and Existing Condition Surveying Services

Boundary survey is not included in the scope of services. Right-of-way will be shown from Township Tax Map and County GIS information.

- A. We will conduct a field survey for all streets within the project scope and all adjacent intersections. The project length is approximately 4,200 feet long and consists of the three (3) streets noted above.

The survey will include the following:

- Establishing of elevation benchmarks outside of the anticipated area of construction. Benchmarks will be placed at the beginning and end of project limit, and at least two in the construction limits. Vertical control will be based on NAVD 1988. Detailed descriptions of the elevation benchmarks shall be shown on the Plan Sheets.
- Location of all topographic features within the existing right-of-way and an additional twenty-five (25) feet beyond the right-of-way and fifty (50) feet up any intersecting streets. These features will include buildings, curbs, sidewalks, driveways, depressed curbs, driveway aprons, sidewalk depressed curbs, steps, walls, pillars, fences, guide rail, trees greater than 4" diameter within the right-of-way (with diameters), shrubs, flag poles, lamp posts, sign posts, mailboxes, drainage swales and traffic signals and related equipment enclosures.
- Locate all utilities by above ground observation and utility mark-outs, including gas valves and lines, water valves, meters and lines, fire hydrants, utility poles and overhead wires, telephone junction boxes, telephone conduit, cable television junction boxes, cable television conduit, electrical junction boxes, electrical transformers, electrical conduit, sanitary sewer cleanouts and building connections, sanitary sewer manholes and sewer pipes, storm water drainage manholes, catch basins and storm

water drainage pipes. In addition to the horizontal locations of the sanitary sewer and storm water drainage features, the manhole rim elevations, the pipe invert elevations, and the pipe diameters will be measured. Our surveyors will coordinate with the appropriate municipal departments to gain access to the systems to obtain the required information.

- Locating visible property corner markers and/or subdivision monuments within the project limits, if any, to establish location of the sidelines for each property parcel in the project area. Property lines and right-of-way will be depicted based on municipal tax maps.
 - Collecting elevations, as necessary, to facilitate design.
 - All information collected will be shown on the Plan Sheets.
 - Cross-sections of the road at 25' stations and each driveway centerline extending 50' in each direction from the centerline.
- B. Topographic base mapping of the project area will be prepared at a horizontal scale of 1"=20', using AutoCAD format. The plans will show the Tax Map right-of-way and all information located on the survey. Centerline profile will be provided at a horizontal scale of 1" = 20' and vertical scale of 1" = 2'. Cross-sections will be provided at a horizontal scale of 1" = 5' and vertical scale of 1"= 2'.
- C. Base map plans including all point information will be provided to the Township on printed sheets and digitally, in the format requested by the Township.
- D. Utility companies and authorities will be contacted to provide both pavement markouts and record information on existing utility facilities. Utility record data will be added to the base map. We will coordinate with the municipal utilities to ensure there is sufficient time to provide markups and improvements to their facilities. Utility coordination will be completed during the engineering design phase.
- E. All surveying and design information will be provided in standard engineering units (feet/10ths/100ths) or (feet/inches).

II. Civil Engineering Services

- A. Before commencing the design, we will meet with you to review the specific requirements, including reviewing each street in the field. We will coordinate our efforts with your department throughout the project.
- B. We will prepare engineering plans for each street at an anticipated scale of 1" = 20' utilizing the base mapping prepared above.
- C. Proposed roadway profiles will match existing grades.
- D. Curb ramp design will detail the construction of ADA compliant curb ramps utilizing NJDOT curb ramp standards and details. Curb will be granite 6" face, concrete curbs at ADA ramps.
- E. Design new granite curb for entire length of all roads, milling of existing pavement and construction of

new 2" surface course with full depth asphalt pavement where required, replacement sidewalk and driveway aprons as required, new striping and new traffic signage and shade trees as directed by the Township.

