



May 31, 2024
Revised Proposal

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, Permitting, and Landscape Architecture Services
Walz Park
Shark River Road (Block 145, Lots 28.01 & 29.01)
Topographic Survey, Engineering Design, Permitting, & Bid Phase Services
Our File No.: Proposal SCE-P13966.011 Revision B

Dear Mr. Neff:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following revised proposal to the Borough of Tinton Falls (Borough) for Topographic Survey, Engineering Design, Permitting, and Bid Phase Services associated with the Walz Park 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), Licensed Landscape Architect (LLA), or certified Professional Wetland Scientist (PWS) for each respective discipline.

Project Understanding

SCE understands that the Borough would like to develop a passive recreation facility on the Walz Farm property, known as Block 145, Lot 28.01, on the Borough tax maps. The Borough purchased the property a few years ago and recently purchased the adjacent property (Block 145, Lot 129.01) which will provide access directly onto Shark River Road.

The Borough would like to develop the property with the following improvements:

- New walking trails made of a natural material that will wind through the existing open grassed areas and through the wooded area on the western side of the property. The trails should also connect to Thresher Court for pedestrian access to the park.
- A fishing platform, approximately 50-feet (50') long by 15' wide, at the existing pond in the vicinity of the outfall.
- All new electric, water, and sanitary sewer services to the park.
- A new restroom building consisting of separate men's and ladies' rooms. The men's room will consist of one (1) urinal, one (1) water closet, and one (1) lavatory. The ladies' room will consist of two (2) water closets and one (1) lavatory. The restroom will also have a drinking water fountain with a bottle filler. Exterior lighting will be included with the building.

- A playground, size and type to be determined during design.
- Fencing and landscape screening along the adjacent properties.
- A new gate at the driveway entrance into the park.
- A parking lot with a grassed overflow parking area.
- Parking lot and driveway onto Thresher Court will include site lighting.

SCE understands that the Borough would also like to have the existing well on site decommissioned and closed in accordance with current New Jersey Department of Environmental Protection (NJDEP) regulations. SCE also understands that the Borough Department of Public Works will demolish the existing house, garage, and other outbuildings on the site prior to construction of the improvements.

Scope of Services

1. Topographic Survey

SCE will utilize the two (2) provided Boundary Surveys of Block 145, Lots 28.01 and 29.01, (prepared by T&M Associates and dated September 22, 2015, and July 8, 2022) as the basis for depiction of the site boundary lines. It is assumed there have been no changes in record title since and will be the basis for the boundary depicted hereon.

SCE will supplement these surveys with Topographic information as well as verify site improvements.

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 receivers, robotic stations, and Unmanned Aerial Systems (UAS) to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.



Proposed Survey Scope



Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of 1-inch equals 30-feet (1" = 30') to depict the project limits. Topography will be depicted at 1' contour intervals with appropriate spot grade elevations. SCE will utilize available LIDAR data sets, confirming its accuracy is acceptable, for wooded areas while field surveying the improved open areas.

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.

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.

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 Topographic Survey of the project area will be created, and it is understood, will be the basis of the subsequent design and permitting phases described herein.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines by SCE is not included in this scope of work; and the Boundary lines will be referenced by others. Should a boundary survey be required, a separate proposal for such services will be provided.

2. Geotechnical Investigation Phase

SCE will retain the services of **Johnson Soils Company (JSC)** to complete a geotechnical investigation of the soils within the site to determine suitability of the soils as subbase material and permeability for stormwater management. It is anticipated that JSC will complete three (3) borings to an estimated depth of 35' or refusal. JSC will collect samples for classification and record blow counts for the full depth of each boring. JSC will collect split spoon samples continuously to a depth of 12' and at 5' intervals thereafter. JSC will also dig two (2) test pits to a depth of 10' or refusal. JSC will prepare a soil log and record the depth to groundwater for each boring and test pit.

JSC will provide a geotechnical report summarizing their findings and providing bearing capacities of all subgrade strata soils; evaluation of the structural subsurface conditions; field and laboratory test results including soil classification using the Unified Soil Classification System and permeability testing in accordance with the NJDEP Best Management Practices (BMP) Manual; soil boring logs and location plan; recommendations for foundation design;



suitability of on-site soils for reuse as compacted fill; and groundwater levels and dewatering recommendations, if required.

3. Preliminary Engineering Design Phase

Upon commencement of the preliminary engineering design phase, SCE will initiate a project kick-off meeting with the Borough to verify that all goals will be investigated to be incorporated in the base design. It is anticipated that the previously prepared concept plan will be reviewed along with copies of any other documentation available for the site.

SCE will prepare a preliminary design for the site based on the information provided during the proposal stage and at the project kick-off meeting. The preliminary design will consist of a site conceptual layout plan and a site grading and drainage plan. Information regarding the proposed playground equipment and the restroom building will be provided for review by the Borough. It is anticipated that the restroom building will be a prefabricated building.

SCE anticipates that the fishing platform at the pond will consist of a pressure treated lumber structure with composite decking and railings.

SCE will design the foundations of the prefabricated restroom building and the fishing platform. For the restroom building, SCE anticipates slab on grade construction with spread footings for which SCE will provide the foundation design, plans, and details. Calculations and loads will need to be provided by the building fabricator/designer prior to the design of the foundations. For the fishing pier, SCE anticipates a foundation system of timber piles, for which SCE will provide details and a plan layout based on the geotechnical Engineer's recommendations.

A Preliminary Construction Cost Estimate based on the preliminary plan and estimated construction costs will be prepared for the project. The estimate will be prepared utilizing the ordinary and reasonable skill and care usually exercised by Design Professionals performing similar services.

SCE will evaluate the site's current drainage patterns and develop a recommendation for drainage improvements to address any site deficiencies within the area of the proposed improvements. Drainage design will be based on current NJDEP Stormwater Management regulations and Soil Erosion and Sediment Control (SESC) standards and will be sized to accommodate 25-year frequency storms and preserve the existing site drainage patterns as closely as possible. **Off-tract drainage system improvements are not anticipated for this project.**

Improvements such as inlets, pipes, and other structural and non-structural BMPs will be considered and implemented, per the latest New Jersey Stormwater Rules, where appropriate. A letter report on drainage facility design recommendations will be developed and will be used for documenting design parameters for the required permits. A drainage report will also be prepared to verify compliance with local ordinances.



SCE anticipates that new utility services will be extended into the site from Shark River Road for water, electric, and sanitary sewer. Existing services on the site will be abandoned and removed. SCE will contact the local utility services to coordinate the requirements for each new service.

One (1) electronic set of preliminary plans and a preliminary construction cost estimate will be provided to the Borough for review.

The SCE team will be available for meetings with the Borough, appropriate project stakeholders identified by the Borough, and regulatory agencies to provide appropriate copies of design information and documents for exchange of information and facts associated with the facility. We anticipate attending a maximum of two (2) non-public type meetings during this phase.

SCE will respond to Preliminary Plan Review comments from the Borough.

4. Permitting Phase

SCE has reviewed available documentation to determine environmental constraints on the site and to estimate the permitting requirements for this project. Based on NJDEP GeoWeb, the site has state mapped wetland areas and the Reeve Branch Unnamed Tributary (UNT) (FW2-NTC1), category-1 stream, that flows through the on-site pond.

Soil Erosion & Sediment Control Certification

The proposed project will disturb greater than 5,000 square feet (SF), requiring a plan certification. SCE will prepare and submit an application package, on behalf of the Borough, to the Freehold Soil Conservation District (FSCD) for certification. ***It is understood that permit application fees are the responsibility of the Borough and are not included in our fee. SCE will request a check from the Borough for the required application fees a minimum of two (2) weeks prior to the anticipated submittal.***

The proposed project will disturb over one (1) acre, requiring an NJDEP 5G3 General Stormwater permit. SCE will prepare and submit an on-line application to the NJDEP on behalf of the Borough for this permit. Because this is an on-line application, ***the invoice for application fees will be sent by NJDEP directly to the Borough.***

Wetland Delineation and Documentation

Based on our understanding of the project location, freshwater wetlands have been mapped by the NJDEP State Mapping (2012) to potentially exist on the subject property. Therefore, SCE will delineate freshwater wetlands and state open waters on and within 150' of the parcel in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989). This is the wetland delineation methodology accepted by the NJDEP.

The wetland delineation will be contained to Block 145, Lots 28.01 and 29.01. Wetland delineation flags placed onsite will be surveyed under the Topographic Survey task outlined above and placed on a plan suitable for submission to NJDEP.



NJDEP Freshwater Wetlands General Permit #17/17A, and #19 Applications

SCE assumes that new proposed structures, utilities, parking areas, and stormwater management basin will be placed outside of a wetland or wetland transition area. Based off the concept plan provided illustrating proposed walking trails within potential wetland transition areas and a fishing dock along a regulated waterbody, SCE will prepare an application for General Permit #17/17A (trails and boardwalks) and #19 (docks and piers), in accordance with the Freshwater Wetlands Protection Act Rules at NJAC 7:7A-7.17 and 7:7A-7.19 and make an online submission to the NJDEP Division of Land Resource Protection. 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. Additional permits, if determined to be required after the wetland delineation task, will be presented as an amendment to this proposal.

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 to the extent legal services are not required and provide proof of recordation to NJDEP.

