

June 24, 2024 **(Updated August 20, 2024)**

Zayibeth Carballo, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ

**Re: NJDOT Transportation Alternatives Program
TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of 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 TA-2023 Application completed by the Township, input received at our online teams scoping meeting on February 12, 2024, an Essex County Washington Street / Watchung Avenue traffic signal meeting on August 19, 2024, and the NJDOT standard network diagram and activity descriptions for the PE project phase.

The Township is looking to complete its goal of increasing pedestrian safety, accessibility, and walkability on Washington Street. This Washington Street Corridor Improvement Project Phase 2 will tie in seamlessly to the already initiated 2020 TAP Washington Street Corridor Improvements Project. This project is looking to improve Washington Street from Liberty Street to Meade Street. The length of the project is approximately 739 linear feet or 0.14 miles. Washington Street is an Essex County roadway, and as the project will make improvements to a County road, the Township has secured the approval of the County of Essex for this project.

The improvements are being made to promote walking and better accommodate pedestrian transit as an alternate travel mode. The application identifies the proposed improvements to include improved crosswalks, signage, new sidewalks and curbs, ADA-compliant curb ramps, detectable warning surfaces, flashing speed limit signs, flashing pedestrian crossing signs, enhanced lighting, street trees, bicycle racks and trash receptacles. Deficient curb ramps, concrete driveway aprons and sidewalks will be replaced to conform with ADA requirements. Proposed improvements will be consistent with previously completed streetscape projects by the Township.

The intersection of Washington Street and Watchung Avenue is a signalized intersection. Traffic signal and intersection improvements are excluded from this project. Traffic signal and intersection improvements are being completed under a current Essex County Local Safety Project. As a result of communications with Essex County regarding the County signal project, it was determined that the curb line along Washington Street could not be relocated, and existing curb line would remain. This is a minor change to the scope of work listed in this project's application.

The proposed project strongly aligns with the Township's most recent Master Plan recommendation that the design and engineering of streets and roadways in West Orange give appropriate emphasis on creating quality streetscapes, access ways, visual corridors, buffers, and related physical improvements.

The project will be advanced in compliance with the Federal requirements for environmental protection 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.

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 these 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. It is the Township's responsibility to prepare and submit payment vouchers and required forms to NJDOT Local Aid office for reimbursement.

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 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
3008	Wetlands Delineation
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

Activity No.	Activity Description
3070	Prepare Preliminary Roadway Plans
3085	Prepare Preliminary Drainage Design
3090	Determine Traffic Engineering Facility Locations
3115	Initiate ROW Impact Plan
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

Delineate Wetlands (3008): This task is necessary to confirm the presence / absence of regulated wetlands and the wetlands classification and associated transition area to identify the need (or not) for an NJDEP Freshwater Wetlands Permit. GPI will conduct a wetlands investigation of the area of improvements near Watson Avenue and Liberty Street. If wetlands are identified, we will delineate the wetlands and identify the potential width of the wetland transition areas for survey and mapping by our project surveyor. We will perform a preliminary investigation within 150 feet of the project area to identify the approximate location of wetlands and wetland transition areas on the subject site. Application for a Freshwater Wetlands Letter of Interpretation is excluded from this scope of work. Any potential FWW permits will be identified in the Preliminary Engineering report. Should FWW permits be required, this work will be under Final Design phase.

Prepare Survey Control Report (3015): GPI's subconsultant, MFS Consulting Engineers & Surveyors (MFS), will perform the control survey and prepare the survey control report following NJDOT standards. 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.

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

Conduct Topographic Survey (3020): GPI will provide management and coordination with our subconsultant, MFS, who will conduct the topographic survey within the project limits. The topographic mapping will document the site's existing conditions including baselines, centerlines, right-of-way lines, drainage and sanitary systems, striping, utilities, control points, and elevations. Topographic mapping will be established by field survey extending approximately 10 feet beyond ROW, including driveways and parking lots and approximately 100 feet from centerline of Washington Street onto intersecting side streets. Physical features such as signs, utilities including valves, pole #, manholes, etc. will be identified and added to the mapping. We will survey monuments as discovered in the field so adjacent property boundaries can be re-established. MFS will also prepare a ROW deed mosaic within the project area as part of the Prepare Base Map task Activity 3025.

Where commercial and residential buildings are set near the right-of-way line, MFS will perform a physical survey of the concrete slabs located immediately adjacent to the buildings. The survey will tie down the horizontal and vertical location of doorway openings, the sidewalk joint(s) at the front of the buildings and the adjacent joints.

GPI will request copies of County right-of-way mapping and road return documents, to be corroborated with field evidence recovered by the field surveyors to establish the existing right of way. GPI to perform a QA of MFS's mapping products.

The location of underground utilities will be provided by utility companies on base map markups as part of activity 3055 described below. GPR, electro-magnetic surveying and test pits or any other means for locating underground utilities is not included in this PE scope. A limited Subsurface Utility Engineering (SUE) program is included in the Final Design (FD) scope and fee proposal.

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

Prepare Base Maps (3025): GPI will manage and coordinate with our subconsultant, MFS, who will prepare the base maps which will depict in detail the required existing topography. The base maps will also include the baseline information and existing right-of-way as determined by field evidence and deed mosaic. This data is to be provided in accordance with Article 51 Standards and Procedures. GPI to perform a QA of MFS's work to check that survey is in accordance with project scope and needs.

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

Prepare Horizontal and Vertical Geometry (3030): GPI will layout and calculate the horizontal and vertical geometry of the proposed sidewalk and streetscape improvements. The proposed geometry will be tied to the project baseline with proposed work and the project footprint defined over the base mapping to produce an accurate depiction of the project impacts. The proposed improvements will be designed to be ADA compliant where ramp grades will be 8% maximum, a minimum five (5) foot square passing space will be provided at intervals no greater than 200 feet, and cross slopes will not exceed 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). Driveway grades will be corrected where the walkway portion of the driveway aprons do not meet ADA requirements and exceed 2% cross slope. We will develop critical cross-sections to identify slope impacts at locations that may result in right-of-way, utility, or environmental impacts. Streetscape improvements will extend from the curb line and, to the extent feasible, will remain within the existing right-of-way.

Potential complications with curb extensions include:

- Conflicts with existing utilities
- Relocation and modifications with existing drainage structures and conveyance piping
- Altering top and bottom of curb elevations and sidewalk cross slope
- Altered drainage paths
- Substandard turning movements for larger design vehicles

GPI will develop no more than three (3) typical sections to depict the proposed streetscape improvements showing and dimensioning roadside details such as curb, landscaping areas, sidewalk, utility poles, adjacent buildings, cut and fill slopes, and right-of-way line.

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

Send Utility Verification Request Letter (3045): GPI will establish utility contacts and submit the verification request letter and a set 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 eight (8) 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 review the existing utilities to

identify potential utility conflicts between existing utility facilities and proposed design elements such as new street light pole foundations.

Prepare Preliminary Roadway Plans (3070): GPI will prepare the preliminary roadway plans at 1"=20' scale. The plans will include the horizontal and vertical geometry of new replacement curbs, sidewalk and ADA curb ramps, driveway aprons, limit of disturbances, planting areas, signing, replacement pavement markings and streetscape improvements throughout the corridor. Roadway improvements are limited to pavement repair strips for new curb and potential drainage improvements. No other roadway improvements are anticipated.

Prepare Preliminary Drainage Design (3085): GPI 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 current NJDEP Stormwater Management Rules (SWM). It is assumed that the project will be designed to disturb less than one acre of land and will increase impervious surfacing and/or Motor Vehicle Surfacing (MVS) by less than ¼ acre. As such, it is assumed that the project will not be classified as a "major development" and will not have to comply with the NJDEP SWM rules.

Where existing drainage structures conflict with proposed curb, sidewalk and/or ADA curb ramps, GPI will develop the drainage relocation design. Relocations are anticipated to be minor and will maintain the existing drainage system to the maximum extent practicable to limit SWM and permitting implications. No hydraulic analysis will be provided.

We will also conduct a rainy-day survey to identify any existing ponding issues within the right-of-way or adjacent properties with a focus on identifying and correcting any low spots in the vicinity of curb ramps and crosswalks. Drainage work will be limited to minor corrections to gutter grades to avoid ponding in crosswalks. Upgrades to stormwater drainage systems is not anticipated.

A cursory review of FEMA mapping reveals that a watercourse (North Branch Wigwam Brook) crosses the project area in the vicinity of the Liberty Street/Washington Street intersection. The watercourse is an open channel beyond the ROW and confined to a piped culvert within the public ROW of Washington Street and Liberty Street. There is potential for flood hazard area, riparian zones and wetland transition zones within the project area and may be within NJDEP jurisdiction. GPI will delineate the environmental constraints with available NJDEP GIS and FEMA data and provide a map for inclusion in the PE report.

GPI will determine whether the proposed impacts will qualify for one or more NJDEP FHA Permits by Rule (PBR). To qualify for PBRs the project must not be a "major development" under the NJDEP SWM Rules.

Assumptions: The following assumptions are related to Task 3085

1. The project is not anticipated to disturb more than one acre of land or increase impervious surface and/or Motor Vehicle Surfacing (MVS) by more than ¼ acre. As such, the project will not be classified as a "major development" and not subject to comply with the State NJAC 7:8 and municipal stormwater management rules.
2. Drainage design is limited to maintaining existing drainage patterns. Therefore, analysis of gutter spread and pipe capacity for existing conditions is excluded from this scope.
3. Hydraulic computations and a drainage design report will not be required.
4. Upgrades to existing drainage structures will consist of relocation for sidewalk and curb extension, replacing existing casting(s) with bicycle safe grates and meeting current NJDOT standards.
5. Permitting and regulatory compliance assessments will be based on the current NJDEP SWM Rules NJAC 7:8 (3/3/2020 adoption, 7/17/2023 operative date), NJDEP Flood Hazard Area Control Act and NJDEP

Freshwater Wetlands Protection Act Rules as of the date of this proposal. This proposal does not include work to conform to subsequent rule changes after date of this proposal.

6. Application to NJDEP for Flood Hazard Area (FHA) and NJDEP Freshwater Wetlands (FWW) are excluded from this proposal. Should FHA or FWW permits or verifications be required this work will be included as part of Final Design (FD) phase.

Determine Traffic Engineering Facility Locations (3090): GPI will prepare preliminary level plans for the layout of decorative lighting, guide signs and regulatory traffic control devices. The preliminary lighting design will include coordination with the Township and PSE&G to determine the requirements for a PSE&G owned decorative lighting system. GPI will perform a lighting analysis using Visual lighting software to determine the appropriate spacing of the decorative luminaires based on the AASHTO Roadway Lighting Design Guide criteria. It is anticipated that concrete light pole bases and conduits for the PSE&G owned lighting system will be reimbursable construction items.

Initiate ROW Impact Plan (3115): The proposed streetscape improvements will be located within the public right-of-way to the extent feasible. The ROW Impact Plan will document any locations where it is necessary for sidewalk improvements to extend outside the right-of-way to meet ADA design requirements. Easements to perform work on private property will be secured with right-of-access agreements obtained during final design.

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 work in the project is typically off the roadway, we anticipate construction can be accommodated by typical MUTCD and NJDOT set ups and details. Vehicular detours are not anticipated or included in our scope of work; however, one direction of travel detour during working hours may improve safety within the work zone. While pedestrian detours will be required, temporary signals, modification of existing signals or other electrical work is not anticipated.