- F. We assume design of minor drainage improvements as necessary. Should substantial drainage upgrades be required, this proposal will be amended.
- G. New manhole castings as necessary, repair manholes as required and new catch basin frames, grates, curb piece, rebuild inlets as required.
- H. We will coordinate with West Orange Traffic Bureau and will prepare detour plans each roadway closure, as needed. Detour plans will depict detour routes with signage on to local and or County roadways as required for the roadway milling and resurfacing operations.
- I. All design criteria will comply with the current NJDOT and MUTCD specifications.
- J. We will prepare a complete set of specifications.
- K. A final Engineer's Estimate of Construction will also be prepared.
- L. All plans and specifications will be in accordance with New Jersey Department of Transportation Standard Specifications, and we will submit them for review by the NJDOT Local Aid Office.
- M. We will prepare and submit twenty (20) sets of Contract Documents.

FEE SCHEDULE – Surveying & Design

Our fee for the services outlined above is as follows:

<u>Item No.</u>	<u>Description</u>	<u>Lump Sum Fee</u>
Task I	Topographic and Existing Condition Surveying Services	\$18,100.00
Task II	Civil Engineering Services	\$15,800.00
TOTAL:		\$33,900.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

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

Our fee for the above referenced services is as follows:

Construction Administration/Construction Inspection Services	\$105.00/hr.
Construction Inspection Overtime Rate	\$157.50/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on November 15, 2022, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$ 180.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 155.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 150.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 105.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 170.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 135.00
SURVEYING TECHNICIAN	\$ 105.00
PARTY CHIEF	\$ 105.00
INSTRUMENT PERSON	\$ 95.00
ADMINISTRATIVE SUPPORT	\$ 75.00

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.

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

SECTION 3

Project Schedule

We are committed to adhering to the Township’s goal to advertise for bids by **Spring of 2024**. We anticipate work will proceed within one (1) week after the award of contract. GPI has the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township’s goal.

We have assumed a June 30, 2023 Notice to Proceed award and have prepared the following Project Schedule:

		Project Schedule						
		June 30, 2023 (Assumed Award & NTP)	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
1	Surveying Services							
2	Design of Preliminary Plans/Specs							
3	Township Review and Comment							
4	Final Plans and Specifications for NJDOT							
5	NJDOT Review							
6	Final Bid Documents							

SECTION 4

Sample Insurance Certificate



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 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 E-MAIL: jkozarsky@genattgrp.com FAX (A/C, No): 516-470-0338													
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>NAIC # 38318</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Westchester Surplus Line Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER D: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Starr Indemnity & Liability Company	NAIC # 38318	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Westchester Surplus Line Insurance Company	10172	INSURER D: Berkley Insurance Company	32603	INSURER E: Everest National Insurance Company	10120	INSURER F:	
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INSURER D: Berkley Insurance Company	32603														
INSURER E: Everest National Insurance Company	10120														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 135530045

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	1000025533221	12/31/2022	12/31/2023	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 - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED ☐ SCHEDULED AUTOS ONLY ☐ AUTOS HIRED ☒ NON-OWNED AUTOS ONLY ☒ AUTOS ONLY	Y	Y	1000198539221	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 25,000	Y	Y	G71780296004 XC5CU00324-221	12/31/2022 12/31/2022	12/31/2023 12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000002544 1000002541	12/31/2022 12/31/2022	12/31/2023 12/31/2023	☒ 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
B	☒ Property Professional Liability			UM00082200MA22A AEC-905031302	12/31/2022 12/31/2021	12/31/2023 12/31/2023	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER

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

[Signature]

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ACORD 25 (2016/03)

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May 24, 2023

VIA EMAIL

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

**Re: Proposal for Professional Engineering Services
MA FY 2023 NJDOT Municipal Aid Program Carlson Rd, Cullen Dr,
and Colonial Woods Dr from Morris Rd to Warren Rd Improvements Project
West Orange, NJ
H2M Proposal. No.: LP230687**

Dear Ms. Carballo:

In response to your Request for Proposal (RFP) dated May 10, 2023, H2M is pleased to present this Proposal to Township of West Orange (Township) for providing Professional Engineering Services for surveying and design services for the above-referenced project. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The RFP identifies 3 streets scheduled for improvement and includes Carlson Road, Cullen Drive, and Colonial Woods Drive (from Morris Road to Warren Road) for a total length of approximately 4,000 feet of roadway. The improvements include a combination of milling and resurfacing, new curbs and aprons, driveway repair, new ADA-compliant curb ramps, and restoration of manholes and catch basins and replacement of their castings in one residential neighborhood as generally outlined in the RFP. The extent and type of improvements will be made after a walkthrough inspection with the Township Engineer that will take place after the award of the Contract for Engineering Services.

