

November 13, 2023 (Revised July 16, 2024)

344-24

Ms. Zayibeth Carballo, Assistant Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

**Re: NJDOT Safe Routes to School (SRTS) Design Assistance Program
SRTS - 2022 – West Orange Safe Routes to School
West Orange, Essex County**

Subject: Proposed Scope of Services and Cost Proposal for Preliminary Engineering

Dear Ms. Carballo:

Thank you for the opportunity to provide professional engineering design services for the Preliminary Engineering (PE) phase for the above referenced project. Our scope of services is based on the SRTS - 2022 Application completed by the Township, input received at our virtual Scope of Work kickoff meeting on March 13, 2023, our field meeting on May 4, 2023, June 6, 2023 meeting minutes and the NJDOT standard network diagram and activity descriptions for the PE project phase.

The project's purpose is to perform improvements to enhance safety of the various routes to schools in the Township thus enabling and encouraging more students to walk and bike to school and provide a safe walkable community for the residents. The grant application identified twenty-one school intersections, as listed below, for pedestrian safety enhancements. Many of these locations will consist of providing solar powered flashing school advance crossing signage assemblies. These assemblies would be radio-controlled and activated by a School Crossing Guard through the controller box at each intersection.

Though not identified in the grant application but discussed in our meetings, solar powered rectangular rapid flashing beacon school crossing signs with push-button activation will be installed at ten (10) pedestrian crossings occurring at not stop-controlled locations.

To ensure ADA compliance at the pedestrian crossings affected by the proposed signage improvements, this project will include the evaluation and, if necessary, upgrades to curb ramps at these locations. This was confirmed by NJDOT at the project field meeting.

Once completed, the proposed improvements will create safer routes to the various schools throughout the Township.

The project will be advanced in compliance with the Federal requirements by following the NEPA process, requirements for historic preservation under the Section 106 process, and policies to protect publicly owned parks under Section 4(f). Federal compliance will be documented in the Categorical Exclusion Document (CED) prepared during Preliminary Engineering by NJDOT Bureau of Programmed Resources.

Scope of Services

GPI will perform the activities as described within this scope of services. It is understood that these activities will be directed by the Township of West Orange. The activities are more specifically described as follows:

Project Management: Scope Development, Budget, Schedule, and Invoicing – GPI will prepare and submit to the Township a baseline schedule in an agreed upon format for approval or comment. We will update the schedule on a monthly basis for the duration of this project.

GPI will submit a progress report with each invoice that will detail the following:

- ✓ Activities completed to date with the current invoice period highlighted.
- ✓ A summary of the costs incurred to date and the percentage (of project) complete.
- ✓ Confirmation of upcoming submittals and possible scheduling conflicts.
- ✓ Any unanticipated cost and/or activities not included in this scope of services.
- ✓ Responses required from the Township or NJDOT Local Aid.
- ✓ Anticipated work during the next invoice period.

It is understood that the Township will not process any submitted invoices unless the above information is attached to the same.

This activity will also include attending and preparing minutes of one (1) coordination meeting during PE development.

PE is expected to be completed in nine (9) months' time duration from notice to proceed. The following summarizes the activities associated with this scope of services based on the NJDOT Activity Descriptions Manual and as modified for this specific design assistance project that are to be performed by GPI and our subconsultants:

Activity No.	Activity Description
3015	Prepare Survey Control Report
3020	Conduct Topographic Survey
3025	Prepare Base Maps
3030	Prepare Horizontal and Vertical Geometry
3035	Prepare Utility Base Plans
3045	Send Utility Verification Request Letter
3055	Update Base Plans and Identify Conflicts
3070	Prepare Preliminary Roadway Plans
3085	Prepare Preliminary Drainage Design
3090	Determine Traffic Engineering Facility Locations
3110	Prepare ROW Report
3115	Initiate ROW Impact Plan
3120	Hold ROW Kickoff Meeting
3130	Update Preliminary Detour / Construction Staging Plans
3135	Prepare Construction Cost Estimate
3160	Prepare Draft PE Report
3205	Township and NJDOT Reviews Draft PE Report
3865	Hold Public Information Center
3870	Prepare Categorical Exclusion Document

Prepare Survey Control Report (3015): GPI's subconsultant, MFS, will prepare a survey control report that follows NJDOT standards documenting the control survey and data used to establish primary control for the project. Information from this report will be used to recover survey control points for use in supplementary surveys for the project and for construction. GPI will coordinate survey activities with preliminary design activities and perform a QA review of the report and request updates as may be necessary to resolve QA comments. GPI will submit the final draft report to the Township for review and comment and will coordinate with MFS to address any comments.

Please refer to MFS' Scope of Services and Estimate which is attached for more information.

Conduct Topographic Survey (3020): GPI will gather the survey data required for intersection improvements, including all permanent features within the project limits and existing Right-of-Way (ROW) lines, which is to include

surveying at each intersection. The survey limits will extend 15' (ft) from the curb line or edge of road and 30' (ft) from the curb returns. Survey of existing intersection ramps for ADA compliance will be performed at the following intersections:

Redwood School

- Forest Avenue and Woodland Avenue.
- Redwood Avenue and Woodland Avenue.
- Pleasant Valley Way and Woodland Avenue.
- Redwood Avenue and Cannon Street.

Kelley School

- Pleasant Valley Way and Stanford Avenue.
- Pleasant Valley Way and Alisa Drive / Lakeview Drive.
- Pleasant Valley Way and Hooper Avenue / Curtis Avenue.

Gregory School

- Gregory Avenue and Lawrence Avenue.
- Gregory Avenue and Walker Road.
- Valley Road and Tremont

Roosevelt School

- Gregory Avenue and Forest Hill Road.
- Club Boulevard and Gilbert Place.
- Gregory Avenue and Mitchell Street.

Hazel School

- Hazel Avenue and Birch Street.
- Hazel Avenue and Pine Street.
- Hazel Avenue and Rollinson Street.
- Mitchell Street and Glen Road.
- Mitchell Street and Rollinson Street.
- Mitchell Street and Valley Road.
- Valley Road and Central Avenue.
- Kingsley Street and Whittingham Place.