NJDEP Flood Hazard Area Individual Permit Application

The proposed construction of new water, sewer, gas, and electric utilities, a restroom building, and walking trails within the 300' riparian zone of the Reevy Branch UNT (FW2-NTC1) are regulated by NJDEP under the Flood Hazard Area Control Act Rules at NJAC 7:13. Based off of a USGS Streamstats Drainage Basin Characteristics Report, SCE assumes that the drainage area for the Reevy Branch UNT on site is less than 50-acres and that no regulated flood hazard area is present on site and within the area of the proposed work. Due to the disturbances proposed, an Individual Permit is required. An application for Verification of the riparian zone of the Reevy Branch UNT is included within this Individual Permit Application.

The Individual Permit application will include the required forms, figures, maps, photographs, Natural Heritage Program Letter, Environmental Report, Engineering Report, proof of public notification, and permit drawings (prepared and signed by SCE based off the provided design plans).

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 to the extent legal services are not required and provide proof of recordation to NJDEP.

It is understood that all permit application fees, and permit 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. Final Engineering Design & Construction Document Phase

This phase of the project will be comprised of preparation of construction documents for enabling public bidding and construction of the subject project. The final design services will also include the preparation of construction specifications, where required, that explain the limits of construction, detailed scope of work, and material specifications. Detailed stipulations of requirements for installation of each item of the project will be provided for maintaining control of the project.

Construction plans will include, but not be limited to, the following:

- Cover Sheet with Key Map.
- Legend, General Notes, and Quantities Sheet.
- Site Construction and Layout Plan Sheets.
- Site Grading and Drainage Plan Sheets.
- Site Landscape Plan Sheets.
- Site Utility Plan Sheets.
- Construction Details Plan Sheets.
- Soil Erosion and Sediment Control Plan, Notes, and Details Sheets.

Complete Specifications will be prepared in accordance with project requirements. Technical specifications will be prepared in New Jersey Department of Transportation (NJDOT) format as additions and revisions to the current NJDOT Standard Specifications for Road and Bridge Construction including all baseline document changes. Administrative specifications (front end) are anticipated to be provided by the Borough. However, if the Borough does not have standard administrative sections, SCE will provide a set of administrative specifications for review and approval of the Borough.

A Final Engineer's Estimate using the final construction quantities and estimated construction costs will be prepared for the project. The estimate will be prepared utilizing the ordinary and reasonable skill and care usually exercised by Engineers performing similar services. We will submit copies of the Engineer's Estimate for review by the Borough.

As part of the final design phase, SCE will prepare the necessary specifications and details for the decommissioning of the existing well on site. **Actual decommissioning will be completed by a licensed well driller as part of the construction.**

One (1) set of final design plans, a current construction cost estimate, and final design specifications will be furnished to the Borough for review and comment. Upon receipt of comments, SCE will complete the development of the construction documents.

6. Advertisement & Bidding Phase

SCE will assist the Borough with the bidding process, clarify any ambiguities, answer questions from potential bidders, prepare technical responses to bidders' questions for an addendum (if necessary), and review the bid proposals and qualifications of the bidders with the Borough. Upon review of the bids received, SCE will prepare a bid tabulation summary and recommendation of project award.



SCE will take the lead in this process and work to electronically distribute bid documents to interested parties. Costs associated with this approach have been included in the fee proposal for one (1) single bid period.

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, 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 \$1,800
- Environmental \$ 500
- Engineering / Misc. \$ 600

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. Topographic Survey	\$ 23,900
2. Geotechnical Investigation Phase	\$ 14,350
3. Preliminary Engineering Design Phase	\$ 44,400
4. Permitting Phase	\$ 31,150
5. Final Engineering Design & Construction Document Phase	\$ 46,150
6. Advertisement & Bidding Phase	\$ 5,400
7. <u>Expense Allowance</u>	\$ 2,900
TOTAL ESTIMATED FEE	\$ 168,250

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:

- Surveying services (other than indicated above).
- Boundary Survey.
- Bathymetric surveying of any water features.
- Setting missing corner markers.
- Permit application fees and permit fees.
- Review agency required revisions.
- Zoning Board and Planning Board application preparation.
- Additional Client meetings, other than specified.
- Public meetings as expert witness.
- Architectural services.
- Off-tract improvements design.
- Phase IA Cultural Resource Investigation.
- Threatened or endangered species habitat evaluations or target surveys.
- Flood Hazard Area Hardship Exception.
- Wetland Individual Permit application.
- Wastewater management plan amendment services.
- NJDEP Treatment Works Approval (TWA) and New Jersey Pollutant Discharge Elimination System (NJPDES) permitting services.
- Environmental impact statement.
- Licensed Site Remediation Professional (LSRP) services.
- Owner or Contractor-initiated changes.
- Construction administration & observation services.

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-P13966.011) 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: _____
Joseph D. Perello, LLA, RLA, ASLA, PP, Vice President

Accepted this _____ Day of _____ 20____

By: _____
_____ (Printed Name & Title)