

1. Conference Meeting Agenda

Documents:

[CA 3.15.22.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 3.15.22.PDF](#)

3. Resolution(S)

3.I. 45-22

Documents:

[45-22 RESOLUTION APPROVING TAX APPEAL SETTLEMENT WITH
VERIZON 4887-7029-9921 V.1.PDF](#)
[45-22 STIPULATION OF SETTLEMENT - 2016-2022.PDF](#)

3.II. 46-22

Documents:

[46-22 RAFFLE LICENSES.PDF](#)

3.III. 47-22

Documents:

[47-22 AUTHORIZING EXECUTION OF THE MEMORANDUM OF
UNDERSTANDING WITH MENTAL HEALTH ASSOCIATION OF ESSEX AND
MORRIS - 2022.PDF](#)
[47-22 EXHIBIT - MEMORANDUM OF UNDERSTANDING WITH MENTAL
HEALTH ASSOCIATION OF ESSEX AND MORRIS - 2022.PDF](#)

3.IV. 48-22

Documents:

[48-22 AUTHORIZING LICENSE AGREEMENT MONTCLAIR YMCA FOR USE
OF THE GINNY DUENKEL POOL - 2022.PDF](#)
[48-22 EXHIBIT - AUTHORIZING LICENSE AGREEMENT MONTCLAIR YMCA
FOR USE OF THE GINNY DUENKEL POOL - 2022.PDF](#)
[48-22 LICENSE AGREEMENT MONTCLAIR YMCA FOR USE OF THE GINNY
DUENKEL POOL - 2022.PDF](#)

3.V. 49-22

Documents:

[49-22 SEWER CHARGE COUNTY CANCELLATION RESOLUTION.PDF](#)

3.VI. 50-22

Documents:

[50-22 DUPLICATE PAYMENT RESOLUTION 2022 Q1\(3\).PDF](#)

3.VII. 51-22

Documents:

[51-22 DISPOSAL OF EQUIPMENT - FIRE DEPT. 2022.PDF](#)
[51-22 EXHIBIT.PDF](#)

3.VIII. 52-22

Documents:

[52-22 AUTH. REMEDIAL INVESTIGATION ACTIVITIES-REPORTING-PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR PROPERTIES-DOWNTOWN.PDF](#)
[52-22 AGREEMENT FOR ENVIRONMENTAL SERVICES REMEDIAL INVESTIGATION ACTIVITIES AND REPORTING.PDF](#)

3.IX. 53-22

Documents:

[53-22 RESOLUTION APPROVING CDBG 2020 PROJECT FOR IMPROVEMENT OF MITCHELL STREET.PDF](#)
[53-22 AWARD OF PROFESSIONAL SERVICES 2020 CDBG FOR MITCHELL STREET.PDF](#)

3.X. 54-22

Documents:

[54-22 RESOLUTION AUTHORIZING THE 2021CDBG FOR IMPROVEMENTS OF KINGSLEY STREET.PDF](#)
[54-22 AWARD OF PROFESSIONAL SERVICES 2020 CDBG FOR KINGSLEY STREET.PDF](#)

3.XI. 55-22

Documents:

[55-22 RESOLUTION WEST ORANGE COUNCIL OF THE TOWNSHIP OF WEST ORANGE SUPPORTING UKRAINES GOVENMENT AND CITIZENS.PDF](#)

3.XII. 56-22

Documents:

[56-22 RESOLUTION FOR LOCAL SUPPORT OF PROPOSED CANNABIS RELATED BUSINESS-GARDEN STATE NATURAL GREEN, INC..PDF](#)

3.XIII. 57-22

Documents:

57-22 RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS
RELATED BUSINESS-WEST ORANGE WELLNESS, LLC.PDF

3.XIV. 58-22

Documents:

58-22 RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS
RELATED BUSINESS-DOGWOOD GREEN, LLC.PDF

3.XV. 59-22

Documents:

59-22 RESOLUTION FOR REBID OF WORKERS COMPENSATION THIRD
PARTY ADMINISTRATION RFP.PDF
59-22 EXHIBIT A REBID CONTRACT FOR WORKERS COPENSAATION 3RD
PARTY ADMINISTRATION.PDF

3.XVI. 60-22

Documents:

60-22 RESOLUTION MAINTENANCE OF VARIOUS TOWNSHIP OWNED
PARCELS 2022 DONOFRIO (002).PDF
60-22 AWARD MAINTENANCE OF VARIOUS TOWNSHIP OWNED
PARCALS 2022 DONOFRIO.PDF

4. Ordinance(S) On First Reading

4.I. 2679-22

Documents:

2679-22 HANDICAPPED SPACES 53 ROLLINSON STREET AND 24
NUTMAN PLACE.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, March 15, 2022
Meeting No. 6

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

6:30 P.M

- **Fire Department Donation to Ukraine**
- **West Orange Police Department Promotions**
- **Farewell to Mark and Julie Orenstein and Welcome Mike Guerriero**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