The topographic survey data will include, but not be limited to:

1. Driveways, roadway pavement, grass, gravel, asphalt, trees, landscaping, traffic striping and signing, curb, islands, sidewalk, property and roadway monuments, guiderail, and railroad rails and equipment.
2. Bodies of water, ditches, and pipe systems indicating direction of flow.
3. Utility poles and numbers and elevation of all aerial utility lines within the survey area.
4. Any utilities in the roadway, such as: junction boxes, highway lighting, traffic signals, gas valves, water valves, sanitary sewer manhole rim elevations, and all drainage inlet and manhole grate and rim elevations. Invert elevations, pipe sizes and pipe types will be obtained from record plans provided by the Township. Structures will not be entered and any structures with excessive debris and/or silt will be noted. GPI will not clean or attempt to remove debris or silt.
5. Surface data within the limits of the project.
6. Base mapping to be revised on an as-required basis to include utility underground information as received from the Utility Owners on the project site.

Primary Tasks:

1. Establish existing ROW and no-access lines using existing plan and deed information.
2. Perform bench run, based on recovered survey control.
3. Conduct topographic survey, utility location survey and ROW location survey.
4. Provide a "traverse.dgn" file containing the survey and supplemental control points along with any traverse created for the project.
5. Develop a table summarizing points, coordinates, elevations and descriptions to be inserted into the traverse file.
 - a. The points to be used as benchmarks for construction will be identified in the table.
 - b. A separate file containing swing tie data will be provided as a supplement to the data provided in the Field Notes.

Technical Assumptions:

1. GPI will utilize a combination of conventional survey methods, GNSS survey methods, and 3D laser scanning (LiDAR) methods to collect the survey data. It is estimated that features extracted from the LiDAR point cloud will have a tolerance of less than one-quarter inch ($\frac{1}{4}$ ").
2. A highway occupancy permit will not be required.
3. Lane closures will not be required.

Prepare Base Maps (3025): GPI will perform a field edit of the base mapping to verify its accuracy based upon the survey data collected in Activity 3020. The mapping efforts will adhere to the NJDOT Survey Manual, BDC13T-04. The ROW and no-access lines for all adjacent parcels will be established from deeds and plotted on the base maps in accordance with NJDOT ROW procedures and guidelines.

CADD processing and editing – All files will be developed using NJDOT standards with regards to level, color and symbology. These files will be used during compilation of the planimetric features to ensure consistency across the entire project. Editing of the digital files collected during compilation is performed on individual workstations. At this stage individual models are combined and edited to produce the final map. All the scanned data is run through a final CADD edit. This is done to ensure that proper line styles, line weights, levels and symbology conform to NJDOT Survey Manual and CADD Standards Manual.

Digital Terrain Models (DTM) – A DTM will be created from the survey work. The DTM will be of sufficient accuracy to evaluate existing pavement grades and establish new pavement grading. The surface DTM will be established to the extent of the project limits, including roadside surfaces, at a minimum to the ROW line. ROW will be developed and plotted from deeds for the parcels within the project limits. We will generate final contours. The quality control process will include a field check. The base map data will be reviewed for features missed during data capture and to review the final CADD files for consistency and accuracy. Potential DTM errors, such as spikes or anomalies, such as significant erosion near a parapet wall, may be resurveyed for verification before the final files are created. A quality assurance review will be performed on the final CADD files.

Primary Tasks:

1. Field edit base mapping to verify field data.
2. Update base mapping on an as required basis to include utility underground information as received from the Utility Owners on the project site.
3. Plot the ROW and no-access lines from deeds, maps, and/or plans.
4. Prepare final mapping of existing topography information.
5. Perform QA review on the final base mapping.

Prepare Horizontal and Vertical Geometry (3030): GPI will layout the proposed curb ramps and calculate the proposed horizontal and vertical geometry where curb ramps are deemed to be non-compliant with ADA requirements. The proposed geometry will be tied into the project baseline as developed by GPI, with proposed work and project footprint defined over the base mapping to produce an accurate depiction of the proposed impacts.

This project includes evaluation of existing curb ramps at the identified pedestrian crossings. It is anticipated that no more than 61 individual curb ramps will be evaluated for ADA compliance.

ADA ramps, at the proposed pedestrian signage improvements, will be laid out and preliminarily graded to determine proposed impacts. It is anticipated that the use of concrete curb headers will be necessary at various locations where ADA Ramps are to be constructed to eliminate the need for ROW impacts.

Improvements to any existing curb ramps not being directly affected by the proposed school crossing sign improvements at crosswalks, are not included in this scope of work. Pursuant to MUTCD (2009), Section 7B.12, school crossing assembly signage shall not be installed on approaches controlled by a stop condition. Accordingly, school crossing signage will not be installed at the seven (7) signalized intersections, as there are no improvements proposed at these crossings. Evaluation and upgrades for ADA compliance at these locations is outside the scope of this project and excluded from this proposal.

Prepare Utility Base Plans (3035): GPI will prepare utility base plans from the field survey data to show existing surface utility facilities.

Send Utility Verification Request Letter (3045): GPI will establish utility contacts and submit the verification request letter and two sets of the utility base plans to each utility company to identify their existing facilities on the utility base plans. We anticipate that this letter will be sent to no more than six (6) utility companies.

Update Base Plans and Identify Conflicts (3055): GPI will coordinate with the affected utility companies and incorporate the collective utility owner comments onto the base maps. We will identify potential utility conflicts between existing utility facilities and proposed design elements. In coordination with the utility companies, we will identify subsurface utility engineering (SUE) test pit locations at the potential conflict points to verify the exact location of the existing utilities. However, we anticipate after Activity 3055 it will be determined that there is a low risk of utility conflict and SUE work will not be necessary. We anticipate the project will not result in utility relocations and therefore utility agreements are not expected.

Prepare Preliminary Roadway Plans (3070): GPI will prepare the preliminary construction plans at 1"=20' scale. Preliminary Plans will depict the solar powered flashing school crossing signage assembly, radio-controlled controller boxes, reconstructed curb and sidewalks, limit of disturbances, and tree removal and trimming throughout the project. Roadway improvements are limited to pavement repair strips for replacement curbs where necessary. No other roadway improvements are anticipated.