Prepare Construction Cost Estimate (3135): GPI will prepare the Construction Cost Estimate using NJDOT Bid information, results from prior similar projects 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. Washington Street is under County's jurisdiction so the Draft PE Report will also be submitted to Essex County for their review and comment. The Draft PE Report will also be shared with the NJDOT Bureau of Environmental Program Resources (BEPR) to support the review of the Environmental Document. GPI will use the NJDOT PE Report template as a guide for the items to be included in the Draft PE Report, aside from those listed in assumptions below, which are not relevant to the project.

Assumptions: The following items normally associated with the Capital Project's 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 as per Local Aid Federal project handbook:

1. Design Exception Report
2. Alternatives Analysis Report
3. Complete Streets Checklist
4. Design Communications Report
5. Risk Register
6. Updated Utility Risk Assessment Plan

7. Draft Management Plan
8. Final Design Public Involvement Action Plan
9. Final Design Scope Statement
10. 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 Report and provide comments for incorporation in the 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 attend and prepare the mailing list, the handout, presentation material and minutes with attached sign-in sheet for one (1) anticipated Public Information Center (PIC). Notice letters will be mailed via standard USPS by GPI (not certified). The goal of the PIC is to obtain public input on the PPA. 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 anticipated that the Township 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, meeting. If requested by the Township, the PIC will be held virtually. A virtual public information center (VPIC) would be a prerecorded video with a slide presentation illustrating the project need, proposed improvements and anticipated benefits. The video can be available in more than just the English language. The video is to be available for viewing for at least a two-week period to allow the public to view at their convenience. The Township would host the link to the VPIC or, if Township prefers, GPI will host a project website with a Township link to website.

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.

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

- Proposed streetscape improvements will be located within the 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 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.
- A Design Exception Report is not required and therefore preparation of the same is not included in this scope of services.
- Modifications will not be required to the existing roadway profile or roadway cross slopes. Roadway improvements will be limited to the curb relocation and associated pavement repair strip.
- 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.
- Wayfinding is not included in the project scope.
- Driveway widths and locations will not be modified.
- CADD drawings and design will be produced in AutoCAD C3D.

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.

Sincerely,

Greenman-Pedersen, Inc.



Andrew Cangiano, PE, CME
Director of Engineering -Morris Plains Office
301 Gibraltar Drive Suite 2A
Morris Plains, NJ 07950
Phone: 973.434.8349
Email: acangiano@gpinet.com

Township of West Orange
NJDOT Transportation Alternatives Program (TAP) Design Assistance Program
TAP - 2023 - Washington Street Corridor Improvement Project Phase 2
PRELIMINARY ENGINEERING FEE SUMMARY
June 24, 2024 (Revised August 20, 2024)

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Total Hours	Total
Maximum Hourly Rate:		\$127.72	\$111.76	\$107.12	\$106.09	\$77.25	\$45.32	\$104.03	\$57.68		
Average Hourly Rate:		\$110.95	\$97.18	\$81.96	\$68.21	\$49.04	\$38.93	\$77.35	\$46.51		
Project Management: Scheduling and Coordination	-	16	2	27	0	0	0	0	0	45	\$4,182.48
Prepare Survey Control Report	3015	0	0	4	0	0	0	0	0	4	\$327.84
Conduct Topographic Survey	3020	2	0	0	2	0	2	0	0	6	\$436.18
Prepare Base Maps	3025	0	0	0	2	0	6	0	0	8	\$370.00
Prepare Horizontal and Vertical Geometry	3030	2	8	8	16	0	20	0	0	54	\$3,524.98
Prepare Utility Base Plans	3035	0	0	0	0	10	4	0	0	14	\$646.12
Send Utility Verification Request Letter	3045	0	0	3	0	0	0	0	4	7	\$431.92
Update Base Plans and Identify Conflicts	3055	0	4	8	0	0	16	0	0	28	\$1,667.28
Prepare Preliminary Roadway Plans	3070	2	6	16	20	28	40	8	8	128	\$7,401.74
Prepare Preliminary Drainage Design	3085	2	6	12	16	20	16	0	0	72	\$4,483.54
Determine Traffic Engineering Facility Locations	3090	2	2	8	0	0	16	0	0	28	\$1,694.82
Initiate ROW Impact Plan	3115	2	2	8	0	18	20	0	0	50	\$2,733.26
Update Preliminary Detour / Construction Staging Plans	3130	2	0	4	6	6	16	0	0	34	\$1,876.12
Prepare Construction Cost Estimate	3135	0	0	4	0	8	0	0	0	12	\$720.16
Prepare Draft PE Report	3160	2	6	8	8	8	0	0	0	32	\$2,398.66
Township & NJDOT Reviews Draft PE Report	3205	2	0	2	0	4	0	0	0	8	\$581.98
Hold Public Information Center	3865	8	0	8	0	16	0	0	4	36	\$2,513.96
Prepare Categorical Exclusion Document	3870	2	4	6	0	0	8	0	0	20	\$1,413.82
Delineate Wetlands	4360	0	0	4	2	24	0	6	0	36	\$2,105.32
Total Hours		44	40	130	72	142	164	14	16	622	
Total \$		\$4,881.80	\$3,887.20	\$10,654.80	\$4,911.12	\$6,963.68	\$6,384.52	\$1,082.90	\$744.16		\$39,510.18

Notes:

1. Actual hourly rates of individuals working on the project will be billed and may be above or below the average hourly rate listed.
2. Hourly rates are as of 07/01/2024.
3. Mileage: of 750 miles x \$0.67= \$502.50, say \$500.00

Labor	\$39,510.18
x 1.6341 Overhead	\$64,563.59
Fixed Fee (22.5% Labor)	\$8,889.79
Mileage	\$500.00
Printing / Postage / misc.	\$500.00
GPI Total	\$113,963.56

Subconsultants:	MFS (DBE)	\$41,473.73	(see attached MFS proposal)
	Grand Total	\$155,437.29	

***NJDOT Transportation Alternatives (TAP) Design Assistance Program
TAP - 2023 - Washington Street Corridor Improvement Project Phase 2
Township of West Orange, Essex County
PRELIMINARY ENGINEERING FEE SUMMARY
June 24, 2024 (Revised August 20, 2024)***

Title	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Landscape Architect	Prof. Surveyor
July 2024 Maximum Hourly Rate	\$124.00	\$108.50	\$104.00	\$103.00	\$75.00	\$44.00	\$101.00	\$56.00	\$75.00	\$77.50
July 2024 Average Hourly Rate:	\$107.72	\$94.35	\$79.57	\$66.22	\$47.61	\$37.80	\$75.10	\$45.16	\$75.00	\$77.50
Preliminary Design Escalation Rate	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030
Preliminary Design Maximum Hourly Rate :	\$127.72	\$111.76	\$107.12	\$106.09	\$77.25	\$45.32	\$104.03	\$57.68	\$77.25	\$79.83
Preliminary Design Hourly Rate :	\$110.95	\$97.18	\$81.96	\$68.21	\$49.04	\$38.93	\$77.35	\$46.51	\$77.25	\$79.83

Escalation 3% per year, 1 year

FIXED FEE CALCULATION

PROJECT:
CONSULTANT:
AGREEMENT OR CAM NO.

TA-2023 Washington Street Corridor Improvement Project Phase 2 -
Preliminary Engineering
Greenman-Pedersen, Inc. (GPI)

PREPARED BY:
DATE:

Andrew Cangiano
8/13/2024

EVALUATE PROJECT SPECIFICS:

Directions:

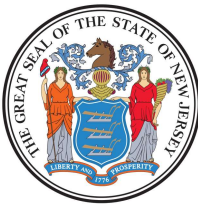
Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria

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	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	\$ 39,510.18
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 8,889.79



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 22, 2024

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, 2023, we recommend overhead rates of 124.09 percent should be used for construction inspection projects and 163.41 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 0.26 percent should be used for construction inspection projects and 0.32 percent for all other projects, respectively.

The combined overhead rate of 144.53 percent and FCCM rate of 0.29 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, 2025.

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 with 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, or at Dennis.Show@dot.nj.gov.

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit

2 August 2024

Lenin S. Cruz, P.E.
Project Engineer
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

**Proposal for Preliminary Engineering (P.E.) Professional Land Surveying Services
NJDOT TAP 2023 – West Orange, Washington Street Corridor Improvement Project Phase 2
Located in the Township of West Orange, Essex County, New Jersey
(MFS Proposal No. NJ24060.001R1)**

Dear Lenin,

MFS Consulting Engineers & Surveyor, DPC (MFS) is pleased to submit this proposal to provide professional land surveying services to support the Preliminary Engineering (PE) Phase for the TAP 2023 West Orange Washington St. project. The following proposal briefly discusses our project understanding and scope of work.

PROJECT UNDERSTANDING

To support the TAP 2023 West Orange Washington St., MFS shall perform the following NJDOT PE Activities.

1. Activity 3015 – Prepare Control Survey Report
2. Activity 3020 – Conduct Topographic Survey
3. Activity 3025 – Prepare Base Maps

The services shall include:

- Survey limits to extend 10' (ft) beyond the Right of Way (ROW).
- Survey to include building faces, steps and building finished floor elevations at doorway thresholds.
- Key ground surface features (i.e., top/bottom curb lines, crown of road, ADA ramps, top/bottom utility pads) and other breakline features in addition to random spot elevations.
- All visible and accessible surface features (i.e., walks, pads, surface utilities, fences, etc.).
- Any existing sub-surface utility mark-out found within the mapping limits.
- Establish rim/grate/invert elevations on sanitary and drainage structures within the project corridor. Electrical & telephone manholes or vaults to be located on the surface only.
- Locate any Right of Way (ROW) and/or boundary evidence found while performing the survey.
- Establish ROW deed mosaic. Include properties fronting the streets within the project limits, including sidelines and lot lines off the right of way to be shown on a deed mosaic.

New Jersey (Headquarters)

2780 Hamilton Blvd.
South Plainfield, NJ 07080

Phone 908.922.4622
Fax 866.571.7413

New Jersey

24 Kanouse Rd.
Newfoundland, NJ 07435

Phone 973.697.2122
Fax 973.838.6433

New York

320 Fifth Ave., Ste. 1200
New York, NY 10001

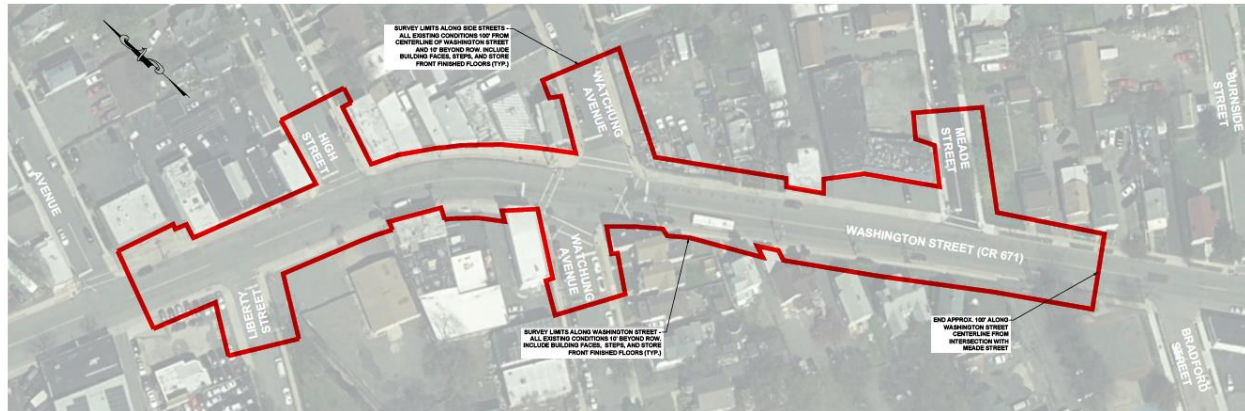
Phone 212.943.6576
Fax 866.517.7413

Puerto Rico

103 C Isabel Andreu de Aguilar, Ste. 3
San Juan, PR 00918

Phone 787.998.7436
Fax 787.765.3691

The project limits are as shown in the below image provided by GPI and outlined in red.



ACTIVITY 3015 – PREPARE CONTROL SURVEY REPORT

All control establishment activities for the project, including the preparation of control reports shall be in accordance with NJDOT Surveying Manual and Standard Article 44. The horizontal control will be tied to the New Jersey State Plane Coordinate System NAD83 (Grid). The vertical control will be tied to the North American Vertical Datum NAVD 1988. A local project ground datum will be calculated based on the primary survey control. All mapping will be prepared in a Local Project Ground datum.

Utilizing GNSS RTN and Leica SmartNet, primary survey control for the project will be established following the specifications provided in the “User Guidelines for Real Time GNSS Positioning”, Version 3.1, dated April 2014 for Class RT1 surveys (Primary Control) having a relative accuracy of 0.01m – 0.02m horizontal and 0.02m – 0.04m vertical at the 95% confidence level. Utilizing the primary survey control stations, a secondary survey traverse baseline will be established originating and closing on the primary control pairs. Benchmarks will be established and staggered between the traverse baseline stations. Differential leveling will be performed to include the secondary traverse baseline stations and benchmarks utilizing the primary control as the reference benchmarks. The horizontal control shall meet or exceed Second Order Class II accuracy standards and the vertical control will meet or exceed Second Order, Class II accuracy standards.

A Survey Control Report will be prepared for the primary/secondary survey control. The report will be signed and sealed by a NJ Licensed Surveyor. The report shall include the computations, analysis, final coordinates, elevations, and diagrams for each of the semi-permanent points set within the project area.

ACTIVITY 3020 – CONDUCT TOPOGRAPHIC SURVEY

MFS shall utilize conventional surveying methods to perform the survey. Cross sectional data will be obtained at approximately 50' intervals within the project limits. Additional supplemental cross section information will be obtained at driveway edges & centerlines in addition to low/high areas within the project limits. Supplemental locations will be observed at existing ADA ramps and building entrances & stairs. In addition, the survey will include observable and accessible manmade surface features (i.e., surface utility hardware, signs, fences, walls, pads, existing subsurface utility mark out, etc.). MFS will establish rim/grate elevations on sanitary and drainage structures located within survey limits. Invert measurements will be taken and recorded as will pipe types and sizes, MFS will not enter any structures. Structures with excessive debris and/or silt will be noted, MFS will not

clean or attempt to remove debris or silt. Non-sanitary/drainage structures will not be opened and surveyed from the surface only. In addition, MFS will survey any ROW/boundary evidence which is found while performing the field survey.

ACTIVITY 3025 – PREPARE BASE MAPS

The base mapping will be prepared utilizing the survey field data. Planimetric features will be drafted and identified. A Digital Terrain Model (DTM) will be prepared utilizing a combination of breakline features (i.e., curb lines, edge of pavement, walks, top/bottom slopes, etc.) in addition to inlets and other points observed during the field survey. Mapping will be output at 1"=30' using NJDOT's standard levels, linetypes and cells and formatted in Bentley MicroStation Version V8 in accordance with NJDOT Article 51. A DTM will be prepared in Bentley InRoads from which 1' contours will be generated. The data delivery will include the DTM surface data for your use.

Utilizing a combination of tax maps, NJGIN data and recovered field evidence, MFS will establish the ROW within the project corridor. Properties fronting the streets within the project limits will have sidelines and lot lines off the right of way shown based on a mosaic utilizing tax maps and obtained deeds. Parcel Block and Lot numbers will be shown.

DELIVERY ITEMS

- Digital files of all mapping data in Bentley MicroStation V8 to include:
 - Topographic Mapping
 - Striping
 - Breakline
 - Contours (1' contours)
 - ROW/Parcel Line File
 - Digital Terrain Model
 - Digital Final Primary and Secondary Control Reports

EXCLUSIONS

1. MFS assumes that roadway occupancy permits will not be required. If permits are required, additional fees will be charged.
2. MFS does not anticipate Maintenance and Protection of Traffic (MPT), neither vehicular and/or pedestrian will be required. If MPT is required, additional fees will be charged.
3. Setting of property markers is not included in this proposal.
4. This proposal does not include a subsurface utility investigation being performed by MFS.
5. Services not explicitly described above are not included within the scope of this proposal.
6. MFS staff will not enter upon adjacent private property with consent from the property owner.
7. MFS assumes that all fieldwork will be performed during normal business hours Monday to Friday. If fieldwork is required during non-normal business hours, additional fees may be charged.



FEE SCHEDULE

Please refer to the included summary of staffing.

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,
MFS Consulting Engineers & Surveyor, DPC

A handwritten signature in black ink, appearing to read 'Scott Dey', is positioned above the printed name.

Scott Dey, CST
Project Manager

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.

August 2, 2024

PROJECT: P.E. Phase Survey Services - NJDOT TAP 2023
Washington St. Corridor Improvement Project Phase 2

MFS # NJ24060.001R1

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	3	3	1	0	0	7
Project Manager	PV	10	11	5	0	0	26
Senior Technician	ET5	23	7	24			54
Technician	ET4	15	5	14			34
CAD Operator	ET3	0	0	10			10
Chief of Party	ET4	30	80	0			110
Instrument Person	ET3	30	20	0			50
Rodperson	ET3						0
Clerical Salaries	Clerical						0
TOTAL		111	126	54	0	0	291

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$88.63	\$620.41
\$70.42	\$1,830.92
\$64.75	\$3,496.50
\$42.14	\$1,432.76
\$19.23	\$192.30
\$47.26	\$5,198.60
\$35.25	\$1,762.50
\$27.93	\$0.00
\$40.52	\$0.00
\$14,533.99	

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$200 per day	\$0.00
Mileage	726 miles @ \$0.67/mile	\$486.42
Closings - Lane Closings	days @ \$3,250 per day	\$0.00
Closings - Shoulder Closings	days @ \$2,450 per day	\$0.00
Closings - Shadow Truck	days @ \$975 per day	\$0.00
Materials, Postage etc		\$0.00
Other		\$0.00
Direct Expense Total:		\$486.42

PAYROLL	\$14,533.99
164.01% OVERHEAD	\$23,837.20
18.00% FEE	\$2,616.12
DIRECT EXPENSES	\$486.42
TOTAL	\$41,473.73

TASKS

- 1). Activity 3015 - Prepare Control Survey Report
- 2). Activity 3020 - Conduct Topographic Survey
- 3). Activity 3025 - Prepare Base Maps
- 4).
- 5).

FIXED FEE CALCULATION

PROJECT:	Washington St. Corridor Improvements Project Phase 2 (PE)
CONSULTANT:	MFS
AGREEMENT OR CAM NO.	
PREPARED BY:	Scott Dey
DATE:	8/2/2024

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	\$ 14,534
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 2,616



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