

- Consult with Borough representatives regarding existing parking operations, concerns, and to gain an understanding of the intended redevelopment and discuss options for increasing and managing parking.
- Review anticipated redevelopment concept plans (to be provided by Borough representatives) indicating the location, size and type of development anticipated (square feet of retail, restaurant or office space, number and type of residential units).
- Using data published by the Institute of Transportation Engineers and parking ratios from other urban/downtown redevelopment projects, estimate parking demands associated with future developments.
- Develop projected parking demands within the Borough, based on existing parking demands combined with future redevelopment parking demands including The Wilson.
- Prepare a written summary of findings, including tables showing parking demands at the different locations within the study area, parking demands associated with future redevelopment, and recommendations with regard to meeting future parking demands.

TASK II MEETING ATTENDANCE

This task includes attendance of up to three daytime or evening meetings, as may be required to explain the results of the study, and/or as part of preparing the study.

Acceptance of this proposal does not guarantee the attendance of any specific evening hearing date by any specific member of the firm unless otherwise stated in writing as part of this proposal. Evening hearings/meetings will be attended on a “first come, first served” basis in consideration of other previously scheduled evening meetings. Sufficient advance notice of any and all public hearings will be necessary to otherwise guarantee attendance at a specific meeting, subject to availability.

REIMBURSABLES

Costs for mileage, report reproduction, overnight mail, etc. is estimated not to exceed \$500.00

GENERAL CONDITIONS

Items not included in this Proposal are substantial traffic analysis revisions resulting from major site plan revisions pursuant to requests by owner, any reviewing or permitting agencies, application or permit fees, miscellaneous reimbursable expenses, or other activities not specifically identified herein.

During the course of this application, additional work may be required that is outside the tasks outlined above. As we have experienced, some municipalities and reviewing agencies will require revisions to the original studies/reports to satisfy their professionals’ preferences, which may include unforeseen items. Such work may include an evaluation of additional off-tract peak hour Levels of Service, the collection of additional traffic counts, attendance of additional meetings, etc. We are

pleased to provide such services as dictated by the project demands with the implied consent of the client upon acceptance of this proposal. Such work will be considered as supplemental to this work scope and will be billed on a "Time and Materials" basis in accordance with the enclosed Standard Provisions for Professional Services.

Invoices for professional services rendered and expenses incurred will be submitted on a monthly basis beginning on the month following the execution of this contract. Hourly work conducted will be billed in accordance with the Schedule of Hourly Rates in effect when the work is accomplished. Hourly rates are typically adjusted at the end of each calendar year. Invoices are payable immediately upon receipt to avoid any interruption of professional services.

Additionally, attached to this proposal are the "Standard Terms and Conditions" of all agreements between our Firm and its clients. The attached "Standard Terms and Conditions" shall form a part of this proposal and are incorporated herein by reference. Unless stated otherwise in writing, this proposal and prices contained herein are valid for sixty (60) calendar days beyond the date of issuance.

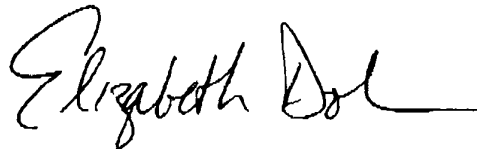
This proposal, including all attachments, if accepted and executed, shall act as an agreement between Dolan & Dean Consulting Engineers, LLC (D&D) and the undersigned client for the provision of professional engineering services.

If you are agreeable to this proposal, kindly return to our office a signed and dated copy of this proposal.

We appreciate the consideration of our firm for this assignment and look forward to working with you towards the successful completion of this application. Please contact the undersigned with any questions or comments regarding this proposal.

Very truly yours,

DOLAN & DEAN
CONSULTING ENGINEERS, LLC



Elizabeth Dolan, P.E.

ACCEPTED:

By: _____

Dated: _____

STANDARD TERMS AND CONDITIONS

forming a part of Proposal of DOLAN & DEAN CONSULTING ENGINEERS, LLC (the "Firm"), and BOROUGH OF CALDWELL ("Client"):

- I. **PROFESSIONAL RESPONSIBILITY** - The Firm represents that services shall be performed within the limits described in accordance with the scope of services contained in the proposal, and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the services are performed. No other representations to the client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Firm does not guarantee approval of any plans submitted for review, nor will the Firm be responsible for the timeliness of the work and acquisition of applicable approvals. The client agrees it has retained the Firm for Professional Services in connection with the preparation of documents submitted to various jurisdictional entities for review, and accepts the risk associated with the project.
- II. **CLIENT RESPONSIBILITY** - Client agrees to provide right of entry for personnel and equipment necessary to complete the work. While the Firm will take reasonable precautions to minimize any damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the correction of which is not part of this proposal. Client hereby agrees to release and to indemnify and hold the Firm harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including but not limited to) legal expenses, deriving out of any claim or loss of damage to property, including the property and injuries to or death of persons including the Firm's employees caused by or resulting from the client's negligence, willful conduct or omissions.

Client further agrees to assist the Firm by placing at our disposal, any and all information available pertaining to the project such that services may be performed in the most efficient fashion, including existing plans, recorded deeds, correspondence, reports, specifications, and any other related items. Should a boundary survey be required, the client will provide to the Firm a title search of the property which identifies the description and any limitations or objections to the title of property under this Proposal.

- III. **PAYMENT TERMS** - The executed Proposal shall act as an agreement between the Firm and the Client for the provision of Professional Services. The Firm agrees to perform services and the Client agrees to pay the Firm for work outlined in the Proposal, in accordance with the terms of the Proposal, without regard to the success or time of completion of the project. Either party upon fourteen (14) days' written notice may terminate this Proposal, should any terms not be performed in accordance with this Proposal. In the event of termination of the Proposal, the Firm shall be paid for all services and expenses incurred, with the termination date set forth in writing to the Firm.

Invoices for Professional Services and expenses incurred shall be generated on a monthly basis, and are due and payable immediately upon receipt. If an invoice becomes delinquent, the Firm reserves the rights to cease all services and pursue all remedies upon three (3) days prior written notice. The Firm shall be indemnified and held harmless from and against any and all damages of any kind whatsoever resulting from a cessation of its services as provided for herein. In the event of a legal action brought by the Firm against the Client for unpaid invoice amounts, the Client agrees to compensate the Firm for all costs of collections, including but not limited to, court costs, attorneys' fees, collection fees, staff time, and any other related expenses in connection with this action. Further, the Client agrees to pay the Firm the unpaid amount along with a 1.5% per month interest charge for all monies thirty (30) days past due, up to and including the time of payment. In the event a retainer is requested by the Firm, those monies will be applied to the final invoice generated by the Firm. Any excess amount will be refunded to the Client upon request after completion of the work and payment of all amounts owed to the Firm.

- IV. **RETAINER POLICY** - Retainer will be held until the completion of traffic engineering services for this project. The retainer will be applied after issuance of the final invoice of this project. Any overage that results will then be refunded back to the client in the form of a check payable to the entity authorizing this proposal. The retainer will not be applied to any invoices, other than the final invoice. Further, no partial application of the retainer will be made to any invoice, other than full application of the retainer at the completion of the project.
- V. **MAINTENANCE OF PROJECT RECORDS** - Pursuant to N.J.A.C. 13:40-8.1, original records including reports, field data, notes, calculations, estimates, drawing documents and other items prepared by the Firm are instruments of service and shall remain in possession of the Firm. In further accordance with N.J.A.C. 13:40-8.1 (c) the client shall be entitled to complete copies of all records generated for the project within a reasonable time period following a written request and upon payment of all fees owed to the Firm. The firm shall be compensated for the reasonable costs of research and reproduction for copies of records released pursuant to this provision. In the event the Client utilizes any of the Firm's work product in any fashion not specifically authorized by the Firm, the Client does so at the Client's own risk and agrees to defend, indemnify and hold the Firm harmless for any damages or claims that may arise as a result of re-use.
- VI. **REVOCATION OF CERTIFICATION OR STATEMENTS** - The Firm shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event the Firm is made aware of unauthorized, prohibited use by the Client. The Client assumes the risk of any damages and any and all claims that may occur as a result of the unauthorized use of the Firm's documents.
- VII. **ASSIGNMENT** - This Proposal shall be binding upon the parties, their successors, representatives, and assigns. Client shall not assign or transfer this Proposal or any interest herein without the prior written consent of the Firm. The Firm may, without the consent of Client, assign or transfer this Proposal to any subsidiary or affiliate of the Firm or to any successor or assign, or subcontract any portion of the services hereunder.
- VIII. **SEVERABILITY** - The provisions of this Proposal shall be severable, and if any provision hereof shall be determined by any court or competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.
- IX. **ENTIRE AGREEMENT** - Each party hereto acknowledges its full understanding of this Proposal, that there are no verbal promises, understandings or agreements in connection herewith. All previous negotiations and agreements between the parties are merged into this Proposal which fully and completely expresses the entire agreement between the parties.
- X. **GOVERNING LAW** - This Proposal shall be governed by and construed in accordance with the laws of the State of New Jersey.



181 WEST HIGH STREET
SOMERVILLE, NJ 08876

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908 927 0181f

STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
Effective January 1, 2020

SERVICES

The following rates for professional and technical services will apply to actual time devoted by staff employees to each engagement, computed to the nearest quarter hour:

<u>STAFF</u>	<u>HOURLY RATE</u>
Principal – Technical Rate/Day Meetings/Hearings	\$235.00
Principal – Litigation Deposition/Court Appearance	\$285.00
Senior Project Engineer	\$185.00
Project Engineer	\$150.00
Design Drafter / CADD Operator	\$ 95.00
Engineering Aide	\$ 70.00
Office Administration / Secretarial	\$ 70.00

Dolan & Dean Consulting Engineers, LLC reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion or demotion or general change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement such as total estimated project cost. The above noted hourly rates remain in effect for the calendar year. Invoices issued for services provided after the current calendar year will reflect new rates as may be adjusted.

EXPENSES

Firm personnel may incur reimbursable project expenses while engaged on a project. Such expenses will be billed at direct cost and are billed in addition to any quoted fee estimates for professional services. Other costs such as materials, lodging and sustenance, zoning ordinances, purchased items, equipment rental fees, photocopy and blueprint reproductions, and other applicable project expenses together with sales and use taxes thereon, will also be charged to the client at direct cost. The following summary of typical costs will be applicable to client projects:

<u>MISCELLANEOUS REIMBURSABLE EXPENSES</u>	<u>COST</u>
Postage, Overnight Mail	Direct
Printing – Color Exhibits	\$3.50/Sheet
Printing – Blackline Plotting	\$2.75/Sheet
Printing – Mylars	\$18.00/Sheet
Printing – Per Sheet	\$0.15/Sheet
Printing – Report Reproduction Less Than 50 Pages	\$10.00/Report
Printing – Report Reproduction More Than 50 Pages	\$20.00/Report
Automatic Traffic Recorder	\$30.00/Day
Computer Mylars/Plots	\$18.00
Outside Services/Permit & Application Fees	Cost
Travel Expenses	Prevailing IRS rate/mile plus Tolls & Parking