



May 3, 2018

Via Electronic Mail (lepore@westorange.com) and Regular Mail

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

Attn.: Mr. Leonard R. Lepore
Director/Municipal Engineer

Re.: Township of West Orange, County of Essex, State of New Jersey
Township of West Orange Multi Park Development - Lafayette Park
Block 61, Lot 27
Professional Engineering Services
Our File No.: Proposal SCE-P10011.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to offer this proposal to provide professional engineering services for the proposed improvements to the Lafayette Field located in the Township of West Orange, New Jersey.

Scope of Services

It is our understanding that the project includes the conversion of an underutilized baseball field into a futsal court and volleyball court. It is our understanding that the project will be funded by the NJ Green Acres program and that the work performed by SCE will apply with the applicable provisions of the Green Acres Award Letter and the Project Agreement. SCE will provide the following scope of services in accordance with the Request for Proposal dated April 18, 2018.

I. Field Survey

Field Survey - Partial Existing Conditions & Topographic Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to GPS and robotic stations to conduct site survey of the property in question. Field Survey will include the measurement and field locating of all site improvements and any/all utility features visible as well as all topographic features found on site. We are anticipating that the owner, prior to our start of field work, will coordinate with all known utilities confirm that all structure grates are free and clear of all debris and all manhole covers are loosened and removable by our survey field crew.

SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83 / NAVD-88) and will provide benchmark on the site for future tie-in.



Topographic Survey Deliverable

SCE will review all provided documents for utility investigation. SCE will download all collected data and place in AutoCAD for preparation of mapping. The Partial Existing Conditions & Topographic Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations as necessary. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

Deliverables

- Digital (.pdf) signed and sealed copies of Partial Existing Conditions & Topographic Survey.

II. Design and Bid Documents, Permitting & Grant Administration

Review of Existing Plans

The SCE Design Team has included the time necessary to perform additional detailed site inspections of the facility and review of the available records prior to implementation of the preliminary design tasks. We will review existing plans and documents previously prepared for the site if available. This detailed review of documentation will be collected and evaluated to obtain a more thorough assessment of all existing features and utilities associated with the property as provided by the Township. This review and reference material will become the baseline data for our preliminary and final design documents.

Meetings, Coordination and Material Selection

The SCE Design Team will be available for meetings with the Township Officials and project stakeholders, and regulatory agencies to provide appropriate copies of design information and documents for exchange of information and facts associated with the improvements. For the purpose of this proposal, we have anticipated a maximum of three (3) non-public type meetings for the various project phases to include all phases of the project.

Our Design Team has a known reputation to deliver projects as envisioned by our clients, fulfilling the project goals beyond their expectations. The proposed schedule approved by the Township and the Green Acres program is appropriate for a project of this nature and the Design Team is absolutely confident that through the implementation of our perfected management tools and procedures we will be able to deliver the project as anticipated. Cooperation of all parties is paramount, and the Design Team recognizes the necessity for our team members to be proactive in providing advance notice throughout all phases of the project.

Drainage Design

SCE will perform an overview of the required drainage repairs or requirements for existing conditions. Our site inspections revealed that existing storm drainage does exist on site. SCE will provide solutions to any existing drainage problems, if any, and provide design of the drainage



system. Existing drainage systems will be reviewed for problems or failures and the appropriate remedy will be included in the final construction documents.

Permits

As a part of the design work for the project, the Design Team will investigate the jurisdictional requirements associated with the NJDEP and local ordinances to verify if any regulations pertain to the subject improvement plans. The Design Team will prepare the necessary application materials, reports, calculations, and maps for submission to those agencies that have jurisdiction. Upon completing our preliminary review of the project in preparation of this response to the RFP we have concluded that the following agencies will require review of a permit application:

- 1) Hudson-Essex Passaic Soil Conservation District Plan Certification Coordination – The proposed project may ultimately disturb greater than 5,000 SF, requiring a plan certification.
- 2) NJDEP - Stormwater Discharge Permit – If the total disturbance for the project is greater than one acre then a Stormwater Discharge Permit will be required. On-line submission of the permit will occur upon receipt of plan conformance from the Soil Conservation District.

No other permits or regulatory approvals are anticipated for the specified improvements. However, the design plans will be prepared to satisfy the reviewers for issuance of the applicable construction permits. These services are typical for all projects for which we are experienced in performing. Our long-term relationships with these types of agencies will assist in the expedited review and process of the required permits. All permit fees will be the responsibility of the Township of West Orange.

Preliminary Design / Engineering

This phase of the work will be the culmination of the data gathering, field investigations, and meetings with the Township Officials, stakeholders and interested parties. The preliminary design documents will include multiple options for improvements aimed at achieving the specified goals. One option will be the benchmark configuration, targeted at ensuring the project budget is attained and the project schedule is adhered to, while achieving the goals and objectives of the overall project. The other options will incorporate more of the alternate items, potentially affecting the overall project budget and schedule, but yielding a project closer to the maximum defined objectives. Upon commencement of the preliminary engineering design phase, the Design Team will initiate planning meetings with the Township to verify that all goals will be investigated to be incorporated in the base design. Select options will be prepared and presented to the Township for review, discussion and selection. The end result identified for final design may include a composite from the options established. Bid specifications will be created to facilitate optional and/or alternate construction items to be selected, as budget constraints permit.

Each discipline of the Design Team will be assessed and organized to verify aspects that can be completed immediately and portions that are dependent upon information associated with another discipline. A critical path flow chart will be developed that will define what aspect of each discipline must be addressed initially to promote the progress of the entire project. Upon completing this organization and relationship determination, each team leader will commence in the completion of their tasks. The Principal in Charge and Project Manager will coordinate all



information to the Township assisting each team leader in obtaining the information and decisions that are required to move the project forward. Project status updates will be sent to the Township and/or liaison to inform them of the project progress, schedule status and required project review and input monthly. Milestone status schedules will be reviewed and updated as required so proper notifications can be prepared and distributed as required. Meeting notes will be maintained to track project progress.

Upon being awarded the contract for this Project, we will obtain all available documentation of the project areas. All dimensions and other data pertinent to the Project will be verified in the field. Representatives of the Design Team will visit the project sites for the purpose of documenting the existing conditions and the preparation of existing conditions drawings with the new surveyed base maps. In addition to creating detailed and accurate drawings of the existing conditions, the improvement areas will be documented utilizing high-resolution digital cameras.

Conceptual and Planning Design

SCE will prepare a concept plan for the Township Officials, stakeholders and interested parties to review and comment on. The concept plan will include the improvements as noted in the RFP and include one futsal court, one volleyball court, associated fencing and site appurtenances, an accessible path / walkway to comply with NJ Green Acres requirements, and provisions for signage and use of the facility. Based on the comments one (1) final concept plan will be prepared for approval to then prepare construction documents. The concepts will include the items described in the project approach and scope of work that was presented among other items that have been discussed earlier

Path Design and Accessibility

SCE will confirm accessibility issues and goals for a path that will access the volleyball court and futsal court facilities. We will consider the necessary width for paths shared by pedestrians and pedestrians with strollers. SCE will show plan diagrams of alternative path alignments and alternative path treatments: width material, drainage, typical cross sections, layout plan to identify where different treatments are proposed and show photographic examples from elsewhere.

Signage and Site Furnishings

SCE will identify locations for identification signage as well as additional benches, trash receptacles, picnic tables, bicycle racks and other appropriate furnishings as part of the site amenity and furnishings design package for the improvement areas. Each plan will also design and recommend various fencing and landscaping themes, as well as their location.

Trees and Plantings

SCE will identify the location of existing trees and their condition within the area of the proposed improvements. The plan will address the issues of site landscaping and maintenance.



Preliminary Project Budget Analysis

The conceptual and planning design process will include a design narrative that will contain preliminary estimates of the construction cost and the overall project budget. The SCE Design Team has knowledgeable in-house construction cost estimators who are experienced with all building construction methods, project types and public bidding requirements. SCE has the ability to provide extremely accurate construction cost estimates that are not based solely on generalized square foot costs, but rather on actual building materials and their associated current costs. Providing this information during the initial stages of a project assists our clients with the establishment of an accurate budget.

Design Analysis

The Design Team will review the observed conditions and the program for repair, restoration, and improvements. The conditions to be reviewed will include, but will not be limited to; existing conditions, design alternatives, court layouts, accessible pedestrian path design alternatives, innovative surfacing, and projected construction costs.

Renderings and Graphics

One copy of a colored rendering, 2' x 3' in size, will be assembled along with cost estimates for each option and recommendation alternate items. Sufficient full-size and reduced scale colored handouts (8.5" x 11" or 11"x 17" size) will be provided by plotting the final document to a digital format for the presentations and documents requested. The selected option and associated requested revisions will be memorialized by the Township and will become the basis of the final design.

Specifications of all appurtenances will be selected and recommended for the proposed volleyball and futsal court area and site amenities that are associated with this facility. There are obviously several types of equipment and installation items that are necessary for the construction of the proposed improvements. All proposed surfacing, and site amenity items will be required to be approved by the Township Officials prior to the finalization of design, bidding and construction documents by the Design Team.

Contract Documents (90%)

Based on the scope of work developed by the Design Team and approved by the Township and Project Stakeholders, SCE will proceed with the preparation of contract documents for review and approval. The documents will include proposed layouts, and additional details as required to illustrate the scope of the Project. Technical specifications will be prepared to supplement the front-end documents. A detailed construction cost estimate, itemizing all construction tasks, will be included. The cost estimate and the contract documents will be required to be approved by the Township Officials prior to the finalization of documents by the Design Team.

Bid Documents - 100% Submission and Bid Related Services

Upon receipt of comments from the Township Officials and Project Stakeholders, SCE will prepare final construction documents for our scope of the work for bidding, consisting of plans



and specifications. The plans will include all necessary drawings required to clearly define the scope of the Project. The Bid Documents will be required to be approved by the Township Officials prior to the finalization of documents by the SCE Design Team.

The Design Team will finalize the design documents based on the Township and other stakeholder comments, and will provide final bid documents as a final submission as follows:

- One (1) set of regular reproducible plans on 22"x 34". Drawings prepared on CADD will be compatible with AutoCAD Systems and also submitted on CD-ROM.
- Six (6) sets of signed and sealed plans.
- Six (6) sets of signed and sealed Final Specifications on 8 1/2" x 11" sheets. Specifications will also be submitted in Microsoft Word or PDF format on CD-ROM.
- One (1) set of signed and sealed Cost Estimates.

Bid Assistance

The SCE Design Team will not provide bid related services for this project and it is our understanding that all Bid Phase Services will be provided by the Township.

Grant Administration

SCE will perform the services required to coordinate with the Township to submit the required documents to the NJ Green Acres Program to comply with funding requirements. SCE will provide copies of plan and specifications for submittal to Green Acres prior to advertising the project for public bid and will coordinate the proper verbiage in the specifications and plan documents pertaining to Green Acres funding and requirements.

Construction Inspection and Administration

This proposal does not include Construction Observation and Administration Services since it was not required in the RFP issued by the Township. Should the Township desire SCE to perform these services, SCE will submit a scope and fee proposal for the requested additional services.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees:

I. Field Survey	\$ 3,100
II. Design and Bid Documents, Permitting & Grant Administration	\$ 8,575
TOTAL LUMP SUM FEE	\$ 11,675

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal.



Services Not Included Unless Authorized

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 which have not been included or made part of this proposal will be billed in accordance with the fee structure provided below.

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/Environmentalalist \$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/LiDAR Unit \$50/hour
 - Unmanned Aerial Systems (Drone) \$150/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: Joseph D. Perello /s/
Joseph D. Perello, LLA, RLA, ASLA, PP, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name and Title)