



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 10, 2021

John Hess
CME Associates
1460 Route 9 South
Howell, NJ 07731

RE: **DEGNAN PARK IMPROVEMENTS**
TENNIS COURT SURFACE AND LIGHTING
IMPROVEMENTS
ROLLING GREEN TENNIS COURT/PICKLE BALL COURT
SURFACE AND LIGHTING IMPROVEMENTS
REQUEST FOR PROPOSALS

Dear Mr. Hess,

The Township of West Orange requests two separate proposals from Professional Engineering and Professional Land Surveying firms to provide professional services for the reconstruction of the Degnan Park Tennis Courts (five courts) on Alisa Drive and the Rolling Green Tennis Courts/Pickle Ball Courts (two courts) on Highland Place and Mt. Pleasant Avenue. The Degnan Tennis Court improvements will consist of new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and net posts, new perimeter fencing and new LED lights with poles, conduit and controls. Currently only four courts are lit but your proposal shall be for lighting all five. For Rolling Green the plan is to convert the tennis courts into pickle ball courts. There are currently two tennis courts but additional pickle ball courts are anticipated especially if the paved hard court service area is enlarged. The Rolling Green pickle ball court improvements will consist of new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and net posts, new perimeter fencing and new LED lights with poles, conduit and controls. A Google Earth View of each site is enclosed.

Each of the two proposals shall be for a complete bid package for each site including design plans, specifications and bid documents. Each proposal shall be a lump sum not to exceed price, and it shall include in addition to the above, the costs of field work, a preliminary plan and three site meetings with the Recreation and Public Works Departments.

The meetings will be a kickoff, preliminary plan review and final design review. The proposal shall also include up to 20 sets of bid documents for each project, attendance at the bid openings, bid reviews and contract award recommendations. Proposals are due by 4:30pm on Tuesday, November 30, 2021. A professional services contract award is anticipated for the December 14, 2021 Council Meeting.

Please contact me if you have any questions.

Very truly yours,

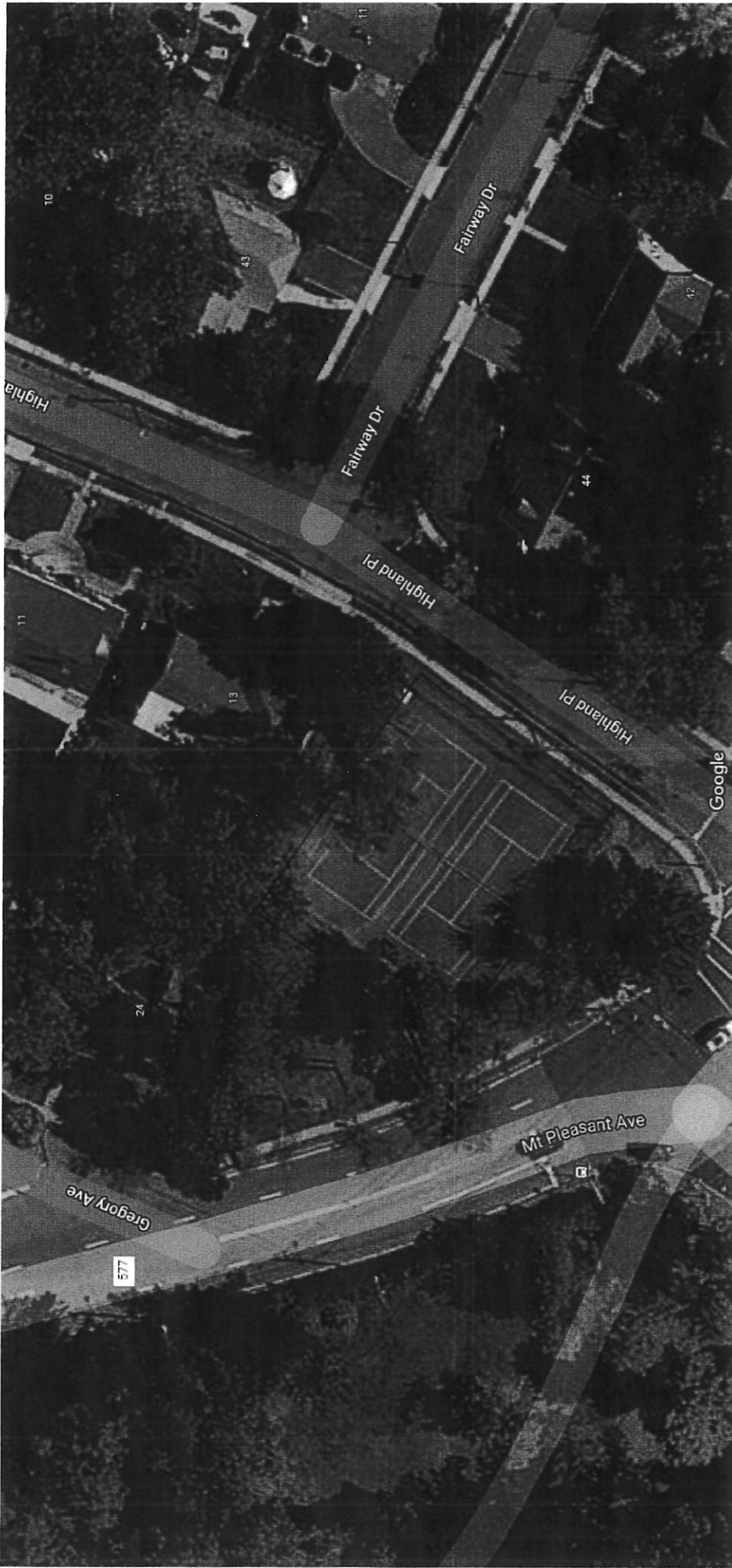


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb



DEGNAN PARK TENNIS COURTS



ROLLING GREEN COURTS



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 22, 2021

John Hess
CME Associates
1460 Route 9 South
Howell, NJ 07731

RE: **DEGNAN PARK IMPROVEMENTS**
TENNIS COURT SURFACE AND LIGHTING
IMPROVEMENTS
ROLLING GREEN TENNIS COURT/PICKLE BALL COURT
SURFACE AND LIGHTING IMPROVEMENTS
REQUEST FOR PROPOSALS

Dear Mr. Hess,

By letter dated, November 10, 2021 I requested two separate proposals for Degnan Park Tennis Court Surface and Lighting Improvements and Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements. This letter revises the RFP for the Rolling Green Courts. The Degnan Courts RFP remains the same.

For Rolling Green the plan is to reconstruct the two existing tennis courts. There will not be any separate pickle ball courts. Also, new LED sports lighting will not be included. The improvements will consist of new hot mix asphalt pavement courses, new color courses, new line striping with the ability to add pickle ball court line striping, new perimeter curb, new nets and net posts and new perimeter fencing.

As before, each of the two proposals shall be for a complete bid package for each site including design plans, specifications and bid documents. Each proposal shall be a lump sum not to exceed price, and it shall include in addition to the above, the costs of field work, a preliminary plan and three site meetings with the Recreation and Public Works Departments. The meetings will be a kickoff, preliminary plan review and final design review. The proposal shall also include up to 20 sets of bid documents for each project, attendance at the bid openings, bid reviews and contract award recommendations. Proposals are due by

4:30pm on Tuesday, November 30, 2021. A professional services contract award is anticipated for the December 14, 2021 Council Meeting.

Please contact me if you have any questions.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

LEONARD R. LEPORE

Director, Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

November 9, 2021

John Hess
CME Associates
1460 Route 9 South
Howell, NJ 07731

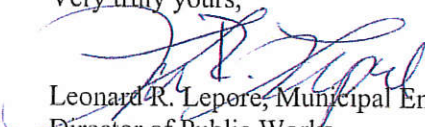
RE: DEGNAN PARK IMPROVEMENTS
WALKWAY RECONSTRUCTION AROUND
VINCENT'S POND
PARKING LOT EXPANSION ADJACENT
TO KATZ COMMUNITY CENTER

Dear Mr. Hess,

The Township of West Orange requests proposals from Professional Engineering and Professional Land Surveying firms to provide professional services for the reconstruction of the asphalt pathway around Vincent's Pond at Degnan Park and the expansion of the parking area at the Toby Katz Community Center also at Degnan Park. A Boundary and Topographic Survey of the parcel known as Block 154.19, Lot 6 is attached. The pathway and location of the expanded parking area are depicted on the survey. Be advised that this survey does not depict the smaller artificial turf baseball field installed earlier this year.

The proposal shall be for a complete bid package including design plans, specifications and bid documents. The proposal shall be a lump sum not to exceed price, and it shall include in addition to the above the costs of field work, a preliminary plan and three site meetings with the Recreation and Public Works Departments. The meetings will be a kickoff, preliminary plan review and final design review. The proposal shall also include up to 20 sets of bid documents, attendance at the bid opening, bid review and a contract award recommendation. Proposals are due by 4:30pm on Tuesday, November 30, 2021. A professional services contract award is anticipated for the December 14, 2021 Council Meeting.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

December 6, 2021

Via Electronic (Engineering@westorange.org) & 1st Class Mail

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

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

**Re: *Estimate of Fees for Professional Engineering Services
Degnan Park Improvements:
Tennis Court Surface, Lighting Improvements,
Walkway Reconstruction around Vincent Pond, and
Parking Lot Expansion Adjacent to Katz Community Center; and,
Rolling Green Tennis Court Improvements
Township of West Orange, Essex County, NJ
Proposal No. 2021-298C***

Dear Mr. Lepore:

CME Associates is pleased to present our fee estimate for the design, permitting and bid phase services for the three (3) above-referenced projects. It is our understanding that these three projects will be designed concurrently and bid as three separate projects. The description of each of the projects is as follows.

- A. Reconstruct the five (5) tennis courts on Alisa Drive at Degnan Park including new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and posts, and new perimeter fencing. Also included is the installation of new LED lights for the five courts, including new poles, conduit and controls.
- B. Reconstruct the asphalt path around Vincent's Pond at Degnan Park and expand the parking area at the Toby Katz Community Center.
- C. Reconstruct the two (2) Rolling Green tennis courts on Highland Place and Mt. Pleasant Avenue including new hot mix asphalt pavement courses, new color courses, new line striping, new perimeter curb, new nets and posts, and new perimeter fencing.

With this being said, our office anticipates the following scope of work:



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

December 6, 2021
Proposal No. 2021-298C
Page 2

A) Meetings

It is anticipated that our office will attend at least three (3) site meetings with the Recreation and Public Works Departments. The meetings will be a kickoff meeting, preliminary plan review and final design review.

B) Design Phase Services

The work in this phase will involve the preparation of the necessary plans and bid documents for the public bid process for each of the three projects. It is our understanding that the boundary and topographic survey will be provided to our office in AutoCAD for preparation of the construction plans for the Degnan Park walkway and parking lot expansion and that same will need to be updated to show the smaller synthetic turf field installed earlier this year. Our work will include the preparation of a location and topographic survey for the five (5) tennis courts at Degnan Park and two (2) tennis courts at Rolling Green and approximately 20' around the perimeter of the courts.

Work in this phase will involve but not be limited to the following:

1. Preparation of Construction Plans for each project to include the following sheets as may be necessary:
 - i. Existing Conditions Plans
 - ii. Demolition Plans
 - iii. Construction Plans
 - iv. Lighting Plan and Details
 - v. Restoration Plans
 - vi. Soil Erosion and Sediment Control Plans
 - vii. Striping Plan
 - viii. Construction Details
 - ix. Maintenance and protection of traffic plans
2. Preparation of Specifications utilizing front end specifications as approved by the Township for each project
3. Preparation of an Engineer's Cost Estimate for each project.



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

December 6, 2021
Proposal No. 2021-298C
Page 3

C) Permitting

Once the final designs are approved and if it is determined that the project will disturb more than 5,000 square feet of soil, a permit application will be submitted to the Hudson-Essex-Passaic Soil Conservation District for plan certification.

D) Bid Phase Services

This phase will include the following services to publicly bid each of the three projects in accordance with the Local Public Contracts Law:

1. Provide the Township with 20 copies of bid documents for prospective bidders as needed.
2. Provide Addenda for Clarification of Project Specifications.
3. Attend Bid Opening.
4. Analyze Responsible Bids and Recommend Contract Award.
5. Coordinate with the Township, as needed.

We will provide the necessary engineering services as described above based upon the following lump sum prices:

Summary of Fee Estimates

A) Meetings.....	\$3,000.00
B) Design Phase Services	\$34,000.00
C) Permitting Phase Services	\$ 3,500.00
D) Bid Phase Services	\$ 6,000.00
Total Fee Estimate (Lump Sum)	\$ 46,500.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Estimate of Fees for Professional Engineering Services
Degnan Park Courts Improvements

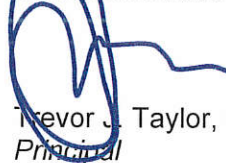
December 6, 2021
Proposal No. 2021-298C
Page 4

Exceptions:

- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.
- Application fees are considered extra and will be requested at time of submission.

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,
CME Associates



Trevor J. Taylor, PE, PP, CME
Principal

TT:pv

Cc: Gregory R. Valesi, PE, PP, CME
John Hess, PE, PP, CME

November 30, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services for
Rolling Green Tennis Court / Pickle Ball Court
Township of West Orange, Essex County, New Jersey

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal for Professional Surveying and Engineering Services for the referenced projects. Pursuant to our site visit on November 18, 2021, we have a clear understanding of the scope of work required to satisfactorily complete the project.

Our December 10, 2020 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

We offer the following project description and scope of services:

PROJECT DESCRIPTION

The Township is proposing improvements to the two (2) tennis courts within Rolling Green on the corner of Mt. Pleasant Avenue and Highland Place. The proposed improvements consist of reconstruction of two (2) tennis courts with additional overlay striping for pickleball. The existing courts are approximately 100' x 100' which is undersized for a two (2) battery court layout according to USTA dimensions. Typical dimensions for a two (2) battery court range from 108' x 120' to 120' x 120' (see attached USTA layouts). Based upon the current lot configuration, it appears that there is insufficient room to expand the court surface to a USTA recommended size. If the Township would like to explore the expansion of the courts, we recommend a boundary survey be prepared. A boundary survey is not included in this proposal and can be addressed with a Proposal Addendum. Other project improvements may consist of ADA accessible walks, new fencing, and court amenities (net posts, tie downs, nets, color surface treatment).

Based on our conversation, we understand the Township proposes to reconstruct the existing courts at their current location by demolishing the existing courts and all associated fencing, lighting, etc. and reconstructing the courts with hot mix asphalt, perimeter concrete curb, ten (10') foot height perimeter fencing (with gates), net posts, net tie downs, tennis nets, and a color coat surface treatment that meets USTA dimensions. The proposed courts will need to be graded to provide adequate drainage to insure minimal drying time after a rain for play. The design will include assessing ADA access to the courts at a location per Township direction.

As discussed in the field, GPI will provide the Township with an order of magnitude estimate that compares the cost of the requested hot mix asphalt court to a post tensioned concrete court. The estimate will provide the Township with information to formulate a decision as to which surface will be utilized for the bid documents. The cost of the estimate is included in the design fee below. Also note, there will be no difference in price for the design of the court surface, either hot mix asphalt or Post tensioned concrete. All other design requirements will remain the same.

SCOPE OF SERVICES

TASK 1 – FIELD SURVEY AND PREPARATION OF BASE MAP

GPI will perform a field survey of the project area, which consists of approximately 0.4-acres within Rolling Green Park. Field survey will be conducted through a combination of conventional surveying, GPS and high definition laser scanning to provide an accurate existing conditions base map. The field work will consist of the tennis courts, as well as topography surrounding the facility for grading and site design. This plan will be the foundation of the design base map.

All survey data will be based on NAD-83 and NAVD-88. Contours will be shown at 1' intervals. Planimetric mapping will include all physical features within the project area. Base mapping will be shown at 1"=20' scale. Elevations on hard surfaces will be shown to the nearest 0.01 ground elevations to the nearest 0.10. Any existing drainage features will be obtained along with invert elevations and pipe sizes. Property lines will be shown from available Borough Tax Map information.

TASK 2– ENGINEERING DESIGN & CONSTRUCTION BID DOCUMENTS

Work will commence with a Kick-off meeting with Township representatives and a site inspection to discuss the project scope. As stated above, GPI will prepare an Order of Magnitude estimate comparing hot mix asphalt to post tension concrete for discussion prior to the final material selection for the courts. GPI will develop preliminary engineering plans for all site improvements to reflect the scope of improvements discussed at the Kick-off meeting.

The proposed site improvements will be less than (1) acre of disturbance and less than one-quarter (0.25) acre of new impervious surfaces; therefore, the project is not considered a "Major Development" and is exempt from the State Stormwater Management rules. *GPI will address grading and overland drainage but will not provide stormwater analysis or a drainage report as part of this project.*

Under this Task, we will attend up to three (3) progress meetings with the Township Recreation and Public Works Department to discuss the proposed design. These meetings will include kickoff, preliminary plan review, and final design review. We will prepare up to two (2) preliminary plans and order of magnitude cost estimates for the proposed improvements and provide to the Township for review and approval. Any comments will be incorporated into the final design plans. Should out of scope design services be requested, we will address in an Addendum Proposal.

Upon approval, GPI will advance the preliminary design into Construction Bid Documents. The final design will be based on the comment and concurrence of the preliminary design plans provided to the Township. Construction Bid Documents will consist of the preparation of Final Engineering Construction Drawings, Specifications, and Engineer's Cost Estimate. The final design phase will include the following:

- a. Completion of final construction plans, including the following drawings:
 - Title Sheet, General Notes and Estimate of Quantities
 - Construction Plan
 - Horizontal and Vertical Control Ties (Base Line Tie Sheets)
 - Soil Erosion and Sediment Control Plans
 - Construction Details
- b. Preparation of final estimate of quantities and cost estimate. This will include the cost estimate for site lighting and electrical improvements.
- c. A Soil Erosion and Sediment Control Plan will be prepared in accordance with Soil Conservation District standards. We will prepare the application and necessary support documentation for submittal to the Hudson-Essex & Passaic County Soil Conservation District.
- d. Construction specifications will be prepared in accordance with the NJDOT Standard Specifications.

- e. The final plans, specifications, and engineer's cost estimate will be submitted to the Engineer for review.
- f. We will provide the Borough with the required number of sets of Plans and Specifications to bid the project.

TASK 3 – BID SUPPORT SERVICES

GPI will provide construction support services, if requested by the Borough. These services include, but are not limited to the following:

- Respond to contractor RFI's during the bidding process,
- Attend Bid Opening
- Review of bids and recommendation letter to the Township's Engineering Department,

ASSUMPTIONS

- SCD permit application fee will be paid by the Township.
- No easements will be needed.
- NJDEP permitting is not required.
- The project is exempt from Stormwater Management requirements. The project does not meet the standard for "Major Development" and therefore does not require the design of a stormwater management system.
- A Geotechnical investigation is not required.
- Sports lighting and electrical design is not required and is not included
- Township will supply backhoe for test pits, should they be required.
- Construction Stake Out is not included in this Proposal.
- Design of retaining walls over 3.5' is not included in this Proposal

FEE PROPOSAL

Our fee for each task of services is as follows:

Task	Fee
1. Field Survey and Preparation of Base Map	\$2,100.00
2. Engineering Design & Construction Bid Documents	\$9,500.00
3. Bid Support Services	\$1,600.00
Total	\$13,200.00

MULTIPLE AWARD DISCOUNTED PRICING

Should the Township find our proposals favorable for the Degnan Park Improvements including (1) Degnan Park Tennis Court Surface and Lighting Improvements, (2) Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements, and/or (3) Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center, and award multiple projects to GPI, we would offer a five percent (5%) discount on each of the awarded projects.

TOTAL THIS PROPOSAL:	\$13,200.00
LESS 5% DISCOUNT:	\$ -660.00
	\$12,540.00

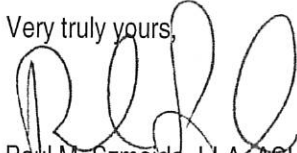
Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange

November 30, 2021

If you have any questions, or we may be of any additional service, please do not hesitate to contact our office.

Please review this proposal and should you determine it to be acceptable, sign, date and return one copy to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. Szmajda', written over the text 'Very truly yours,'.

Paul M. Szmajda, LLA, ASLA
Senior Project Manager

PMS/rem

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cc: Andrew Cangiano, PE, CME

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____ 20____

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Phone Number)

(Fax Number)

HOURLY BILLING RATES

Effective January 1, 2021 – December 31, 2021

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 50.00

Rates Subject to Change Annually



SUBURBAN CONSULTING ENGINEERS, INC.

November 30, 2021

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

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

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

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering & Land Surveying Services
Rolling Green Tennis Court Improvements
Highland Place and Mt. Pleasant Avenue
Our File No.: Proposal SCE-P12714.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for professional surveying and engineering services to the Township of West Orange (Township) for preparation of a complete bid package including design plans, specifications, and bid documents for the Rolling Green Tennis Court Improvements project located in the Township of West Orange, County of Essex, State of New Jersey.

More specifically, the proposed improvements include the reconstruction of the two (2) existing courts consisting of removal of existing asphalt pavement; new hot mix asphalt pavement courses; new color coating; new line striping with the ability to add pickle ball court line striping; new perimeter curb; new nets and posts; and new perimeter fencing. SCE understands that there will **not** be any separate pickle ball courts and no new LED sports lighting will be included as per the revised Request for Proposal (RFP) received on 11/22/2021.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying and engineering field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and a State of New Jersey Professional Land Surveyor (PLS).

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying

96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836
P: (973) 398-1776 | www.suburbanconsulting.com



and engineering field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and a State of New Jersey Professional Land Surveyor (PLS).

SCE has designed tennis court facilities for many public agencies and educational institutions. Previous tennis court projects designed by members of the SCE Project Team include the NCAA Tennis Court Facility at the College of New Jersey (TCNJ), and courts for Georgian Court University; Mount St. Mary Academy; Hackensack High School; Jackson High School; Whippany Park High School; Hanover Park High School; and Warren Hills High School. SCE has also designed tennis court facilities for Grover Cleveland Park in the County of Essex; Roseland Municipal Tennis Courts; Orchard Park in the Township of Wall; the City of Long Branch; City of Watchung; and Beaver Brook Masters Association Tennis Courts in the Township of Clinton.

SCE is also a member of the **American Sports Builders Association (ASBA)** and the project team consists of engineers, landscape architects, planners, construction observation specialists and support team professionals that are familiar with the current technology and proven methods of tennis court and athletic facility construction. Our knowledge of the project area, the various methods and materials available for the design of tennis court reconstruction are second to none and will ensure that the Township receives **an exceptional level of Client service and project satisfaction.**

Our scope of services for this project is further outlined below.

Scope of Services

It is our proposal to complete the project in the following phases:

1. Partial Topographic Survey

It is understood that the Township will provide SCE with any information and mapping they have for the project area.

SCE's in-house survey 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 topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of



previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.

The field survey work will depict current site conditions, surface features, and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to the following:

- Street Right-of-Way (R.O.W.) lines & property lines (approximate based on field evidence and record maps including current Tax Maps).
- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Sanitary and storm sewer features (rim/grate and invert elevations).
- Sidewalks, driveways, walls, and curb (or edge of pavement). Material type will be noted for all features.
- All visible and underground utilities as marked by appropriate authorities, including but not limited to, water, gas, oil, electric, & telecommunications.
- Trees, signposts, benches, fences, etc.

Partial Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Township. The survey will also indicate the presence of wooded areas and individual trees with a diameter breast height (DBH) of 6-inches or greater.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a Boundary Survey be required, a separate proposal for such services will be provided.

2. Preliminary Design

Prior to the start of design, SCE will attend a project kick-off meeting with representatives of the Recreation and Public Works Departments to review the proposed scope of improvements, all available information related to the site, project budget, and schedule.

Upon completion of the survey and base map, SCE will visit the site to confirm the information included on the base map and review any site constraints for the design.



Based on all of the information provided and obtained, SCE will develop a preliminary design for the desired tennis court improvements. It is anticipated that the preliminary design submission to the Township will include the following plans:

- Existing Conditions and Removals Plan.
- Preliminary Site Construction Plan.
- Preliminary Site Grading and Drainage Plan.

SCE will meet with the Recreation and Public Works Departments to review the preliminary design package and discuss any comments. Any comments received from the Township will be addressed, and a revised preliminary design package will be submitted for review prior to proceeding to final design.

3. Final Design

Upon approval of the preliminary design, SCE will prepare the final construction documents for the project. It is anticipated that the final plans will include the following sheets:

- Title Sheet with Key Map.
- Legend, General Notes and Table of Quantities Sheet.
- Existing Conditions and Removals Plan Sheet.
- Site Construction Plan Sheet.
- Site Grading and Drainage Plan Sheet.
- Construction Details Sheets.
- Soil Erosion and Sediment Control Notes and Details Sheets.

Technical specifications will be based on the latest edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction and will be prepared as amendments and supplements to this specification. Administrative (front end) specifications will be prepared and submitted to the Township for review and approval by the Township Attorney.

SCE will prepare an itemized estimate of probable construction cost for the proposed improvements for review by the Township prior to advertisement for bids.

SCE will meet with the Township to review the final plans, specifications, and cost estimate, and will address any comments received from the Township. A final set of plans, specifications, and estimate will be issued prior to bid advertisement.

4. Soil Erosion & Sediment Control Certification

Since the project will disturb more than 5,000 square feet of soil, a certification will be required from the Hudson Essex Passaic Soil Conservation District. SCE will prepare the



application and submit on behalf of the Township. SCE anticipates that an application for the NJDEP 5G3 Nationwide Stormwater Permit will **not** be required since disturbance will be less than one (1) acre.

It is understood that permit application fees are the responsibility of the Township and have not been included in our fee. SCE will coordinate with the Township and request fee checks prior to submission of any permit applications.

5. Bid Services

SCE will provide the Township with twenty (20) copies of the complete bid package including cost estimates, plans and specifications for bidding purposes.

SCE will assist the Township with bidding the project. As part of these services, SCE will attend the bid opening, answer any questions that arise from prospective bidders, and issue an addendum if necessary. SCE will review the bids received by the Township and provide a bid summary and recommendation of award.

Fee Schedule

SCE proposes to provide the following fee for all the work required to provide a complete design package as generally described in the Township's RFP. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1.	Partial Topographic Survey	\$ 3,250
2.	Preliminary Design	\$ 6,400
3.	Final Design	\$ 9,200
4.	Soil Erosion & Sediment Control Certification	\$ 2,100
5.	<u>Bid Services (Including 20 Sets of Plans & Specifications)</u>	<u>\$ 2,765</u>
TOTAL LUMP SUM FEE		\$ 23,715

Project Schedule

We are prepared to commence services upon authorization to proceed and receipt of signed proposal or Purchase Order.

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
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.



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. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- On-site and off-site surveying services (other than indicated above).
- Metes and bounds description.
- Location of subsurface conditions unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Preparation of easement maps or descriptions.
- Wetland delineation.
- NJDEP wetland and flood hazard area permitting services.
- Application and permit fees.
- Zoning Board and Planning Board application preparation.
- Owner or Contractor initiated changes.
- Review agency required revisions.
- Geotechnical Investigations.
- Traffic Studies.

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

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned 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. It is the Owner's responsibility to advise their contractor of these terms.

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.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.



Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. 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; deliverables 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. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12714.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and 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, LLA, PP, ASLA, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

November 30, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
Degnan Park Improvements: Walkway Reconstruction Around Vincent's Pond
Parking Lot Expansion Adjacent to Katz Community Center
Township of West Orange, Essex County, NJ

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is very interested in performing Professional Engineering Services for the referenced project. Pursuant to our site visit on November 18, 2021, we have a clear understanding of the scope of work required to satisfactorily complete the project.

Our December 10, 2020 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

We offer the following project description and scope of services:

PROJECT DESCRIPTION

The Township of West Orange requests survey and engineering design services for the rehabilitation/reconstruction of the existing walking trail around Vincent's Pond located within Degnan Park. The rehabilitation/reconstruction of the trail will be in kind (hot mix asphalt) and all proposed grades will match existing grades. The trail will be designed to match the original width of up to six (6') feet. This proposal assumes that stormwater design is not required and it is not included for the trail.

In addition to the rehabilitation/reconstruction of the trail, the Township would like to expand the parking lot for the Katz Community Center. The proposed parking lot expansion will possibly be located between the existing parking lot and the newly installed artificial turf baseball field. Our assumption is that the parking lot expansion will be less than one-quarter acre (0.25 A) new impervious surface and less than one acre of disturbance and will not require stormwater mitigation. Due to the limited area available for the parking expansion, we propose to provide the Township with up to two conceptual parking layouts for approval prior to initiating and completing the construction plans and specifications.

SCOPE OF SERVICES

GPI understands that the Township of West Orange requires engineering services necessary for the improvements to Degnan Park Improvements: Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center. Throughout the firm's 55-year history, we have provided capital improvement project design to dozens of New Jersey municipalities.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, engineering design, and the preparation of construction plans and specifications for the public bid.

We have reviewed the proposed tasks contained in the RFP, visited the site, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements:

- Field Survey and Base Mapping
- The existing hot mix asphalt walk will be rehabilitated/reconstructed in kind and at grade
- Design of parking lot expansion at Katz Community Center

TASK 1 – FIELD SURVEY AND PREPARATION OF BASE MAP

A. Base Mapping

GPI will provide base mapping for both the walkway and parking expansion utilizing the Neglia 2011 Boundary, Topographic, Wetland Survey and state aerial mapping as well as limited field survey. An accurate map of existing conditions will be prepared for the project area.

TASK 2– ENGINEERING DESIGN & CONSTRUCTION BID DOCUMENTS

A. Parking Expansion Concept Plan

GPI will prepare up to two (2) concept plans for the parking lot expansion utilizing the base map prepared in Task 1(A.) above. The plan(s) will depict parking layouts that will be reviewed by the Township for feasibility. The Township approved parking layout will be added to the construction plans and specifications prepared under Task 2(B.) below.

B. Construction Plans and Technical Specifications

Work will commence with a Kick-off meeting with Township representatives and a site inspection to discuss the project scope. GPI will develop preliminary engineering plans for all site improvements to reflect the scope of improvements discussed at the Kick-off meeting.

The proposed site improvements will be less than one (1) acre of disturbance and less than one-quarter (0.25) acre of new impervious surfaces; therefore, the project is not considered a "Major Development" and is exempt from the State Stormwater Management rules. *GPI will address grading and overland drainage but will not provide stormwater analysis or a drainage report as part of this project.*

Under this Task, we will attend up to three (3) progress meetings with the Township Recreation and Public Works Department to discuss the proposed design. These meetings will include kickoff, preliminary plan review, and final design review. We will prepare a preliminary plan set and order of magnitude cost estimate for the proposed improvements and provide to the Township for review and approval. Any comments will be incorporated into the final design plans. Should out of scope design services be requested, we will address in an Addendum Proposal.

Upon approval, GPI will advance the preliminary design into Construction Bid Documents. The final design will be based on the comment and concurrence of the preliminary design plans provided to the Township. Construction Bid Documents will consist of the preparation of Final Engineering Construction Drawings, Specifications, and Engineer's Cost Estimate. The final design phase will include the following:

- a. Final construction plans, including the following drawings:
 - Title Sheet, General Notes and Estimate of Quantities
 - Construction Plan
 - Horizontal and Vertical Control Ties (Base Line Tie Sheets as needed)
 - Soil Erosion and Sediment Control Plans
 - Construction Details
- b. Preparation of final estimate of quantities and cost estimate.

- c. A Soil Erosion and Sediment Control Plan will be prepared in accordance with New Jersey Soil Conservation District standards. We will prepare the application and necessary support documentation for submittal to the Hudson, Essex, & Passaic Soil Conservation District.
- d. Construction specifications will be prepared in accordance with the NJDOT Standard Specifications.
- e. The final plans, specifications, and engineer's cost estimate will be submitted to the Engineer for review.
- f. We will provide the Borough with up to twenty (20) sets of sets of Plans and Specifications to bid the project.

TASK 3 – BID SUPPORT SERVICES

GPI will provide Bid support services, if requested by the Borough. These services include:

- Respond to contractor RFI's during the bidding process,
- Attend Bid Opening
- Review of bids and recommendation letter to the Township's Engineering Department,

ASSUMPTIONS

- SCD permit application fee will be paid by the Township.
- No easements will be needed.
- NJDEP permitting is not included.
- The project is exempt from Stormwater Management requirements. The project does not meet the standard for "Major Development" and therefore does not require the design of a stormwater management system.
- A Geotechnical investigation is not required.
- Township will supply backhoe for test pits, should they be required.
- Construction Stake Out is not included in this Proposal.
- Design of retaining walls over 3.5' is not included in this Proposal.

FEE PROPOSAL

Our fee for each task of services is as follows:

Task	Fee
1. Field Survey and Preparation of Base Map	\$2,100.00
2(A.) Parking Expansion Concept Plan	\$1,500.00
2(B.) Construction Plans and Technical Specifications	\$9,500.00
3. Bid Support Services	\$1,600.00
Total	\$14,700.00

MULTIPLE AWARD DISCOUNTED PRICING

Should the Township find our proposals favorable for the Degnan Park Improvements including (1) Degnan Park Tennis Court Surface and Lighting Improvements, (2) Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements, and/or (3) Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center, and award multiple projects to GPI, we would offer a five percent (5%) discount on each of the awarded projects.

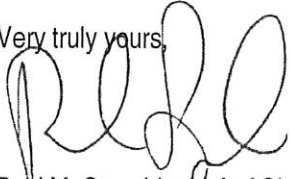
TOTAL THIS PROPOSAL: \$14,700.00
LESS 5% DISCOUNT: \$ -735.00
\$13,965.00

November 30, 2021

If you have any questions, or we may be of any additional service, please do not hesitate to contact our office.

Please review this proposal and should you determine it to be acceptable, sign, date and return one copy to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Paul M. Szmaida', written over the closing 'yours'.

Paul M. Szmaida, LLA, ASLA
Senior Project Manager

PMS/rem

m:\proposals\pms\west orange\degan park walkway & parking 11-30-2021\degan park walkway & parking lot improvements 11-30-2021.docx

cc: Andrew Cangiano, PE, CME

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____ 20____

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Phone Number)

(Fax Number)

HOURLY BILLING RATES
Effective January 1, 2021 – December 31, 2021

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 50.00

Rates Subject to Change Annually



November 30, 2021

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

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

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

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering & Land Surveying Services
Degnan Park Improvements – Walkway Reconstruction Around Vincent's Pond and
Parking Lot Expansion Adjacent to Katz Community Center
Pleasant Valley Way (Block 154.19, Lot 6)
Our File No.: Proposal SCE-P11619.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for professional surveying and engineering services to the Township of West Orange (Township) for preparation of a complete bid package including design plans, specifications, and bid documents for the Degnan Park Improvements project located in the Township of West Orange, County of Essex, State of New Jersey. More specifically, for the reconstruction of the asphalt pathway around Vincent's Pond and the parking area expansion at the Toby Katz Community Center within the park.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the engineering, land surveying, landscape architecture, and environmental fields. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and Professional Land Surveyor (PLS). Our scope of services for this project is further outlined below.

Scope of Services

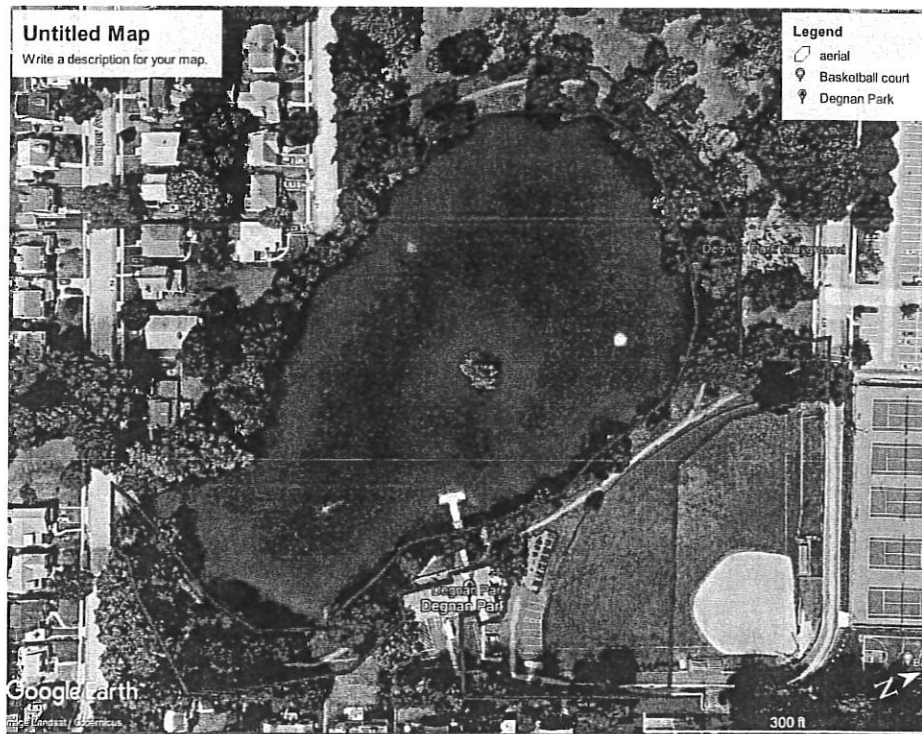
It is our proposal to complete the project in the following phases:

1. Partial Existing Conditions & Topographic Survey

It is understood that the Township will provide SCE with any information and mapping they have for the project area.

