

Township of West Orange



Procedure for Administration and Inspection of Federal Aid Highway Projects

March 2022

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.0	Introduction	4
2.0	Administrative Responsibilities Township of West Orange for Federal Aid Projects	4-5
3.0	Procurement of Professional Services Consultant Selection	6
3.1	Request for Proposal	6-10
3.2	Advertisement	10
3.3	Evaluation of Proposal and Consultant Selection	10
3.4	Negotiation	10-11
3.5	Project Authorization	11
3.6	Award of Contract	11
3.7	Federal Agreement	11
3.8	Contract Administration	11-12
3.9	Consultant Monitoring	12-13
4.0	Consultant Evaluation	14
5.0	Procurement of Construction Services/Award of Construction Contract	14-19
6.0	Construction Project Management	20
6.1	Responsible Charge/Project Manager/RC/PM	20-21
6.2	Construction Inspection	21-24
6.3	Payment Procedure	24-27
6.4	Chief Financial Officer Certification	27-28
6.5	Source of Documentation	28-29
6.6	Buy America	29
6.7	DBE/Trainee Compliance	29-30
6.8	Contract Changes, Project Schedule, Contract Completion	30-31
6.9	Field Orders	31-32
7.0	Contract Completion Date	32-33
7.1	Change Order Protests/Disputed work	33-34
Appendices		35
Appendix A	West Orange Organization Charts	
Appendix B	Sample RFP	
Appendix C	Consultant Proposal Evaluation Forms & Guides (Design & CM/CI)	
Appendix D	Consultant Contract Performance Rating Forms (Design & CM/CI)	
Appendix E	Sample Field Order Form	
Appendix F	Sample Professional Services Agreement	
Appendix G	Title VI Policy Statement	

Abbreviations

ADA – American with Disabilities Act
CFR- Code of Federal Regulations
CO – Change Order
LPA– Local Public Agency
DBE – Disadvantaged Business Enterprise
FAA – Federal Aid Agreement
FAR – Federal Acquisition Regulation
FAHP – Federal Aid Highway Program
FHWA – Federal Highway Administration
NEPA – National Environmental Policy Act
NJDOT – New Jersey Department of Transportation
MPO – Metropolitan Planning Organization
PS&E – Plans, Specifications & Cost Estimates
QA – Quality Assurance
QC – Quality Control
RC/PM – Responsible Charge/Project Manager
RE – Resident Engineer
RFP – Request for Proposals
SOW – Scope of Work
Specifications – 2019 New Jersey Department of Transportation Standard Specifications
Uniform Act – Uniform Relocation Assistance and Real Property Acquisition Policies
Act of 1970, P.L. 91-646
U.S.C. – United States Codes
Voucher – State of New Jersey Payment Voucher

1. Introduction

Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies, such as the Township of West Orange, to receive Federal Aid Highway Program (FAHP or federal aid) funds through New Jersey Department of Transportation (NJDOT) and the associated regional Metropolitan Planning Organization (MPO). LPAs receiving federal-aid funds are responsible for administering their projects while meeting all federal-aid requirements. The NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that the each LPA that receives FHWA funds, is adequately staffed and suitably equipped to undertake and administer federal-aid projects, and the LPA must provide the supervision and inspection required to complete each project in conformance with the approved Scope of Work (SOW), plans and specifications and ensure that all federal requirements are met. Generally speaking, these requirements are set forth in Title 23 United States Codes (U.S.C.) – Highways; Brooks Act, Title 40 U.S.C. - Public Buildings, Property and Works; Title 23 Code of Federal Regulations (CFR) – Highways; Title 48 CFR – Federal Acquisition Regulation; and Title 49 CFR 18 – the Common Grant Rule.

The purpose of this document is to provide Standard Procedures to be used by West Orange for Administration of Federally Funded Transportation Projects administered through NJDOT.

An organization Chart of West Orange’s personnel associated with Federal Aid Projects, along with their duties, is included in this document (See Appendix A).

2. Administrative Responsibilities of the Responsible Charge for Federal Aid Projects

The Township of West Orange must designate a Responsible Charge (RC/PM) for each federal aid project and submit a letter of notification to the Local Aid District Office identifying the Responsible Charge (RC/PM). The RC/PM must be a full-time Township of West Orange employee as required by Title 23 CFR 635.105(a). The employee will be in “responsible charge” of all phases of a Federal Aid Project. The RC/PM is involved in the entire project from project initiation to closeout. The RC/PM (see section 6.1) will be responsible for the administration and oversight of the following tasks:

- a. With the support of a consulting engineering firm and NJDOT Bureau of Environmental Program Resources (BEPR), prepares and/or administers the disbursement of National Environmental Policy Act (NEPA) documents and permits and coordinate with the correspondent agency, state or federal, involved in the preparation and filing of such documents.
- b. With the support of a consulting engineering firm in the preparation of plans, specifications and estimate, provide review, comments and final acceptance of the material produced by the consulting engineering firm. The procurement for consulting services will be described in section 3 of this document.
- c. Right-of-Way availability through the design phase and after the determination of all required ROW, will be coordinated with NJDOT Right-Of-Way procedures and the Township of West Orange Counsel for the preparation of all legal documents to enable continuation of the design phase and project construction. Right-Of-Way procedures must be in conformance with the Uniform Act and be reviewed and approved by NJDOT Right-Of-Way.
- d. Coordination and clearances of all public and private utilities.

- e. Review and concur with the consultant's construction bid review, analysis and recommendation and request further evaluation if the recommendation is deemed incomplete.
- f. Prepare and submit a recommendation of award, in coordination with the consultant and Township of West Orange's Business Administrator and Governing Body.
- g. The Business Administrator/Governing Body Representative will submit their recommendation for approval and execution by the Township of West Orange's Governing Body through a resolution.
- h. The Township of West Orange Legal Counsel will request the Contractor to submit all legal forms and documents for the preparation of the contract, and after the certification of funds by the Director of Finance/Chief Financial Officer, the contract goes to Municipal Council Agenda for resolution to approve.
- i. Along with the Consultant Design Engineer, Reviews and approves final of the Material Sources.
- j. The RC/PM will oversee the Construction Contract Administration and Construction Inspection with responsibility to provide final decisions on all issues related to the contract as recommended by the consultant.
- k. Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America is strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- l. Along with the Consultant Resident Engineer, monitor sampling/testing of materials for compliance with mandated requirements and supported by a professional material testing. Material used that does not pass the required test, will be rejected and shall be replaced at no cost to the Township of West Orange.
- m. Monitor contract time, originally set by the contract documents by comparing the initial construction schedule with progress schedules during construction. Time extensions, if necessary, will be evaluated, commented and/or approved and submitted to NJDOT for acceptance.
- n. Along with the Consultant Resident Engineer, monitor and/or complete necessary forms to comply with Wage rate Compliance, DBE, training goals set for the project.
- o. Along with the Consultant Resident Engineer, oversee and verify the ADA compliance requirements of the project.
- p. Monitor and rate the performance of the consultants.
- q. Monitor the work zone safety and traffic control and provide comments and revisions to the Resident Engineer for immediate action by the Contractor.

3. Procurement of Professional Services – Consultant Selection (For Design & Construction Management/Construction Inspection)

This section covers the procurement and administration of professional services and consultant selection for federally funded projects. The Township of West Orange retains consultant services to provide the following tasks, including but not limited to environmental, surveying, engineering design, right-of-way, geotechnical, landscape design, construction management and inspection services, material testing.

Consultant services funded wholly or partially with FHWA funds are procured and administered by the Township of West Orange in accordance with 49 CFR – Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. All contracts for engineering and designs services related to construction projects will comply with the requirements of 23 U.S.C 112 and 23 CFR 172.

For competitive negotiation/qualification-based Consultant selections, the Township of West Orange must follow the requirements defined by the Brooks Act 40 U.S.C., and the procedure listed below:

3.1 Request for Proposal (RFP) – Competitive Negotiation/Qualification for Design & Construction Management/Construction Inspection Contracts:

DESIGN:

The Township of West Orange will administer and oversee the procurement of professional services by preparing an RFP for Design Services, approved by NJDOT, which includes, but is not limited to the following requirements.

Please note this section outlines the tasks and deliverables for three phases of the NJDOT design process. All phases may not be necessary for each project

For each design phase the Township of West Orange shall prepare a detailed scope of work that includes the following, as a minimum:

- i. Description of the project location and existing conditions
- ii. Description of the proposed improvement
- iii. Location Map
- iv. A list of the tasks to be included in the project, and a description of the work (Scope of Work (SOW)) to be performed for each of the tasks Estimated project schedule by tasks using the critical path method as per NJDOT requirements.
- v. Method of payment of Township of West Orange uses Cost Plus Fixed Fee.
- vi. This method of payment reimburses the Consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. The fixed fee rate will be calculated in accordance with NJDOT methodology. Compensation including statements of, but not limited to, the following:

- Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.
 - This project is federally funded and requires that consultant contracts be compliant with 48 CFR 31 – Contract Cost Principles Under the Federal Acquisition Regulations (FAR). This federally funded project has NJDOT oversight, and to ensure the consultant contract is compliant with FAR cost principles when using federal-aid funds, only NJDOT approved overhead rates will be used. Consultants that do not have approved NJDOT overhead rates must be approved in accordance with NJDOT Procurement policies.
 - The NJDOT approved overhead rate will be used for the purpose of estimating, negotiating, and making payment on the contract. – will be used in developing the cost estimate
 - The method of payment will be the Cost-Plus Fixed Fee.
- vii. Creation of a Proposal Checklist including but not limited to:
- Copies of DBE certifications
 - Proof of NJDOT approved overhead rates
 - New Jersey Business Registration
 - Statement of Ownership
 - Non-Collusion Affidavit
 - Acknowledgment of Receipt of Addendum
 - Checklist Signature Page
- viii. Project Cost and Work Hour Proposal Form
- The tasks listed in this form must match the tasks described in the SOW.
 - This shall be used to negotiate costs

PHASES OF NJDOT DESIGN PROCESS

Concept Development Phase

Conduct data collection, evaluate deficiencies and identify fatal flaws, evaluate planning alternatives, coordinate with stakeholders, complete environmental screening, assess Right of Way, Utility and Access impacts, determine Preliminary Preferred Alternative, identify substandard design elements, determine environmental impacts and document, prepare construction cost estimate and execute the public involvement action plan.

Deliverables

- Design Communication Report
- Purpose and Need Statement
- Preliminary Preferred Alternative
- Environmental Document Classification

Preliminary Engineering Phase

Coordinate with Stakeholders, conduct environmental analysis for PPA, initiate roadway engineering, initiate structural engineering, initiate ROW and access, prepare final design and construction cost estimate, execute public involvement plan

Deliverables

- Design communication report
- Preliminary engineering report
- Approved environmental document
- Approved design exception report
- Cost estimate – final design and construction
- Approved project plan

Final Design Phase

Complete roadway engineering, structural engineering, ROW, utility and access impacts, environmental process and prepare final design submission

Deliverables

- Design communication report
- Environmental reevaluation and permits
- Acquisition of ROW
- Construction contract documents

The construction support services tasks include, but are not limited to, the following:

- Bidding process and award of contract
- Attending pre-construction meeting
- Shop, working drawings, submittals, reviews and approvals.

*Note: The Design Consultant may be retained to perform construction support services during the construction phase.

Construction Management & Inspection (CM/CI):

The Township of West Orange will administer and oversee the procurement of Construction Management and Inspection services by preparing an RFP which outlines the tasks and deliverables for the Construction Management/Inspection contract including but not limited to the following:

- Detailed Scope of Work
 - Construction Schedule
 - Key Staff/Inspector Qualifications Requirements/Responsibilities
 - Prior Similar Work Experience
 - Deliverables
 - Method of Contract Payment.
 - Source Documentation
 - Buy America Provisions
 - Proposal Evaluation Criteria
- Note: Additional CM/CI RFP requirements are included in Section 6 of this document.

PROPOSAL EVALUATION PROCESS (Design & CM/CI)

- Prepares an **evaluation form** (Appendix C) that includes a list of the evaluation factors and their importance. The qualification-based evaluation criteria informs interested Consultants what the Township of West Orange looks for in a proposal such as: experience of the Resident Engineer and key staff, experience with similar projects, location (proximity to project site), past performance, workload, capacity, technical approach, understanding of scope of work, and project management plan. Proposal Evaluation Forms generally consist of the above criteria which can be modified to be more project specific. The criteria selected from the list below shall be cited in the public solicitation as per 23 CFR 172.7(a)(iv).

Prepares a Consultant proposal **evaluation guide** (Appendix C) that provides guidance to the selection committee on how to assign points for each of the evaluation factors.

Prepares a detailed **cost estimate using the Project Cost Work Hour Proposal Form** by tasks and man-hours for the professional services to be broken down by the type of labor, direct costs, and Consultant's fixed fee for the defined scope of work.

Submits the detailed **RFP**, the **evaluation form**, the **evaluation guide** and the **cost**

estimate to NJDOT-Local Aid Office for their review and approval.

Prepares a package of documents to be included with the advertisement for the firms responding to the solicitation for preparation of **expressions of interest and technical proposals**. These documents **must be approved** by NJDOT-Local Aid prior to advertisement.

- The approved detailed RFP.
- An estimated project schedule including the milestones.
- The evaluation form that includes the weighted evaluation factors and their relative importance.
- A cover letter containing instructions for submitting proposals including the time and place for submission of the proposals, the cost proposal and the DBE requirements. The requirement that the technical Proposal and Cost Proposal are to be submitted in separate sealed envelopes will be clearly stated in the RFP.

3.2 Advertisement for Design Services

The Township of West Orange advertises for **expressions of interest and technical proposals**. The **advertisement** is placed in at least two legal newspapers (1 local and 1 regional), for three consecutive weeks. The Township of West Orange will provide at least 14 working days after the last advertisement for the Consultant to respond to the solicitation. A copy of the advertisement and dates will be filed at the Township's offices unless requested by the Local Aid District Office

3.3 Evaluation of the Proposals and Consultant Selection

The Township of West Orange receives the **proposals** at the designated time and place. A separate sealed cost proposal is submitted as part of the proposal.

Proposals are evaluated and ranked independently by members of the Consultant Selection Committee. The consultant Selection Committee shall consist of at least three individuals including representatives the Township of West Orange,

All submitted proposals must be evaluated and ranked according to the evaluation criteria and scoring process outline in the RFP. (Proposal Rating Guide is in Appendix C of this document)

The members of the Consultant Selection Committee meet to discuss the rankings and, if necessary, ask the top ranked Consultants to make an oral presentation.

The top ranked Consultant is selected, and their cost proposal is opened.

3.4 Negotiations

The Township of West Orange negotiates the Man-hours with the selected Consultant. The Township of West Orange's cost estimate that was prepared prior to the RFP is used as the basis for the negotiation to arrive at a fair and reasonable compensation for the solicited services. Only work included in the original advertised scope of services are incorporated into the

contract. The allowable costs include the direct costs associated with the specific of the contract as well as overhead costs. Only NJDOT approved overhead rates are used. The approved overhead rate is to be used for the estimating, negotiating and making payment on the contract.

If a satisfactory negotiation cannot be reached with the number one Firm, then cost proposal of number two Firm will be opened.

All other Cost Proposals are returned unopened after a successful negotiation process.

3.5 Project Design Authorization

The RC/PM submits the documentation of the Consultant selection process to NJDOT- Local Aid District Office for approval after the selection of the Consultant and cost proposal negotiation.

After written authorization from NJDOT- Local Aid Office, the Township of West Orange executes a contract with the Consultant for the amount authorized.

3.6 Award of Design Contract

The RC/PM recommends to the Township of West Orange Business Administrator/Governing Body, the award of contract for the negotiated cost. After review and comments, the Business Administrator approves the recommendation to the Municipal Council to approve by Resolution.

The Township of West Orange Counsel's Office prepares a Contract for execution by the Consultant.

3.7 Federal Agreement for Design Services

In order to receive federal-aid funds for a project, the Township of West Orange executes a project specific Federal Aid Agreement (FAA) with NJDOT.

NJDOT-Local Aid prepares and submits to the Township of West Orange a Federal Aid Agreement, a cost reimbursement agreement between the Township of West Orange and NJDOT, Division of Local Aid and Economic Development for the Township of West Orange signatures.

Four(4) copies of the originally signed Agreement along with four(4) copies of the originally signed Resolution are returned to NJDOT-Local Aid Office for execution by the Department.

NJDOT-Local Aid Office returns one copy of Executed Federal Aid Agreement to the Township of West Orange. No work can be done until this agreement is fully executed

3.8 Consultant Contract Administration

The consultant under the supervision of the RC/PM prepares documents for the appropriate design phase. This may include such documents as the preliminary plans, specifications, and engineer's estimate (PS&E). The RC/PM reviews the documents produced in each design phase and provides comments to the consultant. The consultant revises the documents and submits all revisions back to the Township of West Orange for record; copies of the submittals are submitted to NJDOT-

Local Aid Office for review and approval.

The Consultant revises the PS&E package and the Township of West Orange submits the revised preliminary PS&E to NJDOT-Local Aid Office for review. The following documents are needed for the preliminary submission:

- a. Preliminary Plans and Specifications
- b. Engineer's Estimate

The following documents are needed for the final submission:

- a. Final Plans and Specifications
- b. Engineer's Construction Estimate (no older than 30 days from the time of submittal)
- c. Design exception (if applicable)
- d. Project Schedule
- e. Design Certification
- f. Right of Way Certification*
- g. Utility Certification
- h. Permit Certification with copies of the permits (if applicable)
- i. Railroad Certification
- j. Advertising assurance letter
- k. Funding assurance letter
- l. Response to NJDOT comments

*Any need for right-of-way, as determined by the design consultant, will be processed in accordance with NJDOT-Local Aid and NJDOT Right-Of-Way Guidelines for Federally Funded Projects procedure. A right-of-way approval must be obtained from NJDOT Right-Of-Way Office to be part of the final design package. The Township ROW procedure must be approved by NJDOT ROW before any ROW work is done. The Township of West Orange acquires any needed **right-of-way** in accordance with the NJDOT-Local Aid and "NJDOT Right-of-Way Guidelines for Federally Funded Projects" procedure and the Uniform Act.

For projects with estimated construction costs of \$12.5 million or more, the Township of West Orange in accordance with N.J.S.A. 52:15C-10, notifies the Office of the State Comptroller as early as practicable, but not later than 30 days before advertisement.

The Township of West Orange will receive a letter from NJDOT Local Aid approving the Final PS&E submission. Once the project is authorized by FHWA and NJDOT, the Township of West Orange receives a written authorization to advertise for construction along with an award checklist and funding agreement from NJDOT-Local Aid Office.

3.9 Consultant Contract Monitoring (For Design or CM/CI)

The Township of West Orange monitors the selected consultant work throughout the contract assigning a full-time employee as Responsible Charge, who schedules a kickoff meeting with the consultant and representatives from NJDOT Local Aid to discuss the following:

- a. Scope of Work
- b. Sub consultants
- c. Project schedule
- d. ESBE/DBE compliance
- e. Change order
- f. Payment procedures
- g. Affected agencies

The RC/PM schedules monthly progress meetings with the consultant to discuss the project progress and any Township of West Orange comments on the progress plans and specifications.

The RC/PM reviews the monthly payments submitted by the consultant to ensure the costs are consistent with the contract terms and progress of the consultant's work.

The RC/PM reviews ESBE/DBE goal compliance along with the consultant progress schedule and makes monthly payments to the consultant based upon approved invoices submitted.

The RC/PM submits invoices for reimbursements to NJDOT-Local Aid Office monthly or at minimum quarterly or as requested. The invoice package includes:

- a. Copies of the consultant invoices
- b. Proof of payments
- c. Project progress schedule and description

Narrative description of work performed during the payment period and any difficulties or delays encountered include;

Design Consultant:

- 1) comparison of actual accomplishments to the goals established for the payment period;
- 2) comparison, by tasks, of costs incurred with amounts budgeted, and;

Design or CM/CI:

- 3) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 4) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings

4.0 Consultant Evaluation

The Township of West Orange evaluates the Consultant's performance at the completion of the contracts for design services, construction support services, and construction inspection services. An additional evaluation is also performed for the overall project design. The Township of West Orange evaluates the Consultants on:

- a. Adherence to schedule,
- b. Quality of work and
- c. Project Management.

The Township of West Orange evaluates the consultant performance once each contract is completed. (The Consultant Evaluation Form is included in Appendix D). The Township of West Orange holds the consultant liable for any errors and omissions resulting in construction increased cost.

The Consultant evaluation is recorded on forms prepared by the Township of West Orange. The forms include the evaluation categories, the weight of each category, and the eligible rating for each category. Guidelines are prepared for rating of each of the categories to provide a consistent rating.

For the design service phase, the RC/PM rates the Consultant using the information from the written log of the Consultant performance developed by the RC/PM during the design phase of the project.

For the construction support services area, the RC/PM rates the Design Consultant based on the written log developed by the RC/PM during the construction phase and on information received from the Resident Engineer and Inspector. For the construction inspection services phase, the RC/PM rates the Consultant based on the written log developed by the RC/PM during the construction phase.

The Township of West Orange prepares an evaluation of the overall quality of the design project detailing any errors and omissions and their impact to the project cost and schedule after completion of the construction. The Township of West Orange RC/PM reviews and signs the evaluation forms and discusses the evaluation with each Consultant.

The Township of West Orange keeps records of consultant selection and executed contract on file for a minimum of seven years following submittal of final invoice to NJDOT-Local Aid Office.

5.0 Advertisement/Award of Construction Contracts

- The Township of West Orange/RC will send NJDOT Local Aid a schedule of advertisement, anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. NJDOT Local Aid must review and approve the Advertisement. Upon approval, The Township of West Orange

will advertise the project for construction bids within 60 days from the date of the Construction funding authorization letter from NJDOT Local Aid.

- If the Township of West Orange uses its own format for the bid proposal; the construction items and quantities must be the same as the final plans, specs and estimate; as submitted with the authorization request. Any modifications to the construction items and quantities will require NJDOT and FHWA's prior approval and authorization.

The Township of West Orange RC/PM submits bid documents (Plans, Specifications & Estimate) to the Governing Body/Business Administrator's Office, requesting advertisement of the project.

The project advertisement is published once a week for three consecutive weeks in two legal newspapers (1 Local and 1 Regional). The Township of West Orange allows a minimum of 10 working days after the last date of advertisement prior to receiving bids. Copies of all advertisements must be submitted to the NJDOT Local Aid.

The Contract completion date as noted in the bid documents will be specified in the project specifications with provisions for liquidated damages as per NJDOT 2019 Standard Specifications for Road and Bridge Construction section 108.20.

A pre-bid Conference may be scheduled by the Township of West Orange to inform potential bidders of Civil Rights requirements.

West Orange will place the following language into the construction bid solicitation:

- The Disadvantaged Business Enterprise goal is ____%. These requirements should be indicated in the proper locations on Federal Attachment No. 1.
- The number of Training Positions will be '___' where feasible consisting of at least '___' Apprentices and '___' Trainees (Total Trainees Hours = ____). These requirements will be indicated in the proper locations on Federal Attachment No. 2.
- It is recommended that the DBE and Trainee goal be included in the bid advertisement.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

- General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online

website at <https://beta.sam.gov/search?index=wd>. Select state, Township and construction type heading: HIGHWAY where the Project is to be performed then click Search.

- State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at <https://www.nj.gov/labor/wageandhour/>. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).
- If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The Wage Rates from the above listed websites must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.

- “Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.”

The Township of West Orange will receive the bids at the time and place specified, and verifies the required documents shown on the Bidder's checklist are included in the bid proposal at the bid opening. The RC/PM is also present at the bid opening.

Representative of the Township of West Orange provides the RC/PM with copies of all responsive bids proposal packages after the bids are opened and read to the public. The RC/PM provides a copy of the bids (meeting the Township of West Orange and NJDOT Civil Rights requirements listed below Pre-Award of Contract) to the engineering firm retained to perform construction support services, requesting a bid analysis to ensure that bids are balanced. The engineering consultant makes recommendation and notes any discrepancies.

Pre-Award of Contract

- **The Township of West Orange's solicitation will state that bidders must submit the following forms either at the time of bid or within 5 days after bid opening:**
 - A completed and signed Form CR-266 – Schedule of DBE/ESBE/SBE Participation listing each DBE firm being used to meet the Contract goal.
Forms can be downloaded from:
<http://www.state.nj.us/transportation/business/civilrights/forms.shtml>. Revisions to

the CR-266 will not be accepted after its initial submission and prior to award of the Contract. (A statement that all forms can be downloaded from the site location above will be included in the Specifications and Bid Advertisement)

- A completed and signed Verification of DBE/ESBE/SBE Firm (Form CR-273) for each firm listed on the CR-266 to demonstrate direct written confirmation from each DBE firm of willingness to participate on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for all Regular Dealers/Suppliers listed on the CR-266 form, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for all DBE trucking firms listed on the CR-266, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- Documented evidence of good faith efforts if the bidder's commitment shown on the CR-266 fails to equal or exceed the contract DBE goal.

Note - If the Department (NJDOT) determines that the apparent lowest responsive Bidder has failed to commit to meet the Contract DBE Goal and made adequate good faith efforts to do so, the Department (NJDOT) must, before awarding the Contract, provide the Bidder an opportunity for Administrative Reconsideration. The WEST ORANGE TOWN TOWNSHIP will start the process of Administrative Reconsideration. The ADMINISTRATIVE RECONSIDERATION will follow the process shown in the 2019 STANDARD SPECIFICATION SECTION 102.13.,01 BIDDERS PRE-AWARD REQUIREMENTS PART 3.

Immediately after the five day Civil Rights document submittal period following the bid opening, West Orange will verify that all forms have been submitted and email to the Local Aid project manager as well as cc. DOT-CR.Verifications@dot.nj.gov the following:

- The above noted forms submitted by each bidder.
- A list of all responsive bidders as determined by the West Orange's Legal Department in the order of lowest bidder to highest bidder.

The process for contractors who fail to meet the required contract goal can be found in Section 102.13.01 of the 2019 NJDOT Specifications. A request for an administrative reconsideration can be made as per Section 102.13.01 of the NJDOT 2019 Standard Specifications.

Firms listed on the CR-266 will not be counted toward the Contract DBE goal unless completed and signed CR-273 form(s), and applicable CR-272 and CR-274 form(s) are submitted to the Township within the 5 days after bid opening.

NJDOT Civil Rights will review the submitted forms and if the apparent lowest responsive bidder meets the Contract DBE goal, will issue an approval to the Local Aid Project Manager. West Orange will then be notified that they can proceed with the award of this project.

WEST ORANGE MAY NOT AWARD A CONTRACT PRIOR TO THE DEPARTMENT'S APPROVAL AS PER SECTION 102.15 "DISQUALIFICATION OF BIDDERS" IN THE PROJECT SPECIFICATIONS CONSISTENT WITH THE FOLLOWING:

- Failure to submit CR-266 completed and signed with CR-273, applicable CR-272 and CR-274 signed and completed at the time of bid or within 5 days after bid opening will be considered as non responsive bid, and bid will be rejected. No corrections or editing will be allowed after the forms are submitted.
- If the submitted CR-266 form does not meet the contract DBE goal, the bidder must submit at the time of bid or within 5 days after bid opening documentation of "good faith effort". Submittal of such information does not imply NJDOT Division of Civil Rights & Affirmative Action (DCR/AA) approval. The Department's DCR/AA has sole authority to determine whether the contractor is meeting the contract DBE goal or made adequate good faith efforts to do so.

Award of Contract

- West Orange will award the construction contract within 4 months of the date of the authorization to advertise notification from NJDOT Local Aid. West Orange understands that failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, West Orange will submit the following to NJDOT Local for the concurrence in the award of construction contract:
 - Certified copy of the bid summary
 - Original resolution of award
 - Bid analysis*
 - Affidavits of advertisements
 - Written verification that the contractor and/or subcontractors are not on the debarred list
 - Record of Bid opening
 - Copy of Construction Contract Award Letter
 - Letter identifying West Orange's Responsible Charge for the Project
- The Township may jeopardize the Federal Funds if the Township enters contract with prime contractor without Award Concurrence from Local Aid or without the approval of Civil Rights.
- If the bids are rejected for any reason, NJDOT Local Aid will be notified in writing before re-advertising. A written justification for the denial will also be submitted.

- *West Orange will complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated October 7, 2021 {Formerly T5080.4} per the Guidelines: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

Construction Project Agreement - West Orange will provide the following to NJDOT Local Aid (under separate cover letter)

- Within 45 days of receiving the agreement, West Orange will provide two (2) original signed and sealed copies of the Construction agreement along with a signed/sealed Resolution for execution by the NJDOT.
- Certification by West Orange that all projects constructed with Federal funds require full-time construction inspection and oversight. West Orange understands that failure to follow all Federal guidelines may result in the loss of Federal reimbursement.
- No reimburseable work can be performed until the project agreement is executed by the NJDOT.

In addition, the RC/PM and/or the Design Consultant performs the following:

- a) Reviews recommendation letter from the consultant and requests corrections as necessary
- b) Verifies DBE/ Contractors are on the NJ certified list.
- c) Verifies that the DBE/ requirements are being met and that approval from NJDOT Civil Rights has been received.
- d) Verify that Form CR 266 was approved by Civil Rights prior to award of Contract

If the Township of West Orange rejects the bids, they must notify the Local Aid Office in writing explaining the reason(s) the bids were rejected as per Federal Aid Policy Guide. The FHWA has to be notified prior to the Township of West Orange re-advertisement of the project (as per 23 CFR section 635.114).

Once the bid analysis is accepted and completed, and approval from NJDOT Civil Rights received, a letter recommending the award is submitted to the Township of West Orange's Governing Body/Business Administrator's Office who contacts the selected construction company and requests the necessary legal documents for the award of contract. Once the legal documents are submitted, the contract is scheduled to be presented before the Municipal Council for adoption of Resolution to approve award the contract.

The Township of West Orange Counsel prepares a contract to be signed by authorized representatives of both the Township of West Orange and the lowest responsible bidder after the Township of West Orange receives a letter of concurrence of award from the NJDOT. The contract does not become effective until it has been fully executed by all parties.

6.0 Construction Project Management

Title 23 CFR 635.105 specifies oversight requirements for locally administrated federal aid construction projects, which mandates a full-time employee to be responsible charge of Federal-Aid construction projects and to work in conjunction with the consulting company providing Construction Management and Construction Inspection Services outlined by the RFP as described in a separate section of this document.

In accordance with 23 CFR 635.105, a full-time Township of West Orange employee will be designated to be the “Responsible Charge” for each federally funded project. This protocol will be required and applied even when consultants are providing design/contract administration/ or other engineering services on the project.

6.1 Responsible Charge/Project Manager (RC/PM)

The Township of West Orange will provide a full-time employee as required by Title 23 CFR 635.105(a) to be in responsible charge of the construction project. The responsible person in charge is the RC/PM for the project. This applies even when a Consultant provides construction engineering services. The RC/PM is involved in the entire project from start to finish, including the close out process. The RC/PM is required to have completed the Rutgers CAIT Responsible Charge Training Course. A RC/PM can be, if needed, acting as responsible charge on more than one project and directing Township of West Orange personnel to specific projects.

The RC/PM is aware of the qualifications, assignments and on the job performance of the consultant.

The RC/PM schedules the pre-construction meeting after the contract has been signed, and insurances and bonds are posted to the satisfaction of the Corporation Counsel thru the Legal Department. A Notice to Proceed is issued after the pre-construction meeting specifying the start date, the duration of the project as per the specifications and the completion date.

The RC/PM, who is accountable for the project, may share duties with the Resident Engineer (Consultant Inspection Services), however the RC/PM is responsible for the following:

- a. Administers Government project activities, in regard to cost, time, adherence to contract requirements, construction quality and scope of Federal-aid-projects.
- b. Maintains familiarity of day to day project operations, including project safety issues. At a minimum, requires to the Resident Engineer to check daily the maintenance and protection of traffic control to ensure it is set up as established on the bid documents and request the Contractor to resolve any non-conformance issues found.
- c. Makes and participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- d. Visits and reviews the project site on a frequency appropriated to the complexity of the project, maintains record of these visits on a hard copy diary document.

- e. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to eliminate the possibility of fraud, waste and abuse and for accuracy and compliance with the plans and specifications.
- f. Directs project staff, Township of West Orange or consultant, to carry out project administration and contract oversight, in all aspects including proper documentation in regarding records and daily entries.
- g. Ensures that the project receives adequate supervision and inspection to ensure that work is accomplished in conformance with approved plans and specifications.
- h. Ensures Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America certifications to be strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- i. Verify that the Form CR-266 has been approved by Civil Rights prior to Award of Contract.
- j. Ensure that prime contractor is not executing pay items designated for DBE Subcontractor, as approved by Civil Rights.
- k. Follow Civil Rights process for changing, replacing, substituting and omitting a DBE from the Project.

6.2 Construction Inspection

Title 23 CFR 635.123 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. All activities delineated in this Section are to be done by the consultant selected for Construction Inspection Services as Resident Engineer/Inspectors, under the supervision of the RC/PM, who will request revisions or additional information as needed.

The Construction Inspection provider is required to ensure that the project is in compliance with all Federal Regulations during the life cycle of the project. The penalty, in dollar amount, imposed by NJDOT or FHWA for any loss of revenue due to lack of vigilance will be recovered from Construction Inspection Firm. This provision will be included in the Construction Inspection Contract.

The Township of West Orange procures Consultant for Engineering Inspection Services which in conjunction with the RC/PM will oversee the construction and to ensure construction is completed in conformance with the approved plans and specifications.

Following the preconstruction meeting, the Contractor must agree to commence work on a date to be specified in a written "Notice to Proceed" by the RC/PM and fully complete the project within the specified calendar days in the contract documents.

Attendees of the pre-construction meeting will be the RC/PM, Contractor, construction inspection consultant, the design consultant, police, utility companies, local representatives, and NJDOT-Local Aid Office, and NJDOT Civil Rights. The following items will be included in the pre-construction meeting agenda:

- a. Project Description
- b. Key personnel
- c. Construction schedule
- d. Utilities,
- e. Maintenance and protection of traffic
- f. Sub contractors
- g. Items of Construction
- h. Progress meetings frequency
- i. Material Questionnaire
- j. Change Orders
- k. Material sampling requirements
- l. Certificates of compliance for all materials
- m. Buy America requirement
- n. DBE goal and requirements
- o. Trainee Goals & Requirements (if Applicable)
- p. Title VI and Sexual Harassment Policies (Posted at Project Site)
- q. NJDOT Policy and Procedure No: 013.00 DC-18 A (APPROVAL TO SUBLET).
- r. Invoicing
- s. All other federal guidelines and requirements
- t. Final inspections

A NJDOT representative will discuss the Federal Project Requirements and will describe their role of routine check for compliance, additional federal forms will be provided to Contractor.

No construction work shall be allowed on the project before the Federal Aid agreement is executed between the NJDOT and the Township of West Orange, a pre-construction meeting is held, the progress schedule is approved, the field office has been established, and the right-of-way limits, limits of the construction, environmentally restricted areas have been laid out and all environmental agencies that issued permits have been notified. The resident Engineer under the supervision of RC/PM, will schedule, create agenda, maintains notes and records all related to progress meetings. Progress meetings will be arranged as often as necessary.

Resident Engineer reviews all the items submitted by the Contractor such as but not limited to material questionnaire (DC-2891), list of Sub-contractors, affirmative action plan, list of DBE Firms, project work schedule, list of the emergency contact telephone number, material certifications, list of suppliers and mix design reports.

The Township of West Orange, in executing the inspection of the project, will use the 2019 NJDOT Standard Specifications, the approved project Supplementary Specifications, NJDOT Standard Roadway Construction, Traffic Control and Bridge Construction Details, MUTCD and the project plans. The field inspection team will accurately maintain records during construction including daily inspection reports, engineer's diary, material delivery tickets, material certifications, material questionnaires DBE requirements, material testing results and Buy

America Certification.

All activities on the project are documented in the daily inspection reports using NJDOT Daily Inspectors Report Form (DC-29, DC-144 or approved equal) and an Item Summary Sheet. The inspections report are supplemented with field notes that includes measurements (length, width, depth, slope), calculations (area, volume, weights), sketches, a statement of compliance with the plans and specifications, any field changes, comments, delivery tickets that have to be received and initialed by the inspector before placement.

The Resident Engineer will use the summary of pay items to develop the monthly payments and submit them for review to the RC/PM.

The Resident Engineer will ensure that testing of materials is properly conducted and documented in the project file and referenced in the daily reports. The inspection reports are signed and dated by the Inspector and reviewed and initialed by the Resident Engineer. The item summary sheets are used to verify and negotiate the Contractor's payment requests.

The inspection team performs wage rate inspection using the required forms including Form DC-126 and verify that the prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act are met.

The inspection team will make sure that all the environmental commitments and/or permit requirements are met and all required Civil Rights notices are posted at a location visible at the project site. These will be documented in the daily inspection reports.

The maintenance and traffic control plan impacting work zone and pedestrian safety must be reviewed by the resident engineer on a daily basis and be in compliance with the MUTCD and a request to the Contractor to correct or supplement accordingly. A record of this daily inspection must be included on the daily report. The inspection team shall ensure that all the pedestrian facilities constructed in accordance with Section 504 of Rehabilitation Act of 1973 and Title II of ADA Act of 1990 and in accordance with AASHTO standards and Americans with Disabilities Act, Accessibility Guidelines (ADAAG).

The inspection team, under the RC/PM supervision, monitors and requests corrections from the Contractor as needed of: progress schedule, Contractor payments and contract completion to make sure full adherence to the approved schedule and specified contract time.

The inspection team shall monitor that the DBE/ESBE goals identified in the approved bid documents on the Form CR-266F-Schedule of DBE Participation for the project are met. The inspection team verifies and ensures that the work to be performed by DBE Sub-contractors is being performed by the previously approved DBE Firms listed on the Form CR-266F. The Resident Engineer will use the daily reports to document the on-site monitoring.

Any changes to the DBE Goals or Contractors must be submitted to NJDOT on revised Form (CR-266) for approval. Section 108.01 of the NJDOT specifications must be followed.

The RC/PM submits to NJDOT the following documents monthly:

- a. Form DC-126 - Wage Rate Inspection
- b. Form DC-127- Monthly Summary of Contractors Payrolls
- c. Form 347 Statement of Compliance and Certified Payrolls
- d. Form CR-267 -Monthly Report, DBE Utilization
- e. Proof of payment to all subcontractors (DL-72)
- f. Cancelled checks as proof of payment for DBE subcontractors

The RC/PM ensures that the Contractor and his sub-Contractors submit CC-257 electronically each month. Copies shall be submitted to NJDOT Local Aid Office with each payment voucher.

6.3 Payment Procedure

Project Billing

- West Orange will provide NJDOT Local Aid with an initial billing (payment voucher) for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT may receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. West Orange understands that failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered “Inactive” if West Orange fails to submit an invoice within the durations described in 23 CFR 630.106. It is West Orange’s responsibility to ensure that the federal funding is not jeopardized for this project due to an “Inactive” project status.

The Contractor submits request for payments to Resident Engineer who verifies the work and quantities. The RC/PM reviews them for completeness.

The monthly payment estimates are prepared based on the field measured quantities recorded in the daily inspection reports, and the summary of the pay item sheets, and include payments for the quantities of work that have been fully completed and are acceptable to the Resident Engineer and RC/PM.

The RC/PM verifies bid unit prices and calculation of payment amount.

The RC/PM verifies Contractor submission of certified payroll, DBE utilization report (if applicable), monthly utilization report, and training report (if applicable) and notifies the Contractor if any additional information is needed.

The RC/PM stamps the invoice with the date it was received. The RC/PM has 10 days to review the invoice. If prompt payment is applicable, the Township of West Orange shall make payment to vendors on or before sixty (60) calendar days from the date on which the properly executed Payment Voucher was received, or the receipt of goods or services, whichever is later.

The RC/PM will ensure NJDOT'S Standard Specification are enforced which require prime contractors pay subcontractors and suppliers for satisfactory performance of their work. Depending up on the particular terms of the contract, payment is required either, no later than 30 days or no later than 10 days of the prime receiving payment from DEPARTMENT/WEST ORANGE TOWN TOWNSHIP/GRANTEE. This includes payment of full retainage and subcontractors paying their subcontractors and suppliers. This payment details must be outlined in Form DL-72 and submitted regularly as required by Civil Rights.

All deficiencies that prevent processing will be identified and the invoice will be returned to the vendor within 10 days of receipt by letter citing the deficiencies. The return date shall be recorded in the log.

Mathematical errors or other items identified as non-payable items can be marked within the payment voucher package. Any changes must be crossed out, and the initials and date must be placed next to the change(s). The payee shall be notified of any reductions.

NJDOT will not provide payment for any IMPROPER PAYMENTS made by The Township of West Orange including but not limited to following:

- The item summary sheet and source document are mismatched.
- The Steel or Iron items installed missing BUY AMERICA CERTIFICATE.
- The prime contractor executed pay items which were designated for DBE Subcontractor as approved by Civil Rights.
- When the Federal Project is INACTIVE.
- In the case of non-compliance of Federal Regulations.
- The CUF (commercially useful function) is not performed by DBE.
- Any penalty imposed by Civil Rights for lack of CUF, SHORTFALL IN DBE GOAL ACHIEVEMENT, MINIMUM WAGE REQUIREMENT or other associated issues.

For Professional Services: The consultant sends a certified invoice with progress schedule to the RC/PM; the RC/PM reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RC/PM makes recommendation for payment to the Township of West Orange Business Administrator/ Finance Department to issue a Purchase Order for the Consultant signature. Once the signed Purchase Order is returned to the Finance Office, a check is mailed to the vendor.

For Construction Services: The contractor sends the invoice to the Resident Engineer who reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RE recommends payment to the RC/PM; the RC/PM reviews the invoice to ensure conformance. If the invoice conforms, the RC/PM recommends payment to Township of West Orange Business Administrator/Finance Office who in turn reviews/approves the invoice and issues a Purchase Order for the Contractor signature. Once the signed Purchase Order is returned to Finance, a check is mailed to the vendor. The following criteria shall be met for an invoice to be processed:

- a. Payee has signed and dated the invoice. At least one copy must have an original

- signature.
- b. Payee has signed and dated the Payment Voucher declaration.
 - c. Progress report shall accompany the invoice, in accordance with Section 6.2 (b) of the Federal Aid Agreement.
 - d. Evidence of costs incurred to date in the form of payroll certifications or receipts of contractor payments.
 - e. Federal contract compliance documents in accordance with Section 6.2 (b) of the Federal Aid Agreement have been submitted and verified during the billing period.
 - f. Change Orders if applicable (prior approval required)
 - g. Cost incurred dates for all submissions are within the appropriate timeframe. For example: billing period, following authorization, notice to proceed, and approved contract modification dates, prior to contract completion dates, etc.

Request for Partial payments to NJDOT

The RC/PM prepares the documents and submits invoices for reimbursement to the NJDOT-Local Aid Office either monthly or quarterly on PV forms in accordance to the Federal Aid Guidelines

Progress Reports will accompany all payment vouchers and shall include:

- 1) narrative description of work performed during the payment period and any difficulties or delays encountered;
- 2) comparison of actual accomplishments to the goals established for the payment period;
- 3) comparison, by tasks, of costs incurred with amounts budgeted, and;
- 4) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 5) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.
- 6) Electronic copies of the DC-29s (or DC-144 or approved equal) and an item summary sheet for that voucher payment period.

Final Inspection, Payment and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by West Orange no later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by West Orange to NJDOT within 6 months of receipt of acceptance by NJDOT.

West Orange understands that failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWA funding until such time as progress on close-out is demonstrated.

West Orange may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. West Orange understands that NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

The Resident Engineer, the Design Consultant, and the RC/PM in the presence of the Contractor will perform the final inspection once all the pay items of the project have been completed. The Resident Engineer will provide the Contractor with a punch list of items to be corrected.

The RC/PM also notifies the NJDOT-Local Aid in writing that the project is substantial completed, once all the pay items have been completed.

NJDOT-Local Aid will inspect the project site along with the RC/PM and Resident Engineer/Inspector and inform the Township of West Orange of any necessary corrective action required in writing

The RC/PM will notify the NJDOT in writing after the Contractor has corrected the work included in the punch list and the corrective action list developed by the Resident Engineer/inspector and NJDOT.

NJDOT and the Township of West Orange will perform the final inspection and if the Township of West Orange and NJDOT deem all the work acceptable, the RC/PM will begin preparing the final change order (if required), final payment, and as-built quantities.

6.4 Chief Financial Officer Certification

After final payment has been submitted and paid. The RC/PM submits the project file to the Chief Financial Officer who in turns assigns staff from the Finance Department to conduct internal review and audit. The internal auditor may recommend revision and amendment to the project cost, if necessary. Once audit is completed the Chief Financial Officer certifies the project total cost.

The RC/PM submits the following to NJDOT once the final payment has been issued to the Contractor.

- a. Final Payment Voucher (Form PV) along with back up documentation (copies of the payments to the Contractors)
- b. Chief Financial Officers Certification
- c. Engineer's Certification for Project Completion
- d. Federal Aid Change Order (Form DC-173A)
- e. List of As-built quantities
- f. Evidence of Contractors and sub-contractors Payroll compliance
- g. Form DC-123- Contractors Final Certificate of Compliance
- h. Form DC-126- Wage Rate Inspections

- i. Form DC-127- Monthly Summary
- j. Form 347- Statement of Compliance
- k. Evidence of Contractor's EEO compliance
- l. Form CC-257- Monthly Employment Utilization Report (electronically)
- m. Release Statement from Agreement for Federal Aid
- n. DC-29's (or DC-144 or approved equal) and an item summary (electronically)
- o. CR-268
- p. Calculations for asphalt and fuel price adjustments
- q. Letter certifying all corrective work has been completed
- r. and any other forms and/or documentation deemed necessary

The RC/PM organizes and stores the file for the project indefinitely.

Records Retention

As per State of New Jersey Requirements, "All documents and records, from Consultant Selection through completion of Construction, up to and including payment of the final invoices and vouchers, will be retained for a minimum of 7 (seven) years following payment of final invoice and closeout of the project. Warranty item documents will be retained for a minimum of 3 (three) years from the end of the warranty period."

6.5 Source Documentation

Township of West Orange complies with Title 23 CFR 635.123 to provide for adequate assurance that the quantities of completed work will be determined accurately and on uniform basis. All related source documents upon which payment is based must be matter of record, as basis for the determination of acceptable pay quantities and monthly payments to the Contractor. The means and methods consisting of notes and/or daily reports for the documentation of length, width, depth and slope, calculations of area, volume, weights, sketches must be presented by the Resident Engineer, assigned to the project to protect the public interest and to ensure that the number, size, and characteristics of what being delivered match the plans/specs. The following is a list of the documents and procedures normally accepted as proper source of documentation:

- a. Delivery tickets are received initialed by inspector prior placement of materials
- b. Testing of materials is documented in the project files and referenced in daily inspection reports.
- c. Form DC-29 (or DC-144 or approved equal) is used for daily inspection reports and the instruction on the DC-29 are followed. DC's are supplemented with field notes, pay quantity summaries and photographs that tie the work being done to the plans, specifications and related contract documents
<http://www.state.nj.us/transportation/business/localaid/documents/DC29>
- d. Inspection reports are signed and dated by the inspectors.
- e. The Resident Engineer reviews and initials the daily inspection reports.
- f. The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports
- g. The Resident Engineer uses the summary of pay items to develop periodic pay

estimates for the RC/PM. The summary of pay items must be used for comparison and negotiations of Contractor payment request. The RC/PM must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated Contractor payment, a voucher request will be forwarded to Township of West Orange Chief Financial Officer for Contractor payment.

- h. The Resident Engineer reviews prevailing wage rate requirements of 23 U.S.C and the Davis-Bacon Act, and documents in the Township of West Orange's project files.
- i. NEPA and all environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- j. All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990; Section 504 of the Rehabilitation Act of 1973; 28 CFR Part 35.151 (e) and NJDOT Standard Construction Details.
- k. DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V, Subsection B and NJDOT DBE/ESBE Programs.

6.6 Buy America

Steel or iron products including application of coating permanently incorporated into federal-aid projects must be manufactured in the United States as per Title 23 CFR 635.410 requirements. These requirements apply to the entire federal-aid project. There is no exemption for steel and iron purchased with other than federal funds. Minimal use of foreign steel or iron is permissible if the cost of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater.

Pursuant Section 3 of this document, the RC/PM, as responsible charge, will request to the Resident Engineer and Inspector to ensure that the Buy America Certification be provided at the time of material delivery. No steel or iron will be incorporated into the project without a signed Buy America certification. The certification must be properly labeled as per project specific, and be current, dated, signed and notarized, and specific to the materials at hand and should be delivered prior to steel/iron material is installed. The certification must be printed on the supplier letterhead. This will be documented in the daily inspection reports.

The Resident Engineer will maintain a log of all the steel placed on the project; permanently incorporated, temporary, and temporary but must remain in place (stay in place forms, temporary sheeting left in place by the Contractor).

6.7 DBE/Trainee Compliance

A specified DBE goal is received from NJDOT-Local Aid by the Township of West Orange and included on the Federal Attachments of the bid documents. The RC/PM and the Resident Engineer continuously monitor DBE and Trainee participation and perform Commercial Useful Function reviews as the project progresses and are responsible for ensuring the DBE contract goals will be

met at the time of project completion. Under the supervision of the RC/PM, the Resident Engineer is responsible and maintains a separate file for:

- a. Verification of Recommendation to Award memorandum and the schedule of Participation DBE Form CR-266, to determine status of Sub-contractors to monitor for compliance.
- b. During the course of the Contract, monitors true participation by comparing DBE goal commitments against Request for Approval to Submit Form DC-18; also, cross check the daily reports with each affected Form DC-18, the Recommendation to Award and the Utilization of DBE/SBE Monthly Report Form CR-267.
- c. Ensure all DBEs are performing Commercial Useful Function (CUF) Reviews.
- d. Uses the Daily Work Report to document on-site monitoring of stipulated DBE work items and Contractor performing the work under to ensure compliance.
- e. Notifies the RC/PM and the Contractor in writing of any violations and will direct the Contractor to comply with the requirements. Revisions to the approved DBE program can be made only upon the Contractor submittal of the revised Form CR-266F. The resident Engineer must follow-up promptly to ensure timely solution.
- f. For any DBE/ESBE goal commitments, outlined in the Specifications, which are not fulfilled, the contractor must promptly submit supporting adequate Good Faith Effort with Form CR-268, this will be reviewed by RC/PM and recommended documentation for approval and sent to NJDOT-Local Aid Office. Changes to DBE compliance must be approved by NJDOT Office of Civil Rights.
- g. Executed sub contracts
- h. DC-18's, cancelled checks showing payment to sub-contractors – copies of front and back of check to be provided
- i. DC 18s must be provided to NJDOT Local Aid before subcontractors begin work.
- j. RC/PM monitors Trainee goal Requirements (If Trainees are Required) through on-site monitoring (DC-29A Daily Inspector's Report/or DC-144 or Local Form will be used to monitor the performance of the Trainees). Evidence of Contractor's Trainee compliance must be maintained throughout contract.
- k. Township will have Contractor provide and maintain Apprentice/Trainee Approval Memorandum Part "A", Biweekly Training Reports, Contractor's 1409 Quarterly Training Reports, and Training Certificate for each Trainee candidate assigned to project.

6.8 Contract Changes, Project Schedule, Contract Completion

Contract Changes/Change Orders

Changes in the plans and specifications, and extra work (if necessary) are to be done in accordance with the requirements of NJDOT Standard Specifications, Section 104.03 and Title 23 CFR 635.120 and the procedure outlined below.

Contract changes must be monitored and documented daily. The Contractor may not deviate from the requirements of the contract unless and until a field order is issued by Resident Engineer upon approval by the RC/PM and NJDOT Local Aid. Contract line item overruns are not permissible without formal requests by the Contractor and approvals by the RC/PM. All new or supplemental costs must be negotiated, itemized and justified. All documentation of the negotiations, including the basis of cost, must be on file and included in the change order request.

The Resident Engineer will notify the RC/PM once it becomes apparent that a change to the Plans and/or Specifications is required. After reviewing the plans and/or Specifications to determine if the change is valid and necessary in conjunction with the consultant who designed the project the potential extra work is evaluated and recommended for approval.

The RC/PM notifies the NJDOT- Local Aid Office once it has been established that a Change Order for changes in the contract quantity or extra work/new work is necessary and prepares a field order. The form shall state the description of the change or extra work (new work), reason for the change, value of the change (increases or decreases against the contract price). Time is also evaluated as part of the change order. This form will authorize the Contractor to proceed with the work upon written approval from NJDOT Local Aid.

The Contractor should provide to the Resident Engineer a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The cost will be reviewed by the Resident Engineer and the RC/PM, documented, and negotiated based on the cost estimate prepared by the Resident Engineer, under the supervision and approval of the RC/PM, for the extra work cost presented by the Contractor. The negotiated costs will be included in the change order. The change order will be signed by the Contractor, the Resident Engineer and submitted to the RC/PM for review. If the price for extra/new work cannot be mutually agreed upon, the Township of West Orange will initiate work by force account as per Section 104.03 of the Standard Specifications.

The RC/PM prepares a Federal Aid Change Order (DC-173A) and submits it to NJDOT for their review and approval once the Municipal Council approves the change order. The Change Order will serve as a contract document adjusting the contract price. Any amounts in excess of the authorized contract amount cannot be expended until the Change Order is approved. Time should always be evaluated as part of a change order, because it will change the contract time and contract completion date, therefore any change order must include the required additional time for extra work.

The RC/PM will notify NJDOT if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the Contractor. Upon the written authorization of the NJDOT, the Contractor will be instructed by field order and the Township of West Orange will proceed with the approval of the change order at the next available Municipal Council meeting.

6.9 Field Orders (Appendix E)

The RC/PM will notify NJDOT Local Aid, if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the project completion. The Contractor will provide to the Resident Engineer and RC/PM

a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The negotiated cost will be sent to NJDOT Local Aid and included in the Change Order (Form DC-173A). Upon approval by NJDOT Local Aid, the Contractor will be instructed by Field Order to proceed with the work.

The process for a Field Order shall be as follows:

- a. The contractor shall immediately notify the Resident Engineering that there is a need for a Field Order.
- b. The Resident Engineer shall set up a meeting in the field to include the Contractor and the RC/PM to discuss the needed change, potential cost impacts and potential changes to the Progress Schedule.
- c. Once the change has been agreed upon by all parties, the Resident Engineer shall issue, after the meeting, a written description of the change, including the immediate need for the change and the anticipated cost.
- d. The RC/PM will evaluate the Field Order request and, if acceptable, immediately notify the NJDOT Local Aid by e-mail. Upon written approval from NJDOT Local Aid, the Resident Engineer shall then issue a verbal approval to the contractor. The contractor can then proceed with the Field Order. The Resident Engineer will immediately prepare a written approval of the Field Order after verbal approval is given. The Resident Engineer shall record and verify all work and quantities related to the Field Order and immediately notify the RC/PM if the estimated work for the change should differ significantly from what was discussed. If there are significant differences, RC/PM shall decide whether a revised field change order is required.
- e. The RC/PM will proceed with the approval of the Field Order at the next available Municipal Council meeting and submit to NJDOT Local Aid for formal approval by use of a Federal Aid Change Order (Form DC-173A) as outlined above.

7.0 Contract Completion Date

Contract Completion – Time of Completion and Liquidated Damages shall be in accordance with NJDOT Standard Specification, Section 108.10. The RC/PM issues a formal “Notice-To-Proceed” (NTP), once all Civil Rights documents have been submitted and approved by the NJDOT and all Pre-Construction Meeting Checklist items are completed. The NTP must include the Contract Completion Date.

The Resident Engineer with the supervision of RC/PM, schedules progress review meeting periodically to evaluate the progress on the project and request progress schedule updates from the Contractor. If the Contractor falls behind the schedule, the Contractor will be notified in writing and asked to make every effort to improve the progress.

The Contractor will be advised by the Resident Engineer, who will ensure that, contract time extensions will only be granted for excusable delays specified in Section 108.11 of the NJDOT

2019 Standard Specifications and shall be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs.

If the Contractor fails to complete the contract within the contract time specified in the contract documents, the Contractor will be charged liquidated damages for each working day that the Contractor fails to complete the construction project in accordance with the “schedule of liquidated damages” included in the project specifications.

The RC/PM monitors the project progress and the Resident Engineer and Inspector documents any contract delays throughout the duration of the project. A Contractor request for a contract time extension shall be fully justified, adequately documented, and submitted at the time the excusable delay occurred. A revised progress schedule will be submitted documenting how this delay affected the critical path of the project work. Contract time extensions need approval from NJDOT and the Township of West Orange.

Liquidated Damages

Information regarding Liquidated Damages is included in the Contract Special Provisions – Time of Completion and Liquidated Damages are in agreement with 2019 NJDOT Standard Specification, Section 108.20, will be followed which is defined as the daily amount set forth in the contract to be deducted from the contract price to cover for additional cost incurred by the Township of West Orange because of the Contractor’s failure to complete work within the specified Contract Time. The Contractor must be advised by the Resident Engineer that Liquidated Damages will be assessed at each time that the progress schedule is not been met.

LIQUIDATED DAMAGES or any other penalties proposed will be assessed from the original GRANT AMOUNT shown IN AGREEMENT. The Township of West Orange is solely responsible for producing any documents required by Federal Highway or NJDOT during the project lifecycle during and after the project is closed out throughout the record retention period.

Progress Schedules

The RC/PM with the assistance of the Resident Engineer reviews progress schedule and monitors the contract progress to evaluate impacts to contract time in accordance to Section 153 of NJDOT Standard Specifications. Progress payments are compensation for value of work performed during a covered period as specified in Title 23 CFR 635.123. The RC/PM monitors and documents the project’s progress, Contractor payments and contract completion to ensure compliance to the approved project schedule and contract time.

7.1 Change Order Protests/Disputed Work

If the Contractor disagrees with any terms and conditions of a Change Order or a Field Order, a written protest must be submitted to the Township of West Orange within 15 days of receipt of the Change Order in accordance with Section 104.03 of the NJDOT Standard Specifications.

The Township of West Orange will notify NJDOT-Local Aid of the Contractor’s written protest. Submission of written protest will not relieve the Contractor from obligation to proceed with the

work directed by the Change Order.

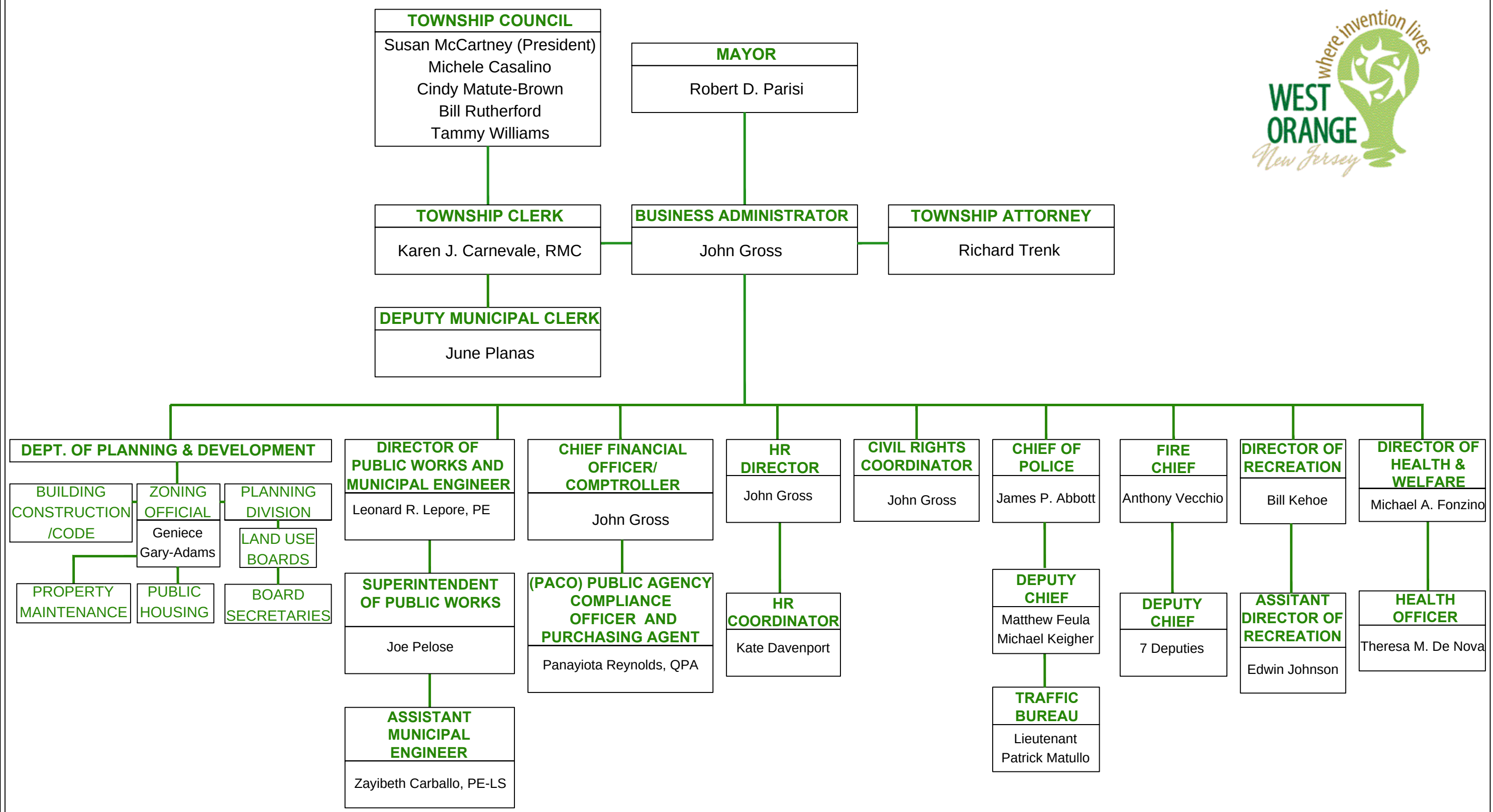
The Township of West Orange will pursue a satisfactory resolution of disputed work issues or claims within a reasonable period of time as required by Standardized Changed Condition clauses per 23 CFR 635.109, NJDOT Standard Specifications and the project Supplementary Specification. The cost to settle work disputes, contract claims, or court awards must be reviewed by NJDOT prior to reimbursement as per 23 CFR 635.124. Any disputed work must be documented in the project records. Disputed work issues or claims must be resolved prior to close out of the project.

