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PROPOSAL - *CONFIDENTIAL*

June 15, 2023

Via Email and USPS

Mr. Vahan H. Gureghian
841 Merion Square Road
Gladwyne, PA 19035

RE: **Proposal:** Dune Vegetation Management Proposal
5609 Dune Drive, Avalon, NJ 08202
Privately Owned: Block: 56.03, Lot: 11.02, 13-19 odd, 22-40 even, and 65.02-81.02 odd
Borough Owned: Block: 81, Lot: 1 (portion thereof)
Project Area Limits Shown on Attachment
Borough of Avalon, Cape May County, NJ
TLCG File No. 23-650.26.1

Dear Mr. Gureghian:

The Lomax Consulting Group, LLC (hereafter "TLCG") welcomes the opportunity to provide environmental consulting services to you, Mr. Vahan H. Gureghian (hereafter "Project Sponsor"), pursuant to a Request for Proposal (RFP) by Brad Hill of Windfield Developers on your behalf following a phone call on April 11, 2023 with Aaron Baker of TLCG, and as required by the Borough of Avalon (hereafter "Borough") for a Dune Vegetation Management Plan (hereafter "DVMP") project. The services proposed are outlined consistent with standards established by the Borough. The Dune Vegetation Management Plan Proposal (hereafter "Agreement") is provided to engage in a DVMP project on Borough property in the vicinity of your privately-owned property at 5609 Dune Drive, in the Borough of Avalon, Cape May County, NJ. The project scope will involve removal of invasive Japanese black pine, installation of native replacement vegetation, maintenance pruning of existing native vegetation, and management of damaging vines. It is our understanding that Garden Greenhouse will be the landscaper selected to conduct the proposed work. Please find the following scope of services, task breakdown and associated fees for dune vegetation management in the project area. The project area is depicted on the attached project area plan, prepared by TLCG, dated May 24, 2023.

SCOPE: It is expected that the TLCG scope of work will include the following services:

PART 1. ASSESSMENT / RESTORATION OF EXISTING CONDITIONS

Tasks under Part 1 include:

- 1) One (1) site inspection to locate and map invasive vegetation for removal in the dune system, and conduct photo-documentation of existing conditions.
- 2) Preparation and coordination of the two required plans: a) tree removal/maintenance pruning plan and b) planting plan (including a single round of revisions), review of TLCG findings and recommendations with the Borough Environmental Commission, and request a quote from the Landscape Contractor based on the plans following approval.
- 3) Coordination with Landscape Contractor, Borough Administrator, Borough Zoning Officer, Borough Counsel and Avalon Environmental Commission regarding the preparation of the required Memorandum of Agreement between the Borough and the Project Sponsors.
- 4) Public notification of the project to adjacent property owners.
- 5) Preparation for and attendance of one (1) Avalon Environmental Commission meeting to present the above-referenced prepared plans for Borough review/approval.
- 6) Supervision of proposed vegetation removal of invasive vegetation, maintenance pruning, and installation of native vegetation per the approved plans with the Landscaper selected by the Project Sponsors.
- 7) Inspection of planting layout, including photo-documentation, with follow-up correspondence to Borough confirming plantings are complete as designed and provide any recommendations.

Environmental Consulting Excellence Since 1975

EXHIBIT A

PART 2. MONITORING/REPORTING

Tasks under Part 2 include:

- 1) Inspect condition of plantings each fall for three (3) years to verify and document survivorship.
- 2) Prepare and transmit a Letter of Findings reviewing the survivorship of the plantings following each yearly inspection and provide recommendations the Project Sponsor and the Borough.
- 3) Preparation for and attendance of one (1) Avalon Environmental Commission meeting each year of monitoring to review the findings of the annual report with the Commission.

FEES

Consulting Services, as described herein, for Parts 1 and 2 will be billed on a lump sum fee basis consistent with TLCG Standard Rates.

Part 1. Consulting Fee:	\$6,150.00
Part 2. Consulting Fee:	\$3,100.00

TERMS

The Client hereby agrees to the following terms:

- ✓ 6/29/23
- 1) Application Fee: \$3,000.00 due upon receipt of proposal authorization. This initial fee shall be made payable to the Borough of Avalon and will be held in escrow as part of the total project escrow.
 - 2) In-scope direct expenses (e.g., site investigation equipment/supplies, reproduction/printing, etc.) for TLCG are included in the Parts 1 and 2 fees.
 - 3) Billing based on percent complete for lump sum services.
 - 4) Payment will be required by the Project Sponsors to the Borough of Avalon with funds to be escrowed and released by the Borough based on work completed.
 - 5) Any additional consulting services not specifically identified in the above Parts are considered "out of scope" and will be billed on a time and materials basis consistent with TLCG standard rates and will require additional funds to be deposited into the escrow account held by the Borough of Avalon. Work products generated as part of out of scope services shall be released/issued by TLCG only after escrow account replenishment has been confirmed as received by the Borough.
 - 6) Landscaping fees and administrative Borough fees are not included in this proposal.

CONDITIONS

It will be the Project Sponsor's responsibility to:

- 1) Replenish escrow account as indicated in Terms, if required.
- 2) Provide site access authorization for privately-owned parcel(s), if necessary.
- 3) Provide irrigation service agreement from property owner adjacent to project site.
- 4) Contract landscape contractor services for removal, restoration, planting and maintenance.
- 5) Provide copies of pertinent existing property information which can be helpful to the DVMP project (e.g., Plans/surveys, prior approvals/determinations, etc.).
- 6) Project Sponsor or authorized representative must be on-site to confirm the maintenance pruning is complete prior to conclusion of site work.

While TLCG will diligently pursue the scope of services on behalf of the Project Sponsors, TCG is not responsible for any Borough schedules and/or delays, nor does TCG assure the issuance of an approval by any agency or the feasibility of a project as defined by the Project Sponsors. If the progress of this work is impeded by public controversy or agency inefficiency or loss of documents/file, the additional time required in dealing with these issues will be billed on a time and material basis. If the scope of the project or new/revised regulations/policies requires significant changes in the scope or standards or report content, the additional cost to complete the out of scope work will be billed on a time and material basis.

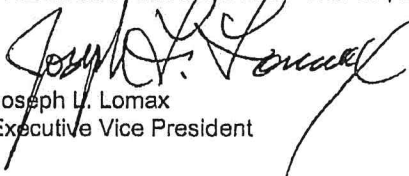
If suspension of work on this project occurs for a significant time period (greater than 6 months), we reserve the right to revise the uncompleted portions of this proposal based on any change to our rate structure, which may have occurred. TCG reserves the right to adjust its standard rates on a one-time annual basis.

Failure to meet Terms and Conditions, stated herein, represent cause to terminate this Agreement. Should our work on the project or the project itself be terminated prior to completion, we shall be paid for the work completed to the time of termination. This Agreement is valid for a period of thirty days (30) from the above date. In order to authorize commencement of TCG consulting services on the project, the attached

Authorization Statement must be completed and returned with an original signatures, date, name, title and company to TLCG accompanied by the referenced Application Fee.

If you have any questions or wish to discuss the scope of services and/or fee or payment arrangements, please do not hesitate to contact our office.

Sincerely,
THE LOMAX CONSULTING GROUP, LLC


Joseph L. Lomax
Executive Vice President

Enclosure(s): Project Location Area Exhibit
W-9 Form


AUTHORIZATION STATEMENT
AVALON DUNE VEGETATION MANAGEMENT

I, Mr. Vahan H. Gureghian ("Project Sponsor"), have read the "Dune Vegetation Management Proposal" and understand its Scope, Fees, Terms and Conditions, and authorize The Lomax Consulting Group, LLC ("TLCG") to proceed with the Scope of Services, as outlined in the above Agreement, Proposal dated June 15, 2023. The Project Sponsor, their successors and/or assignees agree to pay TLCG for environmental consulting services as indicated in the Fees, Terms and Conditions section of the Dune Vegetation Management Proposal. The Scope of Services does not guarantee approval by the Borough of Avalon Environmental Commission and may be subject to revisions based on the Commission's comments. Should the Project Sponsors withdraw from the Borough of Avalon Dune Vegetation Management Program prior to the execution of the required Memorandum of Agreement ("MOA") and escrow deposit with the Borough of Avalon, the Project Sponsors hereby agrees to remit direct payment to TLCG for all consulting services and direct expenses rendered to the date of withdraw/termination of the project.

The Project Sponsor agrees to pay a total \$3,000.00 Application Fee to initiate the process, which will be held in escrow by the Borough of Avalon. This Application Fee will be used as a credit towards the overall escrow fees for completion of the work. Final cost of the project will include remaining TLCG consulting fees, landscape contractor fees (landscape contractor shall provide a separate proposal), and administrative Borough fees which are required to be submitted with the execution of the MOA and will be held in escrow by the Borough.

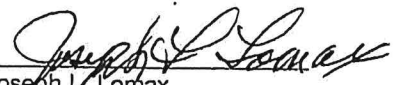
The below signed hereby certifies that he represents the respective Project Sponsors and is authorized to enter into this Agreement and agrees to abide by the provisions set forth herein above.

Authorized by


Mr. Vahan H. Gureghian

06/28/2023
Date

Attest:


Joseph L. Lomax
Executive Vice President, TLCG

06/29/2023
Date