



## State of New Jersey

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

PHILIP D. MURPHY  
*Governor*

FRANCIS K. O'CONNOR  
*Commissioner*

TAHESHA L. WAY  
*Lt. Governor*

July 23, 2025

Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS  
Director, Municipal Engineer Department of Engineering  
Township of West Orange  
25 Lakeside Avenue  
West Orange, NJ 07052

Re: **PE AUTHORIZATION LETTER**  
Washington Street Corridor Improvement Project Phase II  
West Orange Township, Essex County  
Federal Project No.: 0671301  
State Job No.: 6122316

Dear Mr. Carballo:

Enclosed is an original copy of the executed Federal Aid Agreement No. 2025-DT-DLA-511 approved on July 17, 2025, for the above captioned Federal Aid project.

If you have any questions, please contact Mahmood Khandakar on (609) 963-1998.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deven M. Patel", written over a horizontal line.

Deven M. Patel  
Project Management Specialist 3  
Division of Local Aid and Economic Development

Enclosure

October 2024

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**FEDERAL AID AGREEMENT**

Agreement No.: 2025-DT-DLA-511Contract ID: 25 70066Local Public Agency (LPA)/Subrecipient: West Orange TownshipCFDA Name and Number: Highway Planning and Construction 20.205LPA Unique Entity Identifier Number: QK38C6DQM45Contact Name and Phone Number: Mahmood Khandakar (609) 963-1998Project: Washington Street Corridor Improvement Project Phase IIMunicipality: West Orange TownshipCounty: Essex

This Cost Reimbursement Agreement ("Agreement") is made as of the 17<sup>th</sup> day of July, 2025, by and between the Township of West Orange, having its offices at 25 Lakeside Avenue West Orange, NJ 07052 ("Subrecipient" or "Local Public Agency" ("LPA")) and the New Jersey Department of Transportation, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

**WITNESSETH**

**WHEREAS**, the Congress of the United States has enacted various Transportation Authorization Bills to provide federal funding for transportation programs ("federal-aid funds"). These transportation programs including, but are not limited to, the National Highway Performance Program ("NHPP"), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program; and

**WHEREAS**, the Legislature of the State of New Jersey has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and

**WHEREAS**, before federal-aid funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal-aid funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.

**WHEREAS**, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**WHEREAS**, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and state law; and

**WHEREAS**, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

**1. Definitions**

As used in this Agreement, the following terms are defined in the manner indicated below:

- 1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.
- 1.2 FHWA: Federal Highway Administration.
- 1.3 USDOT: United States Department of Transportation
- 1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.
- 1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.
- 1.6 Construction Engineering: construction related design services including review of contractor's working drawings, responding to contractor questions regarding design, and reviewing design changes.
- 1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.
- 1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements. The Standard Specifications are incorporated into this Agreement by reference. The Subrecipient shall follow, and cause and ensure all contractors and consultants follow, all applicable provisions of the Standard Specifications.
- 1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

**2. Description of Project – Scope of Work**

A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**3. Agreement Contract Terms**

3.1 The State hereby awards a grant of federal-aid funds, available on a reimbursement basis, in the amount of \$ 155,437.29 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

3.2 The Period of Performance for this award begins on the date of this Agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 of this Agreement or until, based on inactivity as defined in Section 7.5.2 of this Agreement. The Project shall be completed by 08/31/2028, unless either terminated or extended by written authorization of the State. The Subrecipient shall not charge to the Project Fund costs that are incurred prior to and/or after the Period of Performance unless prior written consent is received from the State and the FHWA. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.

3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:

3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 of this Agreement even if it is beyond the reasonable control of the Subrecipient.

3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.

3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.

3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

3.3.3 This Agreement terminates on Project Closeout.

3.4 Fund Liquidation, Adjustment, and Cancellation.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



- 3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in Section 3.2 of this Agreement.
- 3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.
- 3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.
- 3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the NJDOT and the FHWA except as provided in Section 3.3 of this Agreement.
- 3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including but not limited to the Standard Specifications.
- 3.8 Subrecipient shall solicit proposals for all Project Work in accordance with the Brooks Act of 1972 (40 U.S.C. Ch. 11), 2 C.F.R. §§ 200.317-.327, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."

#### **4. Plans and Specifications**

- 4.1 Subrecipient 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

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



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, the Subrecipient 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.

**4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:**

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the FHWA.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

**4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.**

**5. Projects Eligible for Funding Under this Agreement**

**5.1 Right of Way Acquisition Projects**

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 to -22, the NJDOT Right of Way Acquisition Manual and the Standard Specifications.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



- 5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
- 5.1.3.2 Associated direct costs of acquisition pursuant to 23 C.F.R. § 710.203, including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages.
- 5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

**5.2 Design Projects**

- 5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 5.2.2 Subrecipient covenants that design work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including 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.
  - 5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
    - 5.2.2.1.1 Transportation projects other than roads and bridges,
    - 5.2.2.1.2 Projects that intersect State highways,
    - 5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or
    - 5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.
- 5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.
- 5.2.4 The Subrecipient shall not proceed with any design work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



- 5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 49 C.F.R. Part 27, and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.



### **5.3 Construction Projects**

- 5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.
- 5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.
- 5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.
- 5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 5.3.5 Subrecipient shall solicit bids for Project Work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. The Subrecipient shall comply with, and cause all bidders to comply with, the applicable Civil Rights and bidding provisions of the Standard Specifications, including, but not limited to, Sections 102.13.01 and 105.02.05. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:
  - 5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
  - 5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.
  - 5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.
- 5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Foreign Materials And Equipment. Subrecipient agrees that it will comply and cause its contractor to comply with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“Buy America”), Pub. L. No. 117-58, §§ 70901-52 and implementing regulations, and § 106.03.2 of the current version the NJDOT Standard Specifications, which sets forth the federal requirements for the use of foreign materials and equipment on Federal-aid projects.
- 5.3.11 Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 49 C.F.R. Part 27 and the current version of the NJDOT Roadway Design Manual in effect at the time this Agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.12 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C. § 1352 prior to execution of any agreement in order to remain eligible for federal-aid funds.
- 5.3.13 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

- 5.3.14 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:
- 5.3.15 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- 5.3.16 Maintains familiarity of day to day project operations, including project safety issues;
- 5.3.17 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- 5.3.18 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;
- 5.3.19 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;
- 5.3.20 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.
- 5.3.21 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.
- 5.3.22 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the USDOT/FHWA's official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights' websites.

## **6. Insurance**

- 6.1 Subrecipient shall maintain or cause to be maintained:

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



- 6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
  - 6.1.2 Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
  - 6.1.3 Workers Compensation Insurance in the amount required by law.
  - 6.2 A copy of each insurance policy shall be made available to the State upon request.
  - 6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.
  - 6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 7. Disbursement of Project Fund**
- 7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.
  - 7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate are eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.
  - 7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



- 7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State's sole discretion.

**7.5 Payment Vouchers**

- 7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- 7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed "inactive" and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform Project Work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining Project Work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- 7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project Work at the time of the award concurrence.
- 7.5.4 Progress Reports will accompany all payment vouchers and shall include:
- 7.5.4.1 A narrative description of Project Work performed during the payment period and any difficulties or delays encountered;
  - 7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;
  - 7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;
  - 7.5.4.4 A comparison, by task, of Project Work performed compared to the schedule, including a percentage of the total Project work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

**7.6 Partial Payments**

7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of Project Work completed during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of Project Work completed during any given period, that dispute shall be resolved in accordance with Section 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up the amount equivalent to full payment for Project Work completed within the billing time period. Full payment will be made less non participating costs and or mathematical errors; up to 90% of the budget amount authorized. The remaining 10% will be withheld, until such time the project has been deemed satisfactorily complete. At the sole discretion of the NJDOT, projects with high dollar values may receive a portion of the 10% withholding, provided the Subrecipient has not had any documented problems with the oversight and delivery of a project.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 of this Agreement after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

**7.7 Consultants and Contractors**

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all Project Work.

7.7.2 All Project Work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



- 7.7.3 Subrecipient will be paid the actual, eligible costs for the Project Work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the Project Work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted Project Work completed as shown in the Subrecipient's monthly progress reports.
- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 of this Agreement by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the 23 C.F.R. § 635.116 and the Standard Specifications, including, but not limited to, § 108.01.

**8. Conflict of Interest**

- 8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with federal requirements. This includes ensuring sufficient controls are in place to protect the public's interest against fraud, waste, and abuse of taxpayer resources.
- 8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same Federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

**9. Liquidated Damages**

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



contractor's failure to complete Project Work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as Road User Costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

- 9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

**10. Audit Requirements**

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:
- 10.2.1 At any time during the performance of Project Work set forth in this Agreement.
- 10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:
- 10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



terms of this Section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from Project Work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.

**11. Inspection**

Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all Project Work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

**12. Indemnification**

Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**13. No Personal Liability**

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

**14. Equal Opportunity**

14.1 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.

14.2 During the performance of this Agreement, the Subrecipient agrees that it will cause its contractor to comply with the following:

14.2.1 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;

14.2.2 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;

14.2.3 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.

14.2.4 In the hiring of persons for the performance of Project 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

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



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 Project Work to which the employment relates;

- 14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of Project 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;
- 14.2.6 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
- 14.2.7 This contract may be canceled 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.
- 14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 of this Agreement may be obtained at the preconstruction conference.

**15. Nondiscrimination**

Subrecipient 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 Subrecipient agrees that:

- 15.1 It will insert the nondiscrimination notice required by the USDOT Standard Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for Project Work or material, and, in adapted form, in all proposals for negotiated agreements.
- 15.2 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 the Subrecipient with other parties.
- 15.3 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.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**16. Disadvantaged Business Enterprises**

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

- 16.1 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); and the Transportation Equity Act for the 21st Century (TEA-21), shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal-aid funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.
- 16.2 The Subrecipient 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, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid 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.

**17. No Oral Modifications**

- 17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- 17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

**18. Notices and Demands**

- 18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**If to the State:**

Deval Desai, Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:

**District 1 -** ☐  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 810-9120  
Fax: (973) 601-6709  
Morris, Passaic,  
Sussex and Warren

**District 2 -** ☒  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: 862-350-5730  
Fax: (973) 648-4547  
Bergen, Essex, Hudson,  
and Union

**District 3-** ☐  
1035 Parkway Avenue  
Trenton, NJ 08625  
Phone:(609) 963-2020  
Fax (609)530-8044  
Hunterdon, Middlesex, Mercer,  
Monmouth, Ocean and Somerset

**District 4 -** ☐  
1 Executive Campus  
Route 70 West, 3<sup>rd</sup> Floor  
Cherry Hill, NJ 08002  
Phone: (856) 414-8414  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, Cape May,  
Cumberland, Gloucester and Salem

**If to Subrecipient:**

**Zayibeth Carballo, PE,PLS,PP,CME,CFM,CFS  
Director, Municipal Engineer Department of  
Engineering  
Township of West Orange  
25 Lakeside Avenue  
West Orange, NJ 07052**



This Section does not apply to legal notices required by law or Court Rules.

**19. Partial Invalidity**

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

**20. Further Assurances**

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

**21. Subject to FHWA Regulations**

Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

**22. Entire Agreement; Counterparts; Disputes**

- 22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.
- 22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
- 22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the Project Work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

**23. Choice of Law**

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

**24. Resolution**

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. **APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.
26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.
27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.
30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.
31. **APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.
32. **APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.

October 2024

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Washington Street Corridor Improvement Project Phase II

Municipality: West Orange Township

County: Essex

Agreement Number: 2025-DT-DLA-511

Federal Project Number: 0671301

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)

  
Name: Karen J. Carnevale Date: 5/6/25  
Title: Municipal Clerk

By: Susan McCartney 5/8/25  
Name: Susan McCartney Date: 5/8/25  
Title: Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF

TRANSPORTATION

  
Name: Anika James Date: 7/17/25  
Title: Department Secretary, New Jersey  
Department of Transportation

By: Deval Desai 7/17/25  
Name: Deval Desai Date: 7/17/25  
Title: Director, Division of Local Aid &  
Economic Development

## **FEDERAL AID AGREEMENT**

Agreement No.: 2025-DT-DLA-511

Contract ID: 25 70066

Local Public Agency (LPA)/Sub-recipient: West Orange Township

CFDA Name and Number: Highway Planning and Construction 20.205

LPA UEI Number: QK38C6DQM45

Project: Washington Street Corridor Improvement Project Phase II

Municipality: West Orange Township

County: Essex County

## **OFFICE OF THE ATTORNEY GENERAL**

The foregoing Federal Aid Agreement has been reviewed and approved as to form.

**MATTHEW J. PLATKIN**  
**ATTORNEY GENERAL OF NEW JERSEY**

By:  Digitally signed  
by Brad Reiter  
Date: 2025.06.24  
15:10:02 -04'00'

**Brad M. Reiter**  
**Deputy Attorney General**

Date 06/24/2025



## **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 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.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



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 26 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-aid 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.

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



**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

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**

**APPENDIX E****CERTIFICATION OF SUBRECIPIENT ELIGIBILITY**

I Susan McCartney 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.

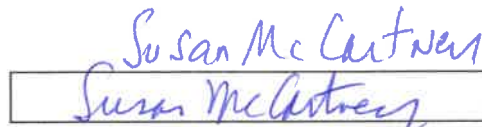
(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT

  
Karen J. Carnevale

Name/Title Municipal Clerk

  
Susan McCartney

Name/Title MayorDate: 5.6.25



## **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.

October 2024

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement**



[DAG E-Signature Page to be Inserted Once Signed]

June 24, 2024 (Updated August 20, 2024)

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

Re: NJDOT Transportation Alternatives Program  
TA-2023 Washington Street Corridor Improvement Project Phase 2  
Township of West Orange, Essex County

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

Dear Ms. Carballo:

Thank you for the opportunity to provide professional engineering design services for the Preliminary Engineering (PE) phase for the above referenced project. Our scope of services is based on the TA-2023 Application completed by the Township, input received at our online teams scoping meeting on February 12, 2024, an Essex County Washington Street / Watchung Avenue traffic signal meeting on August 19, 2024, and the NJDOT standard network diagram and activity descriptions for the PE project phase.

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

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

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

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

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

### **Scope of Services**

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

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

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

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

It is understood that the Township will not process any submitted invoices unless the above information is attached to the same. It is the Township's responsibility to prepare and submit payment vouchers and required forms to NJDOT Local Aid office for reimbursement.

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

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

| Activity No. | Activity Description                     |
|--------------|------------------------------------------|
| 3008         | Wetlands Delineation                     |
| 3015         | Prepare Survey Control Report            |
| 3020         | Conduct Topographic Survey               |
| 3025         | Prepare Base Maps                        |
| 3030         | Prepare Horizontal and Vertical Geometry |
| 3035         | Prepare Utility Base Plans               |
| 3045         | Send Utility Verification Request Letter |
| 3055         | Update Base Plans and Identify Conflicts |

| Activity No. | Activity Description                                   |
|--------------|--------------------------------------------------------|
| 3070         | Prepare Preliminary Roadway Plans                      |
| 3085         | Prepare Preliminary Drainage Design                    |
| 3090         | Determine Traffic Engineering Facility Locations       |
| 3115         | Initiate ROW Impact Plan                               |
| 3130         | Update Preliminary Detour / Construction Staging Plans |
| 3135         | Prepare Construction Cost Estimate                     |
| 3160         | Prepare Draft PE Report                                |
| 3205         | Township and NJDOT Reviews Draft PE Report             |
| 3865         | Hold Public Information Center                         |
| 3870         | Prepare Categorical Exclusion Document                 |

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

**Prepare Survey Control Report (3015):** GPI's subconsultant, MFS Consulting Engineers & Surveyors (MFS), will perform the control survey and prepare the survey control report following NJDOT standards. Information from this report will be used to recover survey control points for use in supplementary surveys for the project and for construction. GPI will coordinate survey activities with preliminary design activities and perform a QA review of the report.

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

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

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

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

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

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

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

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

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

Potential complications with curb extensions include:

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

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

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

**Send Utility Verification Request Letter (3045):** GPI will establish utility contacts and submit the verification request letter and a set of the utility base plans to each utility company to identify their existing facilities on the utility base plans. We anticipate that this letter will be sent to no more than eight (8) utility companies.

**Update Base Plans and Identify Conflicts (3055):** GPI will coordinate with the affected utility companies and incorporate the collective utility owner comments onto the base maps. We will review the existing utilities to

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

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

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

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

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

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

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

**Assumptions:** The following assumptions are related to Task 3085

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

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

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

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

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

**Update Preliminary Detour and Construction Staging Plans (3130):** GPI will prepare the preliminary construction staging plans. The plans will be generally schematic in nature. We do not anticipate indicating MPT devices and signs on the plans for this phase. As the work in the project is typically off the roadway, we anticipate construction can be accommodated by typical MUTCD and NJDOT set ups and details. Vehicular detours are not anticipated or included in our scope of work; however, one direction of travel detour during working hours may improve safety within the work zone. While pedestrian detours will be required, temporary signals, modification of existing signals or other electrical work is not anticipated.

**Prepare Construction Cost Estimate (3135):** GPI will prepare the Construction Cost Estimate using NJDOT Bid information, results from prior similar projects and the plans developed during PE. The Construction Cost Estimate is necessary to properly program construction funds for the project. We will submit the Construction Cost Estimate to the Township and NJDOT Local Aid for review and comment.

**Prepare Draft Preliminary Engineering Report (3160):** GPI will prepare and submit the Draft PE Report for Township and NJDOT review. Washington Street is under County's jurisdiction so the Draft PE Report will also be submitted to Essex County for their review and comment. The Draft PE Report will also be shared with the NJDOT Bureau of Environmental Program Resources (BEPR) to support the review of the Environmental Document. GPI will use the NJDOT PE Report template as a guide for the items to be included in the Draft PE Report, aside from those listed in assumptions below, which are not relevant to the project.

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

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

7. Draft Management Plan
8. Final Design Public Involvement Action Plan
9. Final Design Scope Statement
10. Preliminary Engineering Quality Certification

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

**Hold Public Information Center (3865):** GPI will attend and prepare the mailing list, the handout, presentation material and minutes with attached sign-in sheet for one (1) anticipated Public Information Center (PIC). Notice letters will be mailed via standard USPS by GPI (not certified). The goal of the PIC is to obtain public input on the PPA. The PIC is a community outreach forum to develop a partnership with the public. The public is a stakeholder, along with local and state officials, and public interest groups.

It is anticipated that the Township will review the PIC handout and mailing list. The presentation material may include: an aerial of the study area, preliminary plans, existing and proposed typical sections, environmental concerns, and construction staging. It is anticipated that the Township will secure the meeting facility for the PIC, meeting. If requested by the Township, the PIC will be held virtually. A virtual public information center (VPIC) would be a prerecorded video with a slide presentation illustrating the project need, proposed improvements and anticipated benefits. The video can be available in more than just the English language. The video is to be available for viewing for at least a two-week period to allow the public to view at their convenience. The Township would host the link to the VPIC or, if Township prefers, GPI will host a project website with a Township link to website.

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

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

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

- Proposed streetscape improvements will be located within the right-of-way. Authorization to perform work outside the right-of-way will be provided in Right-of-Entry (ROE) documents signed by property owners, obtained during FD.
- The required CED will be prepared by NJDOT BEPR with input from GPI on Sections I and II.
- A Cultural Resource Study Phase IA is not included in this scope of services. Any coordination with the NJDEP to secure permits or approvals requiring a Phase IA will be conducted by NJDOT BEPR and SHPO.
- Green Acres coordination, if required, will be conducted by NJDOT BEPR and NJDEP.

- Hazardous waste investigations and studies, if necessary, are to be performed by NJDOT and therefore not included in this scope of services.
- A Design Exception Report is not required and therefore preparation of the same is not included in this scope of services.
- Modifications will not be required to the existing roadway profile or roadway cross slopes. Roadway improvements will be limited to the curb relocation and associated pavement repair strip.
- As this is a Township led project, we do not anticipate the need to establish utility funding and therefore this activity is not included in this scope of services.
- Wayfinding is not included in the project scope.
- Driveway widths and locations will not be modified.
- CADD drawings and design will be produced in AutoCAD C3D.

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

We would be happy to discuss this scope of services with you, at your convenience. Thank you for the opportunity to provide professional engineering design services to the Township of West Orange.

Sincerely,

**Greenman-Pedersen, Inc.**



**Andrew Cangiano, PE, CME**

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

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

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

**Notes:**

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

|                            |  |                     |
|----------------------------|--|---------------------|
| Labor                      |  | \$39,510.18         |
| x 1.6341 Overhead          |  | \$64,563.59         |
| Fixed Fee (22.5% Labor)    |  | \$8,889.79          |
| Mileage                    |  | \$500.00            |
| Printing / Postage / misc. |  | \$500.00            |
| <b>GPI Total</b>           |  | <b>\$113,963.56</b> |
| <b>Subconsultants:</b>     |  |                     |
| MFS (DBE)                  |  | \$41,473.73         |
| <b>Grand Total</b>         |  | <b>\$155,437.29</b> |

(see attached MFS proposal)

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

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

Escalation 3% per year, 1 year

## FIXED FEE CALCULATION

PROJECT:  
CONSULTANT:  
AGREEMENT OR CAM NO.:

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

PREPARED BY:  
DATE:

Andrew Cangiano  
8/13/2024

### EVALUATE PROJECT SPECIFICS:

*Directions:*

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

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

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

### CALCULATE FEE:

|                                                 |              |
|-------------------------------------------------|--------------|
| PROJECT SPECIFICS FACTOR (Total Rating /100) =  | 0.75         |
| FEE FACTOR ( Project Specifics Factor x 0.30) = | 0.225        |
| DIRECT LABOR COSTS                              | \$ 39,510.18 |
| TOTAL FEE (Direct Labor Costs x Fee Factor) =   | \$ 8,889.79  |



# State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

FRANCIS K. O'CONNOR  
*Commissioner*

TAHESHA L. WAY  
*Lt. Governor*

July 22, 2024

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

Mr. Buoncore:

Based on our review of Greenman-Pedersen, Inc.'s submitted Schedule of Burden, Fringe, Overhead and Direct Labor for the year ended December 31, 2023, we recommend overhead rates of 124.09 percent should be used for construction inspection projects and 163.41 percent should be used for all other projects for funding purposes on future contracts with the Department as well as your firm's settle-up schedules. In addition, and in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.26 percent should be used for construction inspection projects and 0.32 percent for all other projects, respectively.

The combined overhead rate of 144.53 percent and FCCM rate of 0.29 percent may be used for settle-up schedule purposes, only going forward for contracts funded with your combined rate.

The overhead rates proposed on this overhead letter expire on July 1, 2025.

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

If you have any questions, feel free to contact Dennis Show at (609) 963-2379, or at [Dennis.Show@dot.nj.gov](mailto:Dennis.Show@dot.nj.gov).

Sincerely,

*Richard Temmer*

Richard Temmer  
Manager, Bureau of External Audit

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper



2 August 2024

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

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

Dear Lenin,

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

#### PROJECT UNDERSTANDING

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

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

The services shall include:

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

#### — New Jersey (Headquarters)

2780 Hamilton Blvd.  
South Plainfield, NJ 07080

Phone 908.922.4622  
Fax 866.571.7413

#### — New Jersey

24 Kanouse Rd.  
Newfoundland, NJ 07435

Phone 973.697.2122  
Fax 973.838.6433

#### — New York

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

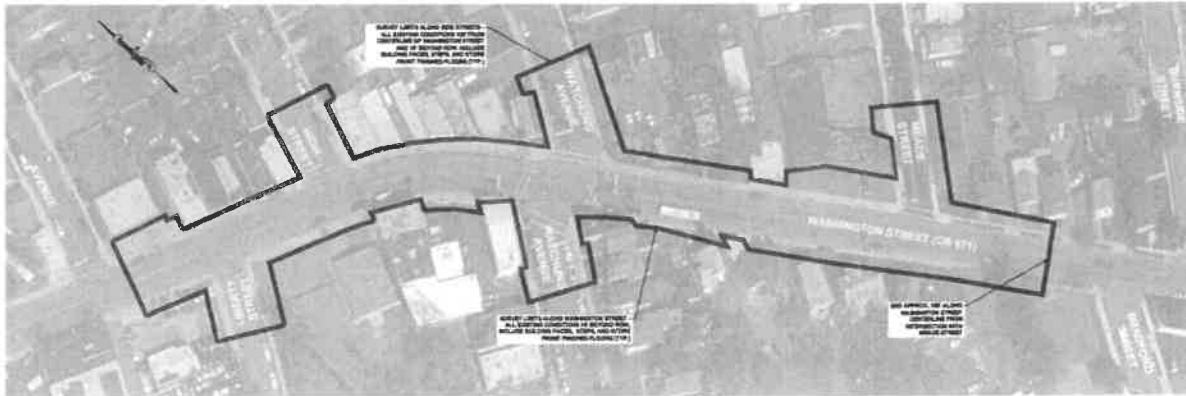
Phone 212.943.6576  
Fax 866.517.7413

#### — Puerto Rico

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

Phone 787.998.7436  
Fax 787.765.3691

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



### ACTIVITY 3015 – PREPARE CONTROL SURVEY REPORT

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

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

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

### ACTIVITY 3020 – CONDUCT TOPOGRAPHIC SURVEY

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

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

### **ACTIVITY 3025 – PREPARE BASE MAPS**

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

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

### **DELIVERY ITEMS**

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

### **EXCLUSIONS**

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



## **FEE SCHEDULE**

Please refer to the included summary of staffing.

## **SCHEDULE**

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

Very truly yours,  
**MFS Consulting Engineers & Surveyor, DPC**



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 <sup>1</sup> |

<sup>1</sup>Car mileage is billed at the IRS standard mileage rate found at [www.irs.gov](http://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<br>GRADE | TASKS      |            |           |          |          | TOTAL<br>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              |
| <b>TOTAL</b>      |               | <b>111</b> | <b>126</b> | <b>54</b> | <b>0</b> | <b>0</b> | <b>291</b>     |

| CURRENT<br>HOURLY<br>RATE | DIRECT<br>TECHNICAL<br>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                       |
|                           | <b>\$14,533.99</b>           |

|                              |                         |                 |
|------------------------------|-------------------------|-----------------|
| <b>DIRECT EXPENSES:</b>      |                         |                 |
| 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          |
| <b>Direct Expense Total:</b> |                         | <b>\$486.42</b> |

|                         |                    |
|-------------------------|--------------------|
| <b>PAYROLL</b>          | \$14,533.99        |
| <b>164.01% OVERHEAD</b> | \$23,837.20        |
| <b>18.00% FEE</b>       | \$2,616.12         |
| <b>DIRECT EXPENSES</b>  | \$486.42           |
| <b>TOTAL</b>            | <b>\$41,473.73</b> |

## TASKS

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

## FIXED FEE CALCULATION

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

### EVALUATE PROJECT SPECIFICS:

*Directions:*

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

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

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

### CALCULATE FEE:

|                                                      |                 |
|------------------------------------------------------|-----------------|
| PROJECT SPECIFICS FACTOR (Total Rating /100) =       | 0.60            |
| FEE FACTOR (Project Specifics Factor x 0.30) =       | 0.18            |
| DIRECT LABOR COSTS                                   | \$ 14,534       |
| <b>TOTAL FEE (Direct Labor Costs x Fee Factor) =</b> | <b>\$ 2,616</b> |



# State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

FRANCIS K. O'CONNOR  
*Commissioner*

TAHESHA L. WAY  
*Lt. Governor*

July 11, 2024

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

Dear Ms. Lieb:

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

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

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

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

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

Sincerely,

*Richard Temmer*

Richard Temmer  
Manager, Bureau of External Audit



# TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

133-25

## DEPARTMENT OF ENGINEERING

**SUSAN McCARTNEY**

*Mayor*

Tel/Fax: (973) 325-4160

Email: [Engineering@westorange.org](mailto:Engineering@westorange.org)

**ZAYIBETH CARBALLO**

*Director/Municipal Engineer*

April 25, 2025

Mayor and Township Council  
Municipal Building  
66 Main Street  
West Orange, New Jersey 07052

RE: **WASHINGTON STREET CORRIDOR IMPROVEMENT**  
**PROJECT (PHASE 2)**  
**FEDERAL PROJECT NO. 0671301**  
**STATE JOB NO.: 6122316**

Mayor McCartney, Council President Krakoviak and Council Members:

The Engineering Department desires to increase pedestrian safety, accessibility, and walkability along Washington Street Corridor. The Washington Street Corridor Improvement Project will improve Washington Street from Main Street to High Street. The proposed improvements will include improved crosswalks, signage, new widened sidewalks and curbs, ADA compliant curb ramps, detectable warning surfaces, flashing speed limit signs, flashing pedestrian crossing signs, enhanced lighting, street trees, 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.

On August 7, 2023, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$199,070.68 for the Washington Street Corridor Improvement Project – Phase I from Main Street to High Street. On September 5, 2023, Resolution 330-23 authorized the Mayor and Municipal Clerk to execute a Federal Aid Agreement with the NJDOT. A design contract was awarded to Greenman-Pedersen, Inc. of Morris Plains, NJ to perform these Preliminary Engineering activities for Phase I of the project.

On October 22, 2024, the (FHWA) authorized funding up to an amount of \$155,437.29 for the Washington Street Corridor Improvement, Phase II from High Street to the limits with the City of Orange. This authorization was based on the scope of work and budget agreed upon by the West Orange Township and the Division of Local Aid. The scope of work in this authorization includes Preliminary Engineering (PE) Activities. Final Design Activities will be authorized once the Preliminary Engineering activities have been completed.

AN EQUAL OPPORTUNITY EMPLOYER

[www.westorange.org](http://www.westorange.org)

We are requesting that Mayor McCartney and the Municipal Clerk execute the enclosed Federal Aid Agreement for the Washington Street Corridor Improvement Project – Phase II. Enclosed, please find a Federal Aid Agreement and Resolution to authorize FHWA funding.

If you have any questions on this, please contact me.

Very truly yours,

*Zayibeth Carballo*

Zayibeth Carballo

Director of Engineering/Municipal Engineer

ZYC/tb

cc: Susan McCartney, Mayor  
James P. Abbott, Interim BA/Chief of Police  
John Ditinyak, CFO  
Pete Smeraldo, Assistant BA  
Richard Trenk, Esq.  
John Burke, Esq.

**RESOLUTION**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,  
COUNTY OF ESSEX, STATE OF NEW JERSEY AUTHORIZING THE MAYOR AND CLERK  
TO EXECUTE A FEDERAL AID AGREEMENT WITH THE NJDOT**

**WHEREAS**, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$155,437.29 for Preliminary Engineering Activities for the Washington Street Corridor Improvement Project (Phase II) from High Street to the limits with the City of Orange; and

**WHEREAS**, this authorization was based on the scope of work and budget agreed upon by the Township of West Orange and the NJDOT Division of Local Aid; and

**WHEREAS**, the scope of work in this authorization includes Preliminary Engineering (PE) Activities, and Final Design Activities will be authorized once PE activities have been completed; and

**WHEREAS**, it is necessary for the Township to enter a design contract between the Township of West Orange and Greenman-Pedersen, Inc. for the Preliminary Engineering (PE) Activities for Phase II of the Washington Street Corridor Improvement Project; and

**WHEREAS**, work cannot begin until this funding agreement is executed by the NJDOT.

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of West Orange that the Mayor and Clerk are authorized to execute the attached Federal Aid agreement.

**BE IT FURTHER RESOLVED** that the Clerk is hereby directed to return three (3) original signed and sealed copies of the attached agreement along with three (3) original signed/sealed Resolutions for execution by the Department of Transportation.

**BE IT FURTHER RESOLVED** that the NJDOT will receive an initial billing (payment voucher) from the Township for the design project no later than 3 months after the NJDOT has concurred in the award of the construction contract, and will receive subsequent billings in accordance with the terms of the agreement.

**Attest and Affix Seal:**

  
Karen Carnevale, R.M.C.  
Municipal Clerk

**Adopted: May 6, 2025**

  
Joe Krakoviak  
Council President

**I HEREBY CERTIFY** the foregoing to be  
a true copy of a resolution adopted by  
the West Orange Township Council.

  
Karen J. Carnevale, Municipal Clerk

**RESOLUTION**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE,  
COUNTY OF ESSEX, STATE OF NEW JERSEY AUTHORIZING THE MAYOR AND CLERK  
TO EXECUTE A FEDERAL AID AGREEMENT WITH THE NJDOT**

**WHEREAS**, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$155,437.29 for Preliminary Engineering Activities for the Washington Street Corridor Improvement Project (Phase II) from High Street to the limits with the City of Orange; and

**WHEREAS**, this authorization was based on the scope of work and budget agreed upon by the Township of West Orange and the NJDOT Division of Local Aid; and

**WHEREAS**, the scope of work in this authorization includes Preliminary Engineering (PE) Activities, and Final Design Activities will be authorized once PE activities have been completed; and

**WHEREAS**, it is necessary for the Township to enter a design contract between the Township of West Orange and Greenman-Pedersen, Inc. for the Preliminary Engineering (PE) Activities for Phase II of the Washington Street Corridor Improvement Project; and

**WHEREAS**, work cannot begin until this funding agreement is executed by the NJDOT.

**NOW THEREFORE BE IT RESOLVED**, by the Township Council of the Township of West Orange that the Mayor and Clerk are authorized to execute the attached Federal Aid agreement.

**BE IT FURTHER RESOLVED** that the Clerk is hereby directed to return three (3) original signed and sealed copies of the attached agreement along with three (3) original signed/sealed Resolutions for execution by the Department of Transportation.

**BE IT FURTHER RESOLVED** that the NJDOT will receive an initial billing (payment voucher) from the Township for the design project no later than 3 months after the NJDOT has concurred in the award of the construction contract, and will receive subsequent billings in accordance with the terms of the agreement.

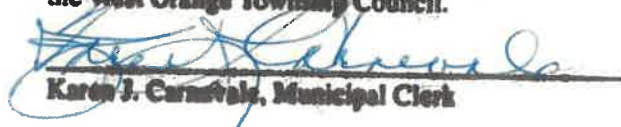
**Attest and Affix Seal:**

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

**Adopted: May 6, 2025**

  
**Joe Krakoviak  
Council President**

**I HEREBY CERTIFY** the foregoing to be  
a true copy of a resolution adopted by  
the West Orange Township Council.

  
**Karen J. Carnevale, Municipal Clerk**