Sidewalk replacement is limited to curb ramp upgrades at the pedestrian crossings being affected by this project. Curb ramps and associated sidewalk will be ADA compliant with cross slopes not exceeding 2%. Where sidewalks and curb ramps cannot be designed to ADA standards, variations from ADA compliance will be documented with a "Technically Infeasible Form" (TIF). We will develop critical cross-sections to identify slope impacts at locations that may result in right-of-way, utility, or environmental impacts. Improvements will extend from the curb line and, to the extent feasible, will remain within the existing right-of-way.

Prepare Preliminary Drainage Design (3085): We will delineate existing and proposed tree cover, lawn, and impervious surfaces for the purpose of identifying whether the project is a "major development" under the NJDEP Stormwater Management Rules. It is assumed that the project will be designed to disturb less than an acre of land and will increase impervious surfacing (including areas of flows redirected from lawn to curbed pavement) by less than ¼ acre. Gutter lines may be modified, if necessary, to correct any ponding at the curb ramps.

We will review the proposed grading impact on adjacent properties and determine the need to provide for modified grading or catch basins to address ponding which may result from the construction of proposed sidewalk and curb ramps.

Where existing stormwater inlets are present within the work area, we will propose the replacement of the grates and/or reconstruction of the existing inlets as necessary to accommodate the proposed curb; however, we do not anticipate the need to perform hydrologic, hydraulic, spread or capacity calculations.

Environmental constraints maps will be prepared for inclusion in the Preliminary Roadway Plans.

Assumptions:

1. The project will not be a “major development” under the current NJDEP Stormwater Management Rules, and no stormwater management facilities will be required.
2. The current NJDEP Stormwater Management Rules, NJDEP Flood Hazard Area Control Act rules and NJDEP Freshwater Wetlands Act rules as of the date of this proposal are applicable. This proposal does not include work to conform to subsequent rule changes after the date of this proposal.
3. The current NJ Soil Erosion and Sediment Control Standards dated 2014 (as revised in 2017 for Land Grading and Topsoil restoration chapters) is applicable; however, it is assumed that all disturbed soils will be scarified to a depth of at least 6 inches prior to applying the topsoil and seeding such that soil compaction testing during project design is not required.
4. In the event that any of the above referenced rules are revised or re-interpreted so as to change the scope of work required on this project a contract modification may be required.

Determine Traffic Engineering Facility Locations (3090): GPI will prepare conceptual level plans for the layout of regulatory pedestrian warning signs to determine any associated right of way needs. It is anticipated that there will be no right of way required for the signs as they will be within either the County's or Township's ROW. GPI will identify and resolve any potential underground or aerial utility conflicts although none are anticipated at this time. GPI assumes that the new flashing school advance crossing signage assemblies, and radio-controlled controller boxes, are at non-signalized intersections and will be solar powered and therefore no electrical design will be necessary.

Prepare ROW Report (3110): GPI will prepare the ROW Report for the properties in the vicinity of the new ADA compliant curb ramp locations for presentation at the ROW Kickoff Meeting.

Initiate ROW Impact Plan (3115): GPI will prepare the ROW Impact Plan to accurately depict all ROW impacts (acquisitions and easements) for the proposed improvements. The plan will indicate the block and lot numbers along with the owners' names and the acquisition/easement area for each parcel. The ROW Impact Plan will also indicate any recent preliminary and final site plan approvals. The ROW Impact Plan will be utilized to obtain the necessary title reports for the project. The need for offsite ROW acquisition for reforestation, wetland and riparian buffer mitigation is not anticipated.

The quantity of properties located within the project limits that will require some form of ROW acquisition (fee, easement, and/or temporary sidewalk work area) will be determined on a case by case study of the existing curb ramp conditions. The proposed ROW rights will be identified on the ROW Impact Plan in accordance with the NJDOT Right of Way Engineering Manual.

Hold ROW Kickoff Meeting (3120): GPI presents the project's scope and discusses the details of ROW acquisitions. The purpose of the meeting is to discuss each property impact with the Township and obtain feedback on the design and if any changes are recommended to avoid each respective ROW impact prior to securing the CED and submitting the PE report.

Update Preliminary Detour and Construction Staging Plans (3130): GPI will prepare the preliminary construction staging plans. The plans will be generally schematic in nature. We do not anticipate indicating MPT devices and signs on the plans for this phase. As the project is typically off the roadway, we anticipate construction can be accommodated by typical MUTCD and NJDOT set ups and details. Detours are not anticipated or included in our scope of work. Temporary signals, modification of existing signals or other electrical work are also not anticipated.

Prepare Construction Cost Estimate (3135): GPI will prepare the Construction Cost Estimate using AASHTOWare Project Estimation software and the plans developed during PE. The Construction Cost Estimate is necessary to properly program construction funds for the project. We will submit the Construction Cost Estimate to the Township and NJDOT Local Aid for review and comment.

Prepare Draft Preliminary Engineering Report (3160): GPI will prepare and submit the Draft PE Report for Township and NJDOT review. The Draft PE Report will include the Environmental Document and the appropriate

plans in support of the Environmental Document. GPI will use the NJDOT PE Report template as a guide as it lists all the items to be included in the Draft PE Report, aside from those listed in assumptions below, which are not relevant to the project. With some of the proposed improvements being within Essex County's rights-of-way of Pleasant Valley Way and Gregory Avenue, the Draft PE Report will also be submitted to the County for their review and comment.

Assumptions: The following items normally associated with the NJDOT PE Report template will not be prepared as a part of Activity 3160, as they are not relevant to the project and not required by Local Aid Federal project handbook:

1. Design Exception Report
2. Alternatives Analysis Report
3. Pavement Recommendation Report
4. Complete Streets Checklist
5. Design Communications Report
6. Risk Register
7. Updated Utility Risk Assessment Plan
8. Draft Management Plan
9. Final Design Public Involvement Action Plan
10. Final Design Scope Statement
11. Preliminary Engineering Quality Certification

Township and NJDOT Reviews Draft Preliminary Engineering Report (3205): It is anticipated that the Township and NJDOT will review the Draft PE Report and provide comments for incorporation in the PE Report. County comments on the Draft PE Report will be provided to the Township and discussed with the Township to determine resolution of the comments. We will address all comments and resubmit the PE Report to the Township and NJDOT for forwarding to FHWA, if necessary, for review and approval.

Hold Public Information Center (3865): GPI will participate and prepare the mailing list, the handout, presentation material and minutes with attached sign-in sheet for one (1) anticipated Public Information Center (PIC). The goal of the PIC is to obtain public input on the preliminary engineering design. The PIC is a community outreach forum to develop a partnership with the public. The public is a stakeholder, along with local and state officials, and public interest groups. It is preferable to obtain documentation of local support before the PIC.

It is anticipated that the Township and NJDOT Local Aid will review the PIC handout and mailing list. The presentation material may include: an aerial of the study area, preliminary plans, existing and proposed typical sections, environmental concerns and construction staging. It is anticipated that the Township will secure the meeting facility for the PIC, and, if necessary, hold individual meetings with the property owners.

Prepare Categorical Exclusion Document (3870): GPI anticipates completing Sections I and II of the Categorical Exclusion Document and submitting the same to NJDOT Local Aid who will forward it to BEPR for completion. GPI will provide a shapefile (.shp) delineating the limit of disturbance (LOD) for the project, along with a separate shapefile encompassing the LOD and each parcel directly adjacent to the project. Additionally, GPI will provide BEPR with a summary detailing the necessity and locations of all new impervious surfaces and new ground disturbances, as well as permanent and temporary impacts associated with the project.

GPI recognizes that this task typically requires a long lead time for the NJDOT BEPR unit to finalize and therefore will make every effort to complete the required documentation early in the PE Phase to mitigate any potential delays. The grant name will be used as the name of the project in the CED.

Assumptions: The following assumptions are in addition to those stated in the previous activity descriptions for this task order:

- Proposed improvements will be located within the Township or County right-of-way. Authorization to perform work outside the right-of-way will be provided in Right-of-Entry (ROE) documents signed by property owners, obtained during FD.

- The required CED will be prepared by NJDOT BEPR with input from GPI on Sections I and II.
- A Design Exception Report is not required and therefore preparation of the same is not included in this scope of services.
- Lighting design and electrical design are not anticipated for the scope of this project.
- Modifications will not be required to the existing roadway profile or roadway cross slopes.
- Full depth pavement and/or pavement resurfacing will be limited to the narrow strips of pavement removal and replacement necessary to install the proposed curb.
- As this is a Township led project, we do not anticipate the need to establish utility funding and therefore this activity is not included in this scope of services.
- We do not anticipate utility impacts and/or the preparation of utility agreements and therefore this activity is not included in this scope of services. Utility Work, if encountered, will be the responsibility of others.
- We do not anticipate the need to prepare a Final Design Scope Statement and therefore this activity is not included in this scope of services.
- Driveway widths and locations will not be modified.
- The total net new impervious and total disturbance will be less than ¼ acre and one acre, respectively; therefore, it will not be necessary to comply with SWM Rules. Soils testing for Best Management Practices (BMPs) such as stormwater basins and/or green infrastructure are not included in this scope of services.
- A Cultural Resource Study Phase IA is not included in this scope of services. Any coordination with the NJDEP to secure permits or approvals requiring a Phase IA will be conducted by NJDOT BEPR and SHPO.
- Green Acres coordination, if required, will be conducted by NJDOT BEPR and NJDEP.
- Hazardous waste investigations and studies, if necessary, are to be performed by NJDOT and therefore not included in this scope of services.
- CADD drawings and design will be produced in Autodesk AutoCAD Format.

Cost Estimate – A copy of the proposed costs for the aforementioned services is attached.

We would be happy to discuss this scope of services with you, at your convenience. Thank you for the opportunity to provide professional engineering design services to the Township of West Orange. Should you have any questions, please do not hesitate to contact Andrew Cangiano, PE, CME at acangiano@gpinet.com or myself.

Sincerely,

Greenman-Pedersen, Inc.



Dale Foster, P.E.

Senior Project Manager / Vice President
520 Route 22 East Suite 200
Bridgewater, NJ 08807
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Township of West Orange
NJDOT Safe Routes to School (SRTS) Design Assistance Program
SRTS - 2022 - West Orange Safe Routes to School
PRELIMINARY ENGINEERING FEE SUMMARY
November 13, 2023 (REVISED July 16, 2024)

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Assistant Tech	Total Hours	Total
Maximum Hourly Rate:		\$120.00	\$108.00	\$100.50	\$80.50	\$59.00	\$41.00	\$95.50	\$51.00	\$51.00		
Average Hourly Rate:		\$103.89	\$94.62	\$74.32	\$62.56	\$49.10	\$35.98	\$72.50	\$42.72	\$40.30		
Project Management: Scheduling and Coordination	-	20	14	26	0	0	0	0	0	0	60	\$5,334.80
Prepare Survey Control Report	3015	0	0	4	0	0	0	0	0	0	4	\$297.28
Conduct Topographic Survey	3020	1	0	2	4	4	0	0	0	0	11	\$699.17
Prepare Base Maps	3025	1	2	4	8	0	4	3	0	0	22	\$1,452.31
Prepare Horizontal and Vertical Geometry	3030	2	8	10	46	32	24	0	0	0	122	\$7,020.42
Prepare Utility Base Plans	3035	0	2	4	8	8	2	0	0	0	24	\$1,451.76
Send Utility Verification Request Letter	3045	0	0	2	4	4	2	0	0	0	12	\$667.24
Update Base Plans and Identify Conflicts	3055	0	2	2	4	10	6	0	0	0	24	\$1,295.00
Prepare Preliminary Roadway Plans	3070	4	6	4	38	24	40	12	8	0	136	\$7,487.20
Prepare Preliminary Drainage Design	3085	0	4	0	4	24	12	0	0	0	44	\$2,238.88
Determine Traffic Engineering Facility Locations	3090	6	8	12	54	60	32	1	0	0	173	\$9,820.24
Prepare ROW Report	3110	0	2	0	4	16	0	0	0	0	22	\$1,225.08
Initiate ROW Impact Plan	3115	0	2	2	8	12	8	4	0	0	36	\$2,005.40
Hold ROW Kickoff Meeting	3120	2	4	2	0	8	0	0	0	0	16	\$1,127.70
Update Preliminary Detour / Construction Staging Plans	3130	2	4	8	2	12	8	0	0	0	36	\$2,182.98
Prepare Construction Cost Estimate	3135	1	3	0	0	12	0	0	0	0	16	\$976.95
Prepare Draft PE Report	3160	2	2	24	4	4	0	0	0	0	36	\$2,627.34
Municipal & NJDOT Reviews Draft PE Report	3205	2	0	2	4	0	0	0	0	0	8	\$606.66
Hold Public Information Center	3865	6	8	14	0	16	0	0	4	0	48	\$3,377.26
Prepare Categorical Exclusion Document	3870	1	2	9	0	16	12	0	0	0	40	\$2,179.37
												\$0.00
Total Hours		50	73	131	192	262	150	20	12	0	890	
Total \$		\$5,194.50	\$6,907.26	\$9,735.92	\$12,011.52	\$12,864.20	\$5,397.00	\$1,450.00	\$512.64	\$0.00		\$54,073.04