APPENDICES

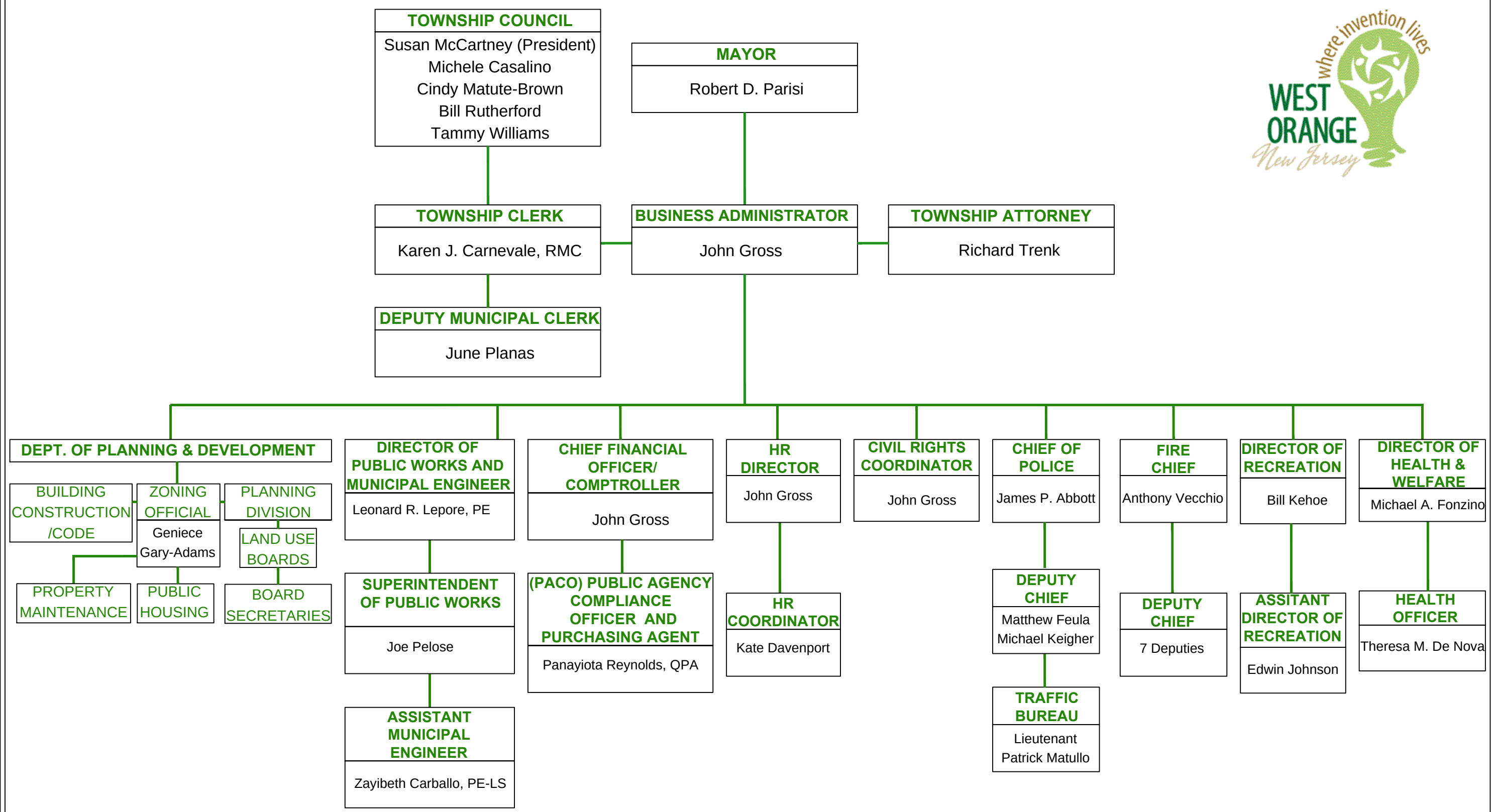
APPENDIX A

ORGANIZATIONAL CHARTS

TOWNSHIP OF WEST ORANGE ORGANIZATIONAL CHART



TOWNSHIP OF WEST ORANGE ORGANIZATIONAL CHART



APPENDIX B

SAMPLE RFP

Sample RFP - APPENDIX B

TOWNSHIP OF WEST ORANGE REQUEST FOR PROPOSAL

For

CONSULTING CIVIL ENGINEERING AND INSPECTION SERVICES

Associated with:

**XXX of
XXX, Route XXX
Section XXX
From XXX to XXX (Route XXX)
Federal Project Number: XXX**

CONTACT PERSON: _____, Director
Office of Budget & Purchasing

MAILING ADDRESS: **TOWNSHIP OF WEST ORANGE**
Division of Purchasing
66 Main St., Room 111, West Orange, NJ 07052

PROPOSAL DUE: 11:00 A.M. on **XXX**

REQUEST FOR PROPOSALS

Public Notice is hereby given that **SEALED PROPOSALS** will be received by the Purchasing Agent of the **TOWNSHIP OF WEST ORANGE**, New Jersey at 11:00am prevailing time on **XXX** in the **ROOM # AND ADDRESS**:

RFP- XXX **REQUEST FOR PROPOSAL TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE XXX, ROUTE
XXX SECTION XXX FROM XXX TO XXX (XXX)
FEDERAL PROJECT NUMBER: XXX
DBE GOAL: XX.X%**

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm>
for additional guidance and requirements.

This project involves Federal funding participation. The **TOWNSHIP OF WEST ORANGE** will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be review by the Department of Transportation prior to use or execution.

Specifications and blank Bid Forms may be obtained online at the following web address
<http://TOWNSHIP OF WEST ORANGE>

Any questions concerning this specification must be directed to the **TOWNSHIP OF WEST ORANGE Office OF Purchasing in writing by email to WEB ADDRESS**

Proposers are required to comply with requirements of NJSA 10:5-31 et seq. and N.J.A.C. 17:27

Proposers must abide by the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150.

The **TOWNSHIP OF WEST ORANGE** reserves the right to reject any or all proposals

By order of the TOWNSHIP OF WEST ORANGE

_____; Director,
Budget & Purchasing
TOWNSHIP OF WEST ORANGE, New Jersey

Date: **XXX**
XXX
XXX

REQUEST FOR PROPOSAL TABLE OF CONTENTS

<u>DESCRIPTION:</u>	<u>NO. OF PAGES:</u>
GENERAL INFORMATION	7
R.F.P. REQUIREMENTS	7
SCOPE OF SERVICES	9
SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT	12
(PURCHASING OR RISK MANAGER ADD "SAMPLE" INSURANCE REQUIREMENTS)	

**REQUEST FOR PROPOSALSTO ESTABLISH A VENDOR TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE XXX OF XXX, ROUTE XXX SECTION
XXX FROM XXX TO XXX (CR XXX)**

PART I - INTRODUCTION

The **TOWNSHIP OF WEST ORANGE** is requesting proposals for **CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE XXX OF XXX CR XXX.**

The **TOWNSHIP OF WEST ORANGE Purchasing OFFICE** is the sole contact for
answering any questions relating to the RFP.

All questions, requests for interpretations and comments shall be prepared in writing and
directed to:

_____, Director
Division of Budget and Purchasing
Department of _____
Township of West Orange
66 Main St., Room 111, West Orange, NJ 07052
973-325-4050
www.westorange.org

No firm intending to submit a proposal or any employee of any firm intending to submit a
proposal shall contact any TOWNSHIP OF WEST ORANGE employee for any reason either
directly or indirectly related to this Request for Proposal. Any firm found violating this policy
will be automatically disqualified from submitting a proposal.

Interpretations or clarifications deemed necessary by the Division of Engineering in
response to questions received from prospective Proposers will be issued by addenda
mailed or delivered to all parties recorded by the Division of Purchasing as having received
the RFP.

Addenda may also be issued by the Division Purchasing to modify the RFP as deemed
advisable by the TOWNSHIP OF WEST ORANGE of Essex County, NJ.

Copies of the RFP may be obtained from:
Division of Budget and Purchasing Bid Portal **WEB ADDRESS**

Proposals must be submitted on or before **XXX** by **11:00 a.m.** Late submissions will not be
entertained.

All proposals must be **RECEIVED** by the **TOWNSHIP OF WEST ORANGE** at the address
shown above no later than the deadline provided for receiving proposals in Request For
Proposals (RFP) Public Notice. Proposals shall be received no later than provided for in the
Request For Proposal notice, after which time they shall be opened and recorded. **One (1)
original, five (5) copies, and one (1) electronic .pdf file of each proposal shall be
submitted. Only one (1) proposal will be permitted from each Proposer.**

Proposals mailed or delivered to the **TOWNSHIP OF WEST ORANGE** shall be in sealed envelopes and clearly labeled as follows:

DO NOT OPEN
REQUEST FOR PROPOSAL (RFP)
CONSULTING ENGINEERING SERVICES
For Construction Engineering & Inspection Services
For the XXX CR XXX

The **TOWNSHIP OF WEST ORANGE** reserves the right to reject any proposal received after the deadline. The **TOWNSHIP OF WEST ORANGE** shall not be responsible for timeliness of mail or messenger delivery.

This proposal is irrevocable by the subscriber or by his, their or its personal or legal representatives. Any subsequent award by the **TOWNSHIP OF WEST ORANGE** to the subscriber shall bind the subscriber and his, their or its heirs, executors, administrators, successors or assigns.

PART II - GENERAL CONDITIONS

Instructions:

All questions must be answered.

Each proposal shall include a Letter of Transmittal which bears the original signature of an authorized representative of the vendor and which also includes the name of individuals authorized to negotiate with the TOWNSHIP OF WEST ORANGE of .

Each proposal shall include a full explanation of the services that will be provided.

Proposals shall be in sufficient detail to determine and evaluate the services provided.

One (1) original, five (5) copy, and one (1) electronic .pdf file of the completed proposal must be delivered by XXX to the TOWNSHIP OF WEST ORANGE ADDRESS, PHONE # BY 11:00 a.m. EDT on that date. Late proposals will not be eligible for review.

Failure or inability to meet any of the requirements set forth in this RFP will be sufficient reason to disqualify prepares.

The **TOWNSHIP OF WEST ORANGE** reserves the right not to consider any proposal that is incomplete or that does not meet the specification requirements.

Statutory Requirements:

This project involves Federal funding participation. The **TOWNSHIP OF WEST ORANGE** will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process

and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Terms:

The contract will be from **Notice of Award to the Completion of the project.**

Reservations:

The **TOWNSHIP OF WEST ORANGE** reserves the right to reject any and all proposals, and any part and to waive any formalities, informalities, irregularities and errors in proposals.

A written request for the withdrawal of a proposal, or any party thereof, will be granted if the request is received by the **TOWNSHIP OF WEST ORANGE** Purchasing Agent prior to the specified time of the proposal opening.

Interview:

The **TOWNSHIP OF WEST ORANGE** reserves the right to interview proposers, request clarification of proposals, request additional information, request modification or proposals and negotiate contract terms with the successful prepares.

Bidders may be asked to explain and/or clarify their proposal to a selection committee.

Exceptions and Requests for Modifications to RFP:

Any requests for modifications to the language in the RFP must be included on a separate page with the submission of the proposal. Modifications to the RFP that do not comply with the above requirements will not be considered by the **TOWNSHIP OF WEST ORANGE**. Exceptions to the proposed time schedule shall similarly be noted for further consideration by the **TOWNSHIP OF WEST ORANGE**.

Proposal Evaluation:

Each RFP will be evaluated by a team consisting of **TOWNSHIP OF WEST ORANGE** professional staff members.

The **TOWNSHIP OF WEST ORANGE** team shall consider the merits of each response and shall utilize the sample rating criteria on page 6 of the RFP

Requirements:

This project involves Federal funding participation. The **TOWNSHIP OF WEST ORANGE will conform to the requirements of the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.**

Limitation Of Liability:

The TOWNSHIP OF WEST ORANGE assumes no liability for any cost incurred by Proposers in responding to this RFP or in responding to any further requests for interviews, additional information, etc. prior to the issuance of the contract document.

TOWNSHIP OF WEST ORANGE's Responsibilities:

The TOWNSHIP OF WEST ORANGE shall do the following:

Designate the following person to act as the TOWNSHIP OF WEST ORANGE's representative with respect to the services to be rendered under the contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define TOWNSHIP OF WEST ORANGE's policies and decisions with respect to the Engineer's services for the project.

_____, TOWNSHIP OF WEST ORANGE Engineer
TOWNSHIP OF WEST ORANGE Division of Engineering
ADDRESS

Furnish to the Engineer, subject to availability and applicability the following information:

Existing Plans and Specifications for the project;

Furnish a typical sample of the appropriate TOWNSHIP OF WEST ORANGE "boiler plate" forms and documents as may be required during the project.

Arrange for access to and make provisions for the Engineer to enter upon public property owned by the TOWNSHIP OF WEST ORANGE.

Conduct the pre-construction conference.

Attend construction progress and other job related meetings and substantial completion inspections and final payment inspections.

Through the TOWNSHIP OF WEST ORANGE Engineer, issue a certificate of substantial completion and certify that the construction work has reached final completion and is ready for final payment.

Periods Of Service:

Pursuant to NJSA 40A:11-15(9), the Engineer's obligation to render services shall begin at the notice to proceed and start with attendance at the pre-construction conference and extend through the utility relocation phase, construction, punch-list work, final payment authorization, and final close-out of the project in accordance with the construction project schedule. Any modifications must be approved by the TOWNSHIP OF WEST ORANGE.

The consulting engineering services called for in these General Conditions and in Detailed Scope of Services shall be completed within the stipulated and/or proposed time periods indicated. Failure to provide the contract services within the stipulated time

periods shall constitute a breach of contract entitling the TOWNSHIP OF WEST ORANGE to proceed with all available legal remedies at its disposal

Payments To Consultant:

Method of Payment for Consulting Engineering Services. The TOWNSHIP OF WEST ORANGE shall pay the Engineer on a cost basis in accordance with the schedule approved by NJDOT for Cost Basis.

Payment Schedule. The Consultant may submit statements for consulting engineering services rendered. The statements shall be based upon the detailed daily statements for construction engineering and inspection services rendered and actually completed at the time of billing. Each statement shall be signed by the Engineer. The TOWNSHIP OF WEST ORANGE retains the right to withhold payment until the product defined on the Scope of Services has been delivered and approved by the TOWNSHIP OF WEST ORANGE.

Payment Due to Termination. In the event of termination by the TOWNSHIP OF WEST ORANGE under the terms of this contract, progress payments due to the Engineer for consulting engineering services rendered through the termination shall constitute total payment for such services.

Mediation Provisions for Construction Contracts:

Notwithstanding any other provisions or terms set forth elsewhere in this RFP or other Contract Documents, for any construction contract to which N.J.S.A. 40A:11-50 is applicable, either party to the contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work as required by the Contract Document be submitted to Alternative Dispute Resolution through non-binding mediation. If mediation is demanded, it shall be subject to the provisions set forth below.

Mediation shall not be available with regard to disputes concerning solicitation of bids, the award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Mediation shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

The TOWNSHIP OF WEST ORANGE's Alternative Dispute Resolution procedures for non-binding mediation are as follows:

- A. **Controversies and Claims Subject to Mediation.** Except as specified above, If a dispute between TOWNSHIP OF WEST ORANGE and Consultant arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation prior to resorting to litigation,
- B. **Contract Performance Pending Mediation.** During mediation proceedings, Consultant shall continue to perform, and TOWNSHIP OF WEST ORANGE shall continue to make payments pursuant to the terms of the contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party.

In the event that the parties are unable to directly resolve a problem within 10 days of the first notice of the dispute, the aggrieved party shall promptly submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (i) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (ii) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum 1) a brief statement of the nature of the dispute, and 2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful within 60 days after the initial request for mediation, then either party may terminate the mediation by written notice to the mediator and to the other party. Upon the expiration of the said 60 days (or any extension thereof that has been mutually agreed to by the parties) either party may submit the dispute to the Superior Court of New Jersey, TOWNSHIP OF WEST ORANGE, for adjudication, which court shall have exclusive original jurisdiction over the dispute.
- H. **Binding Process.** Participation in the mediation process is voluntary, however the parties expressly understand and agree that if they reach any agreements as a result of mediation, such agreements will be binding to the full extent permitted by law.
- I. **Confidentiality.** As part of the mediation, the parties will be required to comply with the mediator's instructions regarding submissions and exchanges of records, statements, and other materials necessary for mediation to proceed. The parties recognize that mediation proceedings are settlement negotiations, and that all offers, promises and statements, whether written or oral, made in the course of the proceedings, are inadmissible in any arbitration or court proceeding, to the full extent allowed by applicable state and Federal laws. The parties agree to not subpoena or otherwise require the mediator to testify or produce records, notes or work product exchanged during mediation in any future proceedings, and to keep all submissions, records, notes, statements and any other materials prepared or exchanged in connection with the mediation confidential, to the fullest extent permitted by law. No recording or stenographic record will be made of mediation sessions. Mediation sessions are intended to settle claims, and the discussions that occur during mediation shall remain confidential, unless the parties mutually agree to authorize disclosures. In the event the parties do reach a settlement agreement, the terms of that settlement will be admissible in any court or arbitration proceedings required to enforce it, and will be available for public inspection to extent required by applicable state or Federal laws. All evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation proceedings.

REQUEST FOR PROPOSAL REQUIREMENTS

Local Public Agency: TOWNSHIP OF WEST ORANGE Government
Request for Proposals No. **X**
Posting Date: **Month XX, 201X**

Request for Proposal Requirements

Project Title: *Construction Engineering and Inspection Services Associated with **XXX** of **XXX**, TOWNSHIP OF WEST ORANGE Route **XXX** Section **XXX***
Project Location: ***XXX** Section **XXX** From **XXX** to **XXX** (CR **XXX**)*
Federal Project Number: ***XXX***
Response Due Date and Time: ***XX/XX/XX** and no later than 11:00 am Eastern Time*

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Contact for Questions: John Gross, Township Administrator

Submittal requirements:

1. Letter of Interest – 5 copies (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated
 - i. required documents for all items with Disadvantaged Business Enterprise
 - ii. (DBE) goals (sample form follows).

Submit To: TOWNSHIP OF WEST ORANGE Government

Division of Budget & Purchasing
66 Main St., Room 111, West Orange, NJ 07052
973-325-4050 www.westorange.org

Selection Procedures:

This project involves Federal funding participation. The TOWNSHIP OF WEST ORANGE will conform to the procurement requirements by “Competitive Proposal Method” under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Consultants will be selected for work items further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. A sample Consultant Selection Rating Form that will be used to evaluate and score the submittals is included for your reference.

Requirements for Letters of Interest (LOI):

A. General instructions for Preparing and Submitting a Letter of Interest (LOI)

1. Provide the information as set out in Item B below, in the same order listed, signed by an officer of the firm. Scanned signed documents signatures are acceptable. Do not send

additional forms, resumes, brochures, or other material unless otherwise noted in the item description.

2. LOI's shall be limited to a total of twelve (12) 8 ½" x 11" pages. Ten (10) pages for Identification and Qualification and two (2) pages for the combined Key staff and Project Approach unless otherwise noted in the Project Description.
3. LOI's must be received not later than "Response Due Date and Time" as shown in the RFP header shown above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. Identification and Qualifications

- a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.
- b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant (sample Affirmative Action Certification follows). A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the New Jersey Department of Transportation's (NJDOT) website.
- c. Provide personnel resumes and such additional information concerning qualifications as may be relevant to the project. The personnel to be used on this highway construction project must demonstrate the following levels of experience:
 - i. **Engineer** (Licensed) - 10 years of relevant highway construction Experience
 - ii. **Resident Engineer** - 5 years of relevant highway construction experience
 - iii. **Highway Construction Inspector** for Duration of Construction – NICET Level III min. or qualified other with 3 years of relevant highway construction experience
 - iv. Additional **Highway Construction Inspector** for Paving Operations – NICET Level II min. or qualified equivalent.

2. Key staff and Project approach

- a. List the Project Manager and other key staff members, including key sub consultant staff and include the percent dedicated to each. Include project engineers for important disciplines and staff members that will be responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.
- b. Describe the capacity of your staff and their ability to perform the work in a timely manner relative to present workload and the availability of the assigned staff.

- c. Provide a description of your Project Approach relative to the scope of services (description follows). For project specific items confirm that the firm has visited the project site. For all items address your firm's technical understanding of the project or services, as related to your firm's qualifications.

Requirements for Affirmative Action Certification:

A completed Affirmative Action Certification form is required for all items that identify a DBE goal. The consultant must identify the DBE firms with which it intends to subcontract. Include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform on the Affirmative Action Certification Form. **Copies of DBE certifications, as issued by NJDOT, for each firm listed are to be included as additional pages after the form.** If the consultant does not meet the DBE goal, the consultant must provide documentations on additional pages that it has made good faith efforts to achieve the DBE goal. Please review the DBE program based on any goals set and complete the DBE Affirmative Action Certification form as applicable. What constitutes good faith efforts is explained in detail within the DBE program information referred to above. If no goal is set then no Affirmative Action Certification form is required. New Jersey Department of Transportation's (NJDOT) DBE Program Information is available at the NJDOT's website.

A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the NJDOT's website. (<http://www.njucp.net/>)

DBE subcontracting goals apply to all prime submitting consultants, regardless of the prime's status of DBE.

Required NJDOT **Cost Basis Approval for prime consultant and each sub-consultant (prior to negotiations):**

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit: <http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm> for additional guidance and requirements. **To use Federal-aid funds, the firm selected must either be **cost basis approved** by NJDOT, or must have its accounting system and a provisional overhead rate approved by NJDOT, prior to A/E firm negotiations.** This will require submittal of a self-certified or CPA certified financial package or a cognizant agency audit. A final overhead or indirect cost rate will be required prior to project close-out for cost-plus fixed fee type contracts.

Work item details:

Local Public Agency: TOWNSHIP OF WEST ORANGE, NJ

Project Location: XXX Section XXX
From XXX to XXX (XXX)

Federal Project Number: XXX

Project Phases Included: Construction Engineering/Inspection

Project Description: *****

Edit the Following as needed

The TOWNSHIP OF WEST ORANGE's proposed work will begin XXX of XXX (Station XXX) and the XXX terminus of the project is XXX of XXX (Station XXX). The proposed highway improvement work will be in-kind within the existing right-of-way, and will consist of:

1. The roadway will be milled and resurfaced within the project limits and width of roadway pavement. (The existing concrete curb limits will be maintained throughout.)
2. The roadway centerline will be reprofiled to provide for an appropriate cross slope and centerline grade.
3. Traffic signage will be replaced and added throughout the entire length of the project, as applicable.
4. Traffic striping and markings will be placed on the new roadway pavement, as appropriate. Raised pavement markers will also be installed.
5. Drainage structures throughout the project will be upgraded, reconstructed or replaced, as applicable.
6. If needed, in kind replacement of existing curb.

Estimated Construction Amount: \$ XXX

Funding: Federal Funding involved for 100% Construction and Civil Engineering/Inspection

Term of Contract: Until project completion

DBE goal: XX.X%

Required NJDOT **Cost Basis Approval:** Construction Engineering and Inspection

(prior to negotiations)

(Prime Consultant and each Sub-Consultant)

Request for Proposal No. _____

Item No. _____

AFFIRMATIVE ACTION CERTIFICATION

I do hereby certify that it is the intention of my company to affirmatively seek out and consider DBEs certified in the State of New Jersey, to participate as part of this proposal. (For listing of DBE certified firms see <http://www.njucp.net/>)

I understand and agree that all sub consulting in connection with this proposal, whether undertaken prior to or subsequent to the notice to proceed, shall be in accordance with the requirements for the Disadvantaged Business Enterprise Program, included elsewhere in this RFP. I understand and agree that no subcontracting shall be approved or commenced until the Department of Transportation has reviewed and approved the affirmative actions taken by my company or me.

I understand that utilization of certified DBEs is in addition to all other equal employment requirements of this RFP.

I acknowledge that this certification is to be made an integral part of this proposal.

I understand and agree that the submission of a blank certification may cause the proposal to be rejected.

I hereby certify that contact has been made with the certified DBEs listed in this certification, and that, if my company becomes the CONSULTANT, the certified DBEs have tentatively agreed to perform the services listed below.

I understand that neither my company nor I will be penalized for amounts achieved over or under the amount shown for voluntary DBE utilization that exceeds the goal.

After contract award, any change to the firms listed in this Affirmative Action Certification under race/gender conscious must have prior approval by NJDOT's and NJ Division of Civil Rights and Affirmative Action (DCR/AA)-

SUBCONSULTANTS

DBE SUBCONSULTANTS TO BE APPLIED TOWARD GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned percentage to be paid to DBE</u>
--	-------------------------------	--

DBE SUBCONSULTANTS TO BE USED BEYOND GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned percentage to be paid to DBE</u>
--	-------------------------------	--

Total Percentage Credited toward DBE Goal (Race/Gender Conscious): _____

Total Percentage of Voluntary DBE Work Anticipated over DBE Goal (Race/Gender Neutral): _____

Name of Company: _____

By: _____ **Date:** _____

ESTIMATED SCHEDULE FOR PERFORMANCE AND DELIVERY OF SERVICES
(sample insert project specific schedule !!!)

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

Scope of Services:

DEFINED TERMS:

“TOWNSHIP OF WEST ORANGE” means the TOWNSHIP OF WEST ORANGE of , a governmental corporation under the laws of the State of New Jersey.

“Proposer”, “Consultant”, “Engineer” or “Surveyor” means the person or entity who submits a proposal directly to the TOWNSHIP OF WEST ORANGE. Proposer does not include a subcontractor who contracts directly with the successful Proposer.

PROPOSED PROJECT SCHEDULE:

The schedule shall start when the TOWNSHIP OF WEST ORANGE issues a written Notice to Proceed to the Consultant for a specific construction project. The Engineer shall begin work by attending the construction project’s preconstruction conference.

The Engineer’s obligation to render services here under shall extend for a period as may be required for construction punch list items to be completed, final completion certifications and inspection reports completed, and final payment of the construction project is complete.

Failure to provide the construction inspection services shall constitute a breach of contract entitling the TOWNSHIP OF WEST ORANGE to proceed with all available legal remedies at its disposal.

NOTE: The successful proposer shall be available to provide resident engineering and inspection services, beginning with the Pre-Construction Conference, upon 21 days advance written notice.

BASIC SERVICES OF ENGINEER:

The Engineer shall provide professional consulting engineering services for the TOWNSHIP OF WEST ORANGE in all phases of the project to which these General Conditions apply as hereinafter provided. These services will include serving as TOWNSHIP OF WEST ORANGE’s professional engineering representative for the project, providing professional engineering consultation and advice, and furnishing customary civil engineering services incidental thereto.

The following project phases marked with an “X” or check mark will be required to be completed by the Engineer:

 x Construction Phase

Upon verbal request to proceed with the Construction Phase, the Engineer shall:

Attend the pre-construction conference.

After the pre-construction conference and after the TOWNSHIP OF WEST ORANGE has issued the Notice to Proceed, the Engineer shall perform the tasks of associated with the general administration of the construction contract and the inspection of the construction work.

General Administration of Construction Contract: The Engineer shall consult with and advise the TOWNSHIP OF WEST ORANGE and act as the TOWNSHIP OF WEST ORANGE’s representative during the execution of the construction contract. The extent and limitations of

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

the duties, responsibilities and authority of the Engineer shall be set forth in the TOWNSHIP OF WEST ORANGE's contract.

Visits to Site and Inspection of Construction: In connection with inspection of the work of the Contractor while the work is in progress:

The Engineer shall make visits to the site at intervals appropriate to the various stages of construction in order to inspect as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. In addition, if required in the proposal, the Engineer shall provide more continuous inspection of the work. Based on information obtained during such visits and on such inspections, the Engineer shall determine if such work is proceeding in accordance with the contract documents, and the Engineer shall keep the TOWNSHIP OF WEST ORANGE informed of the progress of the work.

The Resident Engineer and any inspectors will be the Engineer's agents or employees and shall be under the Engineer's supervision. The detailed duties and responsibilities of the Resident Engineer and other Inspectors are generally described herein, and will be finalized in the negotiated contract.

The purpose of the Engineer's and Resident Engineer's inspection is to insure construction in accordance with the design plans and specifications.

However, the Engineer shall not, during such visits or as a result of such inspections of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

Defective Work: The Engineer during construction inspection may disapprove of or reject the Contractor's work if the Engineer believes that the work does not conform to the contract documents or design integrity of the project.

Interpretations, Clarifications, Work Directive Changes, and Change Orders: The Engineer may issue interpretations and clarifications of the contract documents as required. The Engineer shall be responsible for preparing Work Directive Changes and Change Orders with supporting documentation and data for the approval by the WEST ORANGE GOVERNING BODY and execution by the TOWNSHIP OF WEST ORANGE Executive in accordance with the TOWNSHIP OF WEST ORANGE's contract.

Shop Drawings: The Engineer shall review and approve shop drawings and other data which the contractor is required to submit, for conformance with the design concept of the project and compliance with the information given in the contract documents.

Substitutes: The Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor to determine the equivalency of the substitute materials and equipment under the terms and conditions of the contract specifications.

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

Additional Inspections and Tests: When the Engineer deems it necessary or advisable for implementing the intent of the construction contract documents, the Engineer will have the authority to require additional inspection or testing of the construction contractor's work in accordance with the contract documents and at the contractor's expense.

Disputes between the TOWNSHIP OF WEST ORANGE and Contractor: The Engineer shall act as initial interpreter of the requirements of the contract documents and shall determine the acceptability of the work. In the event of a dispute between Engineer and the Contractor, the TOWNSHIP OF WEST ORANGE Engineer will be the final arbiter.

Applications for Payment: Based on the inspections, and information provided by the Resident Engineer, the Engineer shall determine the amounts owed to the Contractor and make recommendations of appropriate payments to the TOWNSHIP OF WEST ORANGE.

Contractor's Completion Documents: The Engineer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, and other documents which are to be assembled by the Contractor in accordance with the contract documents. The Engineer, upon receiving and reviewing these documents, shall transmit them to the TOWNSHIP OF WEST ORANGE with written comments.

Inspections: The Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the Engineer may recommend in writing final payment to the Contractor and may give written notice to the TOWNSHIP OF WEST ORANGE and the Contractor that the work is acceptable, subject to any conditions therein expressed. Upon completion of all construction, including change orders and punchlist items, the Engineer shall provide a certification of completion to the TOWNSHIP OF WEST ORANGE Engineer. The TOWNSHIP OF WEST ORANGE Engineer shall then issue the certificate of final completion and shall certify that the project has been completed, and is ready for final payment.

As-Built Plans: The Engineer shall prepare a set of **"red line" as-built plans** showing those changes made during the construction process, based on the marked-up prints, drawings, data, etc furnished by the Contractor to the Engineer and information obtained by the Engineer's staff.

Design Plan Changes: The Engineer will not be responsible to prepare design change plans. Should a design change become necessary on a construction project the design engineer who prepared the construction project design will prepare the necessary design change plans. Such design change plans shall be in the same layout and on reproducible mylars and digital media in a format compatible with the TOWNSHIP OF WEST ORANGE's CADD software used for the original design plans. Should the project's specifications also need to be revised as a result of the design change, the design engineer will also prepare the specifications, as may be necessary to construct the changes to the project.

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

CONSTRUCTION ENGINEERING PHASE:

The Engineer shall furnish a qualified Resident Engineer (RE) with the appropriate experience and Highway Construction Inspector (NICET Level III minimum or Qualified Other - Highway Construction) with appropriate experience, and other qualified field staff as circumstances require to assist the Engineer in inspecting the work by the contractor (i.e. Additional Inspector required during paving operations).

The Resident Engineer will protect the TOWNSHIP OF WEST ORANGE from any defects in materials or workmanship by the construction Contractor. This is to be accomplished through full time on site inspection of the project site. The Engineer is not responsible for nor in control of the means, methods, techniques, sequences or procedures for construction of the project. The Construction contractor is responsible for these items.

The duties and responsibilities of the Resident Engineer are limited to those of the Engineer as will be further delineated in the negotiated contract for Consulting Engineering Services and are further limited and described as follows:

General - The Resident Engineer is the Engineer's agent at the site and shall act as directed under the supervision of the Engineer. The RE's dealing in construction matters pertaining to the on-site work shall in general be with the Engineer and Contractor. The RE's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The RE shall communicate with the TOWNSHIP OF WEST ORANGE with the knowledge of and under the direction of the Engineer.

Duties and Responsibilities of RE:

Source Documentation - All related source documents upon which payment is based must be a matter of record. Additionally, all source documents pertaining to the determination of pay quantities must be retained for three years after final payment and project close-out pursuant to 49 CFR 18.36(J)(11).

Source documents consist of notes/documentation of counts; measurements (length, width, depth, and slope); calculations of area, volume, weights; sketches, a statement of compliance with contract plans, and specifications; field changes; comments; and delivery tickets collected and initiated by the inspector at the point of unloading.

Source documentation must specify the following at a minimum:

- **Delivery tickets are received before placement of materials**

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

- **Testing of materials is documented in the project files and referenced in daily inspection reports**
- **Form DC-29's are used for daily inspection reports and the instructions included on the DC-29's are followed. DC-29's are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.**
- **Inspection reports are signed and dated by the inspectors.**
- **The Resident Engineer reviews and initials the daily inspection reports.**
- **The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports.**
- **The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the Supervisor of Inspections and the TOWNSHIP OF WEST ORANGE Engineer. The summary of pay items must be used for comparison and negotiation of contracts payment requests. The Supervisor of Inspections and the Contract Administrator must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor payments, a voucher request will be forward to TOWNSHIP OF WEST ORANGE Department of Finance for contractor payment. Once contractor payment is made, the Contract Administrator must prepare and submit a State voucher.**
- **Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act must be met and documented in the TOWNSHIP OF WEST ORANGE's project files. Wage rate interviews must be performed by the site inspector or resident engineer.**
- **Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.**
- **All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990' Section 504 of the Rehabilitation Act of 1973, 28 CFR Part 35.14(e) and NJDOT Standard Construction Details. The site inspector and the Supervisor of Inspections will be responsible for the inspection of all ADA related facilities.**
- **DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V., Subsection B and NJDOT DBE/ESBE**
- **Include provision to identify the TOWNSHIP OF WEST ORANGE's full time employee in "responsible charge" of the project.**

Buy America -

Title 23 CFR 635.410 required that all steel or iron products permanently incorporated into a federal-aid project must be manufactured in the United States. This includes application of coatings.

Buy America requirements apply to the entire federal-aid project. Steel or iron products purchased with non federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.410(1). Minimal use of foreign steel or iron is permissible if the costs of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.410(b)(4).

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

The TOWNSHIP OF WEST ORANGE's responsible charge is responsible for receiving the Buy America certification at time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed, and dated and be specific to the materials.

DBE Compliance -

Title 49 CFR 26 requires that Disadvantaged Business Enterprises (DBE's) have an equal opportunity to receive and participated in federal-aid assisted construction contracts. TOWNSHIP OF WEST ORANGE will award federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. TOWNSHIP OF WEST ORANGE will continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of project completion. TOWNSHIP OF WEST ORANGE's responsibilities include:

- 1. Verification of Recommendation to Award memorandum and For CR-266F, "Schedule of DBE/ESBE Participation (former "Form A") to determine status of the subcontractors to monitor DBE/ESBE compliance.**
- 2. Monitor participation by comparing contracts DBE/ESBE/SBE goal commitments against each Form DC-18 "Request for Approval to sublet". Cross check the Daily Work Reports with each affected Form-18, the Recommendation to Award, and the From CR-267, Monthly Report of Utilization of ESBE/DBE or SBE.**
- 3. Utilize Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work to insure compliance.**
- 4. The person in responsible charge must be made aware of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ESBE/SBE program upon submission of a review Form CR 266 by the contractor and review and approval by NJDOT.**
- 5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by Good Faith Effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 49 CFR 26 Appendix A.**

Schedules - Review the progress schedule prepared by the contractor and consult with Engineer concerning acceptability.

Meetings - Attend meetings with the contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate the minutes thereof.

Liaison - The RE shall serve as the Engineer's liaison with the contractor working principally with the contractor's superintendent and the RE shall assist in understanding the contract documents. The RE shall also assist the Engineer in serving as the TOWNSHIP OF WEST ORANGE's liaison with the contractor. In addition, the RE shall assist in obtaining additional details or information from the TOWNSHIP OF WEST ORANGE when required for proper execution of the work.

Existing Conditions DVD Movie - The RE is to direct the contractor to immediately, and before any construction work begins, have made a professional Pre-construction DVD movie of the entire existing conditions of the work area and the immediate area along the sides of

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

the project work area. This DVD is to be a record of conditions before construction. When the contractor has finished recording the existing conditions, the RE is to immediately review this movie for content, and if found to be clear, properly done, and adequate, the RE shall immediately record the date of receipt and provide a copy to the TOWNSHIP OF WEST ORANGE Engineer's Office before the construction begins.

Shop Drawings - The RE shall record the date of receipt of all shop drawings delivered to the site and advise the Engineer and the contractor of the commencement of any work requiring a shop drawing if the submittal has not been approved by the Engineer.

Review of Work, Rejection of Defective Work, Inspections and Tests - The RE shall conduct on-site inspection of the work in progress and shall assist the Engineer in determining if the work is in general proceeding in accordance with the plans and specifications. If the RE believes that any work is unsatisfactory, faulty or defective or does not conform to the plans or specifications, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, the RE shall report this to the Engineer and shall further advise the Engineer of any work that the RE believes should be corrected or rejected or should be uncovered for inspection or requires special testing inspection or approval. The RE shall verify that tests, equipment and operating and maintenance are conducted in the presence of appropriate personnel and that the contractor maintains adequate records thereof. The RE shall report appropriate details relative to test procedures and results to the Engineer.

Interpretation of Contract Documents - When clarifications and interpretations of the plans and specifications are requested by the contractor, the RE shall report this information to the Engineer and shall then transmit to the contractor the clarifications and interpretations as issued by the Engineer.

Modifications to Plans and Specifications - Contractor's suggestions for modifications to the plans or specifications shall be considered and evaluated by the RE and reported with the RE's recommendations to the Engineer. The RE shall then transmit the decisions issued by the Engineer to the contractor.

Records - The RE shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, reproductions of original plans and specifications including all addenda, change orders, field orders, additional plans issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the plans and specifications, progress reports, **source documentation, buy America certifications, DBE compliance**, and other project related documents. The RE shall keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of field changes, change orders or other change conditions, list of job site visitors, daily activities, field decisions, observations in general and specific observations in more detail as in the case of observing test procedures. The RE shall send copies of the diary or field log to the Engineer and TOWNSHIP OF WEST ORANGE. The RE shall also record names, addresses, and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

Reports - The RE shall furnish the Engineer and TOWNSHIP OF WEST ORANGE Engineer periodic reports as required of progress of the work and of contractor's compliance with

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

the progress schedule and schedule of shop drawings. The RE shall advise the Engineer and TOWNSHIP OF WEST ORANGE Engineer in advance of scheduled major tests, inspections or start of important phases of the work. The RE shall draft proposed change orders and work changes, obtaining back-up material from the contractor and recommend to Engineer change orders, work changes and field orders. The RE shall report immediately to both the Engineer and TOWNSHIP OF WEST ORANGE upon the occurrence of any accident.

Payment Requests - The RE shall review applications for payment with the contractor for compliance with the contract and shall forward the recommendations to the Engineer,

Completion - Before the Engineer recommends a certificate of substantial completion to the TOWNSHIP OF WEST ORANGE Engineer, the RE shall submit to the contractor a list of observed items requiring completion or correction. The RE shall also conduct a final inspection in the company of the Engineer, TOWNSHIP OF WEST ORANGE and contractor and shall then prepare a final punch list of items to be completed or corrected. Prior to making recommendation for final payment to the Engineer, the RE shall assure that all items on the final punch list have been completed or corrected by the contractor.

Communication and Emergencies - The RE shall have a cell phone in his or her possession at all times in case the TOWNSHIP OF WEST ORANGE Engineer requires any communication with the site. In addition, the RE shall supply the TOWNSHIP OF WEST ORANGE with a twenty-four hour phone number to be used in case of emergency. Emergencies include but are not limited to accidents involving property damage, bodily injury, hazardous waste spills or unearthing hazardous waste, or damage to existing utility infrastructure.

As-Built Plans - The RE shall prepare a set of as built plans in accordance with requirements listed on page 3

Limitations of Authority of The RE:

- Shall not authorize any deviation from the contract plans or specifications or substitute any materials or equipment not authorized by the Engineer;
- Shall not exceed limitations of Engineer's authority as set forth in the General Conditions or the Contract;
- Shall not undertake any of the responsibilities of contractor, subcontractor or contractor's superintendent;
- Shall not advise on, issue directions relative to or assume control of any aspect of the means, methods, techniques, sequences or procedures of construction without prior approval of the Engineer and TOWNSHIP OF WEST ORANGE Engineer
- Shall not advise on, issue directions regarding or assume control over safety precautions and safety programs in connection with the work;
- Shall not accept shop drawings from anyone other than the contractor;

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT
Shall not participate in specialized field or laboratory tests or inspections conducted by others

Construction Inspection / Construction Services Individuals

- At least one full-time NICET (or equivalent) inspector shall be on site during all construction activities.
- A resident engineer shall be available during the duration of the project and for project close-out.
- All outside consultant service individuals shall report to the TOWNSHIP OF WEST ORANGE supervisor of inspections within the Division of Engineering.
- Maintain appropriate daily reports and construction as-built quantity records
- Conduct wage rate inspections **on a monthly base (shall be done per trade minimum)**.
- Review contractor submissions to insure compliance with prevailing wage rates, DBE/ESBE requirements, and training requirements.
- Review and process contractor payments.
- Project engineer reviews for completeness (payment applications, invoice, and signed voucher). If incomplete, notify contractor of needed items
- On-site inspector reviews to verify quantities completed. If discrepancy, notify contractor to reconcile
- Resident engineer verifies bid unit prices and calculation of payment amount.
- Resident engineer verifies contractor submission of certified payrolls, DBE utilization report (if applicable), monthly utilization report (web based), and training reports (if applicable). Notify contractor if items are needed.

ENGINEERING STANDARDS AND REQUIREMENTS:

All work shall be done in strict compliance with all applicable Federal, New Jersey State, TOWNSHIP OF WEST ORANGE, and local municipal laws, rules, and regulations.

All signal and roadway design prescribed herein shall comply with:

- a. the AASHTO "A Policy on Geometric Design of Highways and Streets" (current edition)
- b. the NJDOT "Design Manual - Roadway" (current edition and addenda)
- c. the FHWA "Manual on Uniform Traffic Control Devices" (current edition and addenda)
- d. the National Electrical Code (current edition)
- e. the NJDOT "Standard Roadway Construction - Traffic Control - Bridge Construction Details" (current edition and addenda)
- f. the NJDOT Standard Specifications for Road and Bridge Construction" (current edition and addenda)
- g. the NJDOT "Supplementary Specifications for State Aid Projects" (current edition)
- h. the NJDOT "Supplementary Specifications for Federal Aid Projects" (current edition)
- i. the current design standards of the TOWNSHIP OF WEST ORANGE Engineer's Office.

and used as reference:

- j. the NJDOT "Sample Plans" (current edition and addenda)

All required reports, documents, calculations, etc. which are necessary for the project's design and/or approval shall conform to the standard format of the NJDOT's "**Federal Aid Handbook**" Procedures for Federal Aid (federal aid projects only) to Counties and Municipalities, and the "NJDOT Procedures Manual", as may be applicable. **The consultant shall follow all applicable FHWA/NJDOT/**

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

**TOWNSHIP OF WEST ORANGE requirements for construction
inspection/management/administration.**

DELIVERABLES:

The New Jersey Licensed Engineer is responsible for submitting all deliverable work products on or before the construction project close-out date. As appropriate for the type of work ordered, the deliverables shall include all of the following or such other items as may be directed in the RFP:

- a. Change Orders and related explanations & documents.
- b. NJDOT required documents.
- c. Punchlist Work, Punchlist completion and Project Completion Certification.
- d. Original Pre-construction DVD movie of entire existing conditions for the work area and the immediate area along the sides of the project work area.
- e. All project related notes and documents, including as-built plans
- f. Red Line As-Built drawings, and similar documents.

APPENDIX C

CONSULTANT PROPOSAL EVALUATION FORMS & GUIDES

Appendix C-1 – Design Proposal Evaluation Guide & Form

Introduction

These guidelines are provided to assist you in the evaluation of proposals received in response to a Request for Proposals (RFP). As a member of the Evaluation Committee, you represent the Township of West Orange and your reviews of the proposals must be conducted individually and professionally. Evaluation Committee members must follow the established evaluation format and be able to evaluate all proposals objectively and without bias. One of the most important elements in the evaluation process is the assurance that each Offeror is treated fairly and equally.

Evaluation Guidelines

The proposals will be evaluated in two stages. First, the submitted proposals are reviewed for responsiveness to determine if they are in compliance with the RFP submission requirements. The proposals will then be scored based upon the criteria presented on the RFP Evaluation Form which MUST be consistent the requirements of the RFP. Each proposal must be scored by multiplying the rating you determine it deserves by the weighted value of the RFP criterion on the Proposal Evaluation Form.

Pricing

The pricing is not included in this evaluation and will be negotiated once the highest scored proposal is determined.

Rating

TEN (10) BEING EXCELLENT AND ZERO (0) BEING UNSATISFACTORY. You should give considerable thought to the rating you award. The evaluation process is designed to value the judgment and assessment of each individual evaluator. As an evaluator, your scores must reflect your individual judgment based on the selection criteria. You must complete your evaluation and score each proposal prior to attending the Evaluation Committee meeting. Discussion among the evaluators is encouraged to ensure the best value for the Township is achieved. The scores will then be tabulated.

The highest scoring offeror(s) may be required to be interviewed by the Evaluation Committee. The interview/presentation is the second stage of the process. It is not mandatory; however, it is a good tool for the Evaluation Committee to use in its evaluation. It provides an opportunity to meet the key personnel. It is subjective and is not scored. You will be asked to rank the firms interviewed after all the interviews are completed. At the end of the interviews, the Evaluation Committee will have a discussion and do a final ranking of the proposals.

RFP Title: _____

Consultant: _____

Technical proposals will be evaluated on based on the evaluation criteria as stated below. The cost proposal will not be part of this evaluation. After the review committee evaluates all of the proposals and qualifications points are awarded, the cost proposal for the highest ranked technical proposal will be opened. A 10-point scale will be used to create the final evaluation recommendation. When assessing points, utilize a 1-10 scale which will then be multiplied by the weight assigned.

Appendix C-1 – Design Proposal Evaluation Guide & Form

Points	Guidance	Expected Occurrence
10	Excellent, insightful response- Meets all Evaluation Criteria for each 1 thru 8 below	Rare (<5%)
8-9	Very Good, thoughtful response – Meets 80-90% of Criteria	Occasional (20%)
6-7	Good, More than adequate response - Meets 60-70% of Criteria	Frequent (40% or >)
4-5	Adequate response, no special insights - Meets 40-50% of Criteria	Occasional (20%)
2-3	Inadequate response - Meets 20-30% of Criteria	Infrequent (< 10%)
0-1	Totally inadequate response, No response given - Meets 0-10% of Criteria	Rare (< 5%)

Evaluation

Criteria	Possible Points	Points Awarded	Weighted Multiplier	Total Points
1. Demonstration of understanding of the scope of work for the project	0-10		0.15	
2. Technical approach to the project, including the application and degree of innovation and creativity of the proposed concepts to meet the project's goals and objectives	0-10		0.20	
3. Demonstration of the team's ability to outline public outreach strategies and successfully perform the public outreach and stakeholder task	0-10		0.10	
4. Firm's professional qualifications, experience and technical competence with similar federally funded projects	0-10		0.10	
5. Qualifications and relevant experience of the project manager	0-10		0.15	
6. Project specific qualification, and demonstrated knowledge and experience of team leaders and key staff members on the proposed study	0-10		0.15	
7. Ability to successfully perform work, including availability of resources, project management expertise and experience in similar project, and quality assurance/control management ability of both the consultant firm and the project manager	0-10		0.10	
8. Quality, clarity, content and thoroughness of proposal in addressing required tasks and compliance with submission guideline, including profession presentation	0-10		0.05	
TOTAL SCORE			1.00	

Evaluator: _____

Title/Affiliation: _____

Date Evaluated: _____

APPENDIX C
CM/CI PROPOSAL RATING GUIDE & SHEET
REQUEST FOR PROPOSAL RATING SHEET

PROJECT NAME: _____

CONSULTANT TEAM: _____

REVIEWER: _____

CRITERIA	WEIGHT	MULTIPLIER POINTS	MAXIMUM TOTAL POINTS	REVIEWER POINTS	TOTAL
UNDERSTANDING OF THE PROJECT	25	1 - 3	75		
EXPERIENCE OF THE PROJECT MANAGER	20	1 – 4	80		
EXPERIENCE WITH SIMILAR PROJECTS	20	1 - 5	100		
LOCATION (PROXIMITY TO PROJECT SITE)	10	1 - 5	50		
EXPERIENCE OF RESIDENT ENGINEER/INSPECTOR	25	1 - 4	100		
TOTAL SCORE (MAX) REVIEWER'S SCORE	100		405		

RFP RATING GUIDE

PROJECT UNDERSTANDING

<u>CRITERIA</u>	<u>SCORE</u>
Demonstrates thorough and comprehensive understanding of the scope presented in the RFP . Identifies important issues, describes how they will be resolved, comment on key components of the project.	3
Demonstrates basic understanding of scope presented in the RFP .	2
The RFP is not specific, providing no evidence of project understanding. This rating also applies for a RFP that include assumptions, which are inappropriate for the project scope.	1

PROJECT MANAGER

<u>CRITERIA</u>	<u>SCORE</u> (1 if yes, 0 if no)
Served as a Project Manager on similar projects with Local Government and/or Counties	1
Served as a Project Manager on projects different than this RFP	1
Served as a Project Manager on similar projects for more than 5 years	1
Possesses relevant technical skills	1

EXPERIENCE WITH SIMILAR PROJECTS

<u>CRITERIA</u>	<u>SCORE</u>
Key personnel worked on 4 or more active or completed similar projects in the last 5 years for Local Governments and/or Counties	5
Key personnel worked on 2 or 3 active or completed similar projects in the last 5 years for Local Governments and/or Counties	4
Key personnel worked on 1 active or completed similar project in the last 5 years for Local Governments and/or Counties	3
Experience with work elements of this project.	2
No similar experience.	1

LOCATION

<u>CRITERIA</u>	<u>SCORE</u>
Consultant's office located within 10 Miles from Project Site	5
Consultant's office located more than 10 miles but less than 20 miles from Project Site	4
Consultant's office located more than 20 miles but less than 30 miles from Project Site	3
Consultant's office located more than 30 miles but less than 40 miles from Project Site	2
Consultant's office located more than 40 miles from Project Site	1

EXPERIENCE OF RESIDENT ENGINEER / INSPECTOR

<u>CRITERIA</u>	<u>SCORE</u> (1 if yes, 0 if no)
Served as an Inspector on similar projects with Local Government and/or Counties	1
Served as an Inspector on projects different than this RFP	1
Served as an Inspector on similar projects for more than 5 years	1
Possesses relevant technical skills	1

APPENDIX D

**CONSULTANT CONTRACT
PERFORMANCE RATING FORMS**

TOWNSHIP OF WEST ORANGE

WEST ORANGE

Design Consultant Performance Evaluation Form

APPENDIX D

Engineering Division

PROJECT INFORMATION:

Project Name: _____

CONSULTANT INFORMATION:

Consultant Name: _____ Type of Work: _____

Consultant Address: _____

Project Manager (P.M.): _____ P.M Office Location: _____

Subconsultant Name(s): _____ Type of Work: _____

CONTRACT INFORMATION:

Contract Ceiling Price:

Original _____ No. of C.A. _____ Final _____

Notice to Proceed Date: _____

Completion Date: Original _____ Extension _____ Actual _____

TOTAL PROJECT SCORE SUMMARY

PROJECT MANAGEMENT (A)	0	0.00%
STAFF & PERSONNEL (B)	0	0.00%
TECHNICAL EVALUATION (C)	0	0.00%
PRODUCT EVALUATION (D)	0	0.00%
Total	0	
OVERALL PROJECT SCORE		0%

COMMENTS:

Evaluator(s): _____ Title: _____

Division: _____ Date: _____

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

APPENDIX D

PROJECT MANAGEMENT (A)		SCORE
1	Timeliness with which work was accomplished and meeting established schedules:	
2	Cooperation in meeting Township requests and making revisions:	
3	Degree of difficulty in negotiating changes in Scope or Contract:	
4	Coordination exhibited by the consultant communicating with Township, sub-consultants, agencies, and others to accomplish tasks and resolve problems:	
5	Responsive to email or phone calls:	
6	Were claims for extra work or change in scope timely and well supported:	
7	Was original description of work in the contract adequate for the project:	
8	Were the man-hours used in the most effective ways:	
9	Quality of letters, invoices, and publications:	
COMMENTS:		
Total		0
Project Management (A) Score		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

STAFF & PERSONNEL(B)		SCORE
1	Knowledge of Township standards, policies, and procedures:	
2	Did Staff attempt to learn the Township standards, policies, and procedures:	
3	Initiative in identifying important design or construction issues and developing alternative solutions:	
4	Did staff make a recommendation when alternate solutions were to be developed:	
5	In proposing alternatives, was sound engineering used in original design:	
6	Were the most qualified staff used to develop plans:	
7	Was the designated staff contact person completely knowledgeable and able to discuss plans and design or construction issues:	
8	Extent Township staff was used to develop acceptable product:	
9	Extent of personnel changes during life of contract:	
10	How staff conduct itself in meetings and in the public:	
11	Responsive and thorough in making revisions:	
COMMENTS:		
Total		0
Staff & Personnel (B) Score		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

TECHNICAL EVALUATION (C)		SCORE
1	Quality and adequacy of Preliminary Plans:	
2	Quality and completeness of computations, calculations, and schedules:	
3	Quality and completeness of responses to Township review comments	
4	Quality and adequacy of Final Plans:	
5	Quality and adequacy of Special Provisions and other documents:	
6	Quality and completeness of sub-consultant's work:	
COMMENTS:		
Total		0
Technical Evaluation		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

PRODUCT EVALUATION (D)		SCORE
1	Drafting quality, plan organization and clarity:	
2	Extent of corrections and re-submittals:	
3	Quality of QA/QC performed to expectations:	
COMMENTS:		
Total		0
Product Evaluation		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

Rating Guide	SCORE
Excellent	5
Good	4
Satisfactory	3
Substandard	2
Unacceptable	1
Not Applicable	0
COMMENTS:	

Note:

Consultant Evaluations are performed per West Orange Policies and Procedures.

ONLY ENTER INFORMATION ON EACH SHEET THAT IS SHADED IN BLUE. "ANY CELLS THAT CONTAIN A RED TRIANGLE PROVIDES ADDITIONAL RATING GUIDELINES IN A POP UP FORMAT."

1. Fill out all portions of the General Information sheet that are shaded in blue. If a question is not applicable, enter "n/a".
2. Enter a rating (1, 3 or 5) for Question 5 of the PM Rating using the PM Rating Guidelines.
The Consultant Coordinator (RCC) will enter ratings for Questions 1 - 4 and 6 - 8
3. Enter a rating (1- 5) for each question on the Quality Rating sheet using the Quality Rating Guidelines.
If a question is not applicable, enter "X" in the n/a column.
Question numbers 1-9 should usually apply in all circumstances
Questions 1, 2, 5, 6, 7, 19 and 21 **REQUIRE the rater to submit a detailed justification if the rating is >3.** Simply citing the rating criteria is not acceptable justification. The rater must cite specific examples of performance.
Question 10 **REQUIRES the rater to submit a detailed justification if the rating is >4.** Simply citing the rating criteria is not acceptable justification. The rater must cite specific examples of performance.
Questions 12 & 13 are applicable if staff is responsible for office engineering functions
Questions 14 & 15 are applicable if staff performed as-builts
Question 16 is applicable if staff includes a Schedule Analyst or an RE
Question 17 is applicable if staff includes a supervisory personnel (*i.e. NICET IV or RE*)
Question 16 - 21 are applicable if staff includes an RE
4. You must provide comments and explain all ratings of 1's and 5's on the CES sheet.
If your comments require additional space, provide them on a separate sheet, and note "see attached".
5. On the CES sheet, enter the Rating Type (final or interim)

CM/CI CONSULTANT PERFORMANCE EVALUATION FORM

TOWNSHIP OF WEST ORANGE

Consultant: CM/CI CONSULTANT.
 Agreement: TBD
 Project: TBD
 Rating Period: _____ , _____

Quality Rater: _____

Quality Reviewer: _____

			weight	Enter 1-5	Enter "X" if N/A
A. GENERAL					
1	Ability to work independently and be self directed	3	3		
2	Communicates effectively with Contractor and Township personnel	3	3		
3	Prepared for assignments (has appropriate plans, specifications and Standard Details when performing inspections)	1	3		
4	Reports promptly, is reliable and diligently performs duties	2	3		
5	Familiar with Township Construction Procedures and executes assignments in compliance with the Township	2	3		
B. INSPECTION					
6	Demonstrates technical knowledge of construction inspection	4	3		
7	Familiar with assignment compliance requirements (standard specification/special provision/ working drawing requirements)	2	3		
8	Inspects, monitors and coordinates the enforcement of traffic control/safety compliance standards. In addition, inspects, monitors and coordinates the enforcement of lane restrictions/follows notification procedures for unanticipated lane closures/delays.	3	3		
9	Confirms contractor used only approved materials sources and verifies materials certifications are received.	2	3		
C. ADMINISTRATION					
10	Staff completes Inspection Reports in an accurate and detailed manner.	3	3		
11	Submits reports in a timely manner	2	3		
12	Maintains office records (data entries/office filing/As-built plans)	1	3		
13	Prepares and submits monthly payment Estimates	1	3		
14	Compl. As-built quantity calcs. in accordance with Township Procedures as directed by RE.	1		X	
15	Completes As-builts in a timely manner as directed by the RE.	1		X	
SUPERVISOR/RE					
16	Monitors the Contractor's progress schedule	1	3		
17	Exercises oversight/ organizes inspection team to ensure all activities are monitored	3	3		
18	Responds to RFI's/ Resolves field condition issues	3	3		
19	Prepares Change Orders in accordance with the Contract in a timely manner	2	3		
20	Responds to claims/ Ensures supporting documentation is recorded	2	3		
21	Completes project closeout in a timely manner	2		X	

Overall Quality Rating

3.00

APPENDIX E

FIELD ORDER FORM

APPENDIX E

Change Directive (Field Work Order) Form

Township of West Orange

To _____

Field Work Order No. _____

Project No. _____

Project Name _____

Basis of Field Work Order

- | | |
|--|---|
| ☐ Error / Omission | ☐ Differing Site Condition |
| ☐ Owner Request | ☐ Field Resolution |
| ☐ Value Engineering | ☐ _____ |

Project Location _____

Contract Price (indicate if zero cost)

Add: \$ _____ Deduct: \$ _____

Contract Time

- ☐ No Change ____ Days Added ____ Days Deducted

Cost Basis (check all that apply)

- | | |
|--|--------------------------------------|
| ☐ Time and Material Not to Exceed | ☐ Fixed Price |
| ☐ Allowance (described below) | ☐ Unit Price |

Your company is authorized and directed to proceed with the following (attach additional sheets if needed):

Justification:

Special Notice: This Field Work Order identifies satisfaction of all compensation and time adjustments related to this change to the Work.

Construction Manager (CM) Recommendation (if applicable)

Name: _____

Signature _____ Date _____

Architect / Engineer (A / E) Recommendation

Name _____

Signature _____ Date _____

Contractor Concurrence

Name _____

Signature _____ Date _____

Township of West Orange Department of Administration Division of Engineering

Project Manager Approval

Name _____

Signature _____ Date _____

APPENDIX F

**SAMPLE PROFESSIONAL SERVICES
CONTRACT**

Sample APPENDIX F

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”), made this ____ day of _____, 2022 by and between:

TOWNSHIP OF WEST ORANGE

A municipal corporation of the State of New Jersey with offices located at
66 Main Street,
West Orange, New Jersey 07052

(“Township of West Orange”)

and:

NAME

ADDRESS

ADDRESS

(“_____”)

(Collectively, “Parties”)

W I T N E S S E T H:

WHEREAS, the Mayor and Board of Aldermen of the Township of West Orange wish to retain the services of _____ to provide professional planning services, per _____’s proposal dated _____, 2022; and

WHEREAS, N.J.S.A. 40A:11-1 et. seq. requires that all contracts be in writing; and

WHEREAS, the Township of West Orange wishes to enter into a written contract with _____.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the Parties agree as follows:

1. _____ shall be paid a fee not to exceed \$_____ to provide professional planning services. The services provided should include, but not be limited to, the following:

“Services” shall include all related services to which _____ has been retained, in accordance with its proposal dated _____, 2022, attached hereto as Exhibit A.

2. _____ has been retained to provide the above-referenced professional services and it is understood and agreed that the services shall be performed by it and professionals within the firm. Under no circumstances does _____ have the authority or ability to name any other professional outside of its firm to perform services for the Township of West Orange in connection with this Agreement.

3. _____ shall furnish the Township of West Orange with a separate itemized voucher on a monthly basis for all services rendered in accordance with, and as outlined in, this Agreement. These vouchers will identify with specificity the personnel performing the service, the date of service performed, the hours spent and hourly rate if applicable, and the expenses incurred. Prior to any payment from the Township of West Orange, the Township of West Orange shall require the Township of West Orange Administrator to review and certify the voucher for accuracy. Thereafter, the voucher must ultimately be authorized by the Mayor and Board of Aldermen.

4. It is recognized and understood that in accordance with the Township of West Orange’s budget processes, the professional services for the Agreement shall not exceed the amount of \$_____ without a resolution authorizing an amendment to this Agreement to increase the compensation limitations established herein. In the event any services are provided which

exceed this amount, the Township of West Orange is under no obligation to provide compensation for such services.

5. During the term of this Agreement, the Parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in “Exhibit B,” which is attached hereto and made a part hereof.

6. This Agreement has been awarded to _____, whose office is located at _____, based upon its merits and abilities to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that _____, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any political party committee in the Township of West Orange if a member of that political party is serving in an elective public office of the Township of West Orange when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of West Orange when the contract is awarded.

7. _____ is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if _____

receives contracts in excess of \$50,000 from public entities in a calendar year. It is _____'s responsibility to determine if filing is necessary.

8. _____ shall furnish the Township of West Orange with a Certificate of Insurance evidencing an endorsement naming the Township of West Orange as an additional insured and showing coverage for errors and omissions in amounts of at least \$200,000.00.

9. The term of this Agreement shall be until the services to which _____ has been retained for are concluded or until modified by the parties in writing, whichever is sooner.

ATTEST:

TOWNSHIP OF WEST ORANGE

Township of West Orange Clerk

Mayor

ATTEST:

STATE OF NEW JERSEY:
: SS:
COUNTY OF ESSEX :

I CERTIFY that on _____ 2022, **NAME**, personally came before me and this person acknowledged under oath, to my satisfaction that: (a) this person is the Clerk of the **Township of West Orange**, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this day
of 2022.

(Notary sign, seal, stamp)

XXXX XXXXXX, West Orange Clerk

STATE OF NEW JERSEY:
: SS:
COUNTY OF ESSEX :

I CERTIFY that on _____ 2022, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached documents; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Sworn and Subscribed to
before me this day
of 2022.

(Notary sign, seal, stamp)

“Exhibit B”

Mandatory Equal Employment Opportunity Language

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

APPENDIX G

TITLE VI POLICY STATEMENT

Township of West Orange

April 7, 2022

Title VI Nondiscrimination Policy Statement

It is the policy of the Township of West Orange, New Jersey to abide by Title VI of the Civil Rights Act of 1964, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, Executive Order 12898 for Environmental Justice, Executive Order 13166 for Limited English Proficiency, 42 U.S.C. 4601, 23 U.S.C. Section 324, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, Executive Order 11246 for Equal Employment Opportunity, the Vietnam Era Veterans Readjustment Assistance Act of 1972, N.J.S.A. 52:32-31.1 et. seq., New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et. seq. and implementing regulations at N.J.A.C. 17:27 et. seq., and other related nondiscrimination laws, statutes, Executive Orders, or policies.

No person in the United States shall, on the grounds of race, creed, color, national origin, age, ancestry, nationality, marital/domestic partnership/civil union status, gender, disability, religion, affectional or sexual orientation, gender identity or expression, family status, atypical cellular or blood trait, genetic information, military services, veterans status, income level or ability to read, write or speak English, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity which is administered by a Township of West Orange program, activity or service regardless of funding source.

Any person who believes that because of his or her race, creed, color, national origin, age, ancestry, nationality, marital/domestic partnership/civil union status, gender, disability, religion, affectional or sexual orientation, gender identity or expression, family status, atypical cellular or blood trait, genetic information, military service, veterans status, income level or ability to read, write or speak English, he or she has been excluded from participation in any program or activity which is administered by the Township of West Orange, or who believes that he or she has been denied any benefits provided by such program or activity, or believe he or she has been unfairly treated in connection with such program or activity, should contact the following office within 180 days from the date of occurrence of any violation of this policy:

John Gross, Township Administrator
Township of West Orange
66 Main St., Room 111, West Orange, NJ 07052
973-325-4050 www.westorange.org



John Gross,
Township Administrator

04/07/2022
Dated