



September 19, 2017

Via Electronic Mail (LLepore@westorange.org & leonard.lepore@aol.com) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore
Municipal Engineer-Director of Public Works

Re: Township of West Orange, County of Morris, State of New Jersey
Civil Engineering & Land Surveying Services
Improvements of Winding Way Phase II
Our File No.: Proposal SCE-P09586.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Civil Engineering and Land Surveying Services to the Township of West Orange for survey and preparing plans and specifications for the improvements of Winding Way Phase II. SCE has reviewed the request for proposal dated August 24, 2017. SCE has visited the project site and read the Township's full Request for Proposal (RFP) in order to completely familiarize ourselves with the project specifics. SCE has also recently completed the design improvements for Winding Way (Phase I) and very familiar with the Township of West Orange and subject area.

The improvements on Winding Way will extend from 50 feet south of its intersection with "lower" Sheffield Terrace to Lowell Avenue for a distance of approximately nine hundred (900) feet. The right-of-ways are a nominal 50 feet in width. SCE has reviewed the all the maps and tax maps that were included in the RFP.

Scope of Services

I. Field Survey

1. Establish the centerline of existing street on Winding Way.
2. Stakeout center line at 25-foot intervals.
3. Provide cross sections every 25-feet and at all driveways, walks, and steps, and for a distance of fifty feet beyond the intersection of Winding Way and Sheffield Terrace and into all intersecting streets. All sections will extend a sufficient distance on each side of the centerline, minimum 50 feet, to design the roadway and improvements and to provide a grade transition.
4. Centerline profile and fifty feet beyond the right-of-way into intersecting streets.



5. Locate all trees, shrubs, utilities, walks, driveways, structures – 50-feet each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
6. Rim and invert elevations of all storm and sanitary sewers, utility locations.
7. Provide topographic mapping with two (2) foot contour intervals.

II. Design

1. New storm sewer system, in Winding Way from Lowell Avenue to one hundred feet from Sheffield Terrace.
2. Granite block curbs – 6-inch face, concrete curbs at handicap ramps, concrete sidewalks and driveway aprons (replace only where existing). Six (6) inches thick through driveways, and at handicapped ramps with welded wire fabric through driveways and handicapped ramps. Concrete sidewalk 4-inch thick at all other locations. Begin improvements 50-feet south of intersection with "lower" Sheffield Terrace and extend to Lowell Avenue intersection.
3. New full depth pavement – 4-inch D.G.A., 4-inch base course, 2-inch surface course, 2-inch surface course where conditions permit. Roadway paved width of 20 to 22 feet normal.
4. Retaining walls (if required).
5. Reset existing sanitary sewer manholes with new castings.
6. Driveway and walkway reconstruction as necessary.
7. Provide topographic contour map with existing and proposed grades.
8. Provide cover sheet with estimate of quantities, plan and profile, cross sections, cut sheet. Provide twenty (20) copies of plans and specifications including bid documents and contract agreements.
9. All work to be in accordance with the New Jersey Department of Transportation (NJDOT) standard specifications as supplemented.

***Note:** We anticipate that the Township, prior to our start of field work, will coordinate with all known utilities (sewer, water, gas, electric, cable, etc.) in the area and have them marked out. Also, the Township will confirm that all storm sewer structure grates are free and clear of all debris and all sanitary sewer manhole covers are loosened and removable by our survey field crew.*

SCE will provide the Township with twenty (20) copies of the complete set of design and bid package including cost estimates, plans and specifications for bidding purposes. The complete design will provide for drainage collection and conveyance improvements, new curbs, new sidewalks where existing, driveway and walkway adjustments, and new full depth asphalt pavement. SCE also understands that Township of West Orange intends to advertise bids for this project by February 1, 2018.



Fee Schedule

SCE proposes to provide the above referenced scope of services for the following fee to provide a complete design package as generally described in the Township's RFP.

- Survey & Design **Lump Sum Fee \$ 13,950***

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

SCE proposes to have all tasks completed within six (weeks) weeks of authorization to proceed.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Project Manager \$155/hour
- Senior Engineer/Project Coordinator \$145/hour
- Engineer \$130/hour
- Landscape Architect \$130/hour
- Professional Land Surveyor \$130/hour
- Senior Designer \$120/hour
- Designer \$115/hour
- Technician \$90/hour
- Senior Inspector \$100/hour
- Inspector \$90/hour
- Secretarial/Clerical \$50/hour
- Survey Equipment Unit Cost
 - Robotic/GPS \$50/hour
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
 - Large format black and white document reproduction \$0.50/square foot
 - Large format color document reproduction \$3.00/square foot



- Large volume black and white photocopies \$0.15/copy
- Large volume color photocopies \$0.30/copy
- Mileage will be billed at \$0.57 per mile.
- Approved subcontracted services will be billed at actual cost plus 15 percent.

Standard Contract Terms & Conditions

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

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (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

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. 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.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction 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.

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

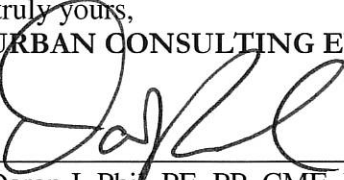
Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative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

Billing Schedule

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. 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; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Daren J. Phil, PE, PP, CME, President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)