SCE's in-house survey 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 topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one-inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.



Proposed Survey Limits

The field survey work will depict current site conditions, surface features and topography. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to the following:

- Street Right-of-Way (R.O.W.) lines & property lines (approximate based on field evidence and record maps including current Tax Maps).



- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Sanitary and storm sewer features (rim/grate and invert elevations).
- Sidewalks, driveways, walls, and curb (or edge of pavement). Material type will be noted for all features.
- All visible and underground utilities as marked by appropriate authorities, including but not limited to, water, gas, oil, electric, and telecommunications.
- Trees, sign posts, benches, fences, etc.

Partial Existing Conditions & Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Township. The survey will also indicate the presence of wooded areas and individual trees with a diameter breast height (DBH) of 6-inches or greater.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a Boundary Survey be required, a separate proposal for such services will be provided.

2. Preliminary Design

Prior to the start of design, SCE will attend a project kick-off meeting with representatives of the Recreation and Public Works Departments to review the proposed scope of improvements, all available information related to the site, project budget, and schedule.

Upon completion of the survey and base map, SCE will visit the site to confirm the information included on the base map and review any site constraints for the design.

Based on all of the information provided and obtained, SCE will develop a preliminary design for the desired walkway and parking lot improvements. It is anticipated that the preliminary design submission to the Township will include the following plans:

- Existing Conditions and Removals Plan
- Preliminary Site Construction Plan
- Preliminary Site Grading and Drainage Plan

SCE will meet with the Recreation and Public Works Departments to review the preliminary design package and discuss any comments. Any comments received from the Township will be addressed and a revised preliminary design package will be submitted for review prior to proceeding to final design.



3. Final Design

Upon approval of the preliminary design, SCE will prepare the final construction documents for the project. It is anticipated that the final plans will include the following sheets:

- Title Sheet with Key Map
- Legend, General Notes and Table of Quantities Sheet
- Existing Conditions and Removals Plan Sheets
- Site Construction Plan Sheets
- Site Grading and Drainage Plan Sheets
- Construction Details Sheets
- Soil Erosion and Sediment Control Notes and Details Sheets

Technical specifications will be based on the latest edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction and will be prepared as amendments and supplements to this specification. Administrative (front end) specifications will be prepared and submitted to the Township for review and approval by the Township attorney.

SCE will prepare an itemized estimate of probable construction cost for the proposed improvements for review by the Township prior to advertisement for bids.

SCE will meet with the Township to review the final plans, specifications, and cost estimate, and will address any comments received from the Township. A final set of plans, specifications and estimate will be issued prior to bid advertisement.

4. Soil Erosion & Sediment Control Certification

Since the project will disturb more than 5,000 square feet of soil, a certification will be required from the Hudson Essex Passaic Soil Conservation District. SCE will prepare the application and submit on behalf of the Township. Once the soil erosion and sediment control certification is received, SCE will file the electronic application for the NJDEP 5G3 Nationwide Stormwater Permit on behalf of the Township.

It is understood that permit application fees are the responsibility of the Township and have not been included in our fee. SCE will coordinate with the Township and request fee checks prior to submission of any permit applications.

5. NJDEP Flood Hazard Area Applicability Determination (FHA AD)

The project is located just outside of the mapped NJDEP and FEMA floodplain study limits; therefore, it is undetermined if the project is within the floodway and/or flood hazard area. However, SCE understands that the walkway replacement project potentially qualifies for a Flood Hazard Area Permit-by-Rule under the *Flood Hazard Area Control Act Rules* at NJAC 7:13. Therefore, to confirm this understanding, SCE will prepare and submit a request for an Applicability Determination (AD) to the NJDEP. The application will include the required form, figures, project description, color photographs, and site plan. The application requires no filing fee.



This proposal excludes floodplain delineations and the preparation and submission of any permit applications. If a permit is ultimately required by NJDEP, SCE will submit a separate proposal for that work for approval.

6. Bid Services

SCE will provide the Township with twenty (20) copies of the complete bid package including cost estimates, plans and specifications for bidding purposes.

SCE will assist the Township with bidding the project. As part of these services, SCE will attend the bid opening, and answer any questions that arise from prospective bidders, and issue an addendum if necessary. SCE will review the bids received by the Township and provide a bid summary and recommendation of award.

Fee Schedule

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1.	Partial Existing Conditions & Topographic Survey	\$ 6,000
2.	Preliminary Design	\$ 9,000
3.	Final Design	\$ 17,450
4.	Soil Erosion & Sediment Control Certification	\$ 3,850
5.	NJDEP Flood Hazard Area Applicability Determination	\$ 2,700
6.	<u>Bid Services (Including 20 Sets of Plans & Specifications)</u>	<u>\$ 3,600</u>
TOTAL LUMP SUM FEE		\$ 42,600

Project Schedule

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

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.



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- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
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- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

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. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- On-site and off-site surveying services (other than indicated above).
- Metes and bounds description.



- Location of subsurface conditions unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Preparation of easement maps or descriptions.
- Wetland delineation
- NJDEP wetland and flood hazard area permitting services
- Application and permit fees.
- Zoning Board and Planning Board application preparation.
- Owner or Contractor initiated changes.
- Review agency required revisions.
- Geotechnical Investigations.
- Traffic Studies.

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

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned 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. It is the Owner's responsibility to advise their contractor of these terms.

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.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. 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; deliverables 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. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P11619.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and 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, Vice President / Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

November 30, 2021

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

RE: Response to Request for Proposals for Professional Engineering and Surveying Services for
Degnan Park Improvements: Tennis Court Surface and Lighting Improvements
Township of West Orange, Essex County, New Jersey

Dear Mr. Lepore:

Greenman-Pedersen, Inc. (GPI) is pleased to submit this proposal for Professional Surveying and Engineering Services for the referenced projects. Pursuant to our site visit on November 18, 2021, we have a clear understanding of the scope of work required to satisfactorily complete the project.

Our December 10, 2020 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

We offer the following project description and scope of services:

PROJECT DESCRIPTION

The Township is proposing improvements to the tennis courts facilities located within Degnan Park along Alisa Drive. The proposed improvements consist of reconstruction of five (5) competition tennis courts. Other site improvements may consist of ADA accessible walks, new fencing, court amenities (net posts, tie downs, nets), and new LED tennis court lighting for all five (5) courts. Based on our site visit, it is assumed adequate power is available for court lighting.

Based on our conversation, we understand the Township proposes to reconstruct the existing courts at their current location by demolishing the existing courts and all associated fencing, lighting, etc. and reconstructing the courts with hot mix asphalt, perimeter concrete curb, upgraded LED sports lighting, ten (10') foot height perimeter fencing (with gates), net posts, net tie downs, tennis nets, and a color coat surface treatment that meets USTA dimensions. The proposed courts will need to be graded to provide adequate drainage to insure minimal drying time after a rain for play. The design will include assessing ADA access to the courts at a location per Township direction.

As discussed in the field, GPI will provide the Township with an order of magnitude estimate that compares the cost of the requested hot mix asphalt court to a post tensioned concrete court. The estimate will provide the Township with information to formulate a decision as to which surface will be utilized for the bid documents. The cost of the estimate is included in the design fee below. Also note, there will be no difference in price for the design of the court surface, either hot mix asphalt or Post tensioned concrete. All other design requirements will remain the same.

SCOPE OF SERVICES

TASK 1 – FIELD SURVEY AND PREPARATION OF BASE MAP

GPI will perform a field survey of the project area, which consists of approximately 0.8-acres within Degnan Park. Field survey will be conducted through a combination of conventional surveying, GPS and high definition laser scanning to provide an accurate existing conditions base map. The field work will consist of the tennis courts, as well as topography surrounding the facility for grading and site design. This plan will be the foundation of the design base map.

Greenman-Pedersen, Inc.

301 Gibraltar Drive, Suite 2A

Morris Plains, NJ 07950

p 973-377-8500

Additional Offices located at: 100 Corporate Drive, Suite 301, Lebanon, NJ 08833

1040 Broad Street, Suite 303, Shrewsbury, NJ 07702

458 Woodbine-Ocean View Road, Suite B, Ocean View, NJ 08230

An Equal Opportunity Employer

All survey data will be based on NAD-83 and NAVD-88. Contours will be shown at 1' intervals. Planimetric mapping will include all physical features within the project area. Base mapping will be shown at 1"=20' scale. Elevations on hard surfaces will be shown to the nearest 0.01 ground elevations to the nearest 0.10. Any existing drainage features will be obtained along with invert elevations and pipe sizes. Property lines will be shown from available Borough Tax Map information.

TASK 2a. – ENGINEERING DESIGN & CONSTRUCTION BID DOCUMENTS

Work will commence with a Kick-off meeting with Township representatives and a site inspection to discuss the project scope. As stated above, GPI will prepare an Order of Magnitude estimate comparing hot mix asphalt to post tension concrete for discussion prior to the final material selection for the courts. GPI will develop preliminary engineering plans for all site improvements to reflect the scope of improvements discussed at the Kick-off meeting.

The proposed site improvements will be less than (1) acre of disturbance and less than one-quarter (0.25) acre of new impervious surfaces; therefore, the project is not considered a "Major Development" and is exempt from the State Stormwater Management rules. *GPI will address grading and overland drainage but will not provide stormwater analysis or a drainage report as part of this project.*

Under this Task, we will attend up to three (3) progress meetings with the Township Recreation and Public Works Department to discuss the proposed design. These meetings will include kickoff, preliminary plan review, and final design review. We will prepare up to two (2) preliminary plans and order of magnitude cost estimates for the proposed improvements and provide to the Township for review and approval. Any comments will be incorporated into the final design plans. Should out of scope design services be requested, we will address in an Addendum Proposal.

Upon approval, GPI will advance the preliminary design into Construction Bid Documents. The final design will be based on the comment and concurrence of the preliminary design plans provided to the Township. Construction Bid Documents will consist of the preparation of Final Engineering Construction Drawings, Specifications, and Engineer's Cost Estimate. The final design phase will include the following:

- a. Completion of final construction plans, including the following drawings:
 - Title Sheet, General Notes and Estimate of Quantities
 - Construction Plan
 - Horizontal and Vertical Control Ties (Base Line Tie Sheets)
 - Soil Erosion and Sediment Control Plans
 - Construction Details
 - Electrical Plans
- b. Preparation of final estimate of quantities and cost estimate. This will include the cost estimate for site lighting and electrical improvements.
- c. A Soil Erosion and Sediment Control Plan will be prepared in accordance with Soil Conservation District standards. We will prepare the application and necessary support documentation for submittal to the Hudson-Essex & Passaic County Soil Conservation District.
- d. Construction specifications will be prepared in accordance with the NJDOT Standard Specifications.
- e. The final plans, specifications, and engineer's cost estimate will be submitted to the Engineer for review.
- f. We will provide the Borough with up to twenty (20) sets of sets of Plans and Specifications to bid the project.

TASK 2b. – ELECTRICAL DESIGN

The plans will incorporate new LED sports lighting for the five (5) courts. It assumed electric service for the lighting system is available at the courts (power for existing HID lighting) and that a new service connection is not required. GPI will design the connection to the system provided by the lighting manufacturer. Light pole footing designed will be the responsibility of the

contractor and lighting manufacturer. If Geotechnical services are required for light pole foundation design, an addendum proposal will be provided for that service.

TASK 3 – BID SUPPORT SERVICES

GPI will provide construction support services, if requested by the Borough. These services include, but are not limited to the following:

- Respond to contractor RFI's during the bidding process,
- Attend Bid Opening
- Review of bids and recommendation letter to the Township's Engineering Department,

ASSUMPTIONS

- SCD permit application fee will be paid by the Township.
- No easements will be needed.
- NJDEP permitting is not required.
- The project is exempt from Stormwater Management requirements. The project does not meet the standard for "Major Development" and therefore does not require the design of a stormwater management system.
- A Geotechnical investigation is not required.
- Township will supply backhoe for test pits, should they be required.
- Construction Stake Out is not included in this proposal.

FEE PROPOSAL

Our fee for each task described above is as follows:

Task	Fee
1. Field Survey and Preparation of Base Map	\$2,800.00
2a. Engineering Design & Construction Bid Documents	\$12,000.00
2b. Electrical Design	\$6,500.00
3. Bid Support Services	\$1,600.00
Total	\$22,900.00

MULTIPLE AWARD DISCOUNTED PRICING

Should the Township find our proposals favorable for the Degnan Park Improvements including (1) Degnan Park Tennis Court Surface and Lighting Improvements, (2) Rolling Green Tennis Court/Pickle Ball Court Surface and Lighting Improvements, and/or (3) Walkway Reconstruction Around Vincent's Pond Parking Lot Expansion Adjacent to Katz Community Center, and award multiple projects to GPI, we would offer a five percent (5%) discount on each of the awarded projects.

TOTAL THIS PROPOSAL:	\$22,900.00
LESS 5% DISCOUNT:	\$ -1,145.00
	\$21,755.00

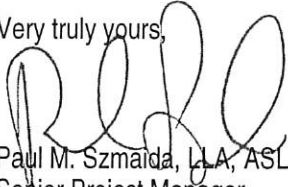
Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange

November 30, 2021

If you have any questions, or we may be of any additional service, please do not hesitate to contact our office.

Please review this proposal and should you determine it to be acceptable, sign, date and return one copy to us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. Szmaida', written over the text 'Very truly yours,'.

Paul M. Szmaida, LLA, ASLA
Senior Project Manager

PMS/rem

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cc: Andrew Cangiano, PE, CME

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above.

Accepted this _____ day of _____ 20____

By

(Authorized Signature)

(Corporate Title)

(Type or Print Name)

(E-Mail Address)

(Phone Number)

(Fax Number)

HOURLY BILLING RATES

Effective January 1, 2021 – December 31, 2021

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 160.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 145.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 80.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 75.00
TECHNICAL TYPIST	\$ 50.00

Rates Subject to Change Annually



November 30, 2021

Via Electronic Mail (llepore@westorange.org) and Regular Mail

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

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

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Engineering & Land Surveying Services
Degnan Park Improvements – Tennis Court & Lighting Improvements
Alisa Drive
Our File No.: Proposal SCE-P11619.031

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for professional surveying and engineering services to the Township of West Orange (Township) for preparation of a complete bid package including design plans, specifications, and bid documents for the Degnan Park Tennis Court Improvements project located in the Township of West Orange, County of Essex, State of New Jersey.

More specifically, the proposed improvements include the reconstruction of the five (5) existing Degnan Park tennis courts on Alisa Drive including removal and disposal of existing asphalt court pavement; new hot mix asphalt pavement courses; new color coating; new line striping; new perimeter curb; new nets and posts; new perimeter fencing; and new LED lights with poles, conduit, and controls. SCE understands that currently only four (4) tennis courts are lit, but this proposal includes lighting for all five (5) courts as requested in the Request for Proposal (RFP). SCE also anticipates that the existing electric service for the site is adequate for the new sports lighting.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying and engineering field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and a State of New Jersey Professional Land Surveyor (PLS).



SCE has designed tennis court facilities for many public agencies and educational institutions. Previous tennis court projects designed by members of the SCE Project Team include the NCAA Tennis Court Facility at the College of New Jersey (TCNJ), and courts for Georgian Court University; Mount St. Mary Academy; Hackensack High School; Jackson High School; Whippany Park High School; Hanover Park High School; and Warren Hills High School. SCE has also designed tennis court facilities for Grover Cleveland Park in the County of Essex; Roseland Municipal Tennis Courts; Orchard Park in the Township of Wall; the City of Long Branch; City of Watchung; and Beaver Brook Masters Association Tennis Courts in the Township of Clinton.

SCE is also a member of the **American Sports Builders Association (ASBA)** and the project team consists of engineers, landscape architects, planners, construction observation specialists, and support team professionals that are familiar with the current technology and proven methods of tennis court and athletic facility construction. Our knowledge of the project area, the various methods, and materials available for the design of tennis court reconstruction are second to none and will ensure that the Township receives **an exceptional level of Client service and project satisfaction**. Our scope of services for this project is further outlined below.

Scope of Services

It is our proposal to complete the project in the following phases:

1. Partial Topographic Survey

It is understood that the Township will provide SCE with any information and mapping they have for the project area.

SCE's in-house survey 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 topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project area will be developed from the site survey, with a maximum scale of one inch equals thirty feet (1" = 30') to depict the project limits. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out as well as the visible surface structures and review of previously available mapping provided to SCE. Presence of known utility information will be identified and noted at both surface and subsurface level.

The field survey work will depict current site conditions, surface features, and topography. SCE will utilize Civil 3D design software to map and model the existing



and proposed conditions. The model will be utilized to establish proper grading and drainage improvements. The completed survey will include, but not be limited to, the following:

- Street Right-of-Way (R.O.W.) lines & property lines (approximate based on field evidence and record maps including current Tax Maps).
- Topography with 1-foot contour intervals and various spot elevations (as necessary).
- Sanitary and storm sewer features (rim/grate and invert elevations).
- Sidewalks, driveways, walls, and curb (or edge of pavement). Material type will be noted for all features.
- All visible and underground utilities as marked by appropriate authorities, including but not limited to, water, gas, oil, electric, & telecommunications.
- Trees, signposts, benches, fences, etc.

Partial Existing Conditions & Topographic Survey of the site in question will be created and it is understood this base map will be the basis of the design. Property lines and/or easements will be shown per the latest Tax Maps from the local authorities and from information made available by the Township. The survey will also indicate the presence of wooded areas and individual trees with a diameter breast height (DBH) of 6-inches or greater.

It should be noted that a Boundary Survey of the overall site or establishment of the adjacent boundary lines is not included in this scope of work. Should a Boundary Survey be required, a separate proposal for such services will be provided.

2. Preliminary Design

Prior to the start of design, SCE will attend a project kick-off meeting with representatives of the Recreation and Public Works Departments to review the proposed scope of improvements, all available information related to the site, project budget, and schedule.

Upon completion of the survey and base map, SCE will visit the site to confirm the information included on the base map and review any site constraints for the design.

Based on all the information provided and obtained, SCE will develop a preliminary design for the desired tennis court improvements. It is anticipated that the preliminary design submission to the Township will include the following plans:



- Existing Conditions and Removals Plan.
- Preliminary Site Construction Plan.
- Preliminary Site Grading and Drainage Plan.
- Preliminary Site Electric and Lighting Plan.

SCE will meet with the Recreation and Public Works Departments to review the preliminary design package and discuss any comments. Any comments received from the Township will be addressed and a revised preliminary design package will be submitted for review prior to proceeding to final design.

3. Final Design

Upon approval of the preliminary design, SCE will prepare the final construction documents for the project. It is anticipated that the final plans will include the following sheets:

- Title Sheet with Key Map.
- Legend, General Notes, and Table of Quantities Sheet.
- Existing Conditions and Removals Plan Sheet.
- Site Construction Plan Sheet.
- Site Grading and Drainage Plan Sheet.
- Site Electric and Lighting Plan Sheet.
- Construction Details Sheets.
- Soil Erosion and Sediment Control Notes and Details Sheets.

Technical specifications will be based on the latest edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction and will be prepared as amendments and supplements to this specification. Administrative (front end) specifications will be prepared and submitted to the Township for review and approval by the Township Attorney.

SCE will prepare an itemized estimate of probable construction cost for the proposed improvements for review by the Township prior to advertisement for bids.

SCE will meet with the Township to review the final plans, specifications, and cost estimate, and will address any comments received from the Township. A final set of plans, specifications, and estimate will be issued prior to bid advertisement.

4. Soil Erosion & Sediment Control Certification

Since the project will disturb more than 5,000 square feet of soil, a certification will be required from the Hudson Essex Passaic Soil Conservation District. SCE will prepare the application and submit on behalf of the Township. SCE anticipates that an application



for the NJDEP 5G3 Nationwide Stormwater Permit will **not** be required since disturbance will be less than one (1) acre.

It is understood that permit application fees are the responsibility of the Township and have not been included in our fee. SCE will coordinate with the Township and request fee checks prior to submission of any permit applications.

5. Bid Services

SCE will provide the Township with twenty (20) copies of the complete bid package including cost estimates, plans, and specifications for bidding purposes.

SCE will assist the Township with bidding the project. As part of these services, SCE will attend the bid opening, answer any questions that arise from prospective bidders, and issue an addendum if necessary. SCE will review the bids received by the Township and provide a bid summary and recommendation of award.

Fee Schedule

SCE proposes to provide the following fee for all the work required to provide a complete design package as described in the Township's RFP. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1. Partial Topographic Survey	\$ 3,150
2. Preliminary Design	\$ 7,350
3. Final Design	\$ 15,450
4. Soil Erosion & Sediment Control Certification	\$ 2,125
5. <u>Bid Services (Including 20 Sets of Plans & Specifications)</u>	<u>\$ 2,625</u>
TOTAL LUMP SUM FEE	\$ 30,700

Project Schedule

We are prepared to commence services upon authorization to proceed and receipt of signed proposal or Purchase Order.

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
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
- Senior Environmental Scientist \$125/hour
- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
- Project GIS Analyst \$130/hour
- GIS Analyst \$125/hour
- Senior GIS Technician \$115/hour
- GIS Technician \$105/hour
- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
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- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Public Meeting Attendance – two (2) hour minimum charge
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.



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. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- On-site and off-site surveying services (other than indicated above).
- Metes and bounds description.
- Location of subsurface conditions unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- Detection of environmental conditions such as wetlands or hazardous materials.
- Preparation of easement maps or descriptions.
- Wetland delineation.
- NJDEP wetland and flood hazard area permitting services.
- Application and permit fees.
- Zoning Board and Planning Board application preparation.
- Owner or Contractor initiated changes.
- Review agency required revisions.
- Geotechnical Investigations.
- Traffic Studies.

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

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned 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. It is the Owner's responsibility to advise their contractor of these terms.

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.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date



the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. 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; deliverables 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. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P11619.031) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and 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, LLA, PP, ASLA, Vice President

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)