



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

October 12, 2023

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

RE: **REQUEST FOR PROPOSALS**
2023 COMMUNITY DEVELOPMENT BLOCK GRANTS
ROAD REHABILITATION OF VALLEY RD
FROM KINGSLEY STREET TO NORTHFIELD AVENUE

Dear Mr. Cangiano,

The Engineering Division of the Department of Public Works for the Township of West Orange requests proposals from firms providing both Civil and Engineering and Land Surveying Services, which are capable of preparing the necessary improvement plans, specifications and bid documents for the following Community Development Block Grant (CDBG) project for 2023:

1. Valley Road, From Kingsley St. to Main Street
 - A. Curb and sidewalk repairs;
 - C. Pavement milling and pavement resurfacing
 - D. Pavement striping
 - E. New traffic signs as necessary
 - F. Shade trees as necessary
 - G. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary
 - H. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary
 - I. Curb ramps as necessary

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Tax Maps of the streets and project are enclosed.

The cost of services shall be for a complete design and bid package including cost estimates, plans, specifications and bid documents (twenty copies) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids by Spring 2024 with construction in Summer and/or Fall 2024. Proposals shall be submitted in writing on or before 10:00 A.M. Monday, October 30, 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.

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

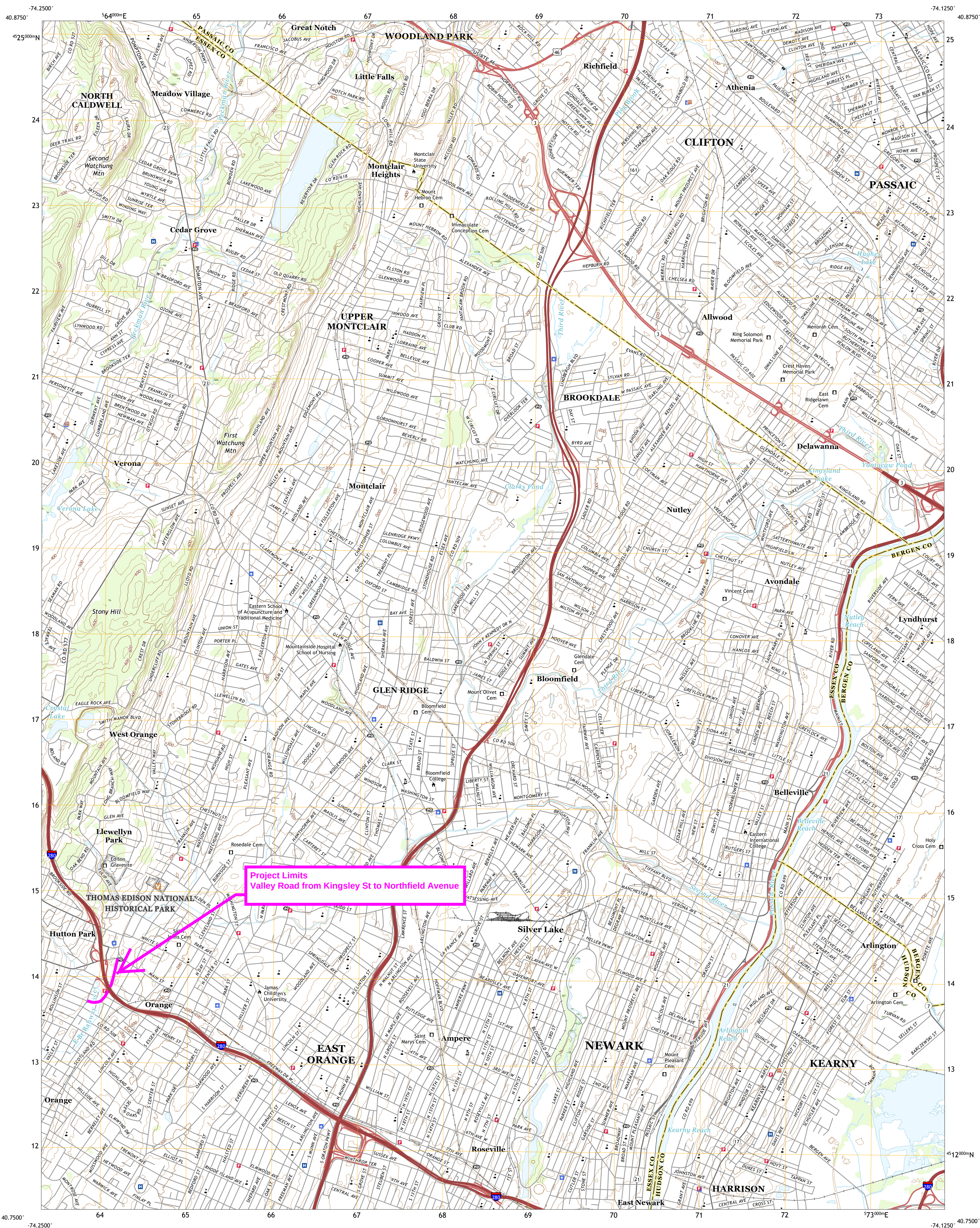
A separate proposal for construction inspection and certificates of completion should also be included if available from your firm.

Very Truly yours,

Zayibeth Carballo

Assistant Municipal Engineer

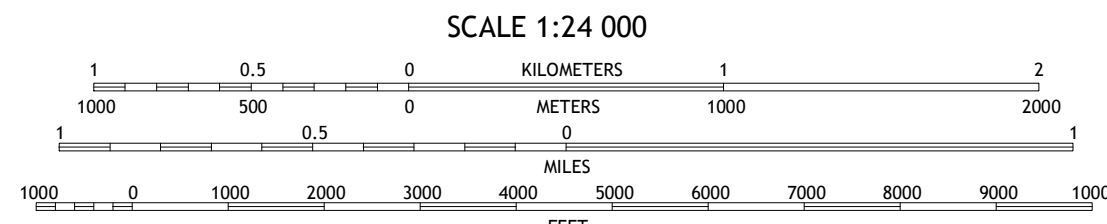
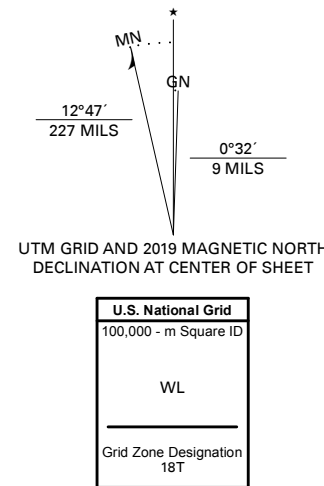
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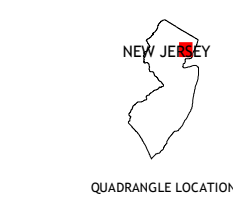
Produced by the United States Geological Survey

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

Imagery.....NAIP, July 2015 - September 2015
Roads.....U.S. Census Bureau, 2016
Names.....GNIS, 1979 - 2019
Hydrography.....National Hydrography Dataset, 2002
Contours.....National Elevation Dataset, 2013
Boundaries.....Multiple sources; see metadata file 2017 - 2018
Wetlands.....FWS National Wetlands Inventory 2007 - 2011



CONTOUR INTERVAL 20 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18

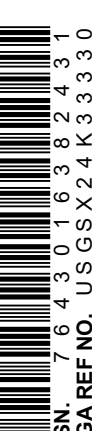


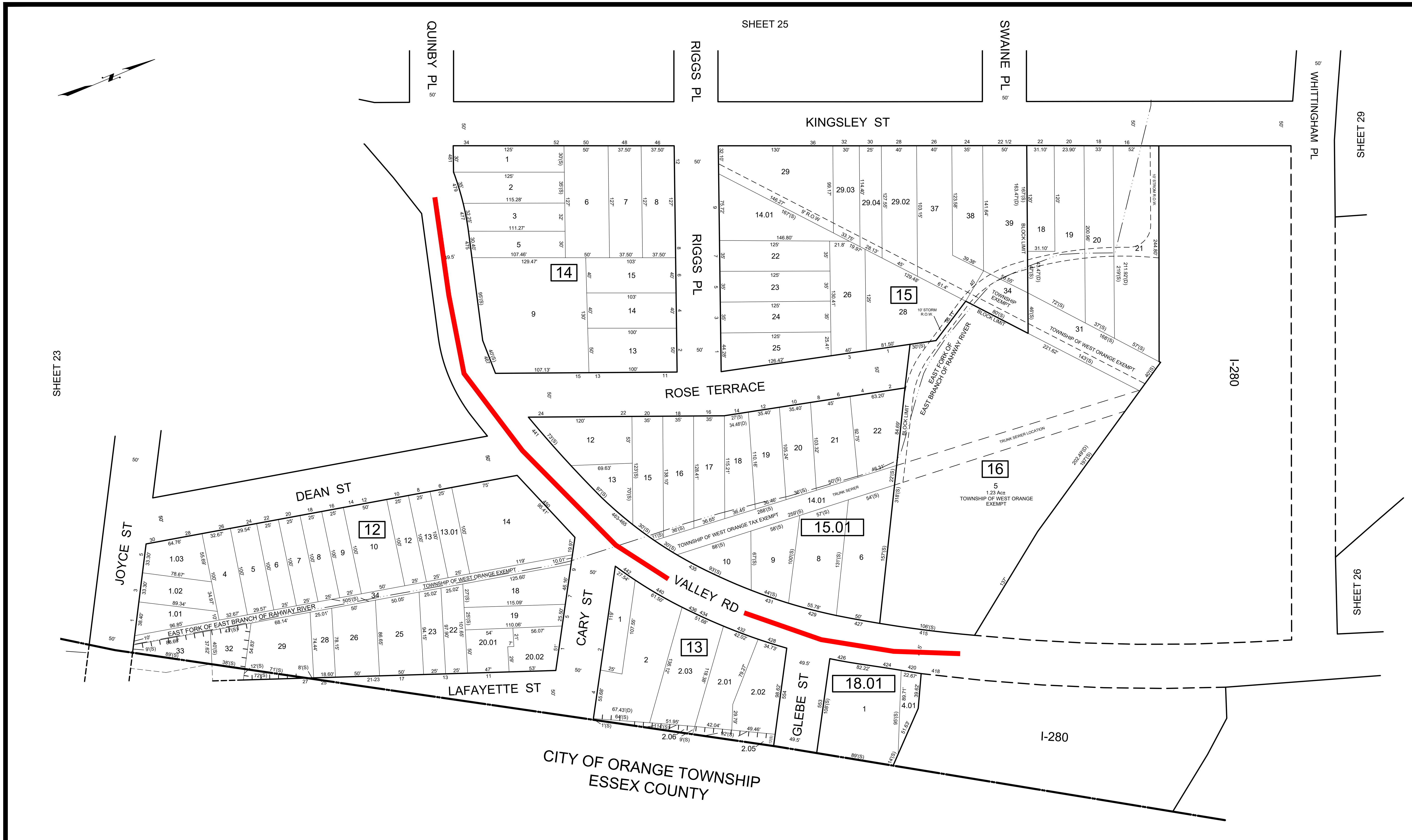
1	2	3
4	5	6
7	8	9

1 Pompton Plains
2 Paterson
3 Hackensack
4 Caldwell
5 Weehawken
6 Roselle
7 Elizabeth
8 Jersey City

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route

ORANGE, NJ
2019





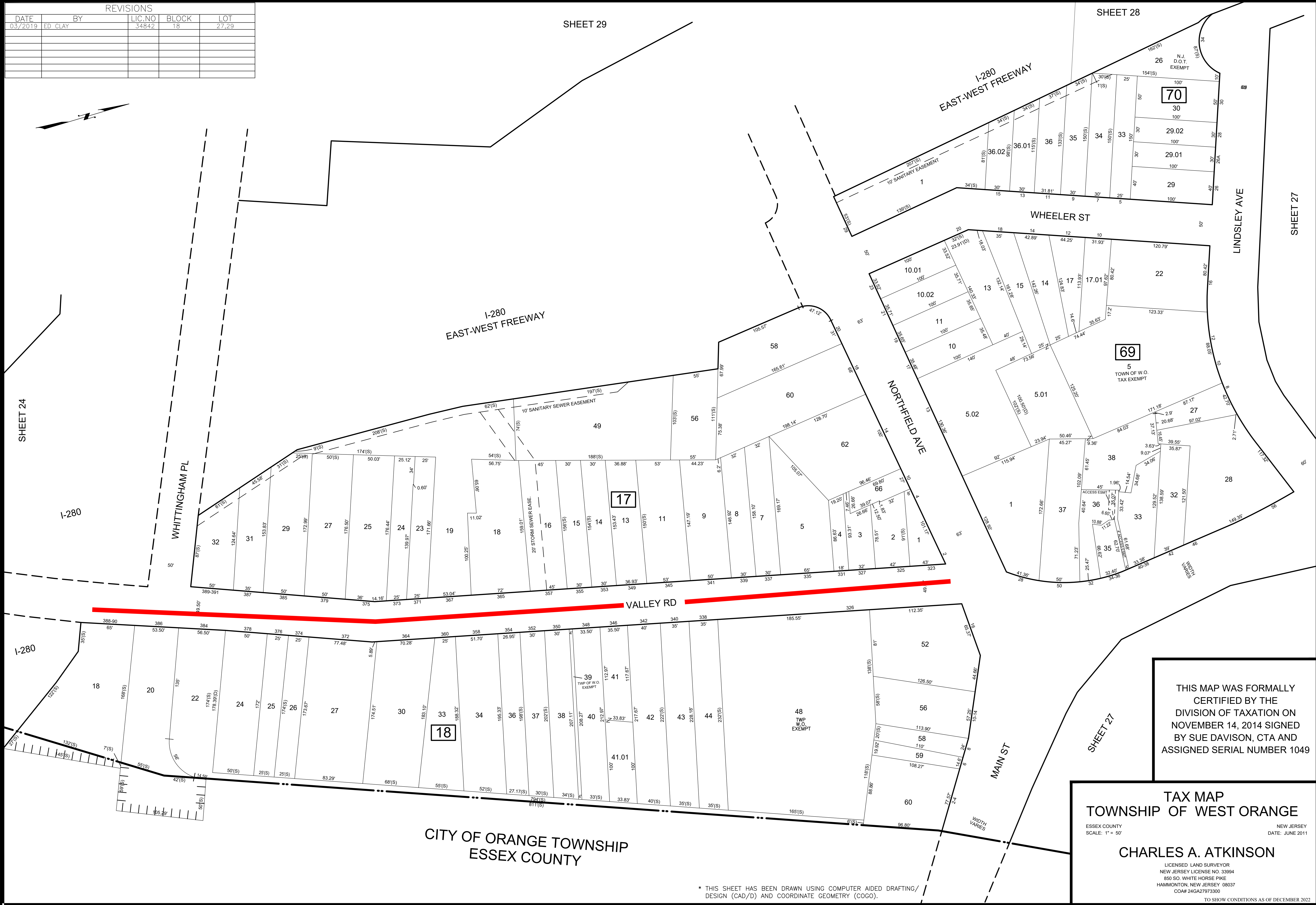
REVISIONS				
DATE	BY	LIC NO	BLOCK	LOT
12/2016	ED CLAY	34842	Adjacent sheet from 25 to 23	5
07/2018	ED CLAY	34842	16	

* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/ DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).

THIS MAP WAS FORMALLY
CERTIFIED BY THE
DIVISION OF TAXATION ON
NOVEMBER 14, 2014 SIGNED
BY SUE DAVISON, CTA AND
ASSIGNED SERIAL NUMBER 1049

TAX MAP
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY
SCALE: 1" = 50'
NEW JERSEY
DATE: JUNE 2011
CHARLES A. ATKINSON
LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300
TO SHOW CONDITIONS AS OF DECEMBER 2022

REVISIONS				
DATE	BY	LIC. NO.	BLOCK	LOT
03/2019	ED CLAY	34842	18	27,29



THIS MAP WAS FORMALLY
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TAX MAP
TOWNSHIP OF WEST ORANGE

ESSEX COUNTY
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CHARLES A. ATKINSON

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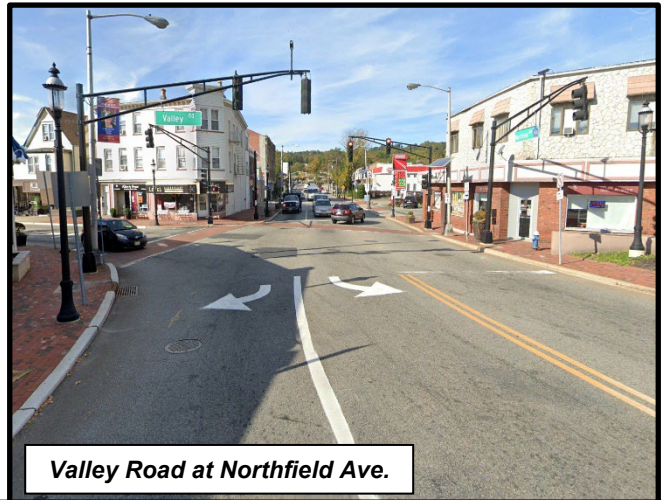
PROPOSAL FOR PROFESSIONAL ENGINEERING & SURVEYING SERVICES

2023 COMMUNITY DEVELOPMENT BLOCK GRANTS Valley Road – From Kingsley Street to Northfield Avenue

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NJ
October 30, 2023



Valley Road at Kingsley Street



Valley Road at Northfield Ave.

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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Statement of Interest

Section 1 - Scope of Services / Fee Schedule

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October 30, 2023

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
2023 Community Development Block Grant
Road Rehabilitation of Valley Road – From Kingsley Street to Northfield Avenue

Dear Ms. Carballo:

Greenman-Pedersen, Inc. is interested in performing Professional Engineering and Surveying Services, and is available to provide Construction Inspection services, all as outlined in your October 12, 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.

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

We understand the Township intends to advertise for bids on this project by Spring 2024 with construction in Summer and/or Fall 2024. We will work with you to achieve this goal.

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 October 30, 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 – Morris Plains Office



Michael E Pirog, PE
Project Engineer

AC/MEP/rem

m:\proposal\mep\west orange\2023 cdbg valley rd\2023 cdbg valley rd_kingsley to northfield.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **Rehabilitation of Valley Road, from Kingsley Street to Northfield Avenue**. 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 a complete design and bid package as requested in the RFP, and will include a cost estimate, plans and specifications (twenty copies) for bidding purposes including detour plans.

We have reviewed the proposed tasks contained in the RFP and we believe we have a clear understanding of the goals of each project as follows:

Valley Road, from Kingsley Street to Northfield Avenue

- A. Curb and sidewalk repairs.
- B. Pavement milling and pavement resurfacing.
- C. Pavement striping.
- D. New traffic signs as necessary.
- E. Shade trees as necessary.
- F. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary.
- G. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary.
- H. Curb ramps as necessary.

The total length of this project is approximately 2,300 linear feet.

SCOPE OF SERVICES

A. Topographic Survey and Base Mapping

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

1. Establishment of centerline of existing street.
2. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, and other existing features within the ROW and farther where necessary to the proposed improvements.
3. Right of way will be shown from available Township Tax Map information.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. All design criteria will comply with the current NJDOT and MUTCD specifications.
4. We will prepare Detour Plans.
5. We will prepare a complete set of specifications.
6. A final Engineer's Estimate of Construction will also be prepared.
7. Plans and specifications will meet CDBG requirements, and we will submit to Essex County CDBG Program for review.
8. We will prepare and submit twenty (20) sets of Contract Documents for public bidding.

ASSUMPTIONS

1. The curbed island at Kingsley Street will remain as is; no improvements to this structure is anticipated.
2. Existing brick paver crosswalks will remain as is, or, if needed, we will provide standard detail for replacement-in-kind.
3. At intersection of Valley and Northfield, roadway improvements will be limited to the southernly portion of the intersection which will exclude the existing crosswalk.
4. No modification or upgrades in county or NJDOT right-of-way or jurisdiction.
5. Excludes modification or upgrades to bridges/approaches or traffic signal equipment.

FEE SCHEDULE

Our fee for the tasks outlined above is:

	Valley Road (Kingsley Street to Northfield Avenue)
Survey	\$11,000.00
Design	\$16,500.00
Total Fee	\$27,500.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

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

Our fee for the above referenced services is as follows:

Construction Inspection Services	\$105.00/hr.
Construction Inspection Overtime Rate	\$157.50/hr.
Construction Administration	\$155.00/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
TECHNICAL TYPIST	\$ 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 Engineer, 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:

Paul Szmaida, LLA., ASLA, Streetscape Specialist and **Ryan Mangano, EIT**, Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, CME**, Director of Engineering – Morris Plains Office.

SECTION 3

Project Schedule

GPI is committed to adhering to the Township’s goal to advertise for bids by Spring 2023. We anticipate work will proceed within one (1) week after the award of contract. We have the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township’s goal.

We have assumed a December 2022 contract award, and have prepared the following Project Schedule.

		Project Schedule															
		December 2023 (Assumed Contract Award)				January 2024				February 2024				March 2024			
1	Surveying Services																
2	Design of Preliminary Plans/Specs																
3	Township Review and Comment																
4	Final Plans and Specifications																

SECTION 4

Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/22/2022														
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 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: jkozarsky@genattgrp.com															
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>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(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability Company	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 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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GENTL AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ 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 AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED 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 E	☒ 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 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	Y	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 D	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 												

ACORD 25 (2016/03)

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October 27, 2023

VIA EMAIL

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

**Re: Proposal for Professional Engineering Services
2023 CDBG Road Rehabilitation of Valley Rd from Kingsley St to Northfield Ave
West Orange, NJ
H2M Proposal. No.: LP231245**

Dear Ms. Carballo:

As you requested, H2M is pleased to present this Proposal to the Township of West Orange for providing Professional Engineering Services for design for the Road Rehabilitation of Valley Rd from Kingsley Street to Northfield Avenue. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The RFP identifies a section of Valley Road scheduled for improvement for a total length of 2,240 feet of roadway. However, 260 feet of the I-280 overpass will not be included in the improvement area, resulting in a total length of 1,980 feet of roadway scheduled for improvement. The improvements include a combination of milling and resurfacing, pavement striping, curbs and sidewalk repairs, aprons, driveway repair, new ADA-compliant curb ramps, and restoration of manholes and catch basins and replacement of their castings at several locations 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.

The proposed improvements do not include road widening, changes in vertical or horizontal alignment, changes to existing underground utilities, changes to existing guide rails, or construction of new sidewalks. As on other projects, the Township's construction inspector will determine the exact layout of the ADA-compliant curb ramps during construction. Estimated quantities will be included in the bid items for the curb ramps and standard New Jersey Department of Transportation (NJDOT) curb ramp details will be included in the drawings. All construction will take place within existing rights-of-way. Therefore, boundary surveys or preparation of easements/right-of-way widening are not needed and are not included in the scope of services. A topographic survey (described below) will be used to show the extent of improvements and the estimated quantities associated with the improvements on each drawing. In addition, we will add house numbers found on Township Tax Maps to the drawings for the Township and Contractor's use during the construction phase of the project.

As noted in the RFP, the project is being funded by the Community Development Block (CDBG) program of the U.S. Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development. As such, the bid documents will include the latest

Meeting Federal Labor Standards for CDBG Funded Projects, a copy of the contract between the Township and Essex County, and Federal and State Wage Rates.

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

- 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.
- 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.

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 the beginning of November.

Scope of Services

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

Design Services

- Perform and prepare a topographic route survey within the project limits for the purpose of depicting existing physical surface features and developing base mapping for the preparation of Contract Drawings. The survey will include horizontal and vertical control and establish roadway centerline. The limits of the survey will extend up to 10 feet beyond the existing right-of-way to include trees, shrubs, walls, driveways, walks, steps, and other existing surface features. The right-of-way will be shown on the Contract Drawings based on information provided by the Township.
- Perform walkthrough assessment of Valley Road with the Township Engineer to discuss the specific improvements planned for it.
- Prepare Contract Drawings for the proposed road improvements. We anticipate that the following drawings will be prepared by H2M:
 - Cover Sheet – 1 drawing.
 - Key Map, Legend, and General Notes – 1 drawing.
 - Estimate of Quantities – 1 drawing.
 - Plan Drawings (scale 1" = 40' horizontal) of the section of Valley Road indicated in the RFP – 3 drawings.
 - Construction Details, including granite block curbs, milling and resurfacing of roadways and driveways, concrete roadway repairs and leveling courses, curb ramps – 5 drawings.
 - Soil Erosion and Sediment Control Details – 1 drawing.
 - Traffic Control Details – 2 drawings.
- Contact the Township Police Department Traffic Bureau to coordinate the proposed road closures and traffic detours. Aerial imagery will be used for preparation of 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 Traffic Detour Plans – 1 drawing.

- Prepare NJDOT supplementary specifications. H2M will combine the NJDOT 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. H2M will furnish 20 sets of Bidding Documents to the Township.
- Prepare an Opinion of Probable Construction Cost.

Owner Responsibilities

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

- Provide copy of contract between Township and Essex County.
- Provide topographic and planimetric mapping from 2010 aerial photography, preferably in .dwg or .dxf format and provide copies of current Tax Maps in areas where street improvements are proposed.
- Coordinate with the respective utilities for utility relocation and design as needed to accommodate ADA-compliant curb ramps.
- Provide Township's standard administrative "front end" specifications.
- Advise H2M of proposed road closures and detour routes.
- Distribute and coordinate traffic control and detour plan with the Contractor.
- Review and approve traffic control devices set up by the Contractor during construction.

Engineering Fee, Billing Method, and Terms of Service

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

Service	Fee	
<i>Design Drawings and Specifications for section of Valley Road Identified in the RFP</i>	\$ 30,000	Lump Sum

The engineering fees for the 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 of West Orange 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 of West Orange 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, reimbursable expenses, and a brief description of the services provided. Also enclosed are H2M's State of New Jersey Business Registration Certificate and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

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

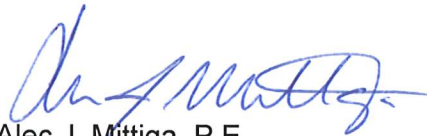
H2M appreciates the opportunity of presenting this Proposal to the Township of West Orange and we look forward to being of service on this project. Please advise us if you need additional information or require clarification of this Proposal.

Very truly yours,

H2M Associates, Inc.



Mauro M. Bacolo, P.E.
Vice President



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

Enclosure

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

PROPOSAL AGREED & ACCEPTED BY:

Signature _____

Print Name _____

Title _____

Client **Township of West Orange**
West Orange, NJ

Address _____

Date _____



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

2022 - 2023 HOURLY RATE SCHEDULE

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

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



H2M Standard Terms & Conditions

Client	Township of West Orange
Site	2023 Community Development Block Grants Road Rehabilitation fo Valley Rd from Kingsley Street to Northfield Avenue
Services	Design of road improvements, including detour plan.

Client's Rep. Zayibeth Carballo
Phone/E-Mail zcarballo@westorange.org

H2M's Rep. Mauro Bacolo
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 nor 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, PE,PLS,PP,CME,CFM,CFS
Title	Assistant Municipal Engineer
Date	

H2M	H2M Architects & Engineers, Inc.
Signature	
By: Name	Mauro Bacolo
Title	V P Department Manager Water Resource Engineering
Date	October 29, 2023



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

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
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October 30, 2023

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

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

Attn: Zayibeth Carballo, Assistant Municipal Engineer

**Re: Professional Engineering & Surveying Services
2023 Community Development Block Grants
Road Rehabilitation of Valley Road – From Kingsley St. to Northfield Avenue
West Orange, New Jersey
Proposal No.: 2023-190**

Dear Ms. Carballo:

CME Associates is pleased to present our proposal for the design services for the above referenced project including the preparation of construction plans, specifications and bid documents for the CDBG funded project. Based on the request for proposal our office received, it is our understanding the improvements will include the following:

1. Valley Road, From Kingsley Street to Northfield Avenue
 - A. Curb and sidewalk repairs
 - B. Pavement milling and pavement resurfacing
 - C. Pavement striping
 - D. New traffic signs as necessary
 - E. Shade trees as necessary
 - F. Drainage structures repairs with new frames, grates, curb pieces as necessary. Repair existing drainage structures as necessary
 - G. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary
 - H. Curb ramps as necessary

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



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PHASE I – SURVEYING AND BASE MAP PHASE

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

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

1. The preparation of a base survey showing all existing improvements along the roadways within right-of-way with a 25-foot overlap and easement areas.
2. Location of all existing physical surface features such as curb, sidewalk, trees, mailboxes, street signs, shrubs, pavement markings, utility poles, street lights, hedges, fences, landscaped areas, drainage leader connections and driveways within the street right-of-way/easement will be provided.
3. As described above, datum NAVD88 shall be used for all vertical control, along with the use of NAD83 for all horizontal control.
4. The preparation of survey data based on the appropriate datum and three (3) vertical bench marks will be provided evenly spaced throughout the project.

PHASE II – DESIGN PHASE

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

1. Prepare construction plans and construction cost estimates. Construction Plans will consist of the following:
 - i. Cover Sheet
 - ii. General Notes and Distribution of Quantities
 - iii. Overall Location Plan
 - iv. Construction Plans
 - v. Drainage and Grading Plan
 - vi. Curb Ramp Grading Plan



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- vii. Traffic Striping and Signage Plan
 - viii. Traffic Control Plan and Details
 - ix. Construction Details
2. Prepare contract documents and specifications required for public bid in accordance with the New Jersey Local Public Contracts Law. Detailed specifications will be provided for the items to be included in the contract, along with an outline of the project. Twenty (20) sets of contract documents will be provided.

Soil Conservation Permit

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

Summary of Fee Estimates

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

– Phase I – Surveying and Base Map Phase	\$18,000.00
– Phase II – Design Phase	\$24,000.00
Total Lump Sum Fee.....	\$42,000.00

We anticipate completing the contract documents in three months from the time of authorization.

Exceptions:

- Construction Phase Services are not included at this time. Should these services be required by the Township, our office requests the opportunity to provide a fee for same.
- Construction Stake Out is not included in this scope of services. Should same be required, our office requests the opportunity to provide a fee for same.
- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.



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

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME
Principal

TT: pv
Cc: Tina Benevento