

AGREEMENT SUMMARY
2023 TRANSPORTATION ALTERNATIVES SET-ASIDE DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT PHASE II

CONSULTANT: Greenman - Pedersen, Inc.

ADDRESS: 301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

OWNER: West Orange Township
25 Lakeside Avenue
West Orange, NJ 07052-55623

PROJECT TITLE: TAP – 2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange, Essex County

TOTAL BUDGET: \$382,214.78
Federal (FHWA Transportation Alternatives Program)
Preliminary Engineering: \$155,437.29
Final Design Engineering: \$201,347.57 Estimated
Construction Engineering Services: \$25,429.92 Estimated

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EXHIBITS:

EXHIBIT A	Preliminary Engineering Scope of Services and Cost Proposal, dated June 24, 2024 (Revised August 20, 2024)
EXHIBIT B	Final Design Engineering Scope of Services and Cost Proposal, dated June 24, 2024 (Revised August 20, 2024)
EXHIBIT C	Construction Engineering Services Scope of Services and Cost Proposal, dated June 24, 2024 (August 20, 2024)
EXHIBIT D	Non-Discrimination
EXHIBIT E	Certification of Subrecipient
EXHIBIT F	Certification of New Jersey Department of Transportation
EXHIBIT G	NJDOT Code of Ethics for Vendors
EXHIBIT H	Certification of Subrecipient Eligibility
EXHIBIT I	Americans with Disabilities Act

AGREEMENT
2023 TRANSPORTATION ALTERNATIVES SET-ASIDE DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT PHASE II

This AGREEMENT, entered into on _____, 2025, by the West Orange Township, a municipal corporation of the State of New Jersey, hereinafter called "WEST ORANGE" and Greenman-Pedersen, Inc., hereinafter called "GPI."

WHEREAS, WEST ORANGE has received a grant commitment from the New Jersey Department of Transportation (NJDOT) under the 2023 Transportation Alternatives Set-Aside Grant Program for construction funding for the Washington Street Corridor Improvement Project Phase II Project (PROJECT), and

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

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

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

ARTICLE 1. STATEMENT OF WORK

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

ARTICLE 2. PLANS AND SPECIFICATIONS

- (A) GPI shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, GPI shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

ARTICLE 3. KEY PERSONNEL

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

ARTICLE 4. PERFORMANCE SCHEDULE

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

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

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- (A) The cost of Preliminary Engineering services to be provided under this AGREEMENT shall not exceed \$155,437.29.

A budget agreed to by the parties is attached as **parts of Exhibits A, B and C**, and made

part of this AGREEMENT for all purposes and shall not be exceeded unless by written amendment to this AGREEMENT. **(Provisions for amendment may only be made after receiving approval from WEST ORANGE).**

At the time execution of this AGREEMENT, Final Design Engineering Services are estimated at \$201,347.57 and Construction Engineering Services are estimated at \$25,429.92. A refined Final Design Engineering estimate will be established at the completion of Preliminary Engineering and a refined Construction Engineering Services estimate will be established at the completion of Final Design. If and when required, this contract may be amended to provide for Final Design and Construction Engineering Services.

For the purpose of determining the amount payable to GPI, the following costs are applicable for Preliminary Engineering:

(1) Direct Labor Costs:	\$39,510.18
(2) Indirect Costs (163.41% Overhead):	\$64,563.59
(3) Profit/Fixed Fee (22.5% of Labor):	\$8,889.79
(4) Non-Salary Direct Expenses	\$1,000.00
(5) Subconsultant Costs	\$41,473.73

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

- (A) GPI may transfer funds within approved budget categories in accordance with 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as in effect on the date of this AGREEMENT and in accordance with the provisions of the NJDOT/ WEST ORANGE grant agreement for this PROJECT.
- (B) To be eligible for reimbursement, costs must be in accordance with the following applicable federal requirements: 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and Federal Acquisition Regulation Subpart 31.2, Conflict with Commercial Organizations, as appropriate. Costs shall be further governed by policies and procedures of the NJDOT/ WEST ORANGE grant agreement for this PROJECT.
- (C) GPI shall submit detailed invoices monthly in format acceptable to WEST ORANGE. Each invoice shall be accompanied by the appropriate affidavit of wages paid and documentation of expenditures for each phase of work, including time and effort reports documenting the project's progress and status. GPI shall submit invoices with receipts and other supporting documentation for all individual non-salary cost items. GPI shall provide a complete set of time sheets, records and accounts to identify salaries, payroll burden, and non-salary direct expenses incurred by personnel directly supporting the Work Program to accompany each invoice. These expenditures shall be documented in compliance with applicable Federal and STATE guidelines and be made available for review. If such documentation is found, during annual audits and/or reviews by the

Federal Government and/or STATE to be not in compliance with applicable Federal and State guidelines, GPI shall take an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to WEST ORANGE for remittance to the NJDOT. A final invoice received beyond the thirty (30) days following the end date of this AGREEMENT is subject to refusal at the sole direction of WEST ORANGE.

- (D) WEST ORANGE will not reimburse GPI for equipment purchases, in accordance with state policy and practices.

ARTICLE 6. EXAMINATION OF RECORDS

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

ARTICLE 7. PLANS THE PROPERTY OF WEST ORANGE

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

ARTICLE 8. REPORTS

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

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

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

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

ARTICLE 9. TERMINATION

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

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

ARTICLE 10. PUBLICITY

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

ARTICLE 11. DEBARMENT AND SUSPENSION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. ASSIGNMENT

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

ARTICLE 14. INDEMNIFICATION/INSURANCE

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

ARTICLE 15. SPECIAL PROVISIONS

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

Discrimination in Federally assisted projects of the Department of Transportation (49 CFR Part 26), are made part of the AGREEMENT, labeled (**Exhibit D**).

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

ARTICLE 16. SUBCONTRACTORS

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

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

ARTICLE 17. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

ARTICLE 18. SITUS

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

ARTICLE 19. NOTIFICATIONS

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

If to WEST ORANGE:

Zayibeth Carballo, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052-55623

If to GPI:

Andrew Cangiano
Project Manager
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

ARTICLE 20. CONFIDENTIALITY/PUBLICATION

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

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

ARTICLE 21. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

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

ARTICLE 22. EQUAL OPPORTUNITY

- (A) The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (.PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- (B) During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor or subcontractor, where applicable, will not discriminate against

any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

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

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

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

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

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

contracting public agency of any prior violation of this section of the contract.

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

ARTICLE 23. NONDISCRIMINATION

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

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

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISES

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

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

ARTICLE 25. GENERAL PROVISIONS

- (A) The failure by either party to enforce any provision of this AGREEMENT or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.
- (B) This AGREEMENT constitutes the entire understanding between the parties regarding this matter and merges any and all prior discussions, representations, promises, and warranties within its scope. There are no representations, warranties or promises not expressly set forth in this AGREEMENT.
- (C) Except as expressly set forth herein, this AGREEMENT may not be modified, renewed, or extended, except in writing, signed by both parties.
- (D) GPI shall not communicate directly with the NJDOT regarding the performance of this AGREEMENT without the prior consent of WEST ORANGE.
- (E) Any provision of this AGREEMENT that by its nature is intended to survive termination and/or expiration of this AGREEMENT, including but not limited to Articles 4, 5, 6, 9, 11, 13, 16 and 19, shall survive termination and/or expiration of this AGREEMENT.
- (F) GPI shall be deemed to be an independent contractor and, as such, neither GPI nor its employees shall be entitled to any benefits applicable to employees of WEST ORANGE.
- (G) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement, commitment or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- (H) GPI acknowledges that technology, software, services, and commodities provided by WEST ORANGE may be subject to laws or regulations restricting their export, re-export, transfer or release to certain entities or destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control). With respect to any export, re-export, transfer, or release otherwise permitted under this Agreement, GPI shall comply with all applicable U.S. government requirements, including the U.S. Export Administration Regulations.

AGREEMENT
2023 TRANSPORTATION ALTERNATIVES SET-ASIDE DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT PHASE II

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

ATTEST/SEAL

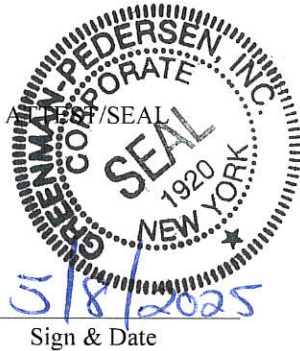
WEST ORANGE TOWNSHIP

Sign & Date

By: _____
Sign & Date

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Mayor



Sign & Date

Cynthia R. Okamoto
Cynthia R. Okamoto
Contracts Manager

GREENMAN-PEDERSEN, INC.

By: 5/8/2025
Sign & Date

Brian W. Mausert
Brian W. Mausert, PE
Executive VP/Branch Manager





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.

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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.

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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.

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

- 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
Project Management: Scheduling and Coordination	-	16	2	27	0	0	0	0	0	0	45	\$4,182.48
Prepare Survey Control Report	3015	0	0	4	0	0	0	0	0	0	4	\$327.84
Conduct Topographic Survey	3020	2	0	0	2	0	2	0	0	0	6	\$436.18
Prepare Base Maps	3025	0	0	0	2	0	6	0	0	0	8	\$370.00
Prepare Horizontal and Vertical Geometry	3030	2	8	8	16	0	20	0	0	0	54	\$3,524.98
Prepare Utility Base Plans	3035	0	0	0	0	10	4	0	0	0	14	\$646.12
Send Utility Verification Request Letter	3045	0	0	3	0	0	0	0	4	4	7	\$431.92
Update Base Plans and Identify Conflicts	3055	0	4	8	0	0	16	0	0	0	28	\$1,667.28
Prepare Preliminary Roadway Plans	3070	2	6	16	20	28	40	8	8	8	128	\$7,401.74
Prepare Preliminary Drainage Design	3085	2	6	12	16	20	16	0	0	0	72	\$4,483.54
Determine Traffic Engineering Facility Locations	3090	2	2	8	0	0	16	0	0	0	28	\$1,694.82
Initiate ROW Impact Plan	3115	2	2	8	0	18	20	0	0	0	50	\$2,733.26
Update Preliminary Detour / Construction Staging Plans	3130	2	0	4	6	6	16	0	0	0	34	\$1,876.12
Prepare Construction Cost Estimate	3135	0	0	4	0	8	0	0	0	0	12	\$720.16
Prepare Draft PE Report	3160	2	6	8	8	8	0	0	0	0	32	\$2,398.66
Township & NJDOT Reviews Draft PE Report	3205	2	0	2	0	4	0	0	0	0	8	\$581.98
Hold Public Information Center	3865	8	0	8	0	16	0	0	4	4	36	\$2,513.96
Prepare Categorical Exclusion Document	3870	2	4	6	0	0	8	0	0	0	20	\$1,413.82
Delineate Wetlands	4360	0	0	4	2	24	0	6	0	0	36	\$2,105.32
		44	40	130	72	142	164	14	16	16	622	
Total Hours												
Total \$		\$4,881.80	\$3,887.20	\$10,654.80	\$4,911.12	\$6,963.68	\$6,384.52	\$1,082.90	\$744.16	\$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) (see attached MFS proposal)

	\$41,473.73
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



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

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.



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)

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



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).



June 24, 2024 (Revised 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 Final Design

Dear Ms. Carballo

Thank you for the opportunity to provide professional engineering design services for the Final Design (FD) 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 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 Final Design.

The Township is working to increase 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 a 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 proposed improvements will 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. These improvements are being made to promote walking and better accommodate pedestrian transit as an alternate travel mode. 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 to be completed under the Essex County Local Safety Project.

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

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.

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

FD 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
4050	Develop Alternatives of Accommodation
4085	Conduct Supplemental Subsurface Utility Engineering
4090	Incorporate Utility Design in Contract Documents
4100	Prepare Jurisdictional Limits Maps and Agreements
4210	Complete Horizontal / Vertical Geometry
4215	Conduct Supplemental Surveys
4220	Prepare Final Roadway Plans
4230	Complete Lighting Design
4240	Complete Traffic Signal, Signing and Striping Plans
4260	Develop Landscape Architectural Design
4270	Complete Drainage Design
4275	Develop Construction Cost Estimate
4280	Develop Specifications
4285	Develop Construction Schedule
4290	Prepare Final Design Submission Package
4385	Prepare Permit Application
4410	Prepare Soil Erosion and Sediment Control Plans

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

Activity No.	Activity Description
4430	Review Soil Erosion and Sediment Control Plans
4585	Complete Environmental Plans
4605	Prepare ROW Plans & Documents
4610	Review ROW Plans & Documents
4625	Prepare Final ROW Submission
4630	Process Final ROW Submission
4795	Execute Final Design Public Involvement Action Plan
4810	Review Final Design Submission
4830	Resolve Final Design Submission Comments
4840	Submit PS&E Package

Develop Alternatives of Accommodation (4050): GPI will develop an Alternatives of Accommodation Plan and confirm the proposed utility accommodation with each affected utility company. Primary Tasks include:

- Assess Impacts - Develop plans and descriptions as needed for utility companies to assess impacts. Discuss utility work and support required for construction.
- Develop Scheme of Accommodation Plans showing proposed relocation / removal schemes for utility company review.
- Utility Field Meeting - Schedule, participate and document results of meeting with utility owners.
- Provide meeting follow-up with utilities by telephone and e-mail, and documentation of follow-up in utility correspondence log.
- Update Scheme of Accommodation Plans to reflect comments provided during the meetings to obtain utility approval.

Assumptions:

- The only other utility impacts are assumed to be limited to resetting of valves and that the proposed design will be conducted to avoid utility relocations.
- No underground utilities are anticipated to be relocated.
- Assume no more than one (1) utility meeting will need to be conducted.

Conduct Supplemental Subsurface Utility Engineering (4085): MFS, subconsultant to GPI, will conduct subsurface utility engineering (SUE) investigations to determine the location of underground utilities that are potentially in direct conflict with the proposed improvements. GPI will coordinate these efforts with our subconsultant to provide accurate, reliable locations of subsurface utilities to evaluate possible alternatives of accommodation. GPI will prepare a test hole plan and provide for the Quality Assurance of the test hole results provided by subconsultant. It is assumed that no more than five (5) test holes will be required. Maintenance and Protection (MPT) and necessary permits to conduct the test holes will be acquired by GPI's subconsultant.

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

Incorporate Utility Design in Contract Documents (4090): Based on the completion of the Scheme of Accommodation Plans, GPI will show final accommodations on the construction plans and in the Special Provisions.

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

Prepare Jurisdictional Limits Maps and Agreements (4100): The project is located within Washington Street right-of-way, which is under the jurisdiction of Essex County. GPI will prepare a jurisdictional map depicting Township and County maintenance responsibilities within the limits of the project after the completion of the construction. It is assumed the Township and County will develop their own form of jurisdictional agreement.

Complete Horizontal / Vertical Geometry (4210): GPI will provide for the final development of horizontal and vertical geometry for all new construction. The proposed work includes defining all dimensions as will be constructed and providing station and offset from the project baseline to facilitate construction. Work includes the confirmation and finalization of baseline ties and final grading to be compliant with NJDOT and ADA Standards. GPI will develop final typical sections to detail sidewalk construction and driveway reconstruction. Per existing field conditions, sidewalk will typically be a minimum four-foot in width with a utility/planter strip adjacent to the curb to provide for streetscape elements. The utility strip will be consistent in width as much as possible, but isolated deviations may be required to avoid relocating utility poles or other objects.

Conduct Supplemental Surveys (4215): During FD the existing topography will be assessed for any changes or additional needs and a supplemental survey will be performed to make the base mapping and topographic features current. It is assumed that the supplemental survey will be conducted using the control established in the PE phase and that the project limits will not be extended. The base mapping and topographic models will be updated to reflect current field conditions.

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

Prepare Final Roadway Plans (4220): GPI will update the plans prepared in Preliminary Engineering in the development of the final roadway plans showing construction ready details and providing necessary adjustments to reflect existing site conditions. This activity includes the development of the following sheets:

- Key Sheet
- EDOQ
- Typical Section
- Plan Sheet Index
- Construction Plans (1"=20')
- Environmental & SESC Plans and Notes (1"=20')
- Tie Sheet
- Traffic Signing and Striping Plans
- Traffic Control and Staging Plans
- Electrical Highway Lighting Details
- Landscaping Plans and Details
- Construction Details (including curb ramps)

It is assumed that each curb ramp will be detailed on the Construction Detail plan sheets, approximately four (4) per plan sheet.

It is anticipated that the construction staging can be accomplished using standard MUTCD and/or NJDOT set ups. It is also anticipated that, as necessary, traffic can be maintained during non-peak periods during the day via alternating traffic through the use of flaggers or through detouring of one direction of travel around the work zone. At the end of the workday the roadway can be restored to typical two-way operation.

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

Complete Lighting Design (4230): GPI will update the plans prepared in Preliminary Engineering to develop the final electrical layout reflecting existing site conditions and coordinate with Township and PSE&G. One (1) Electrical Detail sheet is anticipated.

Complete Traffic Signal, Signing and Striping Plans (4240): GPI will update the plans prepared in Preliminary Engineering in the development of the final signing and striping plans showing construction ready details and providing necessary adjustments to reflect existing site conditions.

Develop Landscape Architectural Design (4260): GPI will perform a site analysis and develop landscape architectural plans and details of the placement of street trees, benches, bicycle racks, and trash and recycling containers for Township and County review.

Complete Drainage Design (4270): GPI will provide a final assessment of drainage and design for drainage system for structure modifications resulting from the proposed improvements. It is anticipated that drainage improvements will be limited to localized grading in the vicinity of new curb. The analysis and design of roadway drainage systems is not anticipated and is excluded from this scope of work. Drainage calculations and a final drainage report is also excluded from this scope of work.

Net impervious and land disturbance maps will be updated to confirm that the project is not a “major development” under the Stormwater Management (SWM) Rules. It is assumed that the project will not be categorized as a “major development” and that the NJDEP SWM regulations will not need to be accommodated. Thus, the design of Best Management Practices (BMP) and associated geotechnical investigations and testing is excluded from this scope of services.

GPI will confirm and document compliance with NJDEP Flood Hazard Area Control Act (FHACA) Permits-By-Rule for the final improvements within the flood hazard area.

Assumptions:

The following assumptions are related to Task 4270 and in addition to the general assumptions stated below.

- 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.
- The design of a new stormwater collection and conveyance system is not anticipated and therefore not included in this scope of services.
- Permitting and regulatory compliance assessments will be based on the current NJDEP SWM Rules, 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 made during this work effort.
- 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.
- The design and soils testing for Best Management Practices (BMPs) such as stormwater basins and/or mechanical treatment devices (MTDs), or Green Infrastructure, are not included in this scope of services.
- Project disturbance is not within a NJDEP Freshwater Wetlands regulated area, NJDEP Freshwater Wetlands permits are not required and are excluded from this proposal.
- Proposed improvements within the NJDEP Flood Hazard Area will comply with the conditions of FHACA Permits-By-Rule. A formal permit submission to NJDEP for a General Permit by Certification, General Permit or Individual Permit under the FHACA will not be required.

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Township of West Orange

Develop Construction Cost Estimate (4275): We will provide for quantity takeoffs of proposed construction items and develop a construction cost estimate. We will develop unit costs for construction items using NJDOT AASHTOWare Project Estimating software and provide modification as necessary to reflect current bids on similar work as might be provided. Unit costs will be further modified to reflect the size of the project.

Develop Specifications (4280): GPI will supplement the 2019 NJDOT Standard Specifications for Road and Bridge Construction with Special Provisions and input provided by the Township and NJDOT Local Aid. Township will also provide available information/documentation regarding the streetscape amenities installed at other Township locations. GPI will develop special provisions for the streetscape pay items.

Develop Construction Schedule (4285): GPI will develop the construction schedule in accordance with the NJDOT Construction Scheduling Manual providing typical scheduling logic and production rates. The construction schedule will incorporate seasonal and environmental restrictions. A construction schedule narrative report will not be required.

Prepare Final Design Submission (FDS) Package (4290): GPI will compile plans, estimate, specifications and schedule into a Final Design Submission (FDS) deliverable. It is expected that all documents will be submitted in PDF format as well as a number of hard copies to be determined by the Township and NJDOT Local Aid. In addition, GPI will assist the Township with the preparation of the permit, right-of-way, railroad, and utility certifications. GPI will also execute the Design Certification and provide it with the FDS package.

Prepare Permit Application (4385): GPI will prepare an engineer's report with documentation in support of a NJDEP Flood Hazard Area Permit by Rule 8 Construction at or Below Grade in a Fluvial Flood Hazard Area. Permit-by-Rule 8 authorizes construction at or below grade construction in a flood hazard area. The proposed project will not be a SWM Major Development and will be constructed at or below grade in compliance with the NJDEP FHA Permit-by-rule. Net fill calculations for the proposed improvements within the flood hazard area are not required and not being prepared.

Assumptions:

- Net fill quantities are assumed to be de minimis.
- The flood area limits for the watercourse will be established based on the published (FIRM) FEMA Map Number 34013C0111F, effective June 4, 2007.
- Hydrology and hydraulics for flood plain modeling is excluded.
- Riparian Zone mitigation is assumed to not be required. A mitigation plan is excluded from this scope.
- Permitting and regulatory compliance assessments will be based on the current NJDEP SWM, NJDEP Flood Hazard Area Control Act and NJDEP Freshwater Wetlands Protection Act Rules as published by NJDEP as of the date of this proposal. Subsequent rule changes during the course of this work effort, which change the scope of our work effort, are excluded.
- FHAIP Verification will not be required
- Assumed that metes and bounds or other survey maps for filing with the County as the project is within public ROW will not be required.

Prepare Soil Erosion & Sediment Control Plans (4410): GPI will develop soil erosion and sediment control (SESC) plans, details, and notes for the purposes of submitting to the Hudson-Essex-Passaic Soil Conservation District for SESC plan certification for the project. Application fees are to be provided by the Township. It is assumed that the project will result in less than 1 acre of land disturbance and that a NJPDES 5g3 construction stormwater

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

general permit will not be required. It is also assumed project to have minimal disturbed vegetated areas. For these areas topsoil will be placed in accordance with NJ SESC Standard for Topsoiling.

Review Soil Erosion & Sediment Control Plans (4430): GPI will provide responses to the Hudson-Essex-Passaic Soil Conservation District permit reviewer comments and provide for plan revisions as necessary to address comments.

Complete Environmental Plans (4585): Upon receiving approved SESC permit GPI will update and complete the environmental plans by transposing the Hudson-Essex-Passaic Soil Conservation District approved design onto the plans and will add the permit conditions, notes, and commitments which are applicable to the contractor's work.

Prepare ROW Plans & Documents (4605): It is anticipated that as many as twenty three (23) properties could be impacted by the construction or reconstruction of curb ramps, sidewalks, and driveway aprons. GPI will prepare project specific Right-of-Access agreements (ROA) for each impacted property. It is anticipated that Entire Tract Maps (ETM), General Property Parcel Maps (GPPM) and Access Cutouts (ACO) as typically prepared on NJDOT projects are not required for this Township led project due to the minor and temporary nature of any impacts. Inserts derived from Construction Plans will be provided with the ROA agreements. GPI will discuss the details of ROA agreements with the Township in order to provide the Township with a comprehensive understanding of the ROAs and the impacts to the proposed roadway improvements.

Review ROW Plans & Documents (4610): GPI will provide responses to the Township and NJDOT Local Aid review comments and provide ROA plan and document revisions as necessary to address comments.

Prepare Final ROW Submission (4625): GPI's team will update the ROA documents based on any Township and/or NJDOT Local Aid comments. We will submit the final updated ROA documents to the Township. It is assumed that all ROA agreements will be conducted by the Township.

Process Final ROW Submission (4630): The Township will process the ROA documents received from GPI and engage in discussions with property owners as required. GPI's team is available during the process to modify and submit up to three (3) revisions of documents based on negotiations with the property owner.

Execute Final Design Public Involvement Action Plan (4795): 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 Final 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 will review the PIC handout and mailing list. The presentation material may include: an aerial of the study area, final 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.

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.

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Township of West Orange

Review FDS (4810): GPI will prepare the job training and civil rights goal requests as necessary based on feedback provided by NJDOT Local Aid through the Township to comply with Federal regulations.

Resolve FDS Comments (4830): GPI will provide written responses to all FDS comments and ensure all comments are satisfied prior to updating plans and documents for the PS&E submission.

Submit PS&E Package (4840): GPI will update the plans and documents as indicated in the FDS comment resolution summary and compile final plans, specifications, estimate, schedule and supporting documents into the PS&E package. GPI will distribute the cover sheet and obtain required signatures as necessary prior to contract advertisement.

Assumptions:

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

- 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 and ADA ramps.
- Drainage design is limited to resolving issues at curb ramps, curb extensions and cross walks. Analysis of existing drainage systems and the correction of existing drainage issues is excluded from this scope.
- Final design CADD drawings and design will be produced in AutoCAD/C3D format.
- A Cultural Resource Study Phase IA is not included in this scope of services. Any coordination with the NJDEP SHPO to secure approvals requiring a Cultural Resource Study Phase IA will be conducted by NJDOT and SHPO.
- Threatened and endangered species survey will be conducted by NJDOT BEPR. NJDOT BEPR will handle the required threatened and endangered species coordination and documentation.
- 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.
- Environmental mitigation is not anticipated and therefore not included in this scope of services.
- Hydrology and hydraulics for flood plain modeling is excluded. FHAIP Verification will not be required.
- Changes to NJDEP Flood Hazard Area Control Act and NJDEP Freshwater Wetlands Protection Act Rules could affect the project scope and work effort.

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
FINAL DESIGN 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	Tech	Assistant Tech	Total Hours	Total
Project Management: Scheduling and Coordination	-	\$112.57	\$98.60	\$83.15	\$69.20	\$49.75	\$39.50	\$78.48	\$47.19	\$43.20	40	\$3,796.72
Develop Alternatives of Accommodation	4050	0	0	8	0	20	0	0	0	0	28	\$1,660.20
Conduct Supplemental Subsurface Utility Engineering	4085	0	0	2	4	4	0	0	0	0	10	\$642.10
Incorporate Utility Design in Contract Documents	4090	0	0	2	0	0	4	2	0	0	8	\$481.26
Prepare Jurisdictional Limits Maps and Agreements	4100	0	0	8	0	0	12	0	0	0	20	\$1,139.20
Complete Horizontal / Vertical Geometry	4210	4	0	4	12	0	16	0	0	0	36	\$2,245.28
Conduct Supplemental Surveys	4215	1	0	4	0	0	0	0	0	0	5	\$445.17
Prepare Final Roadway Plans	4220	6	8	16	28	36	36	0	0	0	130	\$7,945.22
Complete Lighting Design	4230	0	4	2	20	0	2	0	0	0	28	\$2,023.70
Complete Traffic Signal, Signing and Striping Plans	4240	0	2	6	16	0	24	0	0	0	48	\$2,751.30
Develop Landscape Architectural Design	4260	4	4	4	0	16	16	24	0	0	68	\$4,488.80
Complete Drainage Design	4270	0	8	0	8	16	16	0	0	0	48	\$2,770.40
Develop Construction Cost Estimate	4275	0	0	4	0	4	12	0	0	0	20	\$1,005.60
Develop Specifications	4280	4	8	16	12	0	0	0	0	0	40	\$3,399.88
Develop Construction Schedule	4285	2	4	8	10	0	0	0	0	0	24	\$1,976.74
Prepare FDS Package	4290	2	6	16	0	0	16	0	0	0	40	\$2,779.14
Prepare Soil Erosion & Sediment Control Plans	4410	0	4	0	0	20	24	0	0	0	48	\$2,337.40
Review Soil Erosion & Sediment Control Plans	4430	2	0	0	4	6	0	0	0	0	12	\$800.44
Complete Environmental Plans	4585	0	0	0	4	12	0	0	0	0	16	\$873.80
Prepare ROW Plans and Documents	4605	2	0	8	0	16	22	0	0	0	48	\$2,555.34
Review ROW Plans and Documents	4610	0	0	2	0	16	6	0	0	0	24	\$1,199.30
Prepare Final ROW Submission	4625	4	0	12	0	16	16	0	0	0	48	\$2,876.08
Process Final ROW Submission	4630	2	0	6	0	16	0	0	0	0	24	\$1,520.04
Hold ROW Acquisition Kickoff Meeting	4635	2	0	2	0	4	4	0	0	0	12	\$748.44
Execute Final Design Public Involvement Action Plan	4795	8	0	12	0	16	0	0	0	4	40	\$2,867.16
Review FDS	4810	2	0	2	0	4	0	0	0	0	8	\$590.44
Resolve FDS Comments	4830	2	0	14	0	8	0	0	0	0	24	\$1,787.24
Submit PS&E Package	4840	2	6	8	8	8	8	0	0	0	40	\$2,749.54
Total Hours		65	54	190	126	238	234	26	0	4	937	
Total \$		\$7,317.05	\$5,324.40	\$15,798.50	\$8,719.20	\$11,840.50	\$9,243.00	\$2,040.48	\$0.00	\$172.80		\$60,455.93

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. Final Design anticipated to be performed in 2025.
3. Hourly rates are as of 07/01/2024.
4. Engineering Fee based on current hourly rates escalated 3% per year.
5. Mileage: 1,120 miles x \$0.67 = \$750.40, say \$750.00

Subconsultants: MFS (see attached MFS proposal)

Labor	\$60,455.93
x 1.6341 Overhead	\$98,791.04
Fixed Fee (22.5% Labor)	\$13,602.58
Mileage	\$750.00
Printing / Postage / Misc.	\$2,500.00
GPI Total	\$176,099.55

Grand Total	\$201,347.57
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Township of West Orange
NJDOT Transportation Alternatives Program (TAP) Design Assistance Program
TAP - 2023 - Washington Street Corridor Improvement Project Phase 2
FINAL DESIGN FEE SUMMARY - ESCALATION
June 24, 2024 (Revised August 20, 2024)

Title	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Assistant Tech
July 2024 Maximum Hourly Rate	\$124.00	\$108.50	\$104.00	\$103.00	\$75.00	\$44.00	\$101.00	\$56.00	\$51.00
July 2024 Average Hourly Rate:	\$107.72	\$94.35	\$79.57	\$66.22	\$47.61	\$37.80	\$75.10	\$45.16	\$41.34
Final Design Escalation Rate	1.045	1.045	1.045	1.045	1.045	1.045	1.045	1.045	1.045
Final Design Maximum Hourly Rate :	\$129.58	\$113.38	\$108.68	\$107.64	\$78.38	\$45.98	\$105.55	\$58.52	\$53.30
Final Design Hourly Rate :	\$112.57	\$98.60	\$83.15	\$69.20	\$49.75	\$39.50	\$78.48	\$47.19	\$43.20

Escalation 3% per year, 1.5 years to FD Midpoint = 4.5%
Hourly rates are based upon GPI's certified payroll as of July 2024



2 August 2024

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

Proposal for Final Design (F.D.) 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. NJ24060.002R1)

Dear Lenin,

MFS Consulting Engineers & Surveyor, DPC (MFS) is pleased to submit this proposal to provide professional land surveying services to support the Final Design (FD) 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 FD Activities.

1. Activity 4215 – Conduct Supplemental Surveys
2. Activity 4085 – Conduct Supplemental Subsurface Utility Engineering

ACTIVITY 4215 – CONDUCT SUPPLEMENTAL SURVEYS

MFS shall utilize GNSS RTN and/or conventional survey methods to perform supplemental surveying at the direction of GPI, these surveys may include obtaining supplemental topographic and utility information. The information will be added to the project base mapping or be provided in a reference drawing file in Bentley MicroStation Version V8.

ACTIVITY 4085 – CONDUCT SUPPLEMENTAL SUBSURFACE UTILITY ENGINEERING

MFS shall perform supplemental subsurface utility investigations as directed by GPI. These services may include performing Quality Level B subsurface investigations for the installation of test holes and/or the demarcating of utilities at requested locations to aid in the design for the project. Upon completing the demarcation of the subsurface utilities and/or the installation of test holes, MFS shall perform an “As Built” survey of the demarcated subsurface utilities and possible test holes within the investigation limits.

The surveyed data will be provided in a reference drawing file.

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

Investigative Technology

Ground Penetrating Radar (GPR): MFS deploys the latest Sensors & Software Smart Cart and Utility Scan DF GPR systems. Smart Cart has two antenna configurations for shallow and deep penetration; 400 MHz and 270 MHz respectively. The Utility Scan DF has dual-frequency antennas 300 and 800 MHz. Each has an integrated onboard computer providing real time utility location information (including depth). Data can be stored in digital files for paper print-outs if needed. GPR is a proven technology for identifying non-metallic and metallic pipes, objects and features. GPR can also be used for detecting voids, tanks and rebar.

Electro-Magnetic Pipe, Cable & Box Locators (EM): MFS deploys Metrotech VLoc2 Pro, RD8000, Metrotech 810, 9800 and 9890 pipe and cable locating instruments. This equipment relies on sending a radio signal into the ground or directly onto the buried asset itself to locate the whereabouts of metallic based pipes and cables. Once the utility is identified by a tone on the receiver, its path can be followed using conventional location techniques. The depth of the buried asset can be determined by a depth readout feature on the instrument or by using a triangulation technique. MFS deploys a full range of locator variants enabling the operation on low, medium and high frequencies for full coverage.

SUE Comments

- Please note that while we utilize “state of the art” electronic equipment specifically designed for the purpose of locating underground utilities, certain factors can influence the functionality and/or accuracy of the equipment, and contractors should proceed with caution if excavations are to be made. MFS is not responsible for any damage subsequently caused to personnel, structures or utilities.
- MFS assumes that GPI will provide any and all reference drawings showing any underground utilities, to be utilized as a reference for the investigation.
- Proximity of utility lines when tracing in congested areas may cause signals to jump from utility to utility which can result in incorrect and/or undeterminable lines in areas of markout.
- Typical ratio to view pipes with GPR is 1” pipe to 1’ of depth to a maximum depth of 8-10 feet.
- Soil types and water content can greatly affect signal penetration at times eliminating the ability to obtain results.
- Roadway materials (i.e. stone/Belgian Block) may prohibit the use of GPR.
- Concrete pavement with reinforcement could interfere with our electronic equipment limiting results.
- Fill material and/or capping membrane can affect GPR signals.
- Confined Space Entry not included in this proposal.
- Fiber optic wire (without tracer wire), transite pipe and plastic pipe will not be located due to pipe material cannot be located by our electronic equipment.
- PVC piping without ground wire can be near impossible to trace.
- A sub-surface investigation report is not included in this proposal.
- Vegetation &/or debris will prohibit the use of GPR due to the inability to obtain consistent readings. Vegetation must be cleared.
- MFS has included 3 field days to perform SUE and 2 field days for survey for Activity 4085.



Proposal for Final Design (F.D.) 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. NJ24060.002R1)

DELIVERY ITEMS

- Updated drawing or reference files in Bentley MicroStation V8
- ASCII point files as needed.

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. The stakeout of possible test holes was not included in Activity 4085.
4. MFS assumes that GPI will provide any and all reference drawings showing any underground utilities, to be utilized as a reference for the investigation.
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



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: F.D. Phase Survey Services - NJDOT TAP 2023 MFS # NJ24060.002R1
Washington St. Corridor Improvement Project Phase 2

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	2	2	0	0	0	4
Project Manager	PV	9	7	0	0	0	16
Senior Technician	ET5	15	11	0			26
Technician	ET4	9	6	0			15
CAD Operator	ET3	6	4	0			10
Chief of Party	ET4	30	50	0			80
Instrument Person	ET3	30	0	0			30
Rodperson	ET3						0
Clerical Salaries	Clerical						0
TOTAL		101	80	0	0	0	181

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$88.63	\$354.52
\$70.42	\$1,126.72
\$64.75	\$1,683.50
\$42.14	\$632.10
\$19.23	\$192.30
\$47.26	\$3,780.80
\$35.25	\$1,057.50
\$27.93	\$0.00
\$40.52	\$0.00
	\$8,827.44

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$200 per day	\$0.00
Mileage	528 miles @ \$0.67/mile	\$353.76
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:		\$353.76

	PAYROLL	\$8,827.44
164.01%	OVERHEAD	\$14,477.88
18.00%	FEE	\$1,588.94
	DIRECT EXPENSES	\$353.76
TOTAL		\$25,248.02

TASKS

- 1). Activity 4215 - Conduct Supplemental Surveys
- 2). Activity 4085 - Conduct Supplemental Subsurface Utility Engineering
- 3).
- 4).
- 5).



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 Construction Engineering

Dear Ms. Carballo:

Thank you for the opportunity to provide professional engineering design services for the Construction Engineering (CE) 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 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 Final Design.

The Township is working to increase 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 a 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 proposed improvements will 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. These improvements are being made to promote walking and better accommodate pedestrian transit as an alternate travel mode. 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 to be completed under the Essex County Local Safety Project (Traffic Signal and Roadway Improvements – 12 Intersections, Various Municipalities).

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:

Greenman-Pedersen, Inc.

520 US Highway 22, Suite 200

Bridgewater, NJ 08807

p 908-236-9001

Additional Offices located at: 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950

1040 Broad Street, Suite 303, Shrewsbury, NJ 07702

458 Woodbine-Ocean View Road, Suite B, Ocean View, NJ 08230

An Equal Opportunity Employer

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

Project Management: Budget and Coordination – Construction is expected to last no longer than 6 months from the notice to proceed. During this time, 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.

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
5010	Prepare Advertising Package
5030	Prepare Bids
5080	Hold Pre-Construction Meeting
5100	Construction
5170	Final Acceptance

Prepare Advertising Package (5010): The Township will prepare the advertising package using materials provided during the PS&E Submission. GPI will provide materials for use in advertising as requested by the Township. However, since all materials should have been provided during the final design phase, it is anticipated that minimal work will be necessary for advertisement.

Prepare Bids (5030): At the request of the Township, GPI will assist in the preparation of responses to contractor questions. GPI assumes that we will respond to no more than five (5) technical questions, where we will provide the responses in bid addenda format. If required, GPI will prepare a plan addendum (assume 2) to facilitate the contractor procurement process. GPI will provide the plans to the Township for distribution. GPI does not anticipate the need to participate in a pre-bid meeting.

In accordance with NJDOT and FHWA procedures, GPI will conduct a bid review and prepare a bid analysis document. GPI will perform a quantity recheck of “high bid” and “unbalanced bid” pay items. The request for the recheck will be initiated by the Township after bidding and before contract award. We anticipate that no more than five (5) high bid and unbalanced bid items will need to be “rechecked”.

Hold Pre-Construction Meeting (5080): GPI will participate in one pre-construction meeting held between the Township, County, NJDOT, Contractor and other project stakeholders. The meeting’s agenda, reference materials and meeting minutes will be provided by the Township or others.

Construction (5100): GPI will review shop drawings and catalog cuts prepared by the Contractor for this project. These drawings will be reviewed for conformance to the requirements of the contract documents (plans and specifications). The drawings will be processed and reviewed in accordance with the requirements of Section

TA-2023 Washington Street Corridor Improvement Project Phase 2
Township of West Orange

105.05 of the NJDOT Standard Specifications for Roadway and Bridge Construction, 2019. We assume the Resident Engineer (RE) or Township will be responsible for the review and approval of catalog cuts as required under standard specifications and contract provisions. GPI assumes that up to five (5) shop drawing reviews will be necessary.

GPI will respond to the Contractor's or Township's Requests for Information (RFI). We will document the RFI and provide a timely response (usually two (2) weeks or less unless otherwise agreed or specified) via e-mail, fax and/or letters as needed and provide a copy to all interested parties. GPI will visit the site as necessary to develop the proper response. For estimating purposes, we assume a total of eight (8) RFI inquiries.

For purposes of this proposal, we have assumed there will be a need to prepare one (1) Plan Change for this project. We have included hours to conduct this work and will only charge these hours if the Change of Plan is needed and approved by the Township. This work will also include the development of Change of Plan construction cost estimate.

It is assumed that GPI will attend up to one (1) field meeting to address general design and/or utility issues encountered in the field during construction.

Final Acceptance (5170): The number of plan drawings that will require modifications to incorporate as-built mark-ups is not known at this time. For estimating purposes, we will assume as-built modifications will be indicated on no more than ten (10) of the total plan sheets provided in the construction plan set. We assume the level of effort will be routine and conducted within the current project scope and will not fall outside, or include an extension, of the existing project scope or limits.

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 services to the Township.

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
CONSTRUCTION ENGINEERING FEE SUMMARY
June 24, 2024 (August 20, 2024)

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Assistant Tech	Total Hours	Total
July 2024 Maximum Hourly Rate												
July 2024 Average Hourly Rate:		\$131.44	\$115.01	\$110.24	\$109.18	\$79.50	\$46.64	\$107.06	\$59.36	\$54.06		
Project Management: Budget and Coordination	-	\$114.18	\$100.01	\$84.34	\$70.19	\$50.47	\$40.07	\$79.61	\$47.87	\$43.82		
Prepare Advertising Package	5010	2	0	12	0	0	0	0	0	0	14	\$1,240.44
Prepare Bids	5030	1	0	4	0	0	0	0	0	0	5	\$451.54
Hold Pre-Construction Meeting	5080	6	0	8	0	0	0	0	0	0	21	\$1,394.54
Construction	5100	2	0	16	0	0	0	0	0	0	14	\$1,359.80
Final Acceptance	5170	1	0	8	0	0	0	4	0	0	34	\$2,501.88
		13	0	56	0	16	0	4	0	0	25	\$1,596.42
Total Hours												
Total \$		\$1,484.34	\$0.00	\$4,723.04	\$0.00	\$2,018.80	\$0.00	\$318.44	\$0.00	\$0.00		\$8,544.62

- 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. Construction Engineering anticipated to be performed in 2026.
 - 3. Hourly rates are as of 07/01/2024.
 - 4. Engineering Fee based on current hourly rates escalated 3%

Labor		\$8,544.62
x 1.6341 Overhead		\$13,962.76
Fixed Fee (22.5% Labor)		\$1,922.54
Mileage		\$500.00
Printing / Postage / Misc.		\$500.00
GPI Total		\$25,429.92

Subconsultants:	MFS	\$0.00
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Grand Total		\$25,429.92
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Township of West Orange
NJDOT Transportation Alternatives Program (TAP) Design Assistance Program
TAP - 2023 - Washington Street Corridor Improvement Project Phase 2
CONSTRUCTION ENGINEERING FEE SUMMARY - ESCALATION
June 24, 2024 (Revised August 20, 2024)

Title	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Assistant Tech
July 2024 Maximum Hourly Rate	\$124.00	\$108.50	\$104.00	\$103.00	\$75.00	\$44.00	\$101.00	\$56.00	\$51.00
July 2024 Average Hourly Rate:	\$107.72	\$94.35	\$79.57	\$66.22	\$47.61	\$37.80	\$75.10	\$45.16	\$41.34
Construction Engineering Services Escalation Rate	1.0600	1.0600	1.0600	1.0600	1.0600	1.0600	1.0600	1.0600	1.0600
Construction Engineering Services Maximum Hourly Rate :	\$131.44	\$113.01	\$110.24	\$109.18	\$79.50	\$46.64	\$107.06	\$59.36	\$54.06
Construction Engineering Services Average Hourly Rate :	\$114.18	\$100.01	\$84.34	\$70.19	\$50.47	\$40.07	\$79.61	\$47.87	\$43.82

Escalation at 3% per year, 2 years to construction midpoint = 6.0% escalation
Hourly rates are based upon GPI's certified payroll as of July 2024

**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. Compliance with Regulations: The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23 C.F.R. § 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
6. (a) Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or
7. (b) Cancellation, termination, or suspension of the contract, in whole or in part.



8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

**APPENDIX D****NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I _____ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT

Name/Title

Name/Title

Date: _____

**APPENDIX F****AMERICANS WITH DISABILITIES ACT**

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL: agraziosi@crpgrp.com ADDRESS: agraziosi@crpgrp.com
INSURED Greenman-Pedersen, Inc. 2 Corporate Drive, Suite 633 (New Jersey) Shelton CT 06484	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company INSURER B : Everest National Insurance Company INSURER C : North Pointe Insurance Company INSURER D : QBE Insurance Corporation INSURER E : Allied World Assurance Company (U.S.) Inc. INSURER F : Praetorian Insurance Company
	NAIC # 37885 10120 27740 39217 19489 37257

COVERAGES

CERTIFICATE NUMBER: 724096268

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	175000033	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	165000040	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	XC5CU00324241	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
F	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	155000038	12/31/2024	12/31/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A E	Property Professional Liability		UM00082200MA24A 03141016	12/31/2024 12/31/2024	12/31/2025 12/31/2025	Valuable Papers \$150,000 Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WY FOREGOING PER POLICY FORM

RE: NJX-2400048.00 TAP 2023 Washington Street Corridor Improvement
Project Phase 2

West Orange Township, its officers, and employees and the State of New Jersey, Department of Transportation are included as additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

West Orange Township
25 Lakeside Avenue
West Orange, NJ 07052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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