PUBLIC MEETING AGENDA-AMENDED

Township of West Orange

66 Main Street – 7:00 p.m.

March 15, 2022

Meeting No. 6

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting March 1, 2022**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 6. *Bills**
- 7. *Resolutions**
 - a. 45-22 Resolution Approving Tax Appeal Settlement with Verizon (Legal-Trenk)**
 - b. 46-22 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - c. 47-22 Resolution Authorizing the Township to Enter into a Memorandum of Understanding with the Mental Health Associate of Essex and Morris as Part of a Pilot Program where the West Orange Police Department Utilized Mental Health Professionals on Certain Responses to Police Calls Utilizing Grant Funds Awarded by the United State Department of Justice (Legal-Moon)**
 - d. 48-22 Resolution Authorizing License Agreement Montclair YMCA for Use of the Ginny Duenkel Pool – 2022 (Legal-Moon)**
 - e. 49-22 Resolution Authorizing the Collector of Taxes to Cancel Sewer Charges to the Listed Taxpayers Pursuant to Easement and Right of Way Agreement Between the County of Essex and the Township of West Orange (Tax Collector)**
 - f. 50-22 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (Tax Collector)**

- g. **51-22** Resolution Authorizing the Disposal of Obsolete Equipment Referenced by the Fire Official Which is no Longer Needed for Public use by the Township According to the Manner as Prescribed by Law (QPA-Reynolds)
- h. **52-22** Resolution Authorizing the Environmental Services, Remedial Investigation Activities and Reporting (Legal-Trenk)
- i. **53-22** Resolution Awarding Greenman – Pedersen, Inc. to provide Professional Services Contract 2020 Community Development Block Grant Mitchell Street – From Valley Rd. to the Limits with the City of Orange. (Lepore)
- j. **54-22** Resolution Awarding Crew Engineers, Inc. to provide Professional Services Contract 2021 Community Development Block Grant Kingsley Street, Wheeler Street & Wheeler Street Sanitary Sewer, Northfield Ave to Renna House. (Lepore)
- k. **55-22** Resolution of the Township Council of the Township of West Orange Supporting Ukraine’s Government and Citizens.
- l. **56-22** Resolution for Local Support of Proposed Cannabis Related Business, Garden State Natural Green, LLC (Legal Moon)
- m. **57-22** Resolution for Local Support of Proposed Cannabis Related Business, West Orange Wellness, LLC (Legal Moon)
- n. **58-22** Resolution for Local Support of Proposed Cannabis Related Business, Dogwood Green, LLC (Legal Moon)
- o. **59-22** Resolution Proposal for Rebid on Workers Compensation Third Party Administration (legal Trenk)
- p. **60-22** Resolution Awarding Maintenance of Various Township Owned Parcels 2022 (Lepore)

8. Ordinances on Second and Final Reading – None

9. Ordinances on First Reading

- a. **2679-22** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange (Lepore)

10. Pending Matters/New Matters/Council Discussion

10. ABC Hearing-None

11. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

Zoom Link

<https://us06web.zoom.us/j/81676594818?pwd=U2dRa0c2Z0RHV0tqQnE4VjArYysyQT09>

Or Telephone: Dial: US: 1-646-558-8656

Webinar ID: 816 7659 4818

Password: 510269

Next Meeting Date(s): April 5, 2022

RESOLUTION

WHEREAS, pursuant to Resolution of the Township Council of the Township of West Orange (the “Township”), the Township has retained Charles Blau, Esq. of Blau & Blau (“Special Tax Appeal Counsel”) to review and pursue certain affirmative tax appeals; and

WHEREAS, the Township has filed affirmative tax appeals to increase the 2016, 2017, 2018, 2019, 2020, 2021 ad 2022 assessments of property owned by MCI Tele Corp./Verizon (the “Property Owner”) concerning real property located at 10 Marcella Avenue in the Township which is identified on the Tax Map of the Township as Block 84.01, Lot 22 (the “Property”); and

WHEREAS, the Property was assessed as follows:

<u>YEAR</u>	<u>CURRENT ASSESSMENT</u>	<u>PROPOSED NEW ASSESSMENT</u>
2016	\$1,025,000	\$2,175,700
2017	1,025,000	2,381,000
2018	1,025,000	2,415,900
2019	1,025,000	2,695,400
2020	1,025,000	2,656,700
2021	1,025,000	2,590,500
2022	1,025,000	2,500,200

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township’s Special Tax Appeal Counsel; and

WHEREAS, as a result of the proposed settlement with increased assessments, the Township will receive an additional tax payment of approximately \$426,776; and

WHEREAS, the Law Department recommends approval of this settlement; and

NOW, BE IT HEREBY RESOLVED, THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE HEREBY APPROVES that the Stipulation of Settlement annexed hereto as Exhibit “A” be and is hereby approved; and

IT IS FURTHER RESOLVED that the Tax Assessor and Special Tax Appeal Counsel be and are hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

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

Susan McCartney
Council President

Adopted: March 15, 2022

Blau & Blau
Charles E. Blau, Esq.
Attorney ID: 007711983
223 Mountain Avenue
Springfield, New Jersey 07081
(973) 564-9003
Attorneys for West Orange Township

West Orange Township,

Plaintiff

v.

MCI Tele Corp/Verizon Pro Tax Dept,

Defendant

Tax Court of New Jersey

Docket Nos. 005328-2016
002013-2017
004983-2018
000959-2019
000700-2020
002583-2021
001389-2022

**CIVIL ACTION
STIPULATION OF SETTLEMENT
(Without Affidavit)**

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and judgment entered as follows:

Block: 84.01
Lot: 22
Address: 10 Marcella Avenue
District: West Orange
Year(s): 2016

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$1,753,300
Total	\$1,025,000	Appeal	\$2,175,700

Block: 84.01
Lot: 22
Address: 10 Marcella Avenue
District: West Orange
Year(s): 2017

Stipulation of Settlement

Page 2 of 4

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$1,958,600
Total	\$1,025,000	Appeal	\$2,381,000

Block: 84.01
 Lot: 22
 Address: 10 Marcella Avenue
 District: West Orange
 Year(s): 2018

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$1,993,500
Total	\$1,025,000	Appeal	\$2,415,900

Block: 84.01
 Lot: 22
 Address: 10 Marcella Avenue
 District: West Orange
 Year(s): 2019

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$2,273,000
Total	\$1,025,000	Appeal	\$2,695,400

Block: 84.01
 Lot: 22
 Address: 10 Marcella Avenue
 District: West Orange
 Year(s): 2020

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$2,234,300
Total	\$1,025,000	Appeal	\$2,656,700

Block: 84.01
Lot: 22
Address: 10 Marcella Avenue
District: West Orange
Year(s): 2021

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$2,168,100
Total	\$1,025,000	Appeal	\$2,590,500

Block: 84.01
Lot: 22
Address: 10 Marcella Avenue
District: West Orange
Year(s): 2022

	Original Assessment	County Board Judgment	Requested Judgment
Land	\$ 422,400		\$ 422,400
Improvement	\$ 602,600	Direct	\$2,077,800
Total	\$1,025,000	Appeal	\$2,500,200

2. The undersigned have made such examination of the value and proper assessment of the properties and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the properties as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the properties consistent with assessing practices generally applicable in the taxing district as required by law.

4. Assuming no material changes to the subject property, the assessment would remain \$2,500,200 in tax years 2023 and 2024, and the Township shall not initiate an assessment appeal to increase the assessment on the subject property for any tax year

prior to the tax year in which the Township implements a district-wide reassessment or revaluation. Verizon does not waive its right to file an appeal in tax years 2023 and/or 2024 to seek a reduction.

5. The parties have agreed that statutory interest will be waived if the tax is paid within sixty (60) days of the bill being sent by the tax collector.



Charles E. Blau
Attorney for Plaintiff
Dated: March 14, 2022

Alex P. Genato
Attorney for Defendant
Dated:

RESOLUTION

WHEREAS, in September 2020, the Township of West Orange (the “Township”) entered into a groundbreaking relationship with the Mental Health Association of Essex and Morris, Inc. (the “MHA”) to establish a program, whereby MHA trained professionals accompanied police officers from the West Orange Police Department (the “WOPD”) on certain calls involving mental health and mental health related issues (the “Program”); and

WHEREAS, this Program has been successful and is now being showcased by other law enforcement organizations; and

WHEREAS, the Township has applied for and has been awarded a grant from the United States Department of Justice in the amount of \$525,000 over the course of three (3) years to continue the Program; and

WHEREAS, the Township seeks to enter into a Memorandum of Understanding with the MHA (an “MOU”), annexed hereto as Exhibit “A” to formalize the relationship to continue the Program; and

WHEREAS, based on the specialized qualifications of the MHA services provided to the WOPD, including the specialized licensing and training of the MHA and its trained professionals in the area of mental health, the proposed Memorandum of Understanding constitutes a professional services agreement exempt from public bidding pursuant to N.J.S.A. 40A:11-5 of the Local Public Contracts Law; and

WHEREAS, the pursuant to the requirements of the New Jersey Campaign Contributions and Expenditures Report Act, N.J.S.A. 19:44A-1, et. seq., the Township shall retain on file a Business Entity Disclosure Certification and Political Declaration from the MHA.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is authorized to enter into the MOU with MHA consistent with the terms set forth therein, annexed hereto as Exhibit “**A;**” and be it further

RESOLVED that the Mayor be and hereby is authorized to execute the MOU on behalf of the Township; and be it further

RESOLVED, that the Township is authorized to utilize the \$525,000 awarded grant funds from the United States Department of Justice towards the implementation of the Program with MHA; and be it further

RESOLVED, that a copy of this Resolution with a fully executed copy of the MOU shall be made available in the Clerk’s office in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: March 15, 2022

Exhibit “A”

**MEMORANDUM OF UNDERSTANDING
FOR CO-RESPONDER PROGRAM BETWEEN
THE TOWNSHIP OF WEST ORANGE POLICE DEPARTMENT
AND
MENTAL HEALTH ASSOCIATES OF ESSEX AND MORRIS COUNTIES**

This Memorandum of Understanding (“MOU”) is hereby entered into between the Township of West Orange Police Department (“WOPD”) and the Mental Health Associates of Essex and Morris Counties (“MHAEM”) for implementation of a co-responder program which provides critical services to the community for de-escalation, response, treatment, and follow-up.

WHEREAS, the WOPD and MHAEM have begun collaborating on a pilot program; and

WHEREAS, the WOPD is highly decorated and experienced in addressing a myriad of circumstances; and

WHEREAS, between July 13, 2019 and July 13, 2020, the WOPD received 393 mental health calls; and

WHEREAS, mental health calls require immediate, compassionate and directed responses and follow ups to ensure de-escalation and the safety and well-being of the community; and

WHEREAS, the WOPD has previously implemented Operation HOPE (heroin-opiate prevention effort) to train volunteers and assist persons who voluntarily seek treatment; and

WHEREAS, the Township has previously entered into a ground-breaking pilot program with MHAEM but due to resources, MHAEM was only able to respond to 37 calls during the six (6) month initiative while there have been approximately 197 mental health calls demonstrating a need for further coverage and response; and

WHEREAS, the Township has made this a priority towards the health, welfare and safety of the entire community; and

WHEREAS, the Township is desirous of applying to the United States Department of Justice for a grant under the Connect and Protect: Law Enforcement Behavioral Health Responses Program (“DOJ Grant”);

NOW, BE IT HEREBY AGREED BY AND BETWEEN THE TOWNSHIP AND MHAEM as follows:

1. **Term of Agreement.** This MOU shall be for a period of one (1) year beginning on the first day of the month at least 30 days after the following have occurred: (i) approval by the Township Council; and (ii) implementation of sufficient trained staffing by MHAEM; and (iii) acknowledgment of the receipt of the DOJ Grant. The term shall be for not less than twelve (12) consecutive months.

2. **Program.** During the term of the program, MHAEM shall provide not less than one (1) trained counselor who shall have the requisite experience and training to co-respond with the WOPD to any designated mental health event or call for service not less than 80 hours per week.

3. **Reporting.** WOPD and MHAEM shall maintain full and complete records of all co-responder initiatives, responses, follow-up, and evaluation.

4. **Body Warn Camera.** Pursuant to WOPD guidelines, BWC shall be maintained at all times during any MHAEM co-response and any other mental health incidents so that WOPD and MHAEM may collaboratively review responses and debrief each other concerning any challenges, training needs and best practices.

5. **Communications.** WOPD and MHAEM shall implement a real time program so that the WOPD may know the cell phone number and other contact information for the MHAEM co-responder to ensure the most efficient response time to address all calls for mental health events.

6. **Supervisor Communications.** During the term of this MOU, the WOPD Chief of Police and his/her supervisors and the appropriate supervisory people at MHAEM shall have monthly telephone conference calls or live/zoom meetings to discuss all aspects of the program including any communication issues, evaluation processes, necessary training, and service to the community.

7. **Records.** During the term of this MOU, the WOPD and MHAEM shall maintain full and complete records of all response calls, communications, any issues in communicating and all other aspects of the implementation and day to day aspects of this program.

8. **Indemnification.** WOPD and MHAEM shall maintain separate insurance with regard to all employees and other aspects of their operations. To the extent that any claim arises with regard to this program, the WOPD and MHAEM shall mutually indemnify each other to ensure that they are separately responsible for their employees' actions. WOPD and MHAEM shall maintain full and complete insurance in the appropriate amounts for any automobiles or other vehicles which are used with regard to co-responding. Nothing contained herein shall permit any violation of any traffic or other appropriate laws or ordinances.

9. **Entire Agreement.** The recitals at the beginning of the Agreement are incorporated by reference and made a part of this MOU. The MOU may be supplemented by subsequent writings approved and executed by both parties.

10. **Governing Law and Choice of Forum.** The governing law and appropriate forum shall be the State of New Jersey, Superior Court of New Jersey: Essex County.

11. **Condition Subsequent.** The implementation of this MOU shall be specifically conditioned upon the award of the DOJ Grant and full and complete compliance with the DOJ Grant.

TOWNSHIP OF WEST ORANGE

**MENTAL HEALTH ASSOCIATES OF ESSEX
AND MORRIS COUNTIES**

By: _____
Mayor Robert D. Parisi

By: _____
Robert Davidson, President

Dated: _____, 2021

Dated: _____, 2021

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) owns and maintains an outdoor pool facility, which includes locker room facilities, at the Ginny Duenkel Pool Complex, located at 60 ½ Cherry Street in the Township (the “Pool Facilities”); and

WHEREAS, the Montclair YMCA has for many years used the Pool Facilities during limited hours for youth swim practices and for competitive swimming programs; and

WHEREAS, the Montclair YMCA has once again requested to use the Pool Facilities for youth swim practices during the summer 2022 season, generally between the hours of 6:00 A.M. and 7:45 A.M. on weekdays from approximately May 1, 2022 through August 31, 2022; and

WHEREAS, the Montclair YMCA has agreed to use the Pool Facilities in exchange for the payment of an hourly rental fee, plus payment of various costs and expenses, pursuant to other terms and conditions set forth in the License Agreement annexed hereto as Attachment “A”; and

WHEREAS, the Montclair YMCA has agreed that its use of the Pool Facilities will not conflict with the Township’s uses; and

WHEREAS, the Montclair YMCA has agreed to comply with all pool regulations and all applicable laws;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and hereby is authorized to enter into the annexed License Agreement for the Montclair YMCA’s limited use of Pool Facilities and the Municipal Clerk shall be authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that the entry of the License Agreement shall be subject to the Licensee's providing proof of adequate insurance with the Township named as an additional insured, subject to approval of the Law Department, prior to the use of the Pool Facilities.

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

Susan McCartney
Council President

Adopted: March 15, 2022

Exhibit “A”

***LICENSE AGREEMENT FOR
LIMITED USE OF POOL FACILITIES***

THIS AGREEMENT, effective May 1, 2022 upon full execution by all parties, between:

Township of West Orange, as Licensor ("Township" or "Licensor")

and

The Montclair YMCA, as Licensee ("Montclair Y" or "Licensee")

WHEREAS, the Montclair Y runs a competitive swimming program in the summer and requires pool time for the same; and

WHEREAS, the Township owns a certain outdoor pool and surrounding facility in the Township located at 60½ Cherry Street, West Orange, New Jersey ("Pool Facility"); and

WHEREAS, the Montclair Y is desirous of using West Orange's outdoor swimming pool and changing room facilities for swim practices.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of May 1, 2022 ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees or Executive Director of Licensee and the required insurance certificate approved by the Township Attorney along with a Resolution evidencing approval by the Licensor's Township Council.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes the pool and locker rooms located at 60 ½ Cherry Street in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for four (4) months, beginning on May 1, 2021 through August 31, 2022. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion.

4. **Licensee's Use.** Licensee shall use the Premises for swim practices and not for any other use. The hours of use will be 6:00 a.m. until approximately 7:45 a.m. Monday, Wednesday, Thursday, Friday beginning no earlier than May 1, 2022 and ending no later than August 31, 2022. Assigned days and hours are subject to change during the period of this agreement if West Orange activities mandate such change. In the event of a conflict with a Township activity where pool and changing room use is required, the Township shall contact the Senior Aquatics Director of the Montclair Y and

notify the Licensee of the unavailability of the premises as soon as the conflict is evident. No alternate arrangements need be made.

5. **Fee and Insurance.** A fee shall be payable in the amount of \$65.00 per hour of actual use. If the Township is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The Montclair Y shall carry liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The Montclair Y shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Montclair Y represents that all participants and staff have additional medical insurance and emergency room coverage under a policy provided through United States Swimming (liability amount of \$10,000,000.00) and will provide a copy of that documentation included with this signed agreement. The policy expiration dates shall be no earlier than August 31, 2022.

6. **Indemnification.** Licensee shall indemnify and hold harmless Licensor including attorney's fees and expenses from any claims arising from Licensee's use of the Premises.

7. **Usage.** Licensee shall comply with all state and local laws, regulations, codes and ordinances. In addition, Licensee shall comply with all Township pool rules as shall be promulgated from time to time by the Township. Licensee hereby acknowledges receipt and full understanding of all current pool rules.

8. **Hours of Licensee Use.** Licensee shall be permitted to use the Premises during the hours of 6:00 a.m. until 7:45 a.m. Monday, Wednesday, Thursday, Friday during the term set forth above. Any other hours of use shall be subject to prior written request and approval by the Township in its sole discretion. Licensee may not use the Premises at any time without the Licensor's authorized representative present.

9. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Township's fire or public liability insurance.

10. **Staffing/Supervision & Safety:** Licensee shall provide a certified swim coach (USAS) for all competitive swimming activities and shall also provide a certified pool manager (CPO) to properly open the pool and assure its safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to West Orange in writing, shall provide the Township with a written incident report, and shall fully cooperate with the Township in all regards. The Licensee shall assume all liabilities of injuries resulting from swim team related activities. All of Licensee's

employees, agents and representatives shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.

11. **Lifeguard:** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard and shall reimburse West Orange for the utilization of a West Orange staff lifeguard.

12. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.

13. **Improvements.** Licensee shall not cause any improvements, renovations or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder.

14. **Abandoned Property.** All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Township.

15. **Payment.** An initial payment of \$2,000 shall be due to the Township by no later than May 1, 2022. The remaining balance, the amount of which will be presented to the Licensee by the Township by no later than September 15, 2022, shall be due to the Township by no later than October 15, 2022.

16. **Services.** The Township shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

17. **Damage to Building.** If the Premises are damaged by fire or any other cause, then Township may, give Licensee notice of election to terminate this Agreement.

18. **Township May Terminate.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on written notice to Licensee terminate this Agreement.

19. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

20. **Township's Right to Inspect Premises.** Township may enter the Premises at any time without notice to Licensee to inspect the premises or make those repairs, replacements, and additions to the Premises as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

21. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction.

22. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the Premises.

23. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

24. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

25. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

26. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

27. **No Assignment.** The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.

28. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns.

29. **Entire Agreement:** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

MONTCLAIR YMCA

Dated: _____

Signed: _____

TOWNSHIP OF WEST ORANGE

Dated: _____

Signed: _____

***LICENSE AGREEMENT FOR
LIMITED USE OF POOL FACILITIES***

THIS AGREEMENT, effective May 1, 2022 upon full execution by all parties, between:

Township of West Orange, as Licensor ("Township" or "Licensor")

and

The Montclair YMCA, as Licensee ("Montclair Y" or "Licensee")

WHEREAS, the Montclair Y runs a competitive swimming program in the summer and requires pool time for the same; and

WHEREAS, the Township owns a certain outdoor pool and surrounding facility in the Township located at 60½ Cherry Street, West Orange, New Jersey ("Pool Facility"); and

WHEREAS, the Montclair Y is desirous of using West Orange's outdoor swimming pool and changing room facilities for swim practices.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of May 1, 2022 ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees or Executive Director of Licensee and the required insurance certificate approved by the Township Attorney along with a Resolution evidencing approval by the Licensor's Township Council.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes the pool and locker rooms located at 60 ½ Cherry Street in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for four (4) months, beginning on May 1, 2021 through August 31, 2022. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion.

4. **Licensee's Use.** Licensee shall use the Premises for swim practices and not for any other use. The hours of use will be 6:00 a.m. until approximately 7:45 a.m. Monday, Wednesday, Thursday, Friday beginning no earlier than May 1, 2022 and ending no later than August 31, 2022. Assigned days and hours are subject to change during the period of this agreement if West Orange activities mandate such change. In the event of a conflict with a Township activity where pool and changing room use is

required, the Township shall contact the Senior Aquatics Director of the Montclair Y and notify the Licensee of the unavailability of the premises as soon as the conflict is evident. No alternate arrangements need be made.

5. **Fee and Insurance.** A fee shall be payable in the amount of \$65.00 per hour of actual use. If the Township is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The Montclair Y shall carry liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The Montclair Y shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Montclair Y represents that all participants and staff have additional medical insurance and emergency room coverage under a policy provided through United States Swimming (liability amount of \$10,000,000.00) and will provide a copy of that documentation included with this signed agreement. The policy expiration dates shall be no earlier than August 31, 2022.

6. **Indemnification.** Licensee shall indemnify and hold harmless Licensor including attorney's fees and expenses from any claims arising from Licensee's use of the Premises.

7. **Usage.** Licensee shall comply with all state and local laws, regulations, codes and ordinances. In addition, Licensee shall comply with all Township pool rules as shall be promulgated from time to time by the Township. Licensee hereby acknowledges receipt and full understanding of all current pool rules.

8. **Hours of Licensee Use.** Licensee shall be permitted to use the Premises during the hours of 6:00 a.m. until 7:45 a.m. Monday, Wednesday, Thursday, Friday during the term set forth above. Any other hours of use shall be subject to prior written request and approval by the Township in its sole discretion. Licensee may not use the Premises at any time without the Licensor's authorized representative present.

9. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Township's fire or public liability insurance.

10. **Staffing/Supervision & Safety:** Licensee shall provide a certified swim coach (USAS) for all competitive swimming activities and shall also provide a certified pool manager (CPO) to properly open the pool and assure its safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to West Orange in writing, shall provide the Township with a written incident report, and shall fully cooperate with the Township in all regards. The Licensee shall assume all liabilities of injuries resulting from swim team related activities. All of Licensee's

employees, agents and representatives shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.

11. **Lifeguard:** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard and shall reimburse West Orange for the utilization of a West Orange staff lifeguard.

12. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.

13. **Improvements.** Licensee shall not cause any improvements, renovations or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder.

14. **Abandoned Property.** All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Township.

15. **Payment.** An initial payment of \$2,000 shall be due to the Township by no later than May 1, 2022. The remaining balance, the amount of which will be presented to the Licensee by the Township by no later than September 15, 2022, shall be due to the Township by no later than October 15, 2022.

16. **Services.** The Township shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

17. **Damage to Building.** If the Premises are damaged by fire or any other cause, then Township may, give Licensee notice of election to terminate this Agreement.

18. **Township May Terminate.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on written notice to Licensee terminate this Agreement.

19. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

20. **Township's Right to Inspect Premises.** Township may enter the Premises at any time without notice to Licensee to inspect the premises or make those repairs, replacements, and additions to the Premises as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

21. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction.

22. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the Premises.

23. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

24. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

25. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

26. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

27. **No Assignment.** The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.

28. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns.

29. **Entire Agreement:** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

MONTCLAIR YMCA

Dated: _____

Signed: _____

TOWNSHIP OF WEST ORANGE

Dated: _____

Signed: _____

Robert D. Parisi, Mayor

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO CANCEL
SEWER CHARGES TO THE LISTED TAXPAYERS PURSUANT TO
EASEMENT AND RIGHT OF WAY AGREEMENT BETWEEN THE
COUNTY OF ESSEX AND THE TOWNSHIP OF WEST ORANGE

WHEREAS, the Township of West Orange entered into an agreement with the County of Essex for easements and necessary right of ways for the construction of a sanitary sewer in South Mountain Reservation.

WHEREAS, such agreement provided for the County's annual sewer charge be off set.
NOW, THEREFORE, BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and the Treasurer of West Orange, be, and they are hereby authorized, empowered and directed to cancel the charges due the Township from the taxpayer for the year 2022.

Block	Lot	Name & Address	Amount
157.01	11	County of Essex Mt. Pleasant Avenue	\$ 1,400.00
163	13	County of Essex Northfield Avenue	\$ 8,750.00
Total			\$10,150.00

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

Susan McCartney
Council President

Adopted: March 15, 2022

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the first quarter 2022 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2022 taxes.

Block	Lot	Name & Address	Amount
100	5	Nationstar%Lereta Attn: Refund Department PO Box 35605 Dallas, TX 75235	\$12,086.00
166.04	5.01	Amrock, LLC 662 Woodward Ave 12 Floor West Detroit, MI 48226	\$4,060.22
TOTAL:			\$16,146.22

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

Susan McCartney
Council President

Adopted: March 15, 2022

I hereby certify funds are available from: _____
Account No./Amount

John Gross, Chief Financial Officer

RESOLUTION AUTHORIZING THE DISPOSAL OF EQUIPMENT

WHEREAS, the Fire Official has advised the Purchasing Agent that there is unsafe and obsolete equipment that is no longer needed for public use which has surpass its useful life expectancy.

WHEREAS, N.J.S.A. 40A:11-36 authorizes the disposition of personal property not needed for public use without public sale when the fair value of the property is less than \$6600.00 (15 percent of the bid threshold); and

WHEREAS, the equipment set forth on the attached Exhibit "A", have a value of less than \$6600.00; and

WHEREAS, it is in the best interest of the Township to dispose of equipment as they have not passed the minimum testing standards, and cannot be repaired. NFPA states if the hose cannot be repaired, the hose needs to be condemned; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of West Orange, in the County of Essex, New Jersey that the obsolete equipment referenced by the Fire Official which is no longer needed for public use by the Township shall be disposed of according to the manner as prescribed by law.

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

Susan McCartney, Council

Adopted : March 15, 2022

“EXHIBIT A”

Yellow Rubber 1 3/4 inch	Red Rubber 2.5 inch	Red Cloth 2.5 inch
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Out of Service		Out of Service		Out of Service	
001		1-300		312	
002		1-301		313	
003		1-302		318	
004					
005					
006					
007					
008					
009					
010					
011					
012					
013					
014					
015					
016					
017					
018					
019					
020					
021					
022					
023					
024					
025					
026					
027					
028					
029					
030					

Various 1 3/4 inch cloth

Out of Service	
73	
100	
101	
102	
103	
104	
105	
106	
107	
108	
109	
02-28	
28-06	
14-38	
85-15	
82-6	
85-9	

5 Inch	Pony Length	Yellow Rubber 3 Inch
502	500-1	11 - 91
503	500-2	90-76
504	500-3	00-6
505	500-4	WOFD-01
506	500-5	90-2
507		90-3
508		90-13
509		90-22
510		90-53
511		
512		
513		
514		
515		
516		
02 - 1		
02 - 9		
017		
43		
82 - 01		
82 - 12		
86 - 6		
86 - 11		
90 - 2		
58 - 10		

**RESOLUTION AUTHORIZING REMEDIAL INVESTIGATION
ACTIVITIES AND REPORTING TO THE PHASE II
ENVIRONMENTAL SITE ASSESSMENT FOR
PROPERTIES IN THE DOWNTOWN**

WHEREAS, on or about June 1, 2018, the Township of West Orange (the “Township”) entered into an Amended and Restated Redevelopment Agreement (the “Redevelopment Agreement”) with PRISM Green Associates IV, LLC (“Prism”) governing the terms and conditions for the Downtown Redevelopment consistent with the Redevelopment Plan for the Downtown Redevelopment; and

WHEREAS, on May 25, 2021, the Township declared default under the Redevelopment Agreement which lead to Prism’s filing of a lawsuit in the Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-5706-21 (the “Lawsuit”); and

WHEREAS, on September 14, 2021, the Council approved a settlement agreement between Prism and the Township to resolve the Lawsuit whereby the Township’s acquired certain properties (the “Properties”); and

WHEREAS, the closing of the Properties occurred on February 28, 2022 and the Township now holds title to these Properties; and

WHEREAS, the Township required the performance of various environmental review, evaluation Site Assessments for the Properties as part of the due diligence to acquire the Properties; and

WHEREAS, the redevelopment plan has been amended; and

WHEREAS, the Township owns 25 Lakeside Avenue, Block 115, Lot 16 which is the subject of various outstanding environmental issues (“DPW Site”); and

WHEREAS, the Township requires the performance of Remedial Investigation Activities and Reporting for and 25 Lakeside Avenue, Block 115, Lot 16 and 55 Lakeside Avenue, Block 115, Lots 15 and 17; and

WHEREAS, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. with offices at 26 Columbia Turnpike, Florham Park, New Jersey 07932 (“Matrix”) provided the Township a proposal to perform the Remedial Investigation Activities and Reporting concerning 55 Lakeside Avenue and 25 Lakeside Avenue annexed hereto as Exhibit “A” (the “Proposal”); and

WHEREAS, the Proposal provides that Matrix will perform the Remedial Investigation Activities and Reporting for a total of \$388,690.00.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township authorizes the retention of Matrix for the Remedial Investigation Activities and Reporting for 55 Lakeside Avenue and 25 Lakeside Avenue pursuant to the Proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED, that Mayor Robert D. Parisi is hereby authorized to execute the agreement and any related document required to effectuate the retention of Matrix consistent with the Proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

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

Susan McCartney
Council President

Dated:

Adopted:

I hereby certify funds are available from:

Account No.

John O. Gross, CFO

Via Email

March 7, 2022

Mr. John Gross
Township of West Orange
66 Main Street
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
REMEDIAL INVESTIGATION ACTIVITIES AND REPORTING
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
WEST ORANGE, NEW JERSEY**

**25 LAKESIDE AVENUE
BLOCK 115, LOT 16
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Dear Mr. Gross:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete the Remedial Investigation (RI) Activities for the Former Barton Press property, located at 55 Lakeside Avenue (Block 115, Lots 15 and 17) in the Township of West Orange (Township), New Jersey (Site).

In addition, Matrix is pleased to provide this proposal to complete the Preliminary Assessment (PA) and Site Investigation (SI) Activities for the Township of West Orange Department of Public Works (DPW) property, located at 25 Lakeside Avenue (Block 115, Lot 16) in the Township of West Orange, New Jersey (Site – DPW). The objective of the PA/SI is to identify potential areas of concern (AOCs) and perform preliminary site investigation activities for each AOC where warranted, so that an effective evaluation of redevelopment options may be completed.

The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26C, and applicable New Jersey Department of Environmental Protection (NJDEP) Guidance Documents.

The scope of work presented herein is in addition to the Limited Phase II Environmental Site Assessment (ESA) investigations presented in the December 7, 2021 proposal and approved by the Township at the December 14, 2021 Council Meeting. In addition, the scope of work below does not include costs for any waste classification soil sampling or removal of the stockpiled soils. These costs are included in the Stockpile Soil Disposal proposal presented to the Township on February 23, 2022.

The scope of work presented herein represents the foreseeable next steps in the RI process for the Former Barton Press Site and the foreseeable next steps in the SI process for the DPW. Following implementation of this proposal and dependent on the results of samples collected, it is possible that additional work may be required to complete the RI for the Former Barton Press Site or DPW Site. If additional work is required to complete the RI, additional proposal(s) will be prepared for approval as necessary.

SCOPE OF WORK

The scope of services and associated fees are described in detail below.

TASK 1: LSRP OVERSIGHT AND PROJECT MANAGEMENT

In accordance with the SRRA, ARRCs, and the TRSR, Matrix will submit the Licensed Site Remediation Professional (LSRP) Retention Form via the NJDEP Online Portal. In accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. Matrix will post a Public Notification sign and submit a revised public notification form to the NJDEP.

In accordance with the NJDEP SRRA, the ARRCs, and the TRSR, the retained Matrix LSRP will oversee the investigation activities outlined herein. This task includes project management, NJDEP correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team.

This task will also include the completion of the Annual Remediation Cost Review and Remediation Funding Source Form.

TASK 2: REMEDIAL INVESTIGATION ACTIVITIESReview of Available Documentation

In preparing this proposal, Matrix reviewed files documenting prior environmental investigations conducted to date at the Site. Matrix utilized these documents in order to determine the next phase of work at the Site.

Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)

The QAPP and HASP will be completed prior to the commencement of the RI field activities. The QAPP will be prepared in accordance with requirements in the TRSR and following the NJDEP Quality Assurance Project Plan Technical Guidance. The site-specific HASP will be prepared in accordance with 29 CFR Parts 1910 and 1926 of the Federal Occupational Safety and Health Administration (OSHA) regulations.

Due to safety concerns (i.e., mold and no power) associated with the interior portion of the building on the Site, Matrix will take special precautions when entering the building. These precautions will include half face respirators, battery powered and generator powered lighted, opening as many doors as possible, and the buddy system. These precautions will accrue some additional costs and are included in this proposal.

Off-Site Property Access Letters, if required

Off-site property access will be required to complete the remedial investigations for the Site. Matrix will prepare required access documents in order to conduct the scope of work. This task includes time for Matrix to complete the necessary communications with the property owners. It is noted that this task does not include efforts to support filing in the Superior Court of NJ if the access requests are not granted by the off-site property owners.

Soil Boring Installation

The September 2009 Site Investigation & Remedial Investigation Report, prepared by Environmental Compliance, Inc. (ECI) identified eight contaminated AOCs within the existing building footprint that required delineation. At the time, Woodard and Curran did not collect delineation samples at any of the AOCs located within the building due to mold and poor structural integrity, therefore these eight interior AOCs require additional delineation. Several delineation samples were collected by Woodard & Curran in May 2020 at select AOCs outside the building footprint. However, there were at least five instances in which the soil sample analytical result was above the NJDEP Soil Remediation Standards, therefore requiring additional sampling.

The purpose of the soil investigation is to delineate the horizontal and vertical extent of previously identified contaminant exceedances in soil. The RI will include the installation soil borings to a depth of approximately 20 feet below ground surface (ft bgs) with soil samples collected at multiple depth intervals from the soil borings, if required. The soil samples will be analyzed for either Target Compound List Volatile Organic Compounds plus a Forward Library Search (TCL VOC+15), Semi-Volatile Organic Compounds (TCL SVOC+15), Polychlorinated biphenyls (PCBs), or Target Analyte List Metals (TAL Metals), as required. For

QA/QC purposes, one field blank per field day, and one trip blank per mobilization will also be collected. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Projected costs include up to three two-day mobilizations for soil investigations.

Interior Soil Sampling

Interior soil samples will be collected to assess the potential impacts from any interior AOCs including AOC-1A and AOC-1B – Former ASTs, AOC-2A, AOC-2B, AOC-2C, AOC-2D, and AOC-2E – Former USTs, AOC-4 – Chemical Storage, AOC-15A – Former Scale, AOC-15B – Solvent Storage, AOC-15D – Former Machine Area, AOC-15E – Komori Press, AOC-24 – Hazardous Material Storage and Handling Area, and AOC-25 – Chemical Storage Cabinets. Up to sixteen interior soil samples will be collected from beneath the building slab and analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 2 and Target Compound List Volatile Organic Compounds plus a Forward Library Search and Target Analyte List plus a Forward Library Search (TCL/TAL+30). All interior soil samples will be biased to any evidence of staining on the concrete, floor drains, sanitary sewer, or interior AOCs. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Projected costs include one two-day mobilization for interior soil investigations.

Groundwater Investigation

Based on the groundwater sampling activities to date, chlorinated VOCs (CVOCs specifically Trichloroethene [TCE]), Polycyclic Aromatic Hydrocarbons (PAHs) and metals were identified at concentrations above the NJDEP's Groundwater Quality Standards (GWQS). TCE has also been identified in soils across the Site above the NJDEP Soil Remediation Standard for the Migration to Groundwater Exposure Pathway (MGW). Importantly, the current placement of monitoring wells does not sufficiently monitor groundwater impacts from several of the undelineated AOCs. Finally, the September 2009 Site Investigation & Remedial Investigation Report, prepared by ECI, completed deeper temporary well points adjacent to the shallow monitoring wells which identified concentrations of TCE higher than the adjacent monitoring well indicating a potential diving plume. The horizontal extent and the vertical extent of the groundwater plume is unknown; therefore, as part of the RI it is anticipated that additional groundwater monitoring wells will be installed, and additional groundwater samples will be collected to further define the horizontal and vertical extent of ground water contamination.

This task anticipates the installation of up to three shallow overburden monitoring wells and up to five deep overburden monitoring wells. Following the monitoring well installation, these monitoring wells will be subsequently developed using a submersible pump and surveyed by a New Jersey licensed surveyor. All monitoring wells will be gauged, and up to three additional rounds of groundwater sampling will be completed. The groundwater samples will be collected from the monitoring wells (up to 13 wells per sampling event) via low flow sampling technique. The groundwater samples will be analyzed for TCL VOC+15. In addition, PAHs and Metals will be collected from one of the rounds of groundwater samples from the monitoring wells. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, