

June 14, 2019

VIA FedEx

Leonard R. Lepore, P.E.
Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Re: Proposal for Professional Engineering Services
Improvement of Old Indian Road (St. Cloud Avenue to North Edgewood Avenue)
West Orange, NJ
Crew Proj. No.: P2509

Dear Mr. Lepore:

In response to your Request for Proposal (RFP) dated June 4, 2019, Crew Engineers, Inc. (Crew) is pleased to present this Proposal to the Township of West Orange for providing Professional Engineering Services for designing the roadway improvements for Old Indian Road from St. Cloud Avenue to North Edgewood Avenue. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The RFP identified approximately 1,850 linear feet of roadway scheduled to be reconstructed. The improvements include road widening in some sections to create a uniform 22-24ft width. Existing stone and asphalt swales along the edge of the road will be removed and replaced with granite block curb, drainage inlets, and drainage piping. New granite block curbs will extend for the entire length of the project. Manhole frames and covers and drainage inlet frames, grates, and curb pieces will be replaced. Manholes and drainage inlets will be rebuilt to match original conditions if found to be necessary during construction. There are no existing concrete driveway aprons or sidewalks within the project limits.

Based on the available information provided with the RFP, the roadway can be widened to a uniform 22-24ft width without the need to widen the right-of-way. Therefore, preparation of easements/right-of-way widening are not included in this Proposal. Based on a preliminary walkthrough of the project street, we do not anticipate the need for retaining walls to widen the roadway and have not included the design thereof in this Proposal. Existing utility poles and hydrants on the side of Old Indian Road may need to be relocated to accommodate the road widening. Design and relocation of these utilities will be performed by the respective utilities. Additionally, there are existing trees on the side of Old Indian Road that will need to be removed to accommodate the road widening. During the design period, the Township Forester, John D. Linson, will identify the trees that are to be removed by location, type, and diameter. This

information will be included with the Contract Documents issued to prospective bidders for the bidder's use in preparing his bid for various tree removal items.

Our technical comments on the work to be completed are as follows:

- Existing curb elevations will not be changed to minimize any adverse impact on roadway or private property drainage patterns. The existing vertical and horizontal alignment of the centerline of the road will not be changed.
- The proposed drainage improvements will be designed to match the capacity of the existing upstream and downstream drainage system.

Scope of Services

Crew will perform the following major activities and tasks for the proposed roadway improvements:

- Perform walkthrough assessment with the Township Engineer to discuss the specific improvements planned.
- As the drainage system is being extended and the road is being widened, and as required in the RFP, a detailed topographic route survey is included in the scope of services and will be used for the design of the drainage system extension and roadway widening and to show the extent of improvements and the estimated quantities associated with the improvements on each drawing. The survey will include horizontal and vertical control and establish roadway centerline profile with cross-sections for existing conditions. In addition, we will add house numbers found on Township Tax Maps to the drawings for the Township and Contractor's use during the construction phase of the project.
- Prepare Contract Drawings in accordance with current New Jersey Department of Transportation (NJDOT) requirements. We anticipate that the following drawings will be prepared by Crew:
 - Cover Sheet – 1 drawing.
 - Key Map, Legend, and General Notes – 1 drawing.
 - Estimate of Quantities – 1 drawing.
 - Plan and Profile Drawings (scale 1" = 20' horizontal and 1" = 2' vertical) of the project area shown in the RFP – 3 drawings.
 - Roadway cross sections at 50' intervals (scale 1" = 20' horizontal and 1" = 2' vertical) – 2 drawings.
 - Construction Details, including granite block curbs, rebuilding of roadways and driveway aprons, drainage pipe trench, and drainage inlets – 2 drawings.
 - Soil Erosion and Sediment Control Details – 1 drawing.
 - Traffic Control Details – 2 drawings.
 - Detour Plans – 1 drawing.
- Prepare NJDOT supplementary specifications. Crew will combine the supplementary specifications with the Township's standard administrative "front end" specifications that have been used on previous projects recently. These combined specifications will constitute the Contract Specifications.

- The Contract Drawings and Contract Specifications will constitute the Bidding Documents. Provide 20 copies of Bidding Documents for use by the Township in obtaining bids from contractors. Additional sets of Plans and Specifications can be furnished at the cost of reproduction.
- Prepare an Opinion of Probable Construction Cost for the construction project.
- Prepare an application and submit to the Hudson-Essex-Passaic Soil Conservation District (HEPSCD), as the project is expected to result in a land disturbance of greater than 5,000 square feet to construct the drainage improvements, including removal of existing asphalt and stone swales.
- Project stakeout and cut sheets will be included in the scope of work to be bid and performed by the Contractor.

Owner Responsibilities

In conjunction with the performance of the Professional Engineering Services by Crew described in this Proposal, the Township of West Orange will arrange, provide or perform the following:

- Remove any debris inside of drainage structures.
- Pay fees imposed by HEPSCD. Crew will notify the Township of the amount of the fees and the Township will provide checks made payable to the HEPSCD. Crew will submit the checks to the HEPSCD with the permit application documents prepared by Crew.
- Provide Township's standard administrative "front end" specifications.
- Provide additional tax maps in a format and to a scale suitable for the preparation of detour plans.
- Coordinate with the respective utilities for utility relocation and design as needed to accommodate the road widening and drainage extensions.
- Arrange for bid advertisement and pay associated costs.

Project Schedule

Crew will dedicate sufficient resources to complete the survey and design services described herein within 6 weeks of your authorization to proceed with the work. We anticipate that the Township will award the Contract for Engineering Services at the July 16, 2019 Council Meeting. Allowing an additional four weeks for HEPSCD review and approval, we anticipate that the project will be ready for bidding in late September 2019.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, Crew proposes compensation for Professional Engineering Services as follows:

Task	Fee
Survey, Design Drawings, Detour Plans, Specifications, HEPSCD application, and 20 Copies of Bidding Documents	\$ 20,600 Lump Sum

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township of West Orange and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

Crew will bill the Township of West Orange for Professional Engineering Services on a monthly basis. For lump-sum services, billing will be based on the percentage of work completed and a synopsis of the project status will be provided. For services provided on the basis of hourly fee rates plus reimbursable expenses, the billing will reflect the time expended by Crew personnel assigned to the project, Subconsultant fees, reimbursable expenses, and a brief description of the services provided. Also enclosed are Crew's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

Crew appreciates the opportunity of presenting this Proposal to the Township of West Orange. Please advise us if you need additional information or require clarification of this Proposal.

Two copies of the Proposal are enclosed. The return of one signed copy will confirm the Township's acceptance of the Proposal and authorization to Crew to proceed with the work.

Very truly yours,

CREW ENGINEERS, INC.



Alec J. Mittiga, P.E.

AM:mw

Enclosure

N:\PROPOSALS\West Orange\P2509 - Improvement of Old Indian Road (St. Cloud Avenue to North Edgewood Avenue)\P2509.docx

Leonard R. Lepore, P.E.
June 14, 2019
Page 5

The Township of West Orange hereby engages Crew Engineers, Inc. to perform the services described above for the compensation set forth and under Crew Engineers, Inc.'s Standard Terms and Conditions. Crew Engineers, Inc. shall be authorized to commence the services upon receipt of an executed copy of this letter. We agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and Crew Engineers, Inc. relating to the project.

ACCEPTED

Township of West Orange
West Orange, NJ

By: _____
Typed Name and Title

Dated: _____

Signature

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CREW ENGINEERS, INC.

TAXPAYER IDENTIFICATION#

223-402-769/000

ADDRESS

1250 ROUTE 23 N
BUTLER NJ 07405

EFFECTIVE DATE:

10/10/95

TRADE NAME:

CONTRACTOR CERTIFICATION#

0098335

ISSUANCE DATE:

09/19/01

Patricia A. Chasocki

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 1086 Teaneck Rd, Ste 5B Teaneck, NJ 07666	CONTACT NAME:	
	PHONE (A/C, No, Ext): 201-837-1100	FAX (A/C, No):
INSURED Crew Engineers, Inc. 1250 Route 23 North Butler NJ 07405	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Travelers Indemnity Company of CT 25682	
	INSURER B : Travelers Indemnity Company 25658	
	INSURER C : Travelers Indemnity Co of America 25666	
	INSURER D : XL Specialty Insurance Company 37885	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 48640044**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			680-4H600532	11/17/2018	11/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-6106L904	11/17/2018	11/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-7687Y853	11/17/2018	11/17/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			UB-4K773039	5/1/2019	11/17/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPS9933534	12/4/2018	12/4/2019	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

M. S. Christian

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Crew can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Crew will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. Crew has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Crew specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Crew employees.

4. DELAYS. If events beyond the control of Client or Crew, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Crew shall be entitled to an equitable adjustment in compensation.

In the event Crew is delayed by Client and such delay exceeds 30 days, Crew shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Client shall pay Crew for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may provide 7 days' written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued. Failure of the defaulting party to commence cure within such time limit and diligently continue shall be cause to suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Crew is supplied for the general guidance of the Client only. Since Crew has no control over competitive bidding or market conditions, Crew cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS. Crew shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Crew specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Crew harmless from any claims resulting from performance of construction-related services by persons other than Crew.

9. INSURANCE. Crew will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Crew's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Crew as an additional insured on its policies relating to the Project. Crew's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. INDEMNITIES. To the fullest extent permitted by law, Crew shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above by Crew, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Crew, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to

claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project (ii) tested by Crew under this Agreement, or (iii) used or incorporated by Crew in the Services; or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include Crew as an indemnitee under any indemnification obligation to Client.

11. LIMITATIONS OF LIABILITY. No employee or agent of Crew shall have individual liability to Client.

Client agrees that, to the fullest extent permitted by law, Crew's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Crew's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Crew under this Agreement. If Client desires a limit of liability greater than that provided above, Client and Crew shall include a separate paragraph under this Agreement, stating the amount of such limit and the additional compensation to be paid to Crew for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CREW BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

12. ACCESS. Client shall provide Crew safe access to any premises necessary for Crew to provide the Services.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Crew for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless Crew from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

17. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

20. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**CREW ENGINEERS, INC.
BILLING RATE SCHEDULE**

Crew Engineers, Inc. (Crew) will be compensated for professional services in accordance with the following hourly billing rates:

General Description	Hourly Billing Rates
Principal	\$175
Senior Project Manager	\$160
Project Manager	\$150
Senior Project Engineer	\$135
Project Engineer/Project Scientist	\$125
Chief Designer/Chief Surveyor/Senior Designer	\$105
Engineer/Scientist	\$105
Construction Observer/Field Technician	\$82
CADD Operator/Draftsperson	\$80
Technical Support/Technical Typist	\$60

The hourly billing rates indicated above are for the calendar year and are subject to revision and adjustments as of January 1 of each calendar year.

- Crew will bill the CLIENT monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1-1/2 percent per month. The bill shall consist of a summary of direct labor hours by personnel, plus a listing of reimbursable costs incurred. Unless CLIENT provides Crew with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.
- The above rates include **all** employees' wages, payroll burdens, overhead, and profit.
- CLIENT is charged for time actually spent on the project. Timesheets are available for inspection by prior arrangement.
- Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.
- Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed.

In addition to regular hourly billing rates listed above, the CLIENT will also pay for:

- Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- Cost of a record set of reproducible originals or duplicates to be retained by Crew in cases where the CLIENT wants the originals and for the cost of postage and insurance for mailing such originals.
- Cost of any office space and accompanying services used by CLIENT'S representatives.
- All reproductions on behalf of the assignment at our standard rates or billed by outside services.
- All field office expenses.
- Cost for the use of special field equipment, safety equipment, and field sampling equipment or consumables in accordance with billing by outside services, plus 10% handling charges.
- Courier service.
- Travel and subsistence of Crew personnel incurred on behalf of the project. (Current rate for the use of vehicles is in accordance with the present IRS standard mileage rate.)
- Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Crew will obtain CLIENT'S approval before authorizing such services.
- Pay for expert witness testimony equal to 1-1/2 times their hourly billing rate.