

AGREEMENT SUMMARY
2020 TRANSPORTATION ALTERNATIVES SET-ASIDE DESIGN ASSISTANCE
WEST ORANGE WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT

CONSULTANT: Greenman - Pedersen, Inc.

ADDRESS: 520 US Highway 22, Suite 200
Bridgewater, NJ 08807

OWNER: Township of West Orange
66 Main Street
Room 106
West Orange, NJ 07052

PROJECT TITLE: TAP – 2020 –Washington Street Corridor Improvement Project

TOTAL BUDGET: \$423,307.38
Federal (FHWA Transportation Alternatives Program)
Preliminary Engineering: \$199,070.68
Final Design Engineering: \$201,138.70 Estimated
Construction Engineering Services: \$23,098.00 Estimated

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EXHIBITS:

EXHIBIT A	Preliminary Engineering Scope of Services and Cost Proposal dated August 29, 2022
EXHIBIT B	Final Design Engineering Scope of Services and Cost Proposal dated August 29, 2022
EXHIBIT C	Construction Engineering Services Scope of Services and Cost Proposal dated August 29, 2022
EXHIBIT D	Nondiscrimination
EXHIBIT E	NJDOT Code of Ethics for Vendors
EXHIBIT F	Americans with Disabilities Act

AGREEMENT
FY2020 TRANSPORTATION ALTERNATIVES DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT

This AGREEMENT, entered into on _____, 2023, by the Township of West Orange, a municipal corporation of the State of New Jersey, hereinafter called "WEST ORANGE," and Greenman-Pedersen, Inc., hereinafter called "GPI."

WHEREAS, WEST ORANGE has received a grant commitment from the New Jersey Department of Transportation (NJDOT) under the 2020 Transportation Alternatives Set-Aside Grant Program for construction funding for the Washington Street Corridor Improvement Project (PROJECT), and

WHEREAS, NJDOT has also made available a Design Assistance Program to fund the design of the PROJECT using federal funds and an approved engineering firm from a pool of firms established by NJDOT, and

WHEREAS, WEST ORANGE has selected GPI from the NJDOT pool to provide Design Assistance for this PROJECT,

NOW THEREFORE, GPI agrees to furnish and deliver the supplies and perform the services set forth in this agreement, for the consideration stated herein.

ARTICLE 1. STATEMENT OF WORK

- (A) GPI shall provide the necessary personnel, equipment, facilities and supplies to perform the services specified in the attached Work Statement/Proposal marked **Exhibits A, B and C**, which by this reference is made a part hereof (see attached proposal).
- (B) This AGREEMENT is made pursuant to the terms of the grant agreement between NJDOT and WEST ORANGE, and all applicable provisions contained in the grant agreement shall be binding upon GPI, and GPI agrees to comply with same.
- (C) Each deliverable under this AGREEMENT shall be subject to acceptance testing or review by WEST ORANGE to verify that the deliverable satisfies the criteria required by the NJDOT. When WEST ORANGE reasonably determines that the applicable deliverable meets with the required criteria, then WEST ORANGE shall accept the deliverable. In the event that any deliverable does not conform to the required criteria, then WEST ORANGE will give GPI written notice thereof. WEST ORANGE will cooperate with GPI in identifying in what respects the deliverable has failed. GPI shall, at no cost to WEST ORANGE, promptly correct any deficiencies which prevent such deliverable from being acceptable to WEST ORANGE, so that the deliverable will conform to NJDOT required criteria.

ARTICLE 2. PLANS AND SPECIFICATIONS

- (A) GPI shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD),

and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, GPI shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

ARTICLE 3. KEY PERSONNEL

- (A) GPI shall designate Andrew Cangiano as its Project Manager, who shall not be replaced without WEST ORANGE's consent.
- (B) WEST ORANGE designates Leonard Lepore as its Project Manager.

ARTICLE 4. PERFORMANCE SCHEDULE

- (A) The performance schedule under this AGREEMENT shall begin upon execution of this AGREEMENT and continue for one year, for which period funds are available and allotted. This AGREEMENT is subject to renewal. Costs incurred prior to or after these dates are not reimbursable. This AGREEMENT may be extended by mutual written agreement or terminated under the conditions of this AGREEMENT. All extension requests must be submitted in writing to WEST ORANGE at least ninety (90) days prior to the close of the AGREEMENT period.

Whenever GPI knows that any actual or potential condition is delaying or threatens to delay the timely performance of this AGREEMENT, GPI shall provide written notice thereof to WEST ORANGE.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- (A) The cost of Preliminary Engineering services to be provided under this AGREEMENT shall not exceed \$199,070.68.

A budget agreed to by the parties is attached as **parts of Exhibits A, B and C**, and made part of this AGREEMENT for all purposes and shall not be exceeded unless by written amendment to this AGREEMENT. **(Provisions for amendment may only be made after receiving approval from WEST ORANGE).**

At the time execution of this AGREEMENT, Final Design Engineering Services are estimated at \$201,138.70 and Construction Engineering Services are estimated at \$23,098.00. A refined Final Design Engineering estimate will be established at the completion of Preliminary Engineering and a refined Construction Engineering Services estimate will be established at the completion of Final Design. If and when required, this contract may be amended to provide for Final Design and Construction Engineering Services.

For the purpose of determining the amount payable to GPI, the following costs are

applicable for Preliminary Engineering:

(1) Direct Labor Costs:	\$42,052.43
(2) Indirect Costs (165.08% Overhead):	\$69,420.16
(3) Profit/Fixed Fee (22.5% of Labor):	\$9,461.80
(4) Non-Salary Direct Expenses	\$1,000.00
(5) Subconsultant Costs	\$77,136.29

It is agreed that the above costs shall be applicable to the entire period of this AGREEMENT. If requested by WEST ORANGE, GPI will provide a copy of the negotiated agreed rates with the applicable cognizant agency. It is agreed that rates for further periods will be established by subsequent negotiations and incorporated into this AGREEMENT by amendment. Payments for performance of this AGREEMENT by GPI shall be made by WEST ORANGE on a cost reimbursement basis.

- (B) GPI may transfer funds within approved budget categories in accordance with 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as in effect on the date of this AGREEMENT and in accordance with the provisions of the NJDOT/ WEST ORANGE grant agreement for this PROJECT.
- (C) To be eligible for reimbursement, costs must be in accordance with the following applicable federal requirements: 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and Federal Acquisition Regulation Subpart 31.2, Conflict with Commercial Organizations, as appropriate. Costs shall be further governed by policies and procedures of the NJDOT/ WEST ORANGE grant agreement for this PROJECT.
- (D) GPI shall submit detailed invoices monthly in format acceptable to WEST ORANGE. Each invoice shall be accompanied by the appropriate affidavit of wages paid and documentation of expenditures for each phase of work, including time and effort reports documenting the project's progress and status. GPI shall submit invoices with receipts and other supporting documentation for all individual non-salary cost items. GPI shall provide a complete set of time sheets, records and accounts to identify salaries, payroll burden, and non-salary direct expenses incurred by personnel directly supporting the Work Program to accompany each invoice. These expenditures shall be documented in compliance with applicable Federal and STATE guidelines and be made available for review. If such documentation is found, during annual audits and/or reviews by the Federal Government and/or STATE to be not in compliance with applicable Federal and State guidelines, GPI shall take an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to WEST ORANGE for remittance to the NJDOT. A final invoice received beyond the thirty (30) days following the end date of this AGREEMENT is subject to refusal at the sole direction of WEST ORANGE.
- (E) WEST ORANGE will not reimburse GPI for equipment purchases, in accordance with state policy and practices.

ARTICLE 6. EXAMINATION OF RECORDS

- (A) GPI shall maintain all records relating to both negotiations and to costs incurred, or anticipated to be incurred, directly or indirectly in the performance of this subcontract, which records shall include, but not be limited to, documents, papers, accounting records, and any other evidence pertaining to cost; shall make such records available at the respective offices of WEST ORANGE at all reasonable times during the contract period and for three (3) years from the date of the final payment, and shall furnish copies of the records if requested. Additionally, all records involved with disputes, litigation or settlement of claims arising under or related to the contract shall be retained and made available until such disputes, litigation or claims are finally disposed of. No retained records or records involved with disputes, litigation or settlement of claims shall be destroyed by GPI without the prior written approval of WEST ORANGE.
- (B) The books of account, files, and other records of GPI which are available to this AGREEMENT, shall at all times, be available for inspection, review and audit by WEST ORANGE and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of GPI; in addition, GPI shall provide such special reports as requested by WEST ORANGE to permit evaluation of progress of the project.
- (C) FAR Subpart 4.7 - Contractor Records Retention (48 C.F.R. 4.700 et seq.) and FAR 52.215-2 (48 C.F.R. 52-215-2) are hereby made a part of this AGREEMENT by reference as if set forth fully herein.
- (D) If any amount paid hereunder by WEST ORANGE is subsequently disapproved or disallowed by the NJDOT or another agency, or if WEST ORANGE is required due to any action by NJDOT or another agency, to refund or credit to NJDOT or another agency any amount which WEST ORANGE has paid GPI, GPI shall upon receipt of written notice from WEST ORANGE, promptly repay WEST ORANGE the disallowed amount; provided, however, if WEST ORANGE shall recover any disallowed amount, or any part thereof, WEST ORANGE shall promptly reimburse such amount to GPI.

ARTICLE 7. PLANS THE PROPERTY OF WEST ORANGE

- (A) All plans, including construction drawings prepared by GPI for WEST ORANGE are the property of WEST ORANGE.

ARTICLE 8. REPORTS

- (A) GPI shall submit such technical reports to the WEST ORANGE Project Manager as required by WEST ORANGE in **Exhibits A, B and C**. Reports must be submitted sufficiently in advance of due date to allow time for review and comment by WEST ORANGE. A final detailed technical report is due within thirty (30) days of the end of this AGREEMENT and shall include to the extent applicable, drawings, specifications, and the necessary operating and maintenance instructions concerning any equipment, item, or process developed under this AGREEMENT.

- (B) The following disclaimer statement shall appear on the cover or the title page of any published report concerning this Project:

"The preparation of this report has been financed in part by the U.S. Department of Transportation. This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government assumes no liability for its contents or its use thereof."

- (C) A final expenditure report, as specified in Article 4, is due within thirty (30) days of the end of this AGREEMENT.

ARTICLE 9. TERMINATION

- (A) WEST ORANGE may terminate this AGREEMENT by giving thirty (30) days advance written notice to GPI. In the event of early termination by WEST ORANGE, GPI shall cease work on the AGREEMENT and refrain from incurring additional cost upon notification of termination. WEST ORANGE will reimburse GPI for approved and authorized work, and all reasonable and non-cancelable costs incurred by GPI up to the date of notice of termination. However, in no event shall WEST ORANGE be obligated to pay more than the total amount of this AGREEMENT. Notwithstanding this provision or any other terms of this AGREEMENT, WEST ORANGE reserves the right to issue an immediate stop work order notice to GPI upon receipt of the same from the state and/ or federal funding authorities. No payment for work, expenses or costs after the date of the stop work order notice will be paid by WEST ORANGE (including non-cancelable costs) unless WEST ORANGE receives the same from the state and/or federal funding authorities.

- (B) Notwithstanding the provisions of Paragraph (A), in the event that GPI is in default or has breached its obligations at the time of termination, WEST ORANGE does not waive any of its rights or remedies which it may have against GPI resulting from GPI's rights and remedies, and WEST ORANGE may withhold all or part of payments to GPI to offset its reasonably determined damages.
- (C) If GPI has not taken action after six months from the beginning of the performance period specified in Article (4), GPI shall be notified, by letter, that project funding will be rescinded and be reprogrammed within WEST ORANGE work program.

ARTICLE 10. PUBLICITY

- (A) GPI shall not use the name of the WEST ORANGE, nor any of its employees or agents for the purpose of publicity or advertising without the prior written consent of the WEST ORANGE. All publicity shall acknowledge the support of the prime sponsor, NJDOT, to the extent required under the NJDOT/ WEST ORANGE agreement for this PROJECT. Nothing herein shall be construed to prevent disclosures of information required by law or lawful process.

ARTICLE 11. DEBARMENT AND SUSPENSION

- (A) GPI certifies that neither it nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by and Federal and/or state agency.

ARTICLE 12. COMPLIANCE WITH LAWS

- (A) GPI assures compliance with all applicable federal, state and local laws, rules and regulations and executive orders, as amended, including but not limited to: (a) Non-Discrimination In Employment and Equal Employment Opportunity (N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq; Titles VI and VII of the Civil Rights Act of 1964; Executive Orders 11246 and 11375 as implemented by 41 CFR Part 60; Rehabilitation Act of 1973, Section 504; Age Discrimination Act of 1976; and Title IX of Higher Education Act of 1972); (b) Drug-Free Workplace Act of 1988 (34 CFR Part 85); (c) Byrd Anti-Lobbying Amendment (31 USC 1352); (d) Protection of Human Subjects (45 CFR Part 46); (e) Clean Air Act (42 USC 7401 et seq.); (f) Water Pollution Control Act (33 USC 1251 et seq.); (g) Notification of Employee Rights Under Federal Labor Laws (Executive Order 13496); (h) Fair Labor Standards Act of 1938 (29 CFR Part 5); (i) US Export Control (Arms Export Control Act, 22 USC 2751-2794; International Traffic and Arms Regulation, 22 CFR Part 120; Arms Administration Act, 50 USC 2401-2420; and Export Administration Regulations 15 CFR 730-774); and G) Disclosure of Investment Activities in Iran P.L. 2012, c.25. This provision shall be included in all sub-award documents related to this AGREEMENT, at all tiers.

ARTICLE 13. ASSIGNMENT

- (A) This AGREEMENT may not be assigned in whole or in part without the prior written consent of the WEST ORANGE.

ARTICLE 14. INDEMNIFICATION/INSURANCE

- (A) GPI shall defend, indemnify, protect and save harmless the WEST ORANGE, its officers, and employees from and against all suits, claims, losses, demands or damages directly and solely caused by its negligent acts, errors, or omissions in the performance of this AGREEMENT, except that GPI shall not be responsible for claims arising from the negligent acts, errors or omissions of WEST ORANGE. GPI shall, at its own expense, pay reasonable charges for attorneys and reasonable costs and other expenses to the extent directly and solely caused by GPI's negligent act, errors or omission. The foregoing obligations shall survive termination or expiration of this AGREEMENT. If any judgment shall be rendered against the WEST ORANGE for which indemnification is provided under this article, GPI, shall, at its own expense, satisfy and discharge the same. It is understood that the obligations accepted by GPI pursuant to this article "INDEMNIFICATION" relate to the scope of work attached herein (**Exhibits A, B and C**).
- (B) Workers Compensation in statutory amounts and Employers Liability Insurance of not less than \$1 million.
- (C) Commercial General Liability with combined single limits for bodily injury and property damage of not less than \$1 million per occurrence and \$3 million aggregate.
- (D) Automobile Liability with bodily injury limits of at least \$500,000 per person and \$1 million per accident and property damage limit of at least \$500,000 per accident.
- (E) Consultants' Errors and Omissions, endorsed to include the scope of work included herewith, in amount of not less than \$1 million per claim. Such insurance may be required to be renewed for five years following the completion of the project.
- (F) Certificates of Insurance evidencing the above coverages must be submitted to WEST ORANGE in advance of the commencement of any work, and coverages must be maintained in force throughout the term of the project.

ARTICLE 15. SPECIAL PROVISIONS

- (A) GPI agrees that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and Emerging Small Business Enterprises (ESBE), as defined by the New Jersey Department of Transportation (NJDOT), shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT, GPI and its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of USDOT-assisted contracts in accordance with 49 CFR Part 26. For this AGREEMENT, the DBE/ESBE goal, as previously established, shall be twelve and forty-four percent (12.44%). Should GPI be unable to achieve this goal, a request, in writing must be provided to the WEST ORANGE for a waiver. At such time, the WEST ORANGE will provide a determination. Failure to meet this goal, or obtain a waiver from the WEST ORANGE, may result in lack of reimbursement to GPI (see paragraph E below).

- (B) Regulations of the New Jersey Department of Transportation relative to Non-Discrimination in Federally assisted projects of the Department of Transportation (49 CFR Part 26), are made part of the AGREEMENT.
- (C) Equal Employment Opportunity Requirement for Procurement and Service Contracts in accordance with the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., attached hereto, is made part of the AGREEMENT, labeled **(Exhibit D)**.
- (D) New Jersey Department of Transportation "Code of Ethics for Vendors" attached hereto, is made part of the AGREEMENT, labeled **(Exhibit E)**.
- (E) In the event of non-compliance by GPI with nondiscrimination provisions of this Agreement, WEST ORANGE shall impose such sanctions as it, NJDOT and FHWA may determine to be appropriate, including, but not limited to:
 - (1) Withholding payments to GPI until GPI complies; and
 - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (F) "Lobbying Restrictions", attached hereto, is made part of the Agreement, labeled **(Exhibit F)**.

ARTICLE 16. SUBCONTRACTORS

- (A) Subject to the provisions of this Article, work may be subcontracted. WEST ORANGE, pursuant to the requirements of 2 CFR Chapter 1, Chapter, Part 200, et al. and STATE OMB audit Circulars and as a recipient of federal and state funds, is required to comply with all federal and state procurement guidelines. As such, it is understood that GPI shall ensure that the terms and conditions of proposed subcontracts are in full compliance with above said regulations. As part of its obligations under this AGREEMENT, GPI shall, at all times give its personal attention to the provision of the services agreed to under this AGREEMENT and shall keep all such services under its control.
- (B) With regard to each subcontract, GPI shall maintain all supporting documentation, including an executed agreement with GPI, on file for review by representatives of WEST ORANGE, the state and the federal government. The subcontract shall provide that subcontractor shall be responsible for complying with all federal, state or local laws and regulations applicable to the performance of the subcontract as well as the provisions of the AGREEMENT affecting work performed by GPI.
- (C) GPI shall make no claim for reimbursement for expenditures, which were incurred prior to the subcontract, for services performed by GPI related to the subcontract.

- (D) The subcontract shall provide that the subcontractor shall look only to GPI for the payment of any claims of any nature whatsoever arising out of said subcontract.

ARTICLE 17. REPRESENTATIONS, WARRANTIES AND COVENANTS

- (A) GPI covenants that the performance of work and services pursuant to the requirements of this AGREEMENT shall conform to all statutes, laws, regulations and standards. Except as set forth in the Work Statement/Proposal attached as **Exhibits A, B and C**, GPI warrants that its performance of this AGREEMENT does not depend on the acquisition of rights from any third party and the conveyance of the deliverables described in the Work Statement/Proposal attached as **Exhibits A, B and C**, and will not knowingly infringe on the intellectual property right of any third party.
- (B) GPI covenants that the quality of all services rendered shall be performed in accordance with prevailing professional standards within the applicable field or profession required under the Scope of Work.
- (C) GPI represents and warrants that to solicit or secure this AGREEMENT, no company or person, other than a bona fide employee working solely for GPI, has been employed or retained; and that GPI has not agreed to pay any company or person, other than a bona fide employee working solely for GPI, any finders fee, commission, percentage, brokerage fee, gift, or any other consideration, either contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this representation or warranty, WEST ORANGE shall have the right to either annul this AGREEMENT without liability, or in its discretion to deduct or otherwise to recover from the contract price or consideration the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 18. SITUS

- (A) Regardless of the place of physical execution or performance, this AGREEMENT shall be construed according to the laws of and deemed to have been executed in the State of New Jersey. Any action or claim relating to or arising out of this AGREEMENT will be brought in a state or federal court sitting in the State of New Jersey and the parties irrevocably consent to personal jurisdiction and venue of and agree to bound by any judgment and orders rendered by such courts.

ARTICLE 19. NOTIFICATIONS

- (A) Any notices or communication required to be sent to WEST ORANGE by GPI under this AGREEMENT shall be in writing and shall be hand delivered or sent by certified or registered mail, return receipt requested, to the below address:

If to WEST ORANGE:

Zayibeth Carballo
Assistant Municipal Engineer
Township of West Orange
66 Main Street
West Orange, NJ 07052

If to GPI:

Dale Foster, P.E.
Senior Project Manager/ Vice President
Greenman-Pedersen, Inc.
100 Corporate Drive, Suite 301
Lebanon, NJ 08833

ARTICLE 20. CONFIDENTIALITY/PUBLICATION

- (A) Subject to the disclosure requirements contained in the New Jersey Open Public Records Act, the parties agree to keep and maintain as strictly confidential any confidential or proprietary information and material of the other required for the performance of this AGREEMENT, provided that such information it is clearly marked as "confidential" at the time of tender to the other, including but not limited to materials, technical data, or other information that one party may provide to the other, in connection with this AGREEMENT (collectively "Confidential Information"). WEST ORANGE is free to refuse to accept any proffered confidential information of GPI. Each party shall hold the Confidential Information in confidence, with the same degree of care that it applies to its own confidential information of like importance, but not less than reasonable care, except that each party may disseminate such Confidential Information to its employees who have a need to know for performance of this AGREEMENT. Each party shall use Confidential Information that it receives solely to accomplish the work required under this AGREEMENT and for no other purpose.

- (B) "Confidential Information" shall not include the following information, to the extent that a party can show that the information: (i) is previously known by it at the time of disclosure without obligation of confidence, or without breach of this AGREEMENT; (ii) is publicly disclosed through no wrongful act of a party or its representatives; (iii) is received from a third party having the right to lawfully possess and disclose same and without breach of this AGREEMENT, (iv) is independently developed by a party without access or reference to the Confidential Information, (v) is approved for release by prior written authorization of the disclosing party, (vi) is required to be disclosed by governmental law, statute, regulation or the like, or court order. If a party is required to disclose any Confidential Information by a court of competent jurisdiction pursuant to applicable law or regulation, or by a properly filed Open Public Records Act Request, such party shall make such disclosure only to the extent expressly required.
- (C) WEST ORANGE shall be furnished copies of any proposed publication by GPI involving any work under this AGREEMENT at least sixty (60) days in advance of the submission to permit WEST ORANGE to make written comments or object in writing because there is patentable subject matter which needs protection or WEST ORANGE'S proprietary information which needs to be removed. WEST ORANGE shall provide GPI with such commentary or objection within thirty (30) days of receiving a proposed publication or forever waive its rights in this regard. In the event that WEST ORANGE makes a timely objection to a proposed publication, GPI shall refrain from making such publication or presentation for a maximum of ninety (90) days from date of receipt of such objection in order for either WEST ORANGE to file appropriate patent applications. If WEST ORANGE objects due to its proprietary information being contained in the proposed publication, GPI agrees to remove the same.

ARTICLE 21. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

- (A) GPI is hereby given notice that a business organization or individual that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a State of New Jersey contracting agency such as CONTRACTOR. No payment shall be made by WEST ORANGE to GPI under this AGREEMENT until GPI provides an acceptable New Jersey Business Registration Certificate.

ARTICLE 22. EQUAL OPPORTUNITY

- (A) The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (.PL 1975, c 127, s amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- (B) During the performance of this contract, the Contractor agrees as follows:
 - 1. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated

during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be 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 Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;

2. 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 or sex;

3. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, 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.

4. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

5. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

6. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

7. This contract may be cancelled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

8. The notices referred in Sections 21.B.1 and 21.B.3 may be obtained at the preconstruction conference.

ARTICLE 23. NONDISCRIMINATION

GPI hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further GPI agrees that:

- (A) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (B) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by GPI with other parties.
- (C) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISES

GPI hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between GPI and any contractor:

- (A) It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. § 26(A), (C), and (F) apply to this Agreement.
- (B) GPI and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, and Section V, Part B below, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

ARTICLE 25. GENERAL PROVISIONS

- (A) The failure by either party to enforce any provision of this AGREEMENT or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.
- (B) This AGREEMENT constitutes the entire understanding between the parties regarding

this matter and merges any and all prior discussions, representations, promises, and warranties within its scope. There are no representations, warranties or promises not expressly set forth in this AGREEMENT.

- (C) Except as expressly set forth herein, this AGREEMENT may not be modified, renewed, or extended, except in writing, signed by both parties.
- (D) GPI shall not communicate directly with the NJDOT regarding the performance of this AGREEMENT without the prior consent of WEST ORANGE.
- (E) Any provision of this AGREEMENT that by its nature is intended to survive termination and/or expiration of this AGREEMENT, including but not limited to Articles 4, 5, 6, 9, 11, 13, 16 and 19, shall survive termination and/or expiration of this AGREEMENT.
- (F) GPI shall be deemed to be an independent contractor and, as such, neither GPI nor its employees shall be entitled to any benefits applicable to employees of WEST ORANGE.
- (G) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement, commitment or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- (H) GPI acknowledges that technology, software, services, and commodities provided by WEST ORANGE may be subject to laws or regulations restricting their export, re-export, transfer or release to certain entities or destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control). With respect to any export, re-export, transfer, or release otherwise permitted under this Agreement, GPI shall comply with all applicable U.S. government requirements, including the U.S. Export Administration Regulations.

AGREEMENT
FY2020 TRANSPORTATION ALTERNATIVES DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT
PROJECT

IN WITNESS WHEREOF, the parties have executed this subcontract as of the day and year first above written.

ATTEST/SEAL

TOWNSHIP OF WEST ORANGE, NJ

Sign & Date

By: _____
Sign & Date

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney
Mayor



GREENMAN-PEDERSEN, INC.

By: November 21, 2023
Sign & Date

Cynthia R. Okamoto
Cynthia R. Okamoto
Contracts Manager

Brian W. Mausert
Brian W. Mausert, PE
Executive Vice President/Branch Manager