

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 136-14

**RESOLUTION
AWARDING CONTRACT FOR
FOR PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES
FOR IMPROVEMENTS TO BORDEN PARK**

WHEREAS, the Township of Maplewood ("the Township") has a need to retain professional consulting engineering services in connection with design and construction administration for Borden Park improvements; and

WHEREAS, proposals were received from three different engineering firms for Engineering Design Services and reviewed by the Township Engineer; and

WHEREAS, the Township Engineer has accepted the proposal dated June 26, 2014, from Suburban Consulting Engineers, Inc., a copy of which is attached; and

WHEREAS, the Township wishes to proceed pursuant to the provisions of N.J.S.A. 19:44A-20.8; and

WHEREAS, the award of contract for professional services is exempt from the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5; and

WHEREAS, the firm of Suburban Consulting Engineers, Inc. is experienced in providing these services; and

WHEREAS, Suburban Consulting Engineers, Inc. has submitted a Business Entity Disclosure Statement which certifies that Suburban Consulting Engineers, Inc. has not made any contribution to a political or candidate committee in the Township in the previous one (1) year and this resolution prohibits Suburban Consulting Engineers, Inc. from making any contributions for the term of this contract; and

WHEREAS, the Township Engineer has recommended award of contract to Suburban Consulting Engineers, Inc.; and

WHEREAS, the Chief Financial Officer has certified that funds are available.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, as follows:

1. A contract be and is hereby awarded to Suburban Consulting Engineers, Inc., pursuant to the terms of their June 26, 2014 proposal in the amount of \$25,915.00;

2. The firm of Suburban Consulting Engineers, Inc. is prohibited from making any contribution to a political or candidate committee during the term of its contract with the Township;
3. The Township Business Administrator and the Township Clerk or her designee be and are hereby authorized to enter into a contract on behalf of the Township in connection with these services;
4. A copy of this Resolution shall be printed once in the News Record of Maplewood and South Orange and is to be retained on file in the Office of the Township Clerk; and
5. The Business Entity Disclosure Certification shall be placed on file with this resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on July 15, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 15th day of July, 2014.

Elizabeth J. Fritzen, R.M.C.
Township Clerk

June 26, 2014

Township of Maplewood
574 Valley Street
Maplewood, New Jersey 07040

Attn.: Thomas Malavasi, PE
Township Engineer

Re: Township of Maplewood, County of Essex, State of New Jersey
Professional Design Services
Borden Park Improvements Project
Our File No.: Proposal SCE-P07826.011

Dear Mr. Malavasi:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide this proposal for Park Design and Consulting Engineering and Construction Phase Support Services to the Township of Maplewood. It is our understanding that the Township of Maplewood's application for \$150,000 of Essex County Open Space Trust Funding is for assistance for a \$266,050 proposed project that would make improvements and renovations within Milo S. Borden ("Borden") Park. Borden Park is one of the Township's multi-use parks and comprises approximately four (4) acres in the northeastern part of Maplewood Township.

SCE has reviewed the project requirements and the existing site and project information provided to us from the Township. We have familiarized our Project Team with the project goals and objectives and have developed the following Scope of Services to meet the needs of the Township.

SCOPE OF SERVICES

Project Summary

There are four (4) elements involved in this park renovation project:

1. Adding irrigation and upgrades to the recently reconstructed multi-purpose field.
2. Repairing and upgrading the surrounding park areas.
3. Upgrading the restrooms to be ADA-compliant.
4. Renovating the existing tennis court.

Detailed Description of the Proposed Improvements

The four (4) elements of the project are detailed below:

1) Reconstructing and renovating the existing multi-purpose field (Area "A")

It is our understanding that the field was recently reconstructed by the Township to remove deleterious materials and was reseeded. In order to maintain the field in its new and better condition, the Township will add irrigation to the field as part of this project. Other improvements include installation of drainage to remove excess runoff and fencing at the ends of the field for soccer activities.

2) Repairing and upgrading the surrounding park areas (Area "B")

The park areas surrounding the field are in disrepair and in dire need of upgrading. The bituminous walkways, which are uneven and cracked, will be replaced with new asphalt and new benches will be installed. The playground will be re-surfaced with a new resilient surface. The lighting system will be reconstructed using energy-efficient components to provide for better safety and illumination, and new park signs will be installed. Fresh landscaping throughout the park will complete this component of the project. The landscaping plan will include pruning the mature trees and shrubs on the site, re-grading as necessary, and installing new plant material.

3) Upgrading the restrooms to meet ADA specifications (Area "C")

It is our understanding that the men's' and women's' restrooms in Borden Park's Shelter House are not ADA-compliant, and need to be updated with handicapped-accessible features. The restroom interiors will be demolished and retrofitted with new fixtures to accommodate individuals with physical constraints.

4) Renovating the existing tennis court (Area "D")

The tennis court at Borden Park has some cracks at the mid-court area, as well as around the perimeter. The existing surface will be removed and repaired. The court lines will be painted to designate the "play" area of the tennis court. Fencing improvements and tennis net posts and nets are not included in this phase of the tennis court renovation, but suggestions may be provided as part of our site evaluation.

The proposed improvements outlined above will be performed in the following phases:

PROJECT INITIATION PHASE

Meetings and Coordination

We will meet with representatives from the Township of Maplewood including the Township Engineer and the Parks and Recreation Department Director and their designees to establish the requirements for the design of the park improvements. We will also meet with other Township personnel to discuss the project intent and planning process. We will discuss the goals of the project with the project stakeholders and create a design that meets the goals, objectives and project budget established by the Township. Once we review and analyze all existing conditions, we will evaluate all options for the type of proposed improvements.

Project Base Mapping and Existing Topographic Field Survey

SCE has performed detailed site inspections of the site and reviewed available aerial photography, topographic mapping, soils maps, and NJDEP mapping prior to implementation of the concept design tasks. This detailed review of documentation will be collected and evaluated to obtain a more thorough assessment of all existing features and utilities associated with the park improvements. This review and reference material has become the baseline data for our pre-proposal site review. It has come to our attention that some site features such as drainage inlets, piping, light poles, and potential utilities are not indicated on the existing topographic mapping provided by the Township. Additional site investigations and field edit measurements will be performed by the SCE project team once awarded the project and we will update the base map information for the development of site plans and construction documents for the project. We will utilize existing topographic mapping provided by the Township and it is our understanding that an outbound boundary survey or new topographic field survey is not required or included in this scope of services and proposed fees.

Background historical data and civil/site development plans for the existing site will be integrated into the project file. SCE will contact related utility companies to obtain any available record information. Critical path issues will be forecasted and tracked to maintain the project schedule. Interviews will be implemented with known sources to take advantage of all available knowledge on the history of the facility.

CONCEPTUAL DESIGN DEVELOPMENT

After assembling the above information, the SCE project team will work with the Township to develop a concept plan for the proposed improvements. Consideration of the site development criteria further described below will allow SCE to arrive at a recommended concept plan. Development criteria considered in the schematic plans will include the following tasks;

1. SCE will work with project stakeholders to provide a Schematic Design Plan, with labels, notes and dimensions at an appropriate scale for presentation, review and approval by the Township. This plan will expand upon any previous prepared concept plans, and describe the various material options; provide a layout indicating spatial arrangement of equipment, schematic detail development, approximate dimensions, limits of site and landscape improvements, signage and other graphical information needed to clarify the proposed improvements.
2. Preliminary Construction Estimates using estimated construction quantities and estimated construction costs will be prepared by the project team. The Preliminary Construction Estimates will be prepared utilizing the ordinary and reasonable skill and care

usually exercised by Engineers and Landscape Architects performing similar services. We will submit copies of the Preliminary Construction Cost Estimates for review by the Township.

3. We will attend a maximum of one (1) meetings or presentations with the Township as part of this phase of the project. Meetings shall be held to discuss the proposed layout and coordination with the Township.

FINAL CONCEPTUAL DESIGN DEVELOPMENT

1. We will revise the Concept plan to reflect the comments and design input we receive from the initial concept plans.
2. We will prepare one (1) color rendering of the Final Concept Plan with images of proposed improvements for presentation purposes. Ten (10) copies of the rendering will be provided at a reduced size of 11" x 17" or 8 1/2" x 11", as well as in electronic format as PDF files to the Township.
3. SCE will ensure that the Final Concept Plan will have sufficient detail to indicate the general scope, materials, location and specification and to allow for incorporation of appropriate comments and evaluations prior to preparation of Final Drawings and Construction Documents.
4. We will revise the plans and cost estimates to accommodate the comments from the Township regarding the initial Concept Plan. Should additional revisions be requested after these initial revisions are performed, then this may be considered additional services.
5. We will prepare dimensioned site plans and colored renderings to be utilized for final approvals and as a basis for preparation of construction documents.

CONSTRUCTION DRAWINGS AND SPECIFICATIONS

Preliminary Engineering

This phase of the work will be the culmination of the data gathering, field investigations, and meetings with the Project Team, the Township, local officials, stakeholders and interested parties. Upon commencement of the preliminary engineering design phase, SCE will initiate planning meetings with the Township to verify that all goals will be investigated to be incorporated in the base design. Select options will be prepared and presented for review, discussion and selection. The end result identified for final design, may include a composite from the options established.

Meetings, Coordination and Material Selection

The SCE team will be available for meetings with the Township, the Project Team, appropriate project stakeholders identified by the Township and regulatory agencies to provide appropriate copies of design information and documents for exchange of information and facts associated with the facility. We would anticipate attending a maximum of one (1) non-public type meetings.

Final Design Development

This phase of the project will be comprised of preparation of construction site plan documents for enabling of regulatory approvals (if required) and construction of the subject project. This phase will include design computations for each aspect of the project requiring finite evaluation. The final design services will also include the preparation of construction specifications, where required, that explain the limits of construction, detailed scope of work and material specifications. Detailed stipulations of requirements for installation of each item of the project will be provided for maintaining control of the project.

SCE will prepare final design plans and specifications and develop construction documents to meet the design and budgetary requirements of the Project Team and the Township and the schedule and budget limitations established for the project. The following design documents will be prepared:

- Construction plans representing the proposed park components, site appurtenances, potential landscaping and structures, site grading, surface treatments, signage, lighting improvements, building fixture improvements, soil erosion and sediment control methods, quantities, construction details, etc.;
- Detailed drawings for the specified improvements;
- Utilities plans with required details for construction;
- Itemized quantities and cost estimates for review and approval;
- Preparation of permit applications and plans for the designated permits;
- Prepare technical specifications for public bid documents and prepare a final engineer's estimate. SCE will prepare written technical specifications and plan documents signed and sealed by a NJ Licensed Professional Engineer for site construction items utilizing industry standard NJDOT format for specifications. We will work with the Township to utilize the typical boilerplate front end documents for the specifications and will prepare bid proposal forms to include the base bid items and alternate bid items for construction.

These documents will be furnished to the Township for review and comment. Upon receipt of comments, SCE will complete the development of the construction documents.

SCE will finalize the construction documents based on the comments received and will provide final documents as a final submission as follows:

- Ten (10) full sets of contract documents signed and sealed plans and specifications prepared by a NJ Licensed Professional Engineer. Plans will be on 22" x 34" sheets. Contract documents including drawings will also be submitted on CD.

REGULATORY COMPLIANCE AND PERMITTING

As a part of the design work for the project, SCE will investigate the jurisdictional requirements associated with the NJDEP, NJDOT, County and local City ordinances to verify if any regulations pertain to the subject improvement plans. SCE will prepare the necessary application materials, reports, calculations, and maps for submission to those agencies that have jurisdiction. All permit application fees are the responsibility of the Township and are not include in our scope of work and associated fees. Upon completing our preliminary review of the project, we have concluded that the following agencies may require review of a permit application:

- Soil Conservation District Plan Certification Coordination - The proposed project may disturb greater than 5,000 SF, requiring a plan certification.
- NJDEP - Storm Water Discharge Permit - Required due to the issuance of a Soil Conservation District Plan Certification.

No other permits or regulatory approvals are anticipated for the specified improvements. However, SCE's design plans will be prepared to satisfy the reviewers for issuance of the applicable construction permits. These services are typical for all projects for which SCE is experienced in performing. Our long term relationships with each of these agencies will assist in the expedited review and process of the required permits.

CONSTRUCTION PHASE SUPPORT (OPTIONAL SERVICES IF DESIRED BY THE TOWNSHIP)

SCE will assist the Township in the pre-bid meeting with contractors and will respond to clarifications and questions from bidders during the bid phase. It is anticipated that there will be one (1) bid package and the project will be bid for a single contractor to be awarded the contract to construct the improvements in one single phase.

Progress Meetings - SCE will attend necessary progress meetings with the

Township, the contractor, subcontractors and the Recreation Department representatives in order to discuss project status, questions or other red flag items. SCE will also attend all other client scheduled meetings through the course of the project.

Contractor Requests for Information - SCE will address all contractor questions that may arise in a timely fashion in order to keep construction on schedule.

Shop Drawing Reviews - SCE will review all shop drawings submitted by the contractor within five (5) working days and make recommendation for amendments or approve without exceptions. Should an expedited review be required to maintain the project schedule, SCE will initiate the review within 24 hours of receipt.

Payments - SCE will assist in the review of payment requests submitted by the contractor and provide a payment recommendation to the Township.

Construction Stake-Out - SCE will provide the contractor with a digital copy of the design plans for utilization in construction stakeout.

Materials Acceptance - SCE will assist in the inspection of all site related materials delivered to the site for compliance with approved shop drawings. All damaged freight will be documented and verified if a field repair can be implemented by the supplier or if the items need to be rejected.

Site Observation - Site progress meetings with the contractor and the Township are included in our proposal. For the purposes of estimating these costs, it is estimated that the project construction time of completion is approximately 60 days. We anticipate providing a construction inspector on site an average of once per week. Should the project or lack of quality of work or experience of the contractor require more than one observation visit per week, we will notify the contractor and the Township of the need for additional site observation and oversight of the contractor.

Project Close-Out - Prior to the completion of the project, SCE will coordinate the completion of all site related final punch list items. The contractors will be provided an ongoing list of items that require to be addressed that will be updated on a monthly basis. Prior to the recommendation of final payment, the contractor will be required to complete all punch list items. Upon completion of the project, SCE will work with the Township to prepare a complete file of all warranties, material data sheets, shop drawings, inspection reports and meeting notes in chronological order.

SCE proposes to provide the above described services for the following fees. These fees include the completion of work as outlined in the scope of work. SCE proposes to invoice the Township monthly on a "percentage complete" basis.

Project Initiation Phase	Lump Sum Fee	\$ 800
Conceptual Design Development	Lump Sum Fee	\$1,200
Final Conceptual Design Development	Lump Sum Fee	\$3,000
Construction Drawings and Specifications	Lump Sum Fee	\$ 14,000
<u>Regulatory Compliance and Permitting</u>	<u>Lump Sum Fee</u>	<u>915</u>
	Total Proposed Fee	\$ 19,915
Construction Phase Support (OPTIONAL)	Lump Sum Fee	\$ 6,000
	Total Proposed Fee with Optional Services	\$ 25,915

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 \$150/hr.
- Project Manager \$140/hr.
- Senior Engineer \$125/hr.
- Engineer \$110/hr.
- Senior Environmentalist \$115/hr.
- Environmentalist \$100/hr.
- Planner \$125/hr.
- Landscape Architect \$125/hr.
- Land Surveyor \$110/hr.
- Senior Designer \$100/hr.
- Designer \$85/hr.
- Technician \$70/hr.
- Senior Inspector \$85/hr.
- Inspector \$70/hr.
- Secretarial/Clerical \$35/hr.
- Survey Equipment Unit Cost
 - Robotic/GPS \$50/hr.
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
 - Large format black and white document reproduction \$0.50/square foot
 - Large format color document reproduction \$3.00/square foot
 - Large volume black and white photocopies \$0.15/copy
 - Large volume color photocopies \$0.30/copy
 - Mileage will be billed at \$0.50 per mile.
 - Approved subcontracted services will be billed at actual cost plus 15 percent.

Services Not Included Unless Authorized

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 reviewed, and if substantial review comments are received, costs will be invoiced in accordance with the hourly rates in accordance with the attached fee structure on a time and material basis. If required, an estimate of costs to address such comments will be provided prior to commencement of such services.

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 subconsultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures

employed by the Contractor.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

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

Billing Schedule

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice. A 1-1/2 percent per month late charge will be applied for all outstanding invoices not paid within fifteen (15) days. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; signed drawings will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one copy to my office. We will consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for sixty (60) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to Suburban Consulting Engineers' Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, do not hesitate to contact me.

We thank you for the opportunity of providing this proposal, and look forward to working with your office on completing this project. Should you find our proposal acceptable, please sign below indicating your concurrence with this agreement and send via email to jperello@suburbanconsulting.com. Should you have any questions or comments pertaining to the contents of this proposal, please feel free to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.


Joseph D. Perello, LLA, RLA, PP

Vice President

ACCEPTED THIS _____ day of _____, 2014.

BY: _____

TITLE: _____
(Print Name and Title)