

**TOWNSHIP OF WEST ORANGE***25 Lakeside Avenue, West Orange, New Jersey 07052***DEPARTMENT OF ENGINEERING**

SUSAN McCARTNEY
MAYOR

ZAYIBETH CARBALLO
Director/Municipal Engineer

Tel/Fax: (973) 325-4160

Email: zcarballo@westorange.org

November 19, 2024

Trevor Taylor
CME
379 US Route 1 South, Suite 100
Monmouth Junction, NJ, 08852

RE: **REQUEST FOR PROPOSALS**
2024 COMMUNITY DEVELOPMENT BLOCK GRANTS
ROAD REHABILITATION OF FRANKLIN AVENUE
(FROM MAIN STREET TO CHESTNUT STREET) AND
OXFORD PLACE (FROM CHERRY STREET TO CHESTNUT) STREET

Dear Mr. Taylor,

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 the following Community Development Block Grant (CDBG) project for 2024:

Franklin Avenue (from Main Street to Chestnut Street) and Oxford Place (from Cherry Street to Chestnut 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

1. Land Surveying Services:

- A. Topographic Survey and Base Mapping that 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.
 - 4. Topographic Survey including additional topography behind the curb and sidewalk of the roadways and at road intersections;
 - 5. 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;
- 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;

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. 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 Summer 2025 with construction in Fall/Winter 2025. Proposals shall be submitted in writing on or before 10:00 A.M. Friday, November 29, 2024 via email and/or hard copies to the Department of Engineering, 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.

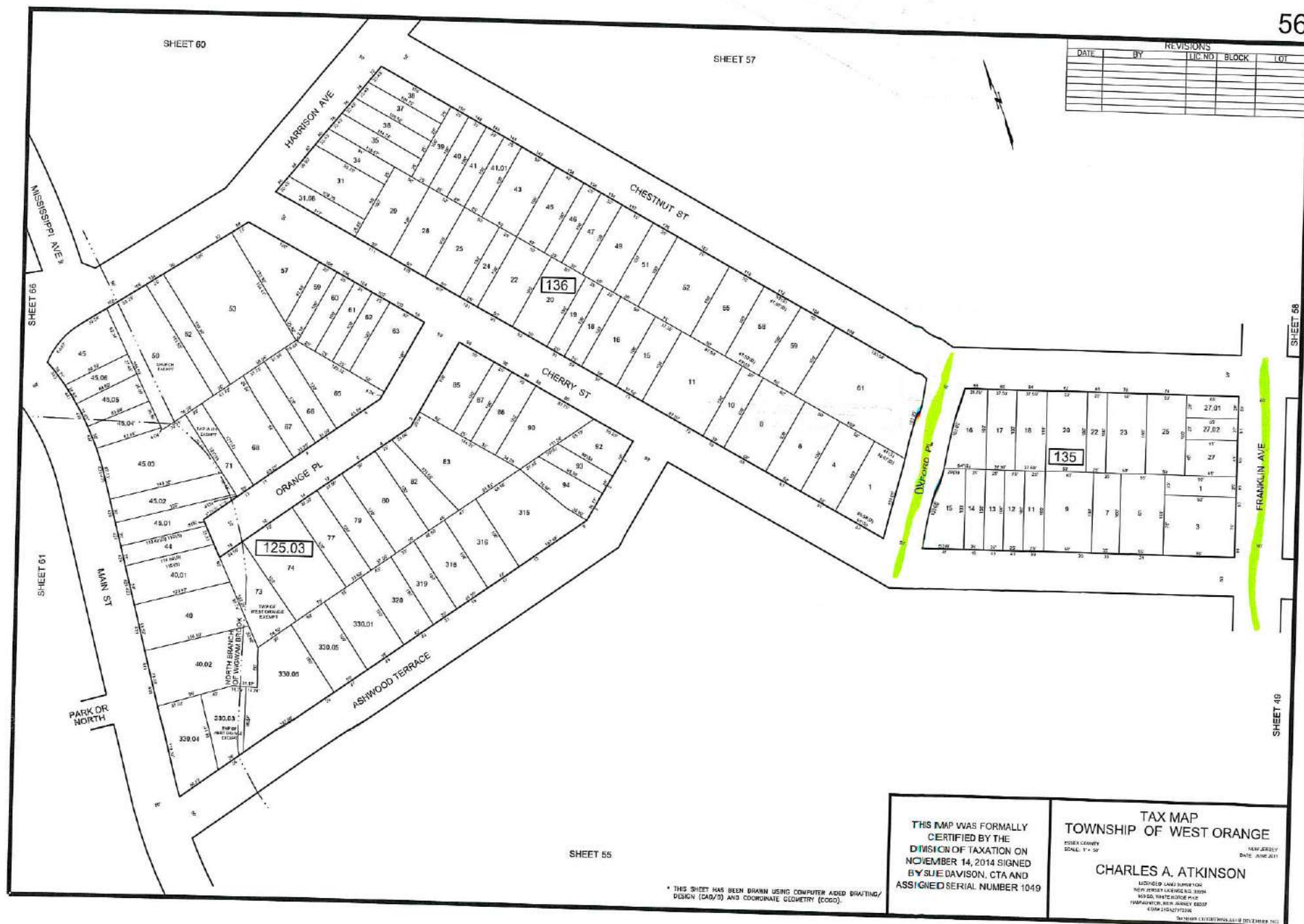
Very truly yours,

Zayibeth Carballo

Zayibeth Carballo,

Director/Municipal Engineer

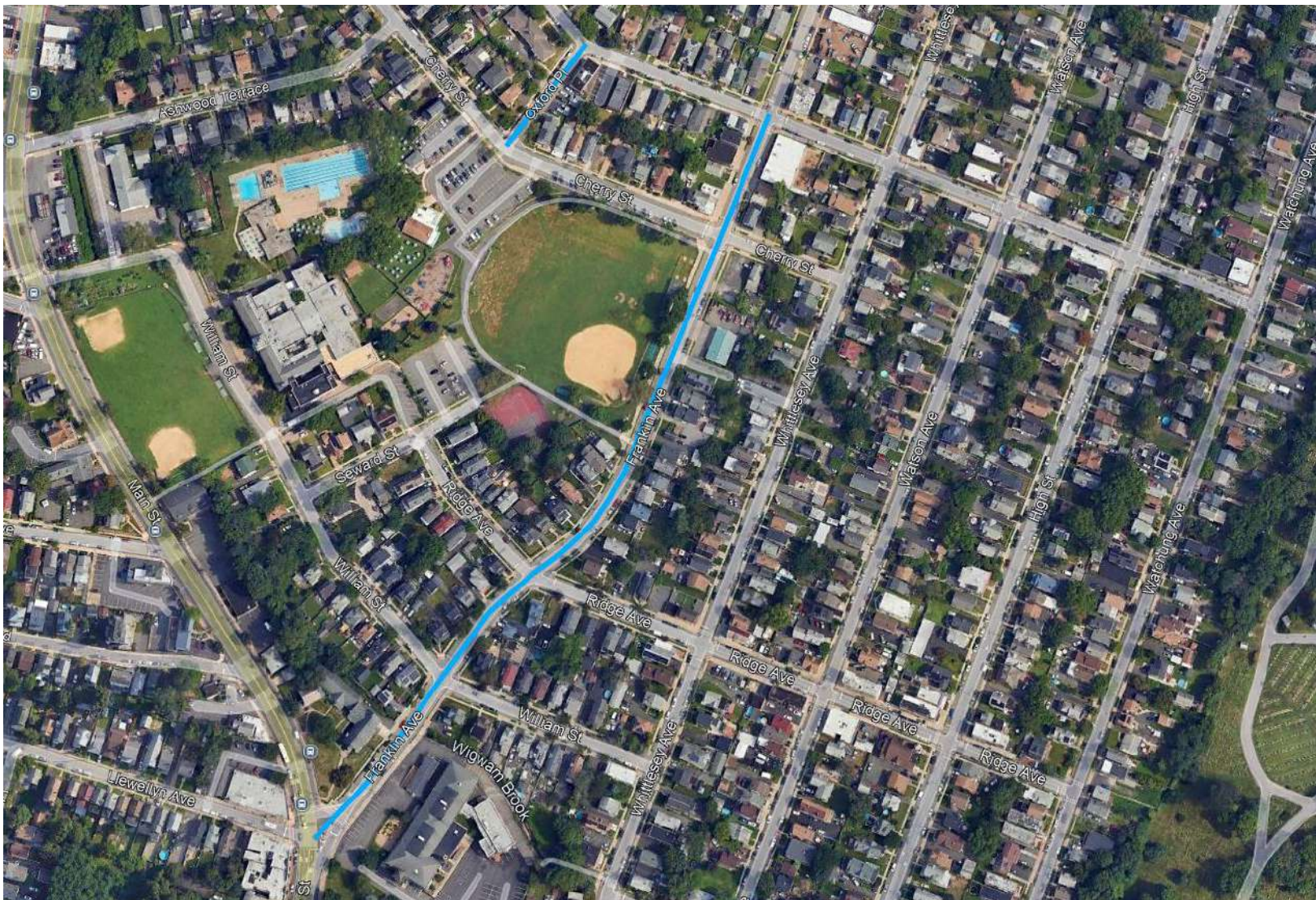
ZYC/ag

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Proposal For Professional Engineering & Surveying Services 2024 CDBG ROAD REHABILITATION

Franklin Avenue (From Main Street to Chestnut Street) and
Oxford Place (From Cherry Street to Chestnut Street)
West Orange Township, Essex County, New Jersey

November 29, 2024



Submitted to:
West Orange Township

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November 26, 2024

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
2024 Community Development Block Grant Road Rehabilitation of
Franklin Avenue (From Main Street to Chestnut Street) and
Oxford Place (From Cherry Street to Chestnut Street)

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 November 19, 2024, Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project, while considering budget constraints.

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

We understand the Township intends to advertise for bids on this project by Summer 2025 with construction in Fall/Winter 2025. We will work with you to achieve this goal.

Our November 28, 2023 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

Please find our Proposal to Provide Professional Engineering and Surveying Services, dated November 26, 2024, enclosed for your review.

We are pleased to have this opportunity to continue serving 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, CME
Project Engineer

AC/MEP/rem

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Section 1. Scope of Services

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **Rehabilitation of Franklin Avenue (from Main Street to Chestnut Street) and Oxford Place (from Cherry Street to Chestnut Street)**. Throughout the firm's 58-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 advance the project expeditiously.

Professional services will include preparing topographic and base maps and a complete design and bid package as requested in the RFP. They will also 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 this project.

Franklin Avenue, from Main Street to Chestnut Street and Oxford Place, from Cherry Street to Chestnut Street

- 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.
- I. Curb ramps as necessary.

The RFP specifies the following improvements:

1. LAND SURVEYING SERVICES

- A. Topographic Survey and Base Mapping that 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.
 - 4. Topographic Survey including additional topography behind the curb and sidewalk of the roadways and at road intersections.
 - 5. 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.
- 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;

Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files.

The total length of this project is approximately 1,924 linear feet.

SCOPE OF WORK

I. Topographic and Existing Condition Surveying Services

A 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 Helen Avenue, Lawrence Avenue, Florence Place, and Lowell Avenue within the project scope and all adjacent intersections. The project length for all four (4) roads is approximately 3,581 linear feet.

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 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. The horizontal locations and elevations of the sanitary sewer storm drainage features will be measured. The pipe material, invert elevations and pipe diameters will be measured only as needed for drainage improvements.
 - Property lines and right-of-way will be depicted based on the municipal tax map and County GIS information.
- 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 will be provided to the Township on printed sheets and digitally, in the format requested by the Township.
- D. 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 areas where required on 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.

ASSUMPTIONS

- 1. Roadway improvements will be included at the intersection with Chestnut Street.
- 2. Curb ramps to be reconstructed as required.
- 3. Improvements at the intersection of Franklin and Main are excluded from this proposal.
- 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.

Section II: Fee Schedule

Surveying & Design

Our fee for the tasks outlined above is:

	Franklin Avenue, from Main Street to Chestnut Street and Oxford Place, from Cherry Street to Chestnut Street
Survey	\$8,820.00
Design	\$17,788.00
Total Fee	\$26,608.00

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 28, 2023, the following are our municipal billing rates for 2024:

PROFESSIONAL ENGINEER	\$ 180.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 160.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 150.00
SENIOR DESIGNER	\$ 125.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 105.00
INSPECTOR OVERTIME RATE	\$ 157.50
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 170.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 150.00
PROJECT SURVEYOR	\$ 135.00
SURVEYING TECHNICIAN	\$ 105.00
PARTY CHIEF	\$ 110.00
INSTRUMENT PERSON	\$ 95.00
ADMINISTRATIVE SUPPORT	\$ 75.00

Section III: 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, CME 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 **Ryan Mangano**, Senior Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, CME**, Director of Engineering – Morris Plains Office.

Section IV: Project Schedule

GPI is committed to adhering to the Township's goal of advertising for bids by Summer 2025 and starting construction in Fall/Winter 2025. We anticipate work will proceed within one (1) week after the contract is awarded. We have the resources to complete the project promptly, and we are confident that we can achieve the Township's goal.

We have assumed a December 16, 2024 contract award, and have prepared the following Project Schedule.

		December 16, 2024 (Assumed Award & NTP)							
		December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025
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 V: Sample Insurance Certificate

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/19/2023															
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 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: jkozarsky@genattgrp.com ADDRESS:																	
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		GREENMAN		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C: North Pointe Insurance Company</td> <td>27740</td> </tr> <tr> <td>INSURER D: QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER E: Stonington Insurance Company</td> <td>10340</td> </tr> <tr> <td>INSURER F: Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Specialty Insurance Company	37885	INSURER B: Everest National Insurance Company	10120	INSURER C: North Pointe Insurance Company	27740	INSURER D: QBE Insurance Corporation	39217	INSURER E: Stonington Insurance Company	10340	INSURER F: Allied World Assurance Company (U.S.) Inc.	19489
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COVERAGES CERTIFICATE NUMBER: 1051438221 REVISION NUMBER:																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
D X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☒ LOC OTHER:		171000765	12/31/2023	12/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$													
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		161001112	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$													
B X	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒ OCCUR CLAIMS-MADE	XC5CU00324231	12/31/2023	12/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$													
E	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	152000765	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000													
A F	Property Professional Liability		UM00082200MA23A 03141016	12/31/2023 12/31/2023	12/31/2024 12/31/2024	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000													
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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architects + engineers

119 Cherry Hill Road, Ste 110
Parsippany, NJ 07054 | tel 862.207.5900

| ENGINEERING NJ #24GA28019100

November 27, 2024

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
2024 CDBG Road Rehabilitation of Franklin Avenue (from Main Street to Chestnut Street)
and Oxford Place (from Cherry Street to Chestnut Street)
West Orange, NJ
H2M Proposal. No.: LP241375**

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 Franklin Avenue (from Main Street to Chestnut Street) and Oxford Place (from Cherry Street to Chestnut Street). 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 2,000 feet of roadway. 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 summer of 2025. We anticipate that the Township will award the Contract for Engineering Services in the beginning of December.

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. A copy of the survey will be provided to the Township in AutoCAD format.
- Perform walkthrough assessment of section of Franklin Avenue and Oxford Place 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 – 4 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	
Surveying and Design	\$ 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, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

The return of a signed copy of this Proposal will confirm the Township 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.

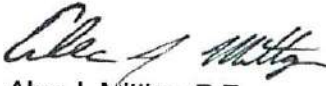
Very truly yours,

H2M Associates, Inc.

Digitally signed by Charles Martello
DN: C=US,
E=cmartello@h2m.com, O=H2M,
CN=Charles Martello
Date: 2024.11.27 15:55:41-05'00'

 Charles Martello

Charles A Martello, P.E., LSRP
Senior 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 Standard Terms & Conditions

(Ver 210520)

Client	Township of West Orange, New Jersey
Site	2024 CDBG Road Rehabilitation of Franklin Avenue (from Main Street to Chestnut Street) and Oxford Place
Services	Survey, design, contract documents for road improvement project

Client's Rep.	Zayibeth Carballo, P.E.
Phone/E-Mail	973-325-4160/engineering@westorange.org

H2M's Rep.	Alec Mittiga
Phone/E-Mail	973-492-3309/amittiga@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, New Jersey
Signature	
By: Name	
Title	
Date	

H2M	H2M Associates, Inc.
Signature	
By: Name	Charles A Martello, P.E., LSRP
Title	Senior Vice President
Date	

Municipal
2025 B Hourly Rate Schedule

Classification	Rate	Classification	Rate
ADMINISTRATIVE SUPPORT PROFESSIONAL	\$ 99.00	PROJECT PLANNER 1	\$ 139.00
ARCHITECTURAL TECHNICIAN 1	\$ 66.00	PROJECT PLANNER 2	\$ 160.00
ASSISTANT DEPARTMENT MANAGER - COATINGS	\$ 143.00	PROJECT SCIENTIST 1	\$ 138.00
ASSISTANT DEPARTMENT MANAGER - ENG	\$ 241.00	PROJECT SCIENTIST 2	\$ 148.00
ASSISTANT DEPARTMENT MANAGER - SCI	\$ 187.00	PROJECT SURVEYOR 1	\$ 132.00
ASSISTANT DEPARTMENT MANAGER - SURVEY	\$ 230.00	PROJECT SURVEYOR 2	\$ 146.00
ASSISTANT STUDIO DIRECTOR	\$ 236.00	REGIONAL OFFICE DIRECTOR	\$ 247.00
ASSISTANT TO THE COO	\$ 120.00	RESIDENT ENGINEER	\$ 230.00
BIM / CAD COMPLIANCE MANAGER	\$ 187.00	SR. ADMINISTRATIVE SUPPORT PROFESSIONAL	\$ 126.00
BIM / CAD SPECIALIST 1	\$ 120.00	SR. ARCHITECT 1	\$ 197.00
BUSINESS DEVELOPMENT SPECIALIST	\$ 187.00	SR. ARCHITECT 2	\$ 219.00
CAD / BIM PROGRAM MANAGER	\$ 148.00	SR. ARCHITECT 3	\$ 241.00
CADD TECHNICIAN 2	\$ 115.00	SR. BIM/CAD SPECIALIST 1	\$ 126.00
CHIEF EXECUTIVE/OPERATING OFFICER	\$ 247.00	SR. CADD TECHNICIAN 1	\$ 121.00
COATINGS OBSERVER 1	\$ 116.00	SR. CADD TECHNICIAN 2	\$ 138.00
COATINGS OBSERVER 2	\$ 138.00	SR. COATINGS OBSERVER 1	\$ 170.00
CONSTRUCTION ADMINISTRATOR	\$ 170.00	SR. COATINGS OBSERVER 2	\$ 181.00
CONSTRUCTION OBSERVER 1	\$ 121.00	SR. CONSTRUCTION OBSERVER 1	\$ 181.00
CONSTRUCTION OBSERVER 2	\$ 138.00	SR. CONSTRUCTION OBSERVER 2	\$ 197.00
CONSTRUCTION OBSERVER 3	\$ 153.00	SR. DESIGNER 1 - ARCH	\$ 175.00
DEPARTMENT MANAGER - COATINGS	\$ 247.00	SR. DESIGNER 1 - ENG	\$ 175.00
DEPARTMENT MANAGER - SCI	\$ 247.00	SR. DESIGNER 2 - ARCH	\$ 192.00
DEPARTMENT MANAGER - SURVEY	\$ 247.00	SR. DESIGNER 2 - ENG	\$ 203.00
DEPARTMENT MANAGER - ENG	\$ 247.00	SR. DISCIPLINE ENGINEER	\$ 247.00
DEPUTY DISCIPLINE DIRECTOR	\$ 247.00	SR. DISCIPLINE SCIENTIST	\$ 214.00
DEPUTY DIVISION DIRECTOR	\$ 247.00	SR. ENVIRONMENTAL PLANNER 1	\$ 224.00
DEPUTY MARKET DIRECTOR	\$ 247.00	SR. ENVIRONMENTAL PLANNER 2	\$ 229.00
DIRECTOR GIS SERVICES	\$ 247.00	SR. ENVIRONMENTAL SCIENTIST 1	\$ 197.00
DIRECTOR OF CORPORATE QA/QC	\$ 247.00	SR. ENVIRONMENTAL SCIENTIST 2	\$ 230.00
DIRECTOR OF OPERATIONS	\$ 247.00	SR. GIS SPECIALIST 1	\$ 156.00
DIRECTOR OF PLANNING	\$ 247.00	SR. INTERIOR DESIGNER 1	\$ 192.00
DIRECTOR OF ENGINEERING	\$ 247.00	SR. LANDSCAPE ARCHITECT	\$ 219.00
DISCIPLINE DIRECTOR	\$ 247.00	SR. PROJECT ARCHITECT 1	\$ 187.00
DISCIPLINE ENGINEER	\$ 230.00	SR. PROJECT ARCHITECT 2	\$ 197.00
DISCIPLINE QA/QC AND PRODUCTION MANAGER	\$ 247.00	SR. PROJECT CONTROLS SPECIALIST 1	\$ 197.00
DOCUMENT CONTROL MANAGER	\$ 126.00	SR. PROJECT CONTROLS SPECIALIST 2	\$ 208.00
ENGINEERING TECHNICIAN 1	\$ 121.00	SR. PROJECT DESIGNER 1	\$ 181.00
ENVIRONMENTAL TECHNICIAN 1	\$ 83.00	SR. PROJECT DESIGNER 2	\$ 187.00
FIELD SUPERVISOR - COATINGS	\$ 175.00	SR. PROJECT DOCUMENT CONTROL SPECIALIST	\$ 132.00
FIRE INVESTIGATOR	\$ 181.00	SR. PROJECT ENGINEER 1	\$ 208.00
FORENSIC MARKET STRATEGIST	\$ 225.00	SR. PROJECT ENGINEER 2	\$ 219.00
GIS SPECIALIST 2	\$ 156.00	SR. PROJECT ENTITLEMENT SPECIALIST 2	\$ 247.00
HEALTH AND SAFETY SPECIALIST 1	\$ 126.00	SR. PROJECT INTERIOR DESIGNER 1	\$ 156.00
LEADERSHIP DEVELOPMENT SPECIALIST	\$ 247.00	SR. PROJECT PLANNER 1	\$ 175.00
MANAGER OF CONSTRUCTION OBSERVATION - MELVILLE	\$ 187.00	SR. PROJECT SCIENTIST 1	\$ 170.00
MARKET DIRECTOR	\$ 247.00	SR. PROJECT SCIENTIST 2	\$ 187.00
MARKET SPECIALIST	\$ 247.00	SR. PROJECT SURVEYOR 1	\$ 165.00
MGR OF CONST OBSERVATION	\$ 208.00	SR. PROJECT SURVEYOR 2	\$ 197.00
OFFICE DIRECTOR	\$ 247.00	SR. SITE PLANNER	\$ 247.00
PLANT OPERATIONS & COMPLIANCE MANAGER	\$ 238.00	SR. WATER PLANT OPERATOR	\$ 247.00
PRACTICE LEADER - ARCH	\$ 247.00	STAFF DESIGNER 1	\$ 121.00
PRACTICE LEADER - ENG	\$ 247.00	STAFF DESIGNER 2	\$ 126.00
PRACTICE LEADER - LA	\$ 247.00	STAFF DESIGNER 3	\$ 132.00
PRACTICE LEADER - PLAN	\$ 247.00	STAFF ENGINEER 1	\$ 126.00
PRACTICE LEADER - SCI	\$ 247.00	STAFF ENGINEER 2	\$ 143.00
PRACTICE LEADER - SURVEY	\$ 247.00	STAFF ENVIRONMENTAL PLANNER 1	\$ 88.00
PROJECT ARCHITECT 1	\$ 153.00	STAFF ENVIRONMENTAL PLANNER 2	\$ 110.00
PROJECT ARCHITECT 2	\$ 165.00	STAFF GIS SPECIALIST 1	\$ 104.00
PROJECT ARCHITECT 3	\$ 170.00	STAFF HYDROGEOLOGIST 1	\$ 121.00
PROJECT BIM/CAD ENGINEER 1	\$ 151.00	STAFF PERMITTING SPC 2	\$ 121.00
PROJECT CONTROLS SPECIALIST 1	\$ 138.00	STAFF PLANNER 1	\$ 94.00
PROJECT CONTROLS SPECIALIST 2	\$ 160.00	STAFF PLANNER 2	\$ 116.00
PROJECT DESIGNER 1 - ARCH/ENG	\$ 143.00	STAFF SCIENTIST 1	\$ 110.00
PROJECT DESIGNER 2 - ARCH	\$ 160.00	STAFF SCIENTIST 2	\$ 121.00
PROJECT DOCUMENT CONTROL COORDINATOR	\$ 110.00	STAFF SURVEYOR 1	\$ 94.00
PROJECT ENGINEER 1	\$ 160.00	STAFF SURVEYOR 2	\$ 110.00
PROJECT ENGINEER 2	\$ 181.00	STUDENT INTERN	\$ 72.00
PROJECT ENVIRONMENTAL PLANNER 1	\$ 116.00	STUDIO DIRECTOR	\$ 247.00
PROJECT ENVIRONMENTAL PLANNER 2	\$ 138.00	SURVEY TECHNICIAN 1	\$ 72.00
PROJECT INTERIOR DESIGNER 1	\$ 132.00	TANK ASSET MANAGER	\$ 132.00
PROJECT INTERIOR DESIGNER 2	\$ 143.00	TECHNICAL ADVISOR - ENG	\$ 247.00
PROJECT LANDSCAPE ARCHITECT 1	\$ 132.00		\$ 12,004.00
PROJECT LANDSCAPE ARCHITECT 2	\$ 148.00		

1. Rates updated annually in January.

2. When employees are part of the survey crew working on projects where we are required to pay Prevailing Wage Rates, these rates don't apply. Different rates will be provided in these circumstances.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: H2M ARCHITECTS & ENGINEERS, INC.

Trade Name:

Address: 119 CHERRY HILL RD STE 200
PARSIPPANY, NJ 07054

Certificate Number: 1208276

Effective Date: May 28, 2002

Date of Issuance: September 01, 2010

For Office Use Only:

20100901143703285



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2023

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
Greyling Ins. Brokerage/EPIC
3780 Mansell Rd. Ste. 370
Alpharetta GA 30022

CONTACT NAME: Rebecca Egan

PHONE (A/C, No, Ext): 770-552-225

FAX (A/C, No):

E-MAIL: greylingcerts@greyling.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Markel American Insurance Company

28932

INSURER B: Hartford Underwriters Insurance Company

30104

INSURER C: Sentinel Insurance Company, Ltd.

11000

INSURER D: Hartford Casualty Insurance Company

29424

INSURER E:

INSURER F:

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

H2MARCH

COVERAGES

CERTIFICATE NUMBER: 1072411515

REVISION NUMBER: 24-25

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			20UUGAU9233	1/1/2024	1/1/2025	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 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20UEGAU7896	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			20XHGYH2145	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	20WBGAT3285	1/1/2024	1/1/2025	☒ 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
A	Professional Liability			MKLM7PL0002521	1/1/2024	1/1/2025	Per Claim Aggregate 5,000,000 5,000,000

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

CERTIFICATE HOLDER

For Proposal Purposes, only

CANCELLATION

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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Page 10 of 10
Date: 10/10/2010
Time: 10:10:10

Top 1000
Bottom 1000



**Consulting & Municipal
ENGINEERS**

1460 Route 9 South
Howell, NJ 07731
732.462.7400 ☎
www.cmeusa1.com 🌐

November 29, 2024

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, PE, PLS, PP, CME, CFM, CFS
Municipal Engineer

**Re: Professional Engineering & Surveying Services
2024 Community Development Block Grants
Road Rehabilitation of Franklin Avenue (Main Street to Chestnut Street)
and Oxford Place (Cherry Street to Chestnut Street)
West Orange, Essex County, New Jersey
Proposal No.: 2024-214**

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 2024 CDBG funded project. Based on the request for proposal our office received, it is our understanding the improvements will include the following:

1. Franklin Avenue (from Main Street to Chestnut Street) and Oxford Place (from Cherry Street to Chestnut Street)
 - 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

CONSULTING AND MUNICIPAL ENGINEERS LLC

NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000

Barnegat • Berlin • Camden • Howell • Medford • Monmouth Junction • Parlin



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

1. Topographic Survey and Base Mapping

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. The specific scope of services will include the following:

- a. Coordinate utility mark-outs;
- b. Establish centerlines of existing streets;
- c. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, curb ramps and other existing features within the ROW and farther where necessary to the proposed improvements;
- d. Right of way will be shown from available Township Tax Map information;
- e. Topographic Survey including additional topography behind the curb and sidewalk of the roadways and at road intersections;
- f. 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;
- g. 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);
- h. Benchmark(s) to be set on site for future use; and,
- i. Prepare an Existing conditions/Survey Control plan.

2. Civil Engineering Services

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

- a. Coordinate with the West Orange Traffic Bureau for the preparation of traffic control and detour plans;
- b. Prepare Construction Plans consisting of the following:
 1. Cover Sheet



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2. Existing Conditions/Survey Control Plan
 3. Demolition Plan
 4. Construction Plans
 5. Grading and Utility plan
 6. ADA compliant curb ramp plans
 7. Pavement striping
 8. New traffic signs as necessary
 9. Soil Erosion and Sediment Control Plans and Details
 10. Reset drainage structures, manhole castings, frames and covers as necessary.
 11. Construction Details
- c. 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. Twenty (20) sets of contract documents including AutoCAD and PDF files will be provided.
- d. Attend one (1) meeting with Township Officials for Preliminary Design.

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	\$22,000.00
Total Lump Sum Fee	\$40,000.00

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

As requested, we have also included a separate fee for construction administration phase services as follows:

Construction Administration Phase Services

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

1. Coordinate and attend pre-construction meeting;
2. Coordinate with the contractor to ensure compliance with the final contract documents;



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ENGINEERS

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

Total Lump Sum Fee \$28,000.00

Exceptions:

- 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.

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
Senior Vice President

TT:pv



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2026

Program Manager.....	\$214.00 Per Hour
Project Manager	\$213.00 Per Hour
Senior Professional Engineer/Project Leader.....	\$212.00 Per Hour
Professional Engineer, Environmental	\$209.00 Per Hour
Assoc. Professional Engineer, Environmental.....	\$208.00 Per Hour
Professional Engineer	\$209.00 Per Hour
Project Engineer, Environmental	\$207.00 Per Hour
Associate Professional Engineer	\$208.00 Per Hour
Project Engineer/Senior Designer II	\$207.00 Per Hour
Engineer/Senior Designer	\$200.00 Per Hour
Associate Engineer/Designer	\$195.00 Per Hour
Engineer, Environmental	\$200.00 Per Hour
Associate Engineer, Environmental.....	\$195.00 Per Hour
Senior Scientist.....	\$215.00 Per Hour
Lead Scientist/Senior Geologist	\$203.00 Per Hour
Scientist/Project Geologist.....	\$180.00 Per Hour
Associate Scientist/Staff Geologist.....	\$165.00 Per Hour
Environmental Technician	\$147.00 Per Hour
Professional Surveyor	\$203.00 Per Hour
Survey Manager	\$183.00 Per Hour
Party Chief.....	\$163.00 Per Hour
Robotic Total Station	\$ 84.00 Per Hour
Survey Technician.....	\$143.00 Per Hour
Chief Construction Manager.....	\$207.00 Per Hour
Construction Manager	\$181.00 Per Hour
Senior Construction Technician.....	\$180.00 Per Hour
Construction Technician.....	\$150.00 Per Hour
Associate Construction Technician	\$143.00 Per Hour
Support Staff.....	\$117.00 Per Hour
Drone Pilot.....	\$159.00 Per Hour
Drone Technician	\$ 86.00 Per Hour
CAD Technician.....	\$166.00 Per Hour
Senior Landscape Architect.....	\$205.00 Per Hour
Landscape Architect.....	\$185.00 Per Hour
Certified Tree Expert	\$167.00 Per Hour
Associate Landscape Designer	\$149.00 Per Hour
Principal Planner	\$212.00 Per Hour
Professional Planner	\$211.00 Per Hour
Senior Planner.....	\$192.00 Per Hour
Planner	\$188.00 Per Hour
Senior Leadership	\$214.00 Per Hour
Executive Leadership	\$225.00 Per Hour
Executive Leadership, Environmental	\$229.00 Per Hour
Managing Partner	\$242.00 Per Hour





Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day

Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