As noted in the RFP, the project is being funded through the New Jersey Department of Transportation (NJDOT) Municipal Aid 2023.

Our technical comments on the work to be completed are as follows:

- A boundary and topographic survey is included in the scope of services and will be used to show the extent of improvements and the estimated quantities associated with the improvements on each drawing.
- All work will be within the public right-of-way and, therefore, preparation of easements/right-of-way widening are not needed and are not included in the scope of services.
- The proposed improvements do not include road widening, changes in vertical or horizontal alignment, changes to existing underground utilities (except as mentioned above), changes to existing guide rails, or construction of new sidewalks.

- Existing curb elevations will not be changed to minimize any adverse impact on roadway or private property drainage patterns. Preparation of any cut sheets or any construction stakeout will be included in the work to be bid and performed by the Contractor.
- Hydrologic or hydraulic design of new storm drainage facilities is not included in this Proposal.
- During the design period, the Township Forester, John D. Linson, will identify the trees on each street by location, type, and diameter that are to be removed. This information will be included with the Contract Documents issued to prospective bidders for the bidder's use in preparing his bid for various tree removal items.

Project Schedule

H2M will dedicate sufficient resources to complete the design services described herein to enable the Township to advertise for bids in the spring of 2024. We anticipate that the Township will award the Contract for Engineering Services in June, 2023.

Scope of Services

H2M will perform the following major activities and tasks for the proposed street improvements:

Surveying and Design Services

- Conduct a boundary and topographic survey for the purpose of depicting existing conditions, establish horizontal (NAD83) and vertical (NAVD88) control, and set a benchmark for future use. The survey will include a centerline baseline; top and bottom of curb elevations; storm and sanitary structures with rim, grate, invert, and pipe size; visible improvements within the right-of-way, e.g. valves, utility poles, sidewalks, driveways, overhead wires, hydrants, and utility markouts.
- Perform walkthrough assessment with the Township Engineer to discuss the specific improvements planned.
- Contact the Township Police Department Traffic Bureau to coordinate the proposed road closures and traffic detours.
- Prepare Contract Drawings in accordance with current NJDOT requirements. We anticipate that the following drawings will be prepared by H2M:
 - Cover Sheet
 - Key Map, Legend, and General Notes
 - Estimate of Quantities
 - Existing Conditions/Survey Control Plan
 - Plan and Profile Drawings (scale 1" = 20' horizontal and 1" = 2' vertical) of the project area shown in the RFP
 - Roadway cross sections at 50' intervals (scale 1" = 20' horizontal and 1" = 2' vertical)
 - Construction Details, including curb ramp details
 - Soil Erosion and Sediment Control Details
 - Traffic Control Details
 - Detour Plans - Aerial imagery will be used for preparing base mapping to show the extent of the proposed road closures and detours. Sign locations will be shown on the drawings for the Township and Contractor's use during the construction phase of the project.

- Prepare NJDOT supplementary specifications. H2M will combine the supplementary specifications with the Township's standard administrative "front end" specifications that have been used on previous projects recently. These combined specifications will constitute the Contract Specifications.
- The Contract Drawings and Contract Specifications will constitute the Bidding Documents. Provide electronic copies and 20 printed copies of Bidding Documents for use by the Township in obtaining bids from contractors. Additional printed sets of Plans and Specifications can be furnished at the cost of reproduction.
- Prepare an Opinion of Probable Construction Cost for the construction project.
- Attendance at a meeting with the Township to review preliminary design.

Responsibilities of Others

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

- Remove any debris inside of drainage structures.
- Coordinate with the respective utilities for utility relocation and design as needed to accommodate ADA-compliant curb ramps.
- Advise H2M of proposed road closures and detour routes.
- Provide Township's standard administrative "front end" specifications.
- Arrange for bid advertisement and pay associated costs.
- Project stakeout and cut sheets will be included in the scope of work to be bid and performed by the Contractor.

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>
<i>Surveying and Design Services</i>	\$ 38,600 Lump Sum

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed.

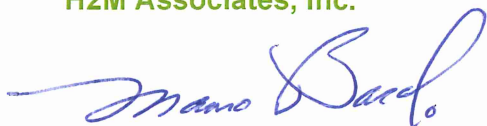
Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

H2M will bill the Township for Professional Engineering Services on a monthly basis. For lump-sum services, billing will be based on the percentage of work completed and a synopsis of the project status will be provided. For services provided on the basis of hourly fee rates plus reimbursable expenses, the billing will reflect the time expended by H2M personnel assigned to the project, subconsultant fees, 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.

H2M appreciates the opportunity of presenting this Proposal to the Township. Please advise us if you need additional information or require clarification of this Proposal.

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 [Municipality, State]
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	CARLSON ROAD, CULLEN DRIVE AND COLONIAL WOODS DRIVE FROM MORRIS ROAD TO WARREN ROAD IMPROVEMENTS PROJECT		
Services	Surveying and Roadway Design		

Client's Rep.	Zayibeth Carballo	H2M's Rep.	Mauro M. Bacolo, P.E.
Phone/E-Mail	Engineering@westorange.org	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	Assistant Municipal Engineer
Date	

H2M	H2M Architects & Engineers, Inc.
Signature	
By: Name	Mauro Bacolo, P.E.
Title	Vice President
Date	May 24, 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														
INSURED H2M Architects + Engineers 538 Broad Hollow Road Melville, NY 11747	<table border="1"> <thead> <tr> <th data-bbox="816 422 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 422 1568 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Hartford Underwriters Insurance Company</td> <td data-bbox="1433 453 1568 485">30104</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Hartford Casualty Insurance Company</td> <td data-bbox="1433 485 1568 516">29424</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : Markel American Insurance Company</td> <td data-bbox="1433 516 1568 548">28932</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D : Sentinel Insurance Company, Ltd.</td> <td data-bbox="1433 548 1568 579">11000</td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1568 611"></td> </tr> <tr> <td data-bbox="816 611 1433 638">INSURER F :</td> <td data-bbox="1433 611 1568 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Company	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 :	
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INSURER F :															

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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ 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 ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ 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.

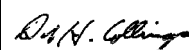
CERTIFICATE HOLDER

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





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

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



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
KEITH CHIARAVALLA, PE, CME

May 25, 2023

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

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 Engineering Services
2023 NJDOT Municipal Aid Program
Carlson Road, Cullen Drive and Colonial Woods Drive
from Morris Road to Warren Road Improvements Project
Proposal No. 2023-088**

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the NJDOT Municipal Aid Program for 2023. Based on our review of the RFP provided to our office, the improvements will include the following improvements:

1. Carlson Road, Cullen Drive and Colonial Woods Drive from Morris Road to Warren Road

- A. Proposed roadway profiles matching existing grades;
- B. Roadway improvements include curb, sidewalk, aprons, pavement milling and resurfacing, pavement striping, new traffic signs, shade trees;
- C. Curb ramp plans and details as necessary;
- D. Drainage structure repairs with new frames, grates and curb pieces as necessary;
- E. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary;
- F. Pavement milling and pavement resurfacing;
- G. Pavement striping; and,
- H. New traffic signs as necessary.

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



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Proposal for Professional Engineering Services
2023 NJDOT Municipal Aid Program

May 25, 2023
Our File No. 2023-088
Page 2

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. Our survey field crew will survey the entire length of the roadway as well as the intersections for the design of the concrete curb, sanitary sewer, drainage repairs, 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 Carlson Road, Cullen Drive and Colonial Woods Drive from Morris Road to Warren Road. The contract documents will be prepared in accordance with NJDOT Local Aid requirements.

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



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Proposal for Professional Engineering Services
2023 NJDOT Municipal Aid Program

May 25, 2023
Our File No. 2023-088
Page 3

Summary of Fee Estimates

1. Survey and Base Map Services.....	\$24,000.00
2. Construction Plans and Bid Documents	\$25,500.00
Total Lump Sum Fee.....	\$49,500.00

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 three (3) weeks for the survey and base map services and five (5) weeks for the design phase services for a total project schedule of eight (8) 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, PLS, PP, CME
Tina Benevento
Engineering@westorange.org



May 24, 2023

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

Attn.: Zayibeth Carballo
Assistant Municipal Engineer

Re: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
MA FY 2023 NJDOT Municipal Aid Program
Carlson Road, Cullen Drive, and Colonial Woods Drive Road Improvements Project
Engineering & Land Surveying Services
Our File No.: Proposal SCE-P13665.011

Dear Ms. Carballo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for the necessary improvement plans, specifications, and bid documents for New Jersey Department of Transportation (NJDOT) Municipal Aid Program (MA) 2023.

SCE has reviewed the Request for Proposal (RFP) dated May 10, 2023, and has familiarized ourselves with the project specifics. SCE has also 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, and technical specifications (twenty (20) copies each) for bidding purposes.

All services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and Professional Land Surveyor (PLS).

Scope of Services

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

1. Land Surveying Services

SCE will prepare a Boundary & Topographic Survey for the purposes of the design of improvements to the existing streets including establishing the right-of-way limits. This will include a level of detail required for a mill and overlay project with some drainage and Americans with Disabilities Act of 1990 (ADA) ramp improvements. Top and bottom of curb elevations, storm inlets with inverts and pipe sizes, sanitary manholes with rim elevations, and any other utilities visible on the roadways will be located and depicted on the survey. SCE will establish horizontal control based on North American Datum 1983

(New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88) and set benchmarks along the project limits.

The field survey work will depict current site conditions, surface features, and topography which will extend approximately 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.



Anticipated Survey Limits

Task 1: Records Research & Deed Plotting Analysis

SCE will gather additional records information such as, but not limited to; record adjoining owner deeds, present owner deed, tax map(s), filed map(s), copy of title search (if client can provide), previous survey(s) and any other documents to assist in preparation of actual field instrument survey. This information will be analyzed and plotted in AutoCAD for verification of all mathematical courses and any possible gores or overlaps written in record title documents. SCE will utilize record documents for establishing on the right-of-way limits for the anticipated improvement area.

Task 2: Field Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to GPS and robotic stations to conduct site survey of the area in question. Field Survey will include the measurement



and field locating of all site improvements and any/all existing boundary evidence (iron pins, pipes, monuments, etc.) found on site. SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83(2011) / NAVD-88).

On-site and off-site utilities will be investigated as readily accessible based on the project site conditions. It is the responsibility of the owner, prior to SCE mobilizing, to ensure all relevant utility structures can be opened and are clear of any debris to obtain necessary measurements within the structures. SCE will make a reasonable attempt to access each structure, within the project limits, during the field survey and if any issues are encountered, they will be noted accordingly on the survey.

Task 3: Boundary & Topographic Survey Deliverable

SCE will download all collected data and place in AutoCAD for preparation of mapping. The Boundary & Topographic Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area, and found boundary evidence shown with its relationship to the actual boundary lines. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing markout as well as the visible surface structures and review of previously available mapping provided to SCE. All available utility information shall be identified and noted at both surface and subsurface level. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

The Boundary & Topographic Survey will be prepared in accordance with N.J.A.C. 13:40-5.1 "Land Surveyors; Preparation of Land Surveys" and prepared at an appropriate scale to depict the site improvements.

It should be noted that when Boundary Survey services are provided, the cost of the research and the subsequent field and office tasks assume that the available data is relatively accurate and error free. It is difficult to evaluate the accuracy of the data until well into the processing and analytical portion of the survey. If substantial errors are discovered at this stage, the Township will be notified, and a course of action will need to be agreed upon prior to finalizing the finished product.

2. Civil Engineering Services

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

SCE is then prepared to provide the Township with a complete road program plan set meeting NJDOT 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 provide a set of preliminary plans including a cover sheet with an estimate of quantities, construction plans, soil erosion and sediment control plans, and detour plans to the Township for review.

SCE will then incorporate any modifications to the plans provided during the Township's preliminary review to create a set of final bid ready plans and specifications. SCE will also 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. SCE understands that Township intends to advertise bids for this project in the Spring of 2024.

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

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. 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 Phase Level fee limits indicated below.

1. Land Surveying Services*	Lump Sum Fee	\$ 16,900
2. <u>Civil Engineering Services</u>	Lump Sum Fee	\$ 37,550
	TOTAL FEE	\$ 54,450 **
3. Boundary / Right-of-Way Determination (If Necessary) *	Lump Sum Fee	\$ 5,800

**Establishment of Boundary & Right-of-limits is not typically needed for this type of project when all improvements are anticipated to be within the existing right-of-way. Therefore, the boundary establishment scope has been separated to offer the Township a more economical approach. However, should it be required and authorized at the commencement of the project, it can be included as described above in the scope of services.*

***It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*



Project Schedule

SCE is prepared to commence services within two (2) weeks of authorization to proceed. It is our understanding the Township intends to advertise for bids by Spring 2024 with construction in Summer and Fall 2024.

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:

- Bid Phase Services
- Construction Stakeout
- Owner initiated changes
- Excavation and boring equipment services and restoration
- Geotechnical investigations & soil testing and analysis
- Traffic studies
- Review agency required revisions, unless mentioned above
- Soil Erosion & Sediment Control Plans, permits, application and/or fees
- Construction Oversight

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 \$175/hour
- Senior Project Manager \$173/hour
- Project Manager \$168/hour
- Senior Project Licensed Professional \$162/hour
- Project Licensed Professional \$155/hour
- Licensed Professional \$148/hour
- Senior Project Coordinator \$162/hour
- Project Coordinator \$160/hour
- Senior Designer/Senior Survey Analyst \$136/hour
- Designer/Survey Analyst \$128/hour
- Senior Environmental Scientist \$133/hour



- Environmental Scientist \$128/hour
- Senior Project GIS Analyst \$148/hour
- Project GIS Analyst \$138/hour
- GIS Analyst \$133/hour
- Senior GIS Technician \$123/hour
- GIS Technician \$113/hour
- Senior GIS Project Coordinator \$138/hour
- GIS Project Coordinator \$133/hour
- Senior Inspector \$123/hour
- Inspector \$113/hour
- Senior Technician \$118/hour
- Technician \$108/hour
- Project Administrator \$123/hour
- Administrative Support \$68/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

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

Termination of Contract

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

Hazardous Environmental Conditions

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

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of



constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

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

Dispute Resolution

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

Use of Electronic Media

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

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts, or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.



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. 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.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

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-P13665.011) 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: 

Joseph D. Phil, PLS, PP, CFS, Assistant Corporate Secretary
Principal/Land Survey Department Manager

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

Enclosures

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2023

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

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

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran	
	PHONE (A/C, No, Ext): 973-377-7000 FAX (A/C, No): 973-377-4614	
	E-MAIL ADDRESS: tinat@dalegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Valley Forge Insurance Company	20508
	INSURER C : Continental Insurance Company Of New Jersey	42625
	INSURER D : National Fire Insurance Company of Hartford	20478
	INSURER E :	
	INSURER F :	

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

COVERAGES

CERTIFICATE NUMBER: 2081948387

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	7018338493	2/24/2023	2/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2023	2/24/2024	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 \$ 10,000	Y	Y	7018333729	2/24/2023	2/24/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2023	2/24/2024	☒ 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 Liab Pollution Liability Cyber Liability			AEH004316497 AEH004316497	2/24/2023 2/24/2023	2/24/2024 2/24/2024	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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