Notes:

- Actual hourly rates of individuals working on the project will be billed and may be above or below the average hourly rate listed.
- Preliminary Engineering anticipated to be performed in 2024 - 2025
- Hourly rates are as of 07/01/2023.

Engineering Labor	\$54,073.04
Surveying Labor	\$39,882.90
x 1.6783 Overhead	\$157,686.26
Fixed Fee (22.5% Labor)	\$21,140.09
Mileage	\$500.00
Printing / Postage / misc.	\$500.00
GPI Total	\$273,782.29

Subconsultants: **MFS (formerly GEOD)** **\$65,097.86** (see attached MFS proposal)

Grand Total	\$338,880.15
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Township of West Orange
NJDOT Safe Routes to School (SRTS) Design Assistance Program
SRTS - 2022 - Pedestrian Improvements
PRELIMINARY ENGINEERING FEE SUMMARY
FOR GPI SURVEYING SERVICES
November 13, 2023

Activity	Activity No.	Project Manager	Professional Surveyor	Senior CADD Operator	Senior Party Chief	Technician/CADD Operator	Total Hours	Total
Maximum Hourly Rate:		\$120.00	\$75.30	\$64.00	\$47.20	\$54.00		
Average Hourly Rate:		\$103.48	\$75.30	\$62.23	\$45.73	\$54.00		
	-	0	0	0	0	0	0	\$0.00
Conduct Topographic Survey	3020	10	25	60	100	100	295	\$16,624.10
Prepare Base Maps	3025	10	80		0	300	390	\$23,258.80
Total Hours		20	105	60	100	400	685	
Total \$		\$2,069.60	\$7,906.50	\$3,733.80	\$4,573.00	\$21,600.00		\$39,882.90

FIXED FEE CALCULATION

PROJECT:	SRTS-2022 Township of West Orange Pedestrian Improvements - Preliminary Engineering
CONSULTANT:	Greenman-Pedersen, Inc. (GPI)
AGREEMENT OR CAM NO.	
PREPARED BY:	Dale Foster
DATE:	16-Jul-24

EVALUATE PROJECT SPECIFICS:

Directions:

Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria

Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	10	15
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Limited Scope of Work, Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	20	30
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			75

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.75
FEE FACTOR (Project Specifics Factor x 0.30) =	0.225
DIRECT LABOR COSTS	\$ 93,955.94
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 21,140.09



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

August 22, 2023

Mr. Michael J. Buoncore
Sr. Vice President/CFO
Greenman-Pedersen, Inc.
325 West Main Street
Babylon, NY 11702

Mr. Buoncore:

Based on our review of Greenman-Pedersen, Inc.'s submitted Schedule of Burden, Fringe, Overhead and Direct Labor for the year ended December 31, 2022, we recommend overhead rates of 129.45 percent should be used for construction inspection projects and 167.83 percent should be used for all other projects for funding purposes on future contracts with the Department as well as your firm's settle-up schedules. In addition, and in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.15 percent should be used for construction inspection projects and 0.19 percent for all other projects, respectively.

The combined overhead rate of 148.65 percent and FCCM rate of 0.17 percent may be used for settle-up schedule purposes, only going forward for contracts funded with your combined rate.

The overhead rates proposed on this overhead letter expire on July 1, 2024.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Dennis Show at (609) 963-2379.

Sincerely,

Richard Temmer
Manager, Bureau of External Audit

July 15, 2024

Lenin S. Cruz
GPI
Senior Designer
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

**Proposal for Preliminary Engineering (P.E.) Phase Land Surveying Services
2022 Safe Routes to School, West Orange Township, Essex County, NJ
(MFS Proposal # P23-184R4)**

Dear Lenin,

MFS Consulting Engineers & Surveyor, DPC (MFS) is pleased to submit its proposal for the above-referenced project. A synopsis of our professional services is as follows:

Project Approach

MFS shall establish survey control in support of the 2022 SRTS West Orange project at each of the twenty-five intersections.

Activity 3015 – Prepare Survey Control Report

All control establishment activities for this scope of work, including the preparation of control reports shall be in accordance with NJDOT Article 44. The horizontal control will be tied to the New Jersey State Plane Coordinate System NAD83 (Ground). The vertical control will be tied to the North American Vertical Datum NAVD 1988.

MFS shall establish a minimum of one survey control pair and a benchmark at each of the forty (40) intersections. The Primary control points shall be established by GPS observations wherever possible at each intersection. Differential leveling will be performed between the pair points and will incorporate the benchmark at each intersection. A Survey Control Report will be prepared, signed and sealed by a NJ Licensed Surveyor. This report shall include the computations, analysis, final coordinates, elevations and tie sketches for each of the semi-permanent points set within the project areas.

Delivery Items

- Digital (pdf) of Survey Control Report.
- ASCII file of survey control in PNEZD format.

Lump Sum Fee

Please refer to the accompanying “summary of manhours” spreadsheet.

Schedule

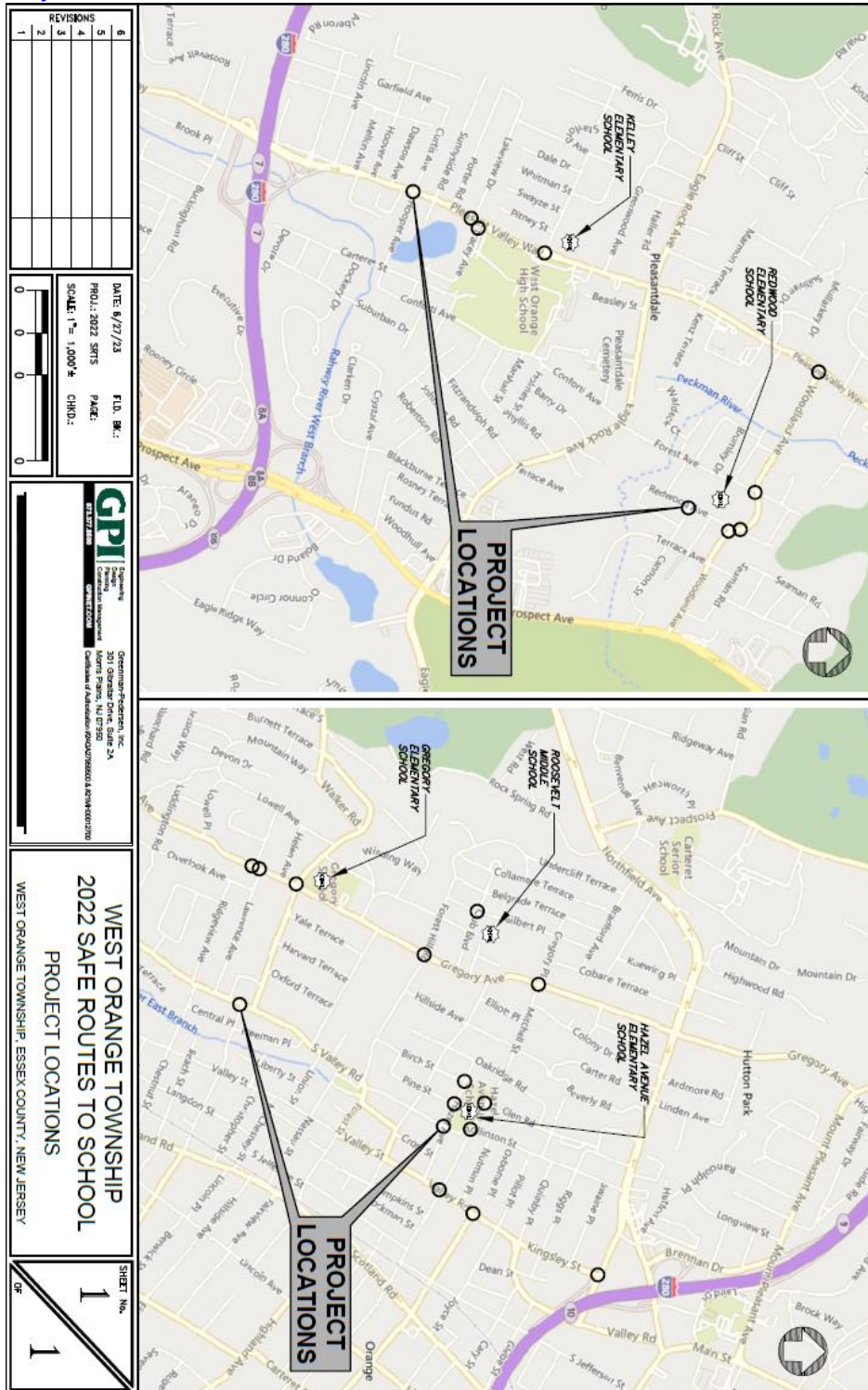
Based on finalization of our agreement and any options which may be authorized, a schedule for completion of the project will be developed and presented for your approval.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Scott Dey', written in a cursive style.

Scott Dey, CST
Project Manager

Project Sites



FEES AND CONDITIONS

Effective 1 January 2024

REIMBURSABLE EXPENSES

Type of Reimbursable	Rate	Type of Reimbursable	Rate
18"x24" paper B&W/Color (each)	\$3.00/\$7.00	Letter or Legal Size B&W/Color (each)	\$0.50/\$1.00
24"x36" paper B&W/Color (each)	\$5.00/\$12.00	11"x17" B&W/Color (each)	\$1.00/\$3.00
30"x42" paper B&W/Color (each)	\$7.00/\$17.00	Next Day delivery/courier service	Cost + 10%
36"x48" paper B&W/Color (each)	\$10.00/\$23.00	Hand Delivery	Cost +10%
24"x36" vellum/mylar B&W (each)	\$35.00	Certified Postal Mail	Cost + 10%
30"x42" vellum/mylar B&W (each)	\$50.00	Mileage (per mile)	IRS Standard ¹

¹Car mileage is billed at the IRS standard mileage rate found at www.irs.gov

PROFESSIONAL LIABILITY AND RELATED SERVICES

A surcharge of 2% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$100.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate basis. Organic vapor analyzers and similar safety and/or monitoring equipment will be billed on daily, weekly, or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analysis, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus a mark-up.

OTHER EXPENSES

Expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence, and other project related expenses will be billed as outlined above.

TERMS OF PAYMENT

Invoices are payable within 30 days of receipt. Service charge of 2.0% / mo. will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, MFS shall be entitled to suspend and/or discontinue our services/work until payments are received to bring your account current, and MFS reserves the right to terminate this Agreement without notice for continued non-payment. See Terms and Conditions, Paragraph 4, Invoicing, Service Charges.

TERMS AND CONDITIONS

1. STANDARD OF CARE

The services of **MFS Consulting Engineers & Surveyor, DPC (MFS)** under this Agreement, will be performed, prepared, and presented, subject to causes outside of MFS's control, in a manner consistent with professional skill and care ordinarily exercised by other engineering and surveying professionals performing similar services under similar circumstances in the jurisdiction where these services are rendered at the time the services are being performed, including in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by MFS or is presumed given by MFS under this Agreement or in any report, opinion, or any other document prepared by MFS.

2. RIGHT OF ENTRY

The Client will provide for right of entry in order for MFS to perform its services. While MFS will take all reasonable precautions to minimize or avoid any damage to the property, including to subterranean structures or utilities, it is understood by the Client that in the normal course of performance some damage may occur, the correction of which is not MFS's responsibility as part of this Agreement.

3. EXISTING CONDITIONS

The Client recognizes that, unless it authorizes and expends additional sums of money and/or destroys otherwise adequate or serviceable portions of the structure, actual conditions may vary from those encountered at the locations where borings, surveys, observations or explorations are made by MFS and that the interpretation, assumptions, and recommendations of MFS are based solely on the information

Initials: _____ Date: _____

available to it. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and release MFS from and against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Client's decision not to expend additional sums to further investigate existing conditions on this project, excepting only those damages, liabilities, or costs attributable to the sole negligence and/or willful misconduct of MFS. Further, MFS shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client. MFS shall not be responsible for interpretations by others of the information it develops or provides to the Client.

4. INVOICING, SERVICE CHARGES

Invoices are payable within 30 days of receipt. A service charge of 2% per month will be imposed on all bills not paid within 30 days. The Client shall have no right of setoff against the amounts due to MFS and no deductions shall be made from MFS's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty, or damage actually or allegedly caused by, arising from, or relating to MFS, MFS's services on the Project, or this Agreement. In the event of a suspension of services or termination of the Agreement by MFS either due to non-payment of invoices, and/or in accordance with Paragraph 5, Termination, of these Terms and Conditions, MFS shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. Before resuming services, MFS shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MFS's services. MFS's fees for the remaining services and the time schedules shall be equitably adjusted. In the event the Client fails to pay MFS on account of services rendered as set forth on an MFS invoice, the Client agrees that it is responsible for all reasonable costs of collection, including attorneys' fee and staff time spent on depositions and court appearances, incurred by MFS in connection with its collection efforts against the Client.

5. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice, should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to MFS in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at MFS's option, regardless of any alleged fault attributable to MFS, and no seven (7) day notice period is required. In the event of termination, MFS shall be compensated for all services performed and reimbursable expenses incurred prior to such termination, all termination expenses, and anticipated profit in connection with project under this Agreement.

6. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by MFS while performing services under this Agreement are the property and responsibility of the Client. Upon written notice, MFS may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. The Client shall be responsible for all costs incurred in connection with the disposal of Samples. At all times, any and all rights, title, and responsibility for Samples shall remain with the Client and under no circumstances shall these rights, title, and responsibility be transferred to MFS.

7. JOBSITE SAFETY AND CONTROL OF WORK

MFS shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by MFS, MFS shall have no responsibility for the safety program at the Project nor the safety of any contractor or subcontractor or construction manager of the Client or other person. Neither the professional activities of MFS nor the presence of MFS's employees and subcontractors at the Project site shall be construed to confer upon MFS any responsibility for any activities on site performed by personnel other than MFS's employees. The Client agrees that MFS shall have no power, authority, right, or obligation to supervise, direct, stop the work of, or control the activities of any contractors or subcontractors or construction manager of the Client, their agents, servants, or employees.

8. INDEMNIFICATION

Subject to the provisions of Paragraph 9, Limitation of Liability, of this Agreement, MFS agrees to indemnify and hold the Client and the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents harmless for any and all claims, damage obligations, liabilities, suits, demands, and losses for personal injury and/or property damage, including reasonable attorney's fees and other expenses where recoverable by law, asserted by any third parties, but only to the extent of MFS's negligence in the performance of its services under this Agreement. In no event shall MFS be responsible for any loss, damage, or liability arising from or caused by any acts of the Client or third party or any of their agents, employees, staff, or other consultants, subconsultants, contractors, or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

9. LIMITATION OF LIABILITY

The Client agrees to limit MFS's liability to the Client and to any and all of the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants, and insurers for any and all damages arising out of or relating to the performance of MFS's services under this Agreement, such that MFS's aggregate liability to all those named will not exceed the lesser of (i) five times MFS's fee for its services on the Project or (ii) MFS's available professional liability insurance coverage at the time of any settlement or judgment. In the event that any portion of this limitation of liability provision is deemed unenforceable or void as a matter of law, then MFS's liability pursuant to this Paragraph 9, Limitation of Liability, shall be limited to the lowest amount allowable as a matter of law. The Client agrees to notify any of its construction managers, contractors, subcontractors, consultants, subconsultants, and insurers who may perform work on behalf of the Client in connection with this Agreement of such limitation of professional liability for defects, errors, omissions, or negligence and to require as a condition precedent to their performing their work a like indemnity and limitation of liability on their part in favor of MFS.

To the fullest extent permitted by law, the Client further agrees that no shareholder, officer, director, partner, principal, or employee of MFS shall have personal liability for any act, omission, breach, tort, fault, or wrong arising from or relating to MFS's services on the Project or under this Agreement.

The Client waives consequential damages, including, but not limited to, loss of use or loss of profits for claims, disputes, or other matters in

Initials: _____ Date: _____

question arising out of or relating to the services provided by MFS regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of MFS or its employees, agents, subconsultants, or other legal theory. This waiver is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

To the extent damages are covered by property insurance during and after construction, the Client waives all rights against MFS and against the contractors, consultants, agents, and employees of MFS for damages, except such rights as Client may have to the proceeds of such insurance. The Client, as appropriate, shall require its contractors, subcontractors, consultants, subconsultants, agents, and employees of any of the foregoing third parties to execute similar waivers.

10. INSURANCE

MFS maintains workers' compensation, general liability, property, automobile, and professional liability insurance. Certificates of insurance will be issued to the Client upon a written request from the Client. The Client agrees that it will require the construction manager, general contractor, or, if the Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to MFS's services on the Project, to name MFS as an additional insured on their insurance coverage applicable to the Project.

11. CLIENT REQUIRED TO SERVE A NOTICE OF CLAIM

Notwithstanding any state's legal requirements, the Client shall make no claim (directly or in the form of a third-party claim) against MFS, unless the Client has first provided MFS with a written certification, executed by an independent professional, credentialed the same as the MFS personnel performing the alleged negligent services (e.g. engineer for an engineer, surveyor for a surveyor, etc.) and in the state in which the Project is located, specifying and certifying each and every act or omission that the Client contends constitutes a violation of the standard of care under this Agreement. Such certification shall be provided to MFS thirty (30) calendar days prior to the institution of any legal proceeding by the Client and failure to do so shall result in a dismissal of the legal proceeding at the Client's expense.

12. FORCE MAJEURE

MFS shall not be responsible or liable for any delays in performance or failure of performance in the event of fire, flood, explosion, the elements, or other catastrophe, Acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants, or employee, or any governmental regulation or agency, or for any other reason beyond the control of MFS.

13. RIGHT TO REFERENCE PROJECT

The Client grants MFS a royalty free perpetual license to use the Client's name along with a general description and/or pictures of the Project in MFS promotional materials.

14. DOCUMENT OWNERSHIP

All reports, notes, drawings, specifications, data, calculations, and other documents prepared by MFS ("Documents") are instruments of MFS's services that shall remain MFS's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without MFS's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to MFS or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless MFS from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use. MFS shall have the right to select its own counsel to represent it in connection with this Paragraph 14, Document Ownership, and Paragraph 8, Indemnification, above.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of MFS that issued the Proposal is located.

17. DISPUTE RESOLUTION

MFS and the Client agree that any claim against MFS arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings. If the parties do not agree otherwise, then mediation shall proceed pursuant to AAA's procedures, but in no case shall MFS's ability to pursue outstanding invoices be subject to this mediation pre-condition.

18. RELIANCE BY OTHERS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or MFS.

Further, MFS and its consultants shall be entitled to use or rely upon design elements and information ordinarily or customarily furnished by the Client and others including but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards, and therefore, to the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless MFS and MFS's consultants, parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents for any and all claims, damage obligations, liabilities, suits, demands, and loss, including attorneys' fees and all other costs, expenses, and disbursements, to which MFS may be subject, actually or allegedly arising from or relating to (i) any unknown site condition or subterranean structures of which MFS does not have actual knowledge; (ii) any errors, omissions, or inconsistencies in any data documents, records, or information provided to MFS by the Client or third parties; or (iii) the Client's unauthorized use or copyright violation of plans, reports, documents, and related materials prepared by MFS. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.

19. THIRD-PARTY CERTIFICATES

MFS shall not be required to sign any document no matter by whom requested that would result in MFS having to certify, guarantee, or warrant anything or offer any professional opinion or statement that MFS in its sole discretion finds unreasonable. Owner agrees not to make resolution of any dispute with MFS or payment of any amount due MFS in any way contingent upon MFS signing any such document.

Initials: _____ Date: _____

20. BONDING

MFS shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research or enforcement of construction insurance or surety bonding requirements.

21. ENTIRE AGREEMENT

This Agreement (consisting of these Terms and Conditions, MFS's Fee Schedule, if applicable, and any Proposal which these Conditions accompany and of which they are part) constitutes the entire agreement between the parties, supersedes any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Initials: _____ Date: _____



SUMMARY OF STAFFING

CLIENT: Greenman-Pedersen, Inc.

July 15, 2024

PROJECT: 2022 SRTS West Orange, NJ - PE Phase
(25 Intersections)

MFS # P23-184R4

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	10	0	0	0	0	10
Project Manager	PV	41	0	0	0	0	41
Senior Technician	ET5	103					103
Technician	ET4	68					68
Chief of Party	ET4	120					120
Instrumentperson	ET3	120					120
Rodperson	ET3						0
Clerical Salaries	Clerical						0
TOTAL		462	0	0	0	0	462

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$88.63	\$886.30
\$70.42	\$2,887.22
\$64.75	\$6,669.25
\$42.14	\$2,865.52
\$47.26	\$5,671.20
\$33.25	\$3,990.00
\$27.93	\$0.00
\$40.52	\$0.00
\$22,969.49	

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$125 per day	\$0.00
Mileage	480 miles @ \$0.67/mile	\$321.60
Closings - Shoulder Closings	days @ \$2,400 per day	\$0.00
Closings - Shadow Truck	days @ \$975 per day	\$0.00
Materials, Postage etc		\$0.00
Other		\$0.00
Direct Expense Total:		\$321.60

PAYROLL	\$22,969.49
164.01% OVERHEAD	\$37,672.26
18.00% FEE	\$4,134.51
DIRECT EXPENSES	\$321.60
TOTAL	\$65,097.86

TASKS

- 1). Activity 3015 - Prepare Survey Control Report
- 2).
- 3).
- 4).
- 5).

FIXED FEE CALCULATION

PROJECT:	2022 SRTS West Orange, NJ - PE Phase
CONSULTANT:	MFS Consulting Engineers & Surveyor, DPC
AGREEMENT OR CAM NO.	
PREPARED BY:	Scott Dey
DATE:	7/15/2024

EVALUATE PROJECT SPECIFICS:

Directions:

Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria

Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	10	10
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Limited Scope of Work, Deck Patching, Resurfacing, Restoration, Concept Development, Studies, Surveys, Landscape, Inspections	20	20
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			60

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.60
FEE FACTOR (Project Specifics Factor x 0.30) =	0.18
DIRECT LABOR COSTS	\$ 22,969
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 4,135



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 11, 2024

Ms. Lisa Lieb
Corporate Finance Director
MFS Consulting Engineers & Surveyor, DPC
2780 Hamilton Blvd.
South Plainfield, NJ 07080

Dear Ms. Lieb:

Based on our review of MFS Consulting Engineers & Surveyor, DPC's submitted Overhead Statement for the year ended December 31, 2023, we have determined an overhead rate of 164.01 percent should be used for funding purposes on future contracts with the Department. In addition, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.64 percent should be used for all new contracts and extra work modifications.

Furthermore, if MFS Consulting Engineers & Surveyor, DPC. plans to pursue construction inspection work with the Department, MFS Consulting Engineers & Surveyor, DPC. will need to provide the Department with additional documents to establish a field rate with the Department.

In addition, the overhead rate proposed on this overhead letter expires on July 1, 2025.

This rate is subject to audit verification. Our acceptance of this rate does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Miller Khalil at (609) 963-1921, or at miller.khalil@dot.nj.gov.

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit