



Taylor Wiseman & Taylor

ENGINEERS | SURVEYORS | SCIENTISTS
SUBSURFACE UTILITY ENGINEERING

804 East Gate Drive, Suite 100, Mt. Laurel, NJ 08054
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www.taylorwiseman.com

March 22, 2024
#92010.0022.24

RE: Rittenhouse Park Site Repairs
Design, Permitting, Cost Estimate, and
Assistance through Construction
Willingboro
Burlington County, NJ

Mr. Michael S. Simone, Esq.
The Simone Law Firm, P.C.
700 Professional Plaza
700 Route 130, Suite 201
Cinnaminson, NJ 08077

Dear Mr. Simone:

Taylor Wiseman & Taylor (TWT) is pleased to submit for your review and approval our Proposal for Professional Services in connection with the above-referenced project.

Contract items and fees are outlined in the attached *Description of Services and Fees*.

Also attached are the General Provisions of Contract, which outline the terms and conditions of the services to be provided.

We thank you for the opportunity to submit this proposal for the above-referenced project and look forward to working with you. If you have any questions, please do not hesitate to call.

If this proposal is acceptable, please sign in the appropriate space below, initial each subsequent page, and return a copy to our office. Thank you for this opportunity to be of service.

Accepted for Taylor Wiseman & Taylor

Cleighton D. Smith, PE, CFM
Project Manager

Gary V. Vecchio, PE
Senior Project Manager

I hereby state that I am an authorized representative or agent who has the authority to enter into a contractual agreement for the below listed client. I further understand that upon signing this agreement it is binding upon the Client and the Client agrees to accept all terms and conditions of this proposal. Having such knowledge, I hereby enter into a contractual agreement with Taylor Wiseman & Taylor for the services listed within this proposal.

Accepted for: The Simone Law Firm, P.C.

By _____
Authorized Representative

Date _____



Date: March 22, 2024
 Contract #: 92010.0022.24
 Client: The Simone Law Firm, P.C.

DESCRIPTION OF SERVICES AND FEES

1. Design of Repairs to Areas of Concern (88881) Fixed Fee - \$13,000.00

Design drawings and a design report will be prepared for the five Areas of Concern (AOCs). The design solutions will be guided by the soil sampling performed by Underwood Engineering, Inc., under sub-contract to TWT.

In addition, the designs will require Flood Hazard Area and/or Fresh Water Wetlands permits from the NJ Department of Environmental Protection (NJDEP). TWT will perform the verification of the Flood Hazard Area of Mill Creek, while our subconsultant DuBois Environmental will perform the wetlands delineation as well as the DEP permit submittal.

2. Flood Hazard Area/Riparian Zone Verification (00962) Fixed Fee - \$2,000.00

The design report will include a section covering the verification of the flood hazard area and riparian zone of Mill Creek, according to the NJDEP regulations NJAC 7:13, revised July 17, 2023.

3. Soils Testing (Underwood Engineering, Inc.) (88881) Fixed Fee - \$6,550.00

See attached proposal from Underwood Engineering, Inc.

4. Wetland Delineation, NJDEP FHA and FWW Permit Submittals (DuBois) (E0031) Fixed Fee - \$13,200.00

See attached proposal from DuBois Environmental.

5. Wetlands Location Plan (61210) "Time Charge" Estimated Fee - \$5,000.00

Services include the field location and office processing of wetlands flagging set by TWT's environmental consultant (DuBois), and the compilation of a plan suitable for submission to the NJDEP (by others).

This item does not include the location of any wetlands delineated on adjoining properties. If NJDEP requires wetlands to be delineated and located on adjoining properties, the Client will be responsible to secure permission for this work from adjacent landowners prior to entry by Taylor Wiseman and Taylor.

Note: If necessary, submission to NJDEP will be the subject of a separate proposal.

The fee herein stated is estimated and based upon an approximate total of 700 linear feet of wetlands lines.

6. Proposed Easement Descriptions (60320) Fixed Fee - \$2,500.00

This task includes the preparation of up to five (5) metes and bounds descriptions for proposed easements, with exhibit plans, suitable to incorporate into a deed for recordation. The easements proposed may be required for construction of design solutions.

These proposed easement descriptions and exhibit plans will be based on the survey previously prepared by this firm.



7. Meetings with HOA, Township (00290)

**"Time Charge"
Estimated Fee - \$1,000.00**

Includes attendance at project meetings with HOA, review agencies and Municipal Officials.

**Total Fixed Fee Items: \$37,250.00
Total "Time Charge" Estimated Fee Items: \$6,000.00**

The scope of services is limited to the work elements above. The following tasks and others that are not listed here may be required but are not listed in this proposal. They may be provided by TWT, or others, at additional cost:

- Township Application and Notices
- Individual Tree Locations
- Any survey task or service not specifically listed in the Scope of Work;
- Topography and/or stream cross-sections; Setting property corners;

Client must provide/facilitate access to the Site, and notification to adjacent owner/occupants;



GENERAL TERMS AND CONDITIONS (Rev.001)

All work listed under "Scope of Services" is to be performed in accordance with the "General Terms and Conditions" (below) and any other specific Addendum or Terms & Conditions listed herein and attached hereto.

1. **LIMIT OF PROPOSAL:** The proposal aspect of this document will be valid for 45 days from the date of execution by Taylor, Wiseman & Taylor (TWT). If not accepted by the client within this time period, it shall become null and void. The contract aspect will expire 12 months from the date of Acceptance by the client. Any work not completed within this time period will be subject of a new Proposal/Contract.
2. **PROPRIETARY NATURE OF PROPOSAL:** The technical and pricing information contained in this proposal is confidential information and proprietary property of TWT. Client agrees not to use or disclose this information to any third party without the prior written consent of TWT.
3. **BILLING METHODS AND PROCEDURES:**
 - a) **Fixed Fee:** Billing will be based on total fee quoted for the services outlined in the "Description of Services and Fees" Section of the Proposal/Contract.
 - b) **Time Charge:** Billing will be based on direct wages charged to the project times a multiplier of 3.2 to cover overhead and profit. The Maximum Fee quoted for the services outlined in the "Description of Services and Fee" section of the Proposal/Contract refers to the product of this computation. Attendance by professionals at meetings will be billed hourly, portal to portal.
 - c) **Periodic Billing:** Invoices will be issued on a monthly basis, or when certain tasks have been completed and will be due when rendered. Unless TWT receives written notice that the Client disputes the invoice within 30 days of the invoice date, the invoice will be presumed correct. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of such invoice as required by this Contract. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim. Client may only withhold payment for those specific services Client claims were improperly performed.
 - d) **Reimbursable Expenses: Additional charges will be made for the following:**
 - (1) Printing and document reproduction at retail cost, postage, delivery, overnight and certified mail, etc.
 - (2) Travel expenses (mileage, tolls parking and lodging). Mileage will be invoiced at the current standard rate published by the Internal Revenue Service.
 - (3) Out-of-pocket expenses.
 - (4) Cost plus 12 percent of outside consultants if included in description of services and fees.
 - e) **Changes and Additional Services:** The proposed fee and schedule are TWT's best estimate of charges and time required to complete the "Scope of Services". Fee and schedule commitments are subject to change as a result of changes in the scope of services, changes in regulations governing the project, delays, unknown field conditions, Client's failure to provide required information, acts of God, or changes or additional services requested by regulatory agencies. All changes and additional services will be invoiced on a time and material basis as outlined under Item 3:b "Time Charge" herein.
 - f) **Retainer:** A retainer in the amount aforementioned is required, along with a signed copy of the proposal, as a signed agreement for the services listed. TWT retains the right at its sole discretion, to refrain from starting work or to stop work if already commenced on this project if the retainer and/or signed copy of this proposal are not on file with TWT. This retainer will be applied to the final billing of the project.
 - g) **Payment for Services:** Payment is due upon receipt of invoices. Payment for services will be in accordance with the pricing provided in our proposal, based on the percentage of work performed on each task, utilizing the Description of Services and Fee Schedule effective at the time the services are performed. Payment of fees to TWT for professional services rendered is in no way contingent upon approval of our plans or documentation by any reviewing agency.
 - h) **Delinquent Accounts, Interest & Collections:** Any project account delinquent beyond thirty (30) days may result in the services ceasing until such time that the account becomes current. Client shall indemnify and hold harmless TWT for any claims associated with such suspension of services. Client agrees to pay interest on overdue balances at the rate of 1.5% per month on all invoices past 30 days, starting from the invoice date. In the event that a collection agency or legal proceedings are necessary for collection of unpaid invoices, Client agrees to pay all attorney's fees, costs and expenses of such collection. Any deliverable produced under the "Scope of Services" will not be released to the client or submitted to any agency or any other party unless all outstanding invoices have been paid in full. Delinquency of an account will constitute just cause for cessation of services on the project and may at the option of TWT be considered as termination of the Contract by the Client. By the Client accepting the benefit of such services provided as described in this Proposal, the Client consents to personal and subject matter jurisdiction in the State and County of TWT's choosing the selection of which is at the sole discretion of TWT for any collection action, legal proceedings and/or private Arbitration caused to be initiated by TWT as a result of the failure of the Client to make timely payment for services rendered. It is agreed that the venue and forum of any and all such actions will be determined at TWT's sole discretion.
4. **STANDARD OF CARE:** The standard of care for all professional engineering, surveying, and related services performed or furnished by TWT under this Agreement shall be provided consistent with and limited to the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TWT makes no warranties, express or implied, under this Agreement or otherwise, in connection with TWT's services. TWT and its consultants may use or rely upon the design services of others, including but not limited to, contractors, manufacturers and suppliers. Accordingly, Client should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.
5. **INSTRUMENTS OF SERVICE:** All documents prepared by TWT are "Instruments of Service" with respect to the project referenced in this Contract and shall not be used for other projects, for extension of this project beyond the scope of this proposal, for additions to this project or for completion of this project by others. All Instruments of Service shall remain the property of TWT and in no case shall the transfer of these instruments be considered a sale.
6. **OWNERSHIP OF WORK:** All reports, plans, specifications, computer files, field data, notes and other documents prepared by TWT under this Contract in either electronic or tangible media form, shall remain the property of TWT. TWT shall retain all common law, statutory law and other ownership and property rights in the documents, including copyrights therein. TWT will not be responsible for providing copies of records and documents for the project in case of fire, theft or other causes.
7. **NO THIRD PARTY BENEFICIARIES:** This agreement is made between TWT and the Client, and all instruments of service produced by TWT are for the sole and exclusive benefit and use of the Client. This agreement does not confer upon any third person any benefit or right of reliance upon this agreement or upon the services or deliverables provided. TWT specifically disclaims liability or obligation to any third persons. Any use or reproduction of these drawings or other documents, in whole or in part, without the express prior written consent of TWT, is strictly prohibited.
8. **USE OF WORK:** The documents prepared under this Contract are for use on this project for the scope of services defined in this Contract only and are not appropriate for use for extension of this project beyond the scope of services of this Contract, additions or alterations to this project, completion of this project by others, or for use on any other projects by the Client or any third party without first obtaining written consent from TWT. Use or re-use of these documents in violation of this clause is prohibited and shall be at Client's sole risk, without liability or legal exposure to TWT. The Client hereby expressly agrees to defend, indemnify and hold TWT harmless from any unauthorized use or re-use of any document.



Terms and Conditions for CAD and/or other Electronic/Digital Files:

- a) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless TWT and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the use of the CAD files by the Client, or by third party recipients of the CAD files from the Client.
- b) **Ownership:** All information on the CAD files is considered Instruments of Service of TWT.
- c) **Compatibility:** TWT makes no representation as to the compatibility of the CAD files with any hardware or software.
- d) **Drawing Titles:** Since the information set forth on the CAD files can be modified unintentionally or otherwise, TWT reserves the right, at its sole option, to remove all indications of its ownership and/or involvement from each drawing file.
- e) **Accuracy of Files:** TWT makes no representation regarding the accuracy, completeness or permanence of the CAD files, or for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated. In the event of a conflict between TWT contract drawings and the CAD files, the contract drawings shall govern. It is the Client's responsibility to determine if any conflicts exist. The editable electronic CAD files shall not be used as Contract Documents as defined by the General Conditions of the Contract for Construction; only signed sealed plans or non-editable electronic copies of signed sealed plans may be used as Contract Documents.
- f) **Dimensional Responsibility:** The use of CAD files as a base for shop drawings preparation shall not in any way obviate the Client's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and installation.
- g) **Licensing Fee:** TWT believes that no licensing fees are due to others on account of the transfer of the CAD files; but, in the event that any are, the Client will pay the appropriate fees and hold TWT free from such claims.

9. **CONSENT TO ENTRY AND SITE ACCESSIBILITY:** The Client will be responsible for providing accurate information to TWT as to the Client's requirements for the project. The Client will assist TWT by providing all the information pertinent to the site of the project, including previous reports and any other data relative to the project. TWT will not be responsible or liable for reliance upon inaccurate and/or incomplete information provided to TWT by the Client. This especially includes mark out of utilities for drilling purposes or any other subsurface investigation. The Client hereby grants unconditional consent to TWT to allow access to the properties in question for the purpose of conducting the work outlined in the "Scope of Services". TWT shall be held harmless for any trespass claims resulting from the services contracted above. If the Client is not the property owner of the referenced properties, the Client shall obtain consent from the owner for access to the property to complete the scope of services to be performed. The Client therefore agrees to remove all equipment, material, automobiles and other items from the areas proposed for TWT's services. If TWT arrives at the site to perform its services and cannot access these areas, no work will be performed at that time. TWT will leave the site, reschedule the work, and invoice the Client for the visit to the site as additional services. While TWT will take reasonable precautions to minimize damage to property, it is understood that in the normal course of work some disturbance may occur to surface features, the correction of which is not part of this agreement.

10. **CONSTRUCTION:**

- a) **Responsibility:** The Client agrees to immediately contact TWT personnel should a construction or construction location problem develop on a project approved under this Contract. The solution to the alleged problem must be agreed to by both the Client and TWT. Participation in the problem-solving process by TWT will only take place if TWT has been contacted prior to any attempts to resolve the problem. If TWT is not contacted or contacted after steps have been taken to resolve the problem Client agrees to assume all responsibility for any additional costs or liabilities.
- b) **Construction Cost Estimates:** Construction Cost Estimates, if provided in the "Description of Services and Fees" section, are prepared based on TWT's best judgment as experienced and qualified professionals, familiar with the construction industry. However, since TWT has no control over the cost of labor, materials or services furnished by others, or over competitive bidding practices or market conditions, there is no guaranty that actual construction costs will not vary from the estimate provided.
- c) **Construction Observation:** Unless otherwise specified in the "Description of Services and Fee" section of the Proposal/Contract, services for the item "Observation of Construction" do not include full-time, detailed inspection. "Observation of Construction", if requested, is provided to keep Client informed of the progress of construction and its general conformity to design plans and/or specifications. No certification will be made to the specific conformity of the construction to these documents.

11. **SURVEY:**

- a) **Construction Layout:** After construction control stakes, if listed in the "Description of Services and Fee" section have been set in the field, it shall be the responsibility of the Client to protect same. Any re-staking required as the result of removal or disturbance of the stakes initially set, will constitute an extra item of work. These services will be billed on a Time Charge basis, either as noted in the "Description of Services and Fee" section of the Proposal/Contract, or in an addendum to same.
- b) **Boundary Retracement Surveys:** If this Agreement, within the scope of services, contains provisions in which TWT is to provide Survey services, the following assumption applies: the materials required to complete this survey (i.e., deeds, prior surveys, record plans or physical evidence) are available and generally error and conflict free and meet the standard of care currently practiced in the Northeastern and Mid-Atlantic areas of the United States. Under this assumption, most Boundary Retracement Surveys can be completed within reasonable time frames and efficiencies. However, in a small percentage of surveys, errors, conflicts and deficiencies with the record information and physical evidence may cause significant problems in resolving the boundary. It is not possible to discover those problems until well into the analytical and decision making process. When such problems are discovered, the assumption stated above is no longer deemed valid. TWT, therefore, reserves the right to revise the original scope of service defined herein. The Client will be advised and authorizations to proceed with additional services must be acquired before TWT can complete its services.

12. **PERMITS AND APPROVALS:** TWT does not imply or guarantee the approval or issuance of permits by any individual or agency. TWT will endeavor to prepare applications for such permits and approvals in conformance with applicable requirements. However, in view of the complexity of these matters, the frequent changes in applicable rules and regulations, and the sometimes conflicting interpretations of these rules and regulations by the authorities, TWT cannot guarantee that any such application will be considered complete or will conform to all applicable requirements. Client may choose to retain, at the Client's sole expense, legal counsel for the review of certain matters and to certify completeness. The Client is responsible for the filing of any documents, plans, legal descriptions, permit conditions, etc. that are required as a condition of any approval obtained for the project, as well as the tracking of any stated expiration dates.

13. **EXCLUSIONS:** Items of work not expressly identified in this Contract including but not limited to the following items of work are specifically **excluded:**

- a) Engineer shall not at any time supervise, direct or have any control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- b) Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.



- c) Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors, agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretation or clarification of the construction contract given by Owner without consultation and advice of Engineer.
- d) The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of its services on the portion of the project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- e) Performance of any changes in the submission documents (plans, reports, etc.) requested by the Client and/or any changes or revisions to the submission documents beyond our control required by any reviewing agency after the initial submission of the submission documents.
- f) Any revisions to the submission documents required as a result of changes in zoning or land use ordinances made after the initial submission of the plan.
- g) All application, escrow, witnessing, review, inspection fees and escrow accounts required by any reviewing agency and/or its consultants shall be the sole responsibility of the Client and are not included as part of this proposal.
14. **INSURANCE:** TWT maintains at its own expense Professional Liability, Workman's Compensation, Auto and General Liability Insurance. Upon request, a certificate of insurance will be provided to the Client. Under no circumstances shall the Client or any third party be named as an "additional insured" on the Professional Liability insurance maintained by TWT.
15. **LIMITS OF LIABILITY:** In performing all of the services listed above, TWT will rely on the plans and documents provided by the Client. TWT accepts no liability for the following items with regard to these plans and documents provided by the Client, or the existing conditions on the site as follows:
- Any errors or omissions in the plans and documents supplied by the Client (either in hard copy or electronic media format).
 - The impact these errors and omission may have on TWT's services.
 - Changes in State, regional or local regulations that may require the alteration of the plans and our services.
 - Incorrect construction of the project due to stakes which have been moved or destroyed.
 - Delays to our services caused by changes in scope, Client's failure to provide specified facilities or information, security verification at source points of entry to the site, delays by other consultants/contractors or others, and/or acts of God.
 - Underground and/or unknown conditions on the site, such as utility locations and/or depth, environmental violations or penalties, hazardous waste, etc
- To the extent any liability can be imposed on TWT, said liability is limited only to damages directly arising of services performed by TWT to the specific scope of services in this Contract that do not rely upon an error or omission in plans or documents supplied by the Client.
16. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless TWT, its officers, directors, employees and sub consultants/contractors against all claims, damages, liabilities, losses or costs, whether direct, indirect or consequential, including reasonable attorneys' fees and defense costs, against TWT arising from the acts or omissions of work performed by others. The duty to defend and hold harmless under this provision arises upon service of a notice of claim or filing of a complaint in a court of competent jurisdiction.
17. **RISK ALLOCATION:** The Parties acknowledge that TWT is exposed to risks significantly greater than any potential benefit by virtue of entering into this agreement for Consulting Services with Client. In addition to potentially significant unforeseen risks, a principal risk is the potential for human error by TWT. For Client to obtain the benefit of a reasonable fee, which includes a nominal allowance for apportioning TWT's potential liability, Client agrees to limit TWT's liability to Client and to all other Parties for claims arising out of TWT's performance of the services described in this agreement. The aggregate liability of TWT to Client or any other Parties shall not exceed two (2) times the Contract fee or available insurance, whichever is less, for any claim including but not limited to a claim for breach of contract and/or negligent professional acts, errors, or omissions advanced by Client or any other Party subject to this Agreement. In the event that a court of law of competent jurisdiction determines the foregoing Risk Allocation to be unenforceable as a matter of law, then only that portion of this Agreement shall be void and TWT's limit of liability for any claim for breach of contract and/or negligent professional acts, errors, or omissions advanced by Client or other Parties subject to this Agreement shall not exceed the indemnity limits of any applicable primary and or excess liability insurance policy that may provide coverage for the claim(s). Client and TWT each recognize that additional limits of professional liability insurance coverage for TWT can be purchased for this Project and paid for by Client as a reimbursable expense pursuant to this Agreement. Any requests by Client that TWT increase its limits of professional liability insurance coverage must be made in writing to TWT within fourteen (14) days of the date of this Agreement.
18. **ACCRUAL OF CAUSE OF ACTION:** Causes of action between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
19. **TERMINATION OF SERVICES:**
- a) **By Client:** The Contract may be terminated by providing seven (7) days prior written notice to TWT via Certified Mail. All services will cease within 24 hours of receipt of this written notice (effective date of termination). In the event the Client agrees that the final invoice will be based on the percentage of services completed up to the effective date of termination if the Contract has been based upon fixed fee pricing, or the time and direct expenses incurred to the effective date of cancellation if the Contract is based upon time charge pricing. In addition, the Client agrees that an equitable adjustment will be added to cover any costs incurred by TWT for commitments made prior to receipt of the written notice of termination. Any retainer held will be applied to this final invoice and the balance due, if any, will be immediately due and payable. Any refund will be sent to the Client within 45 days from the date of receipt of the written termination. No work product will be released to the Client, regulatory agencies or any other party until final payment has been received by TWT.
- b) **By TWT:** TWT reserves the right to terminate this Contract for any one of the following reasons: (a) a delinquent account that is sixty (60) days past due, or (b) a conflict of interest which was not apparent at the time the Contract was executed, or (c) inability to complete Contract in a reasonable length of time due to circumstances beyond their control. The terms and conditions of termination for events (b) and (c) shall be the subject of good faith negotiations between both parties with the object of minimizing the financial impact on either party. If TWT elects to terminate this Contract, written notice of termination will be provided to the Client via Certified Mail, and a final invoice will be prepared in accordance with the paragraph above.
20. **ENTIRE AGREEMENT:** The content of this document including Cover Letter, Descriptions of Services and Fees, and General Provisions of Contract, together with any Addenda to same, constitutes the entire agreement between TWT and the Client. All of TWT's communications, actions and documentation relative to the Project shall be covered by this agreement. Nothing herein is to be considered to be inferred or implied, and supersedes all prior negotiations, representations or agreements either written or oral.
21. **SEVERABILITY:** In the event a Court of competent jurisdiction finds any provision of this Contract to be invalid or unenforceable, the invalidity or unenforceability of that provision of this Contract shall be limited to that provision and shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.



**PROFESSIONAL SERVICES
BILLING RATES 2024**

ENGINEERING & RELATED SERVICES

	<u>HOURLY RATE</u>
Senior Project Manager	\$215.00
Project Manager	\$207.00
Engineer II	\$181.00
Engineer III	\$168.00
Senior CADD Technician	\$139.00
CADD Technician	\$114.00
Planner	\$210.00
Landscape Architect	\$171.00

SURVEYING SERVICES

Senior Survey Project Manager (Registered PLS)	\$218.00	
Project Manager (Registered PLS)	\$177.00	
Project Manager	\$142.00	
Senior CADD Technician	\$128.00	
CADD Technician	\$105.00	
Field: 1-Person Crew (GPS / Robotic)	\$141.00	(Regular)
Field: 1-Person Crew (GPS / Robotic)	\$193.00	(Prevailing Wage)
Field: 2-Person Crew	\$228.00	(Regular)
Field: 2-Person Crew	\$323.00	(Prevailing Wage)

GEOSPATIAL SERVICES

Project Manager	\$160.00
Senior CADD Technician	\$145.00
CADD Technician	\$119.00
Field: 1-Person Crew (Terrestrial Scanning)	\$150.00
Field: 2-Person Crew (Terrestrial Scanning/Aerial 3D LiDAR)	\$300.00

SUBSURFACE UTILITY ENGINEERING

Senior Project Manager	\$207.00
Project Manager	\$177.00
Field Coordinator	\$129.00
Senior CADD Technician	\$123.00
CADD Technician	\$99.00
Field: Designating (Minimum 8 hours)	\$198.00
Field: Locating - Vehicle & 3-Person Crew (Minimum 8 hours)	\$283.00
Field: Locating - Vehicle & 4-Person Crew (Minimum 8 hours)	\$354.00
Field: Record Research	\$129.00
Traffic Control: 2-Person Crew	\$201.00
Traffic Control: 3-Person Crew	\$270.00



**PROFESSIONAL SERVICES
BILLING RATES 2024**

ENVIRONMENTAL SERVICES

Senior Project Manager	\$186.00
Project Manager	\$154.00
Senior Geologist	\$135.00
Environmental Scientist	\$113.00
Permit Coordinator	\$104.00

MISC.

Principal	\$249.00
Court Testimony	\$387.00

Additional administrative and support staff will be utilized as needed and billed per our time charge method of billing as described in our General Provisions of Contract. Direct expenses to be negotiated on a Work Order basis, such as, but not limited to, special equipment costs and per diem costs. (Rates are Portal to Portal)

REIMBURSABLE EXPENSES 2024

Reproduction

Mylar	\$2.00 / sq. foot
Engineering Bond	\$0.25 / sq. foot
Color Plot	\$2.00 / sq. foot

Small Format: Black & White

8.5 x 11	\$0.25 / side
Legal	\$0.25 / side
Ledger	\$0.50 / side

Travel

Mileage	current standard rate, per IRS
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Postage & Shipping

UPS / USPS / FEDEX	Cost + 10%
Misc.	Cost + 10%



1 Keystone Avenue, Suite 300, Cherry Hill, NJ 08003

P.O. Box 3520 Cherry Hill, NJ 08034

Ph: 856-933-1818

William R. Underwood, P.E. - President

2/27/2024

Taylor Wiseman & Taylor
804 East Gate Drive
Suite 100
Mt. Laurel, NJ 08054

Attn.: Cleighton D. Smith, PE

**Re: Rittenhouse Park Preliminary Soils Investigation
Proximity of 18 Raleigh Place, Willingboro, NJ**

We are pleased to quote the following prices on the project referenced above.

I Mobilization of Track Mounted Drilling Equipment

Assumes site is accessible to truck mounted drill \$1,000.00

II Soil Borings

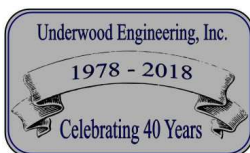
Perform 2 soil borings to 40 foot depths utilizing drilled in casing. Determine standard spoon penetration resistance per six (6) inches(140# hammer 30" drop) at each five (5) foot interval or change of material thereafter, using a 2" O.D. split sample spoon. To include ground water level recordings.

Price per day..... \$2,750.00

III Soil Boring Inspector

Underwood Engineering Testing Company Inc. will provide the services of a qualified Staff Engineer to witness borings. Soil will be classified and logged with respect to soil types.

Price per day..... \$400.00



**GEOTECHNICAL • ENVIRONMENTAL • SOILS CONCRETE
• ASPHALT • MASONRY • STRUCTURAL STEEL • ROOFING**

IV Soil Testing

A. Laboratory Control Curve (Estimate 4)

Price per Test..... \$125.00

B. Hydrometer Analysis (Estimate 4)

Price per Test..... \$225.00

V Professional Engineering Summary Report

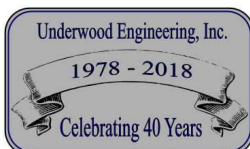
Report to include the following :
 (as applicable to site conditions and proposed structure)

- A. Boring Logs with Soil Classifications
- B. Relative Density / Consistency of Soils
- C. Laboratory Results

Price for Report \$1,000.00

Summary

I	1 @ \$1,000.00	= \$1,000.00
II	80 Feet @ \$2,750.00 per day	= \$2,750.00
III	1 @ \$400.00	= \$400.00
IVA	4 @ \$125.00	= \$500.00
IVB	4 @ \$225.00	= \$900.00
V	1 @ \$1,000.00	= \$1,000.00
	TOTAL	= \$6,550.00



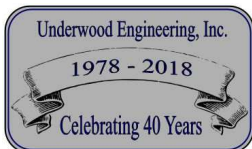
ADDITIONAL SERVICES IF REQUIRED

Professional Staff Engineering Services

- A. Price per Hour, portal to portal..... \$105.00
- B. 4 hour minimum charge for site visit.
- C. Mileage charge of \$0.65 per mile.

Senior Professional Engineering Services

- A. Price per Hour, portal to portal \$135.00
- B. 4 hour minimum charge for site visit.
- C. Mileage charge of \$0.65 per mile.



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Taylor Wiseman & Taylor
Rittenhouse Park Preliminary Soils Investigation

Q-54-24E.doc

Page 4 of 4

Standard Terms and Conditions:

1. Borings will not be terminated in unsuitable soil. Unit price per foot will apply if borings need to Advance past proposed depth.
2. If borings must go deeper than twenty-five feet they must be permitted and grouted per New Jersey D.E.P. regulations. Permit fee of \$125.00, and grout fee of \$1.75 per foot are the responsibility of the client.
3. Above prices based on the assumption that site is accessible to a two-wheel drive, mounted drill rig.
4. Prices are effective for sixty (60) days.
5. Underwood Engineering Testing Co., Inc. accepts no responsibility for damage to any existing lawn or landscaping areas, including but not limited to ruts, depressions, etc. left by our drilling equipment.
6. Underwood Engineering Testing Co., Inc. is only responsible to the extent of our fees for all claims for the above referenced project and company named below only. The Client hereby agrees to indemnify and hold harmless UEC and its consultants, agents and employees for all claims arising from negligent acts, errors or omissions of UEC in the performance of professional services under this Agreement, unless and until there should be a finding by a court of competent jurisdiction or arbitrators that the damages alleged were caused by the sole negligence or fault of UEC, its consultants, its agents, or employees. Indemnification is inclusive of, but not limited to, expenditures for and cost of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise.
7. Underwood Engineering Testing Co., Inc. will not be responsible for any charges incurred by delays or any other reason.
8. The client will pay for all legal fees incurred to collect unpaid account. These fees include letters, telephone calls, and litigation and any other expenses incurred as a result of the collection process.
9. Billing for services rendered will be submitted for payment on a monthly basis, accompanied with appropriate date. Terms are net thirty (30) days. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts.
10. The client shall provide Underwood Engineering Testing Co., Inc. with a plan of the proposed structure.
11. Underwood Engineering Testing Co., Inc. accepts no responsibility, and client releases Underwood Engineering Testing Co., Inc. from any and all future claims or causes, for any damage to any utilities encountered on site.
12. Underwood Engineering Testing Co., Inc. reserves the right to repair/remediate any distress or failures attributable to Underwood Engineering Testing Co., Inc. Refusing Underwood Engineering Testing Co., Inc. the opportunity to address the above, releases Underwood Engineering Testing Co., Inc. from all claims.
13. Any clearing of site, access permits are the responsibility of the client.
14. Any trees moved or uprooted for drill rig access will be left on site and extent of clearing will not be the responsibility of Underwood Engineering Testing Co., Inc.
15. The client is responsible for providing Underwood Engineering Testing Co., Inc. with any and all data, including reports prepared by other professionals or companies, that relate or refer to the scope of our services, including any data and/or reports that are obtained by the client and/or owner after provision of Underwood's report and/or recommendations.
16. The presence of Underwood Engineering Testing Co., Inc. on the site will only be for the purpose of fulfilling the scope of our services as outlined on the contract. Any and all work performed by UET Co, Inc. is covered by this agreement. Underwood Engineering Testing Co., Inc. will not be responsible for the direction, supervision, scheduling, layout and production of the actual work of the contractor, or other client and/or owner or their employees or agents. Underwood Engineering Testing Co., Inc. is also not responsible for job safety.
17. The presence of Underwood Engineering Testing Co., Inc. on the site or any reports issued by our office will not be for the purpose of undertaking or guaranteeing the construction work, nor will it relieve the constructor of his responsibility to produce a completed project conforming to the contract documents. Neither the presence of Underwood Engineering Testing Co., Inc. nor the observation, testing, and investigation performed by our firm shall excuse the contractor or subcontractor from any defects discovered in his work.
18. Bound and unbound original copies of reports will be supplied and covered under contract. If additional copies are needed, unit rate reproduction fees will be applied.

Respectfully submitted,
Underwood Engineering Testing Co., Inc.

Peter Klaus, Sales Manager
Q-54-24E.doc

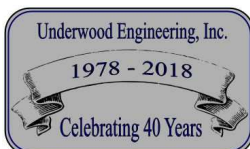
Accepted By: _____

Date: _____

Title: _____

(Principle or Authorized Executive)

Company Name: _____



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March 20, 2024

Cleighton D. Smith, PE
Taylor Wiseman & Taylor
804 East Gate Drive, Suite 100
Mount Laurel, NJ 08054
VIA EMAIL

**Re: Environmental Services Proposal
Rittenhouse Park Community Assn
Block 901 * Lot 79.03, 140.02
Willingboro Township, Burlington County, New Jersey**

Dear Mr. Smith,

Based on information provided to our office and our discussion, our firm is pleased to present this proposal for environmental services on the aforementioned property, which includes the delineation of wetland resources within 150 feet of the improvements and the preparation and submission of the applicable NJDEP permits pursuant to the Coastal Zone Management Rules (N.J.A.C. 7:7), Freshwater Wetlands Protection Act Rules (N.J.A.C.7:7A) and Flood Hazard Area Control Act Rules (N.J.A.C.7:13). The scope of services and professional fees shall be as followed:

ITEM I WETLAND DELINEATION

Wetlands within 150 feet of the improvements will be delineated in the field by DuBois and Associates (DuBois) by flagging visual ribbon approximately every 50-feet. The methodology that will be utilized to delineate a definitive line separating upland areas from wetland areas shall be the Three Parameter Approach set forth in a manual entitled *Federal Manual for Identifying and Delineating Jurisdictional Wetlands (Federal Manual)*, published under the Federal Interagency Committee for Wetland Delineation (FICWD), 1989. Army Corp. of Engineers Regional Wetland Supplements and the most current U.S. Department of Agriculture Natural Resource Conservation Service *Field Indicators of Hydric Soil* manual shall also be utilized. Three parameters will be evaluated, including hydrology, vegetation and soils to determine the wetland limits. Environmental scientists will delineate wetlands in the field and then approximate the wetland limits onto an aerial map for your use. The wetland points will need to be located by a professional land surveyor and shown on a topographic survey of the site. This proposal does not include a wetland delineation report or any survey or engineering tasks or costs.

LUMP SUM: \$2,800.00

ITEM V NJDEP DIVISION OF LAND RESOURCE PROTECTION INDIVIDUAL PERMIT APPLICATION

DuBois will prepare a Waterfront Development and/or Flood Hazard Individual Permit for improvements on the referenced project sites. This application will be prepared pursuant to the Coastal Zone Management Rules (CZM Rules) (N.J.A.C.7:7) and the Flood Hazard Area Control Act Rules (N.J.A.C.7:13). This application process will include evaluation of all applicable regulations to ensure



Proposal:

Block 901 * Lot 79.03, 140.02
Willingboro Township, Burlington County, New Jersey

March 20, 2024
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design of the project is compliant with all permit conditions and requirements. DuBois will work with your engineer for the necessary tasks for design and plan preparation.

This proposal does not include the engineering or survey work. Work to be completed by our office includes the following:

1. Site visit to compile all necessary information for preparation of the permit application;
2. Completed Property Owner Certification Form – to be mailed to client for required signature and fee;
3. Evaluation of the project/permit plan to be provided to DuBois to confirm the proposed development complies with the applicable permit conditions;
4. Submission of a Natural Heritage Program request;
5. Preliminary threatened and endangered species evaluation;
6. Preparation of a detailed Statement of Compliance report to demonstrate compliance with the applicable coastal zone regulations, including all required GIS map figures and site photographs. This will specifically include, but is not limited to, evaluation of all applicable Special Areas, Resource Rules, and Use Rules;
7. Compliance with the applicable Flood Hazard Area Control Act Rules (N.J.A.C.7:13) will be presented as part of the referenced Statement of Compliance report in Item #6;
8. Coordination with the project engineer regarding preparation of the permit plan;
9. Preparation of all necessary public notice(s) and application letter correspondences, including all initial noticing at the time of submission, and the second notices to be sent upon the application being assigned a public review period;
10. Preparation and submission of the required newspaper notice;
11. Preparation of required Certified Mailings and all correspondence;
12. Submission of the application to the NJDEP; and
13. Project Coordination and Correspondence with the NJDEP.

Our office will have to be provided with the following information prior to submission of the application:

1. Completed Property Owner Certification form with appropriate NJDEP fee.
2. Stormwater Management Report.
3. Traffic Report.
4. Site plan set, electronically signed and sealed by a professional engineer, showing the entire site and including, but not limited to, the following:
 - All proposed development;
 - All proposed grading and disturbance;
 - All existing features and development;
 - Flood hazard areas;
 - The determined flood hazard area line, elevations and method for determination
 - Metes and bounds description of the flood hazard limits
5. Engineering Report to be prepared by Stout & Caldwell, as required to present any calculations necessary for verification of any regulatory limits and compliance with FHA requirements
6. Any required Engineer's Certification confirming that proposed activities comply with N.J.A.C. 7:13 (as required).

LUMP SUM: \$7,200.00



Proposal:

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Willingboro Township, Burlington County, New Jersey

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ITEM III NJDEP FRESHWATER WETLAND GENERAL PERMIT APPLICATION

DuBois will coordinate with the your office in preparing the necessary information for submission of the applicable freshwater wetland general permit required for the proposed project. DuBois will prepare all necessary items for submission of the applicable permit application to the NJDEP. Work to be completed by our office includes the following:

1. Completed Property Owner Certification Form application form with appropriate NJDEP fee (form to be provided from our firm to client/applicant);
2. Evaluation of the concept/site plan to be provided to DuBois to confirm the project complies with the applicable permit conditions and for determination of specific permit(s);
3. Preparation of a Statement of Compliance Report to demonstrate compliance with the regulations, including a project description, results of the wetland delineation/field results, and all required GIS map figures and site photographs;
4. Bog Turtle and Swamp Pink certification (as necessary);
5. Preparation of the necessary public notice(s) and application letter correspondences;
6. Preparation of required Certified Mailings;
7. Submission of the application to the NJDEP; and
8. Project Coordination and Correspondence with the NJDEP.

Our office will have to be provided with the following information prior to submission of the permit application:

1. Completed application form with appropriate NJDEP application fee (to be determined based on permitting required);
2. A wetlands permit plan, electronically signed and sealed by a professional engineer, showing the entire site and indicating the following:
 - Topography in a minimum of 2' increments;
 - The verified wetland line and wetland buffer limits;
 - All proposed activities, grading and any other disturbance on the site;
 - Proposed disturbance area of the wetland and transition area demonstrating compliance with the applicable permits;
 - All additional information required as per the permit and regulation requirements.

LUMP SUM: \$3,200.00

These tasks and fixed fee cost estimates are based on the existing land use and proposed project's compliance with all applicable environmental regulations and permit conditions. If it is determined that any part of the site is in violation of the regulations, or the applicant chooses to dispute compliance with any aspect of the applicable permit conditions for the proposed project, DuBois may require additional fees in order to present to the regulatory agency appropriate information and supporting discussions in accordance with the regulations. This proposal and any permit application submitted is not a guarantee of permit approval.

Any of the following items will be considered extra work and are not included as part of this proposal:



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1. Wetland delineation of entire site;
2. NJDEP Freshwater Wetland Letter of Interpretation;
3. Municipal board testimony;
4. Meetings with utilities or government agencies;
5. Construction estimates or permits, except as noted;
6. Wetland or riparian buffer mitigation proposals;
7. Ecological Studies/Directed Studies;
8. Soil testing;
9. Revisions to reports from all parties past one revision;
10. Reproduction costs;
11. Deliveries, pick-ups, and special and certified mailings;
12. Fees to agencies for applications or review;

These tasks and fixed fee cost estimates are based on the existing land use and proposed project's compliance with all applicable environmental regulations and permit conditions. If it is determined that any part of the site is in violation of the regulations, or the applicant chooses to dispute compliance with any aspect of the applicable permit conditions for the proposed project, DuBois may require additional fees in order to present to the regulatory agency appropriate information and supporting discussions in accordance with the regulations. This proposal and any permit application submitted is not a guarantee of permit approval.

IF ADDITIONAL WORK IS REQUIRED BEYOND THE PROPOSAL ITEMS

List of Current Hourly Billing Rates is as Follows:

(Effective January, 2024)

Principal	\$160.00/hr.
Principal Biologist	\$150.00/hr.
Principal Environmental Scientist (LSRP)	\$150.00/hr.
Sr. Project Manager	\$150.00/hr.
Project Manager	\$140.00/hr.
Sr. Permitting Specialist	\$140.00/hr.
Qualified Biological Monitor	\$140.00/hr.
Environmental Monitor	\$130.00/hr.
Environmental Monitor (Weekends)	\$160.00/hr.
Sr. Biologist	\$130.00/hr.
Sr. Environmental Scientist	\$130.00/hr.
GIS Specialist	\$130.00/hr.
Botanist	\$130.00/hr.
Environmental Scientist	\$110.00/hr.
Biologist	\$110.00/hr.
Administrative Director	\$110.00/hr.
Environmental Technician	\$75.00/hr.
Computer Specialist	\$75.00/hr.
Laborer	\$70.00/hr.
Administrative/Clerical	\$60.00/hr.
Delivery	\$50.00/hr.
Mileage	\$0.655/mile
Prints	\$0.38/sq. ft.
Black & White Copies	\$0.07/copy
Color Copies	\$1.07/copy



Proposal:

Block 901 * Lot 79.03, 140.02
Willingboro Township, Burlington County, New Jersey

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Out-of-Pocket Expenses

115% of cost

NOTE: *A minimum fee of \$2,000.00 per person will be billed for all meetings attended after the close of business hours in addition to the hourly rate.*

Invoices for contract work will be submitted to the client for payment prior to the initial project submission to any governmental agency and are payable upon receipt. Invoices for Extra Work will be invoiced on a monthly basis. Any comments or discrepancies relative to said invoices must be submitted within ten (10) days of the invoice date. If no discrepancies are reported within the ten (10) day period, the account will be considered correct. Any account which is delinquent past thirty (30) days may necessitate the stopping of all work. Additionally, a one and one-half (1-½ %) percent per month administrative charge will be added to all accounts delinquent past thirty (30) days. In the event of default in payment resulting in the retention of an attorney for collection, the client will be obligated to pay reasonable attorney fees.

There is no explicit or implicit warranty relating to the work to be performed except that the work will be performed pursuant to generally accepted standards of practice in effect at the time of performance. There are no understandings or agreements except as expressly stated herein. Nothing herein shall be construed to give any rights or benefits to anyone other than the client and DuBois Environmental Consultants. In the event any provisions of this agreement shall be held to be invalid, the other provisions of this agreement shall remain valid and binding.

Payment of fees for professional services is not contingent upon approval of applications or plans. The consultant is authorized to subcontract any portion of the work to be performed.

Reproducible copies of the plans and reports shall become the property of the client for a nominal copying/reproduction fee when all outstanding invoices have been paid. All original plans notes, and documents, as instruments of service shall remain the property of DuBois Environmental Consultants.

This Proposal will require updating if not accepted within thirty (30) days.

Please indicate your acceptance of this Proposal by signing below and returning the original signed proposal to this office. Thank you for the opportunity to present this Proposal.

Sincerely,

Kristin Wildman, PWS
Senior Environmental Consultant

Accepted:

BY: _____ **DATE:** _____

TITLE: _____ **FOR:** _____

BILLING INFORMATION IF DIFFERENT FROM ABOVE ADDRESS:
