



June 28, 2024

**Via Electronic Mail (tneff@tintonfalls.com)**

Borough of Tinton Falls  
556 Tinton Avenue  
Tinton Falls, New Jersey 07724

Attn.: Thomas P. Neff, PE, PP, CME, CFM  
Borough Engineer & Zoning Officer

Re.: Borough of Tinton Falls, County of Monmouth, State of New Jersey  
Professional Land Surveying, Engineering, & Environmental Permitting Services  
Wardell Road Culvert Replacement  
Partial Topographic Survey, Engineering Design, Permitting, & Bid Phase Services  
Our File No.: Proposal SCE-P14172.011

Dear Mr. Neff:

**SUBURBAN CONSULTING ENGINEERS, INC.** (SCE) is pleased to provide the following proposal to the Borough of Tinton Falls (Borough) for Partial Topographic Survey, Engineering Design, Permitting, and Bid Phase Services associated with the Wardell Road Culvert Replacement project, located in the Borough of Tinton Falls, County of Monmouth (County), State of New Jersey. All services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE), Professional Land Surveyor (PLS), and certified Professional Wetland Scientist (PWS) for each respective discipline.

**Project Understanding**

SCE understands that Wardell Road has been experiencing the formation of multiple sinkholes within the location indicated in the "Anticipated Survey Limits" figure below. The Borough has identified these sinkholes where a corrugated metal pipe (CMP) culvert conveys flow of the Reeve Branch, a Category 1 waterbody, beneath Wardell Road. Additionally, it is understood that the Borough has performed an initial investigation of the culvert and determined that the CMP within culvert is showing significant deterioration resulting in the need for the CMP culvert to be replaced. Based on the information provided by the Borough, the need for culvert replacement is due to material deterioration and not based on a capacity issue impeding the flow of Reeve Branch through the culvert.

SCE further understands complete engineering services for survey work, wetlands delineation, environmental permitting, design plans and specifications, and a detailed construction estimate are required to complete this work. As such SCE proposes the below services.

## Scope of Services

### 1. Partial Topographic Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct a topographic and planimetric survey of the improvement. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control. SCE's survey crew will retrieve existing conditions and topographic data within the limits depicted below in red. Additionally, SCE survey crew will locate wetland flags within the limits.

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



**Anticipated Survey Limits**

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one-inch equals twenty-feet (1' = 20') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. All available utility information will be identified and noted at both surface and subsurface level.



The field survey work will depict current site conditions, surface features, and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements.

A Partial Topographic Survey will be created, and, it is understood, will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available.

***If should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a boundary survey be required, a separate proposal for such services will be provided.***

## **2. Preliminary Investigation**

SCE will perform a preliminary investigation and utilize this information to evaluate possible solutions based on the structural and hydraulic needs for the crossing. This preliminary investigation will include investigating different types of culverts and materials while ensuring that the culvert provides the necessary capacity to safely convey the Reeve Branch flow through the new culvert.

During the preliminary investigation SCE will perform a site inspection to review the subject property to observe and investigate the extent of the deterioration of all structures associated with the crossing (i.e. roadway, culvert, headwall, etc.). It is anticipated that SCE will need test pits and/or core drilling performed as part of this phase to determine the exact composition of the existing structure to better design the most appropriate and cost-effective replacement option.

- **Geotechnical Services (Allowance)**

Due to the limited information and unknown backfill and construction of the existing culvert, SCE anticipates that geotechnical services will be required as part of the preliminary investigation. The geotechnical services will serve to provide additional information of the construction of the culvert and be utilized to appropriately identify how the culvert will need to be removed and confirm the design of the proposed culvert.

SCE has working relationships with many geotechnical subconsultants in the local area and is prepared to engage with a subconsultant to provide these services. We have included a budgetary estimate of geotechnical fees in this proposal based on projects of similar scope and size. Upon project authorization, SCE will secure the services of our selected subconsultant. ***Should the geotechnical costs exceed SCE's budgetary estimate, a contract amendment will be furnished to Borough for approval.***



### **3. Construction Documents**

- Prepare Construction Documents

Upon completion of the survey and preliminary investigation, SCE will develop a design for the culvert based on structural and hydraulic needs. It is anticipated that the preliminary and final plans will include the following sheets:

- Title Sheet with Key Map
- Legend, General Notes, and Table of Bid Quantities
- Existing Conditions and Demolition Plan
- Site Construction Plan Sheet
- Site Grading and Drainage Plan Sheet
- Structural Details
- Construction Details Sheet
- Soil Erosion and Sediment Control Notes and Details Sheet

- Structural Engineering Services

Based on SCE's understanding of the project, the Borough has performed an initial inspection of the existing culvert, and the specific construction of the structure could not be determined. However, it is assumed to be a CMP culvert within a reinforced concrete structure.

Once SCE's preliminary investigation is complete, we will prepare structural plans and details for the replacement and/or repairs to all members, pipes, walls, slabs, etc. necessary restore the structure.

### **4. Permitting Services**

- Freshwater Wetlands General Permit 1

Based on the assumption that the footprint of the existing culvert and headwall will remain the same after reconstruction within the Reeve branch, SCE will prepare an administratively complete application for a General Permit #1 – (Maintenance and repair of existing features) in accordance with the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-7 and will make an online submission to the New Jersey Department of Environmental Protection (NJDEP) Division of Land Resource Protection (DLRP). The submission will include required forms, figures, maps, photographs, wetland delineation summary and documentation, proof of public notice, compliance statement, Natural Heritage Program Letter, and permit drawings (Permit and Letter of Interpretation plans).

The issuance of a General Permit will contain a condition that the permit be recorded with the County Clerk prior to any site disturbances. SCE will record the permit with the County Clerk on behalf of the Borough.



- Flood Hazard Area Control Act Individual Permit  
Based on the understanding that the culvert materials will change from a corrugated metal pipe to a pre-cast concrete structure, a Flood Hazard Area Control Act General Permit-by-Certification #10 – (in-kind replacement of a culvert) at N.J.A.C. 7:13-8.10 will not apply. SCE will prepare an administratively complete Flood Hazard Individual Permit application at N.J.A.C. 7:13-11.1 and will make an online submission to the NJDEP DLRP. The submission will include required forms, figures, maps, photographs, proof of public notice, compliance statement, and Natural Heritage Program Letter, and permit drawings. **A Flood Hazard Area Verification is not required for this activity per N.J.A.C 7:13-5.5.**

The issuance of an Individual Permit will contain a condition that the permit be recorded with the County Clerk prior to any site disturbances. SCE will record the permit with the County Clerk on behalf of the Borough.

***It is understood that permit application fees are the responsibility of the Borough and have not been included in our fee.*** If it is determined that the scope of the project needs to be changed or additional changes in permitting are required, SCE will identify the appropriate permits required and notify the Borough prior to commencing the permitting process.

## **5. Bid Phase Services**

SCE will provide the following services in support of the bid phase of this project:

- Final Review of Bid Package and Prepare for Advertising  
SCE will coordinate on behalf of the Borough's digital distribution of bid documents to Contractors and maintain a disposition of bid document plan holders.
- Advertise for Bids  
SCE will prepare and submit a legal notice for the Borough's use in advertising the construction of this project
- Address any Pre-Bid Phase Request for Information by Bidders  
SCE will respond to bidder submitted requests for information (RFIs) received in writing during the advertisement period.
- Issue Contract Clarification and/or Addenda  
If necessary, SCE will coordinate with the Borough and issue addenda to clarify any issues based on RFIs received.

***It is SCE's understanding that the Borough will be handling the bid opening, the preparation of the bid summary, and recommendation of the award. Therefore, these items have been excluded from the proposed scope of work.***



**6. Meetings**

Our proposal includes the following meetings. Additional meetings will be billed on a time and material basis in accordance with the Fee Structure provided below.

- Kickoff Meeting
- Two (2) Progress Meetings
- One (1) NJDEP Pre-Application Meeting

**7. Expense Allowance**

An estimated reimbursable allowance for anticipated project expenses is included as a separate line item below. Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, equipment, and permit applications / associated filing or recording fees. Any third-party incurred reimbursable expenses will be invoiced at SCE's cost plus 15%. Written authorization will be requested in advance for increasing the reimbursable expense allowance, if necessary, to cover any additional expenses. The following are anticipated expenses associated with the scope of services as described above:

- Surveying \$425
- Environmental \$300
- Engineering \$2,000

**Fee Proposal**

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1. Partial Topographic Survey	\$ 4,650
2. Preliminary Investigation	\$ 9,000
o Geotechnical Services (Allowance)	\$ 12,500
3. Construction Documents	\$ 27,750
4. Environmental Permitting	\$ 22,000
5. Bid Phase Services	\$ 3,650
6. Meetings	\$ 2,600
7. <u>Expense Allowance</u>	<u>\$ 2,725</u>
<b>TOTAL ESTIMATED FEE</b>	<b>\$ 84,875</b>

**Project Schedule**

SCE anticipates we will receive authorization from the Borough to proceed on this project within one (1) month of proposal submission. SCE will commence services within two (2) weeks of receipt of the fully executed proposal or agreement. It is assumed that all project



phases and tasks as described above will be performed consecutively, with no significant project schedule delays. The project schedule is dependent upon timely Borough responses and if applicable, weather conditions for fieldwork and governing agency review periods. A significant project schedule delay may result in an adjustment to our fees or issuance of a new proposal for the remaining scope of work to be completed. SCE will communicate with the Borough regularly regarding the project schedule.

### **Services Not Included Unless Authorized**

It should be noted that our fee is based on the specific scope of services as explained above. Additional services and items may be determined to be required during the course of the project that have not been included in our fee proposal. If additional services are required, SCE will provide a contract amendment outlining those services and additional fees and submit to the Borough for approval. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Right of way or boundary line retracement
- Surveying services other than listed above
- Stream cross sections
- Cultural Resources survey
- LSRP Services
- GIS Services
- NJDEP Permitting Fees
- Permitting and Application Fees
- Construction Administration & Observation services
- Traffic Control personnel

### **Fee Structure**

SCE will utilize the following fee structure for the scope of services as outlined above:

- Principal/Project Officer \$195/hour
- Senior Project Manager \$190/hour
- Project Manager \$185/hour
- Senior Project Licensed Professional \$180/hour
- Project Licensed Professional \$170/hour
- Licensed Professional \$160/hour
- Senior Project Coordinator \$180/hour
- Project Coordinator \$175/hour
- Senior Designer/Senior Survey Analyst \$150/hour
- Designer/Survey Analyst \$135/hour
- Senior Environmental Scientist \$150/hour
- Environmental Scientist \$135/hour
- Senior Project GIS Analyst \$160/hour
- Project GIS Analyst \$150/hour



- GIS Analyst \$145/hour
- Senior GIS Technician \$135/hour
- GIS Technician \$125/hour
- Senior GIS Project Coordinator \$150/hour
- GIS Project Coordinator \$145/hour
- Senior Inspector \$135/hour
- Inspector \$125/hour
- Senior Technician \$130/hour
- Technician \$120/hour
- Project Administrator \$135/hour
- Administrative Support \$75/hour
- Equipment Unit Cost
  - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
  - Robotic/LiDAR \$50/hour
  - GPS \$25/hour
  - Environmental Injection Pump & Equipment \$150/day
- Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.
- Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's cost plus 15%.
- Mileage will be billed in accordance with federal prevailing wage.

### **Standard Contract Terms & Conditions**

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

#### Standard of Care

SCE shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration applicable state requirements and project site conditions.

#### Termination of Contract

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

#### Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger",





"operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

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

Force Majeure

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

Dispute Resolution

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

Use of Electronic Media

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



resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by SCE at the beginning of this assignment.

Estimated Fee(s)

Any estimated fee(s) provided above, is/are based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services. Additionally, it is assumed that Bid Phase Services will commence upon conclusion of final design/contract document preparation, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Construction Phase Services

If this Agreement provides any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction and schedule adherence of the project, and that SCE is not responsible for the acts or omissions of any Contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor. It is the Owner's responsibility to advise their Contractor of these terms. Additionally, it is assumed that Construction Phase Services will commence upon conclusion of the Bid Phase services, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment, or services furnished by others, over Contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other



professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. For any damage caused by professional negligence including errors, omissions, or other professional acts, including unintentional breach of contract by SCE, its employees, agents, or subcontractors, SCE's liability and that of its employees, agents, and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents, and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Employee Recruitment Prohibition

For the term of this Agreement and for a period of six (6) months thereafter, Client shall not endeavor to solicit or induce any SCE employee(s) to leave their employment. It is noted that the SCE's workforce is comprised of experienced, skilled, trained, and educated professionals and technicians and the loss of such resources creates a significant burden on the business operation.

**Billing Schedule**

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to Client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the




Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

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

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P14172.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. In accordance with Resolution #R-23-197, SCE is currently pre-qualified with the Borough to provide professional engineering services. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Very truly yours,

**SUBURBAN CONSULTING ENGINEERS, INC.**

By: 

Erin B. Abline, PE, CME, CFM, Assistant Corporate Secretary  
Principal/ Municipal & Land Development Department Manager

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ (Printed Name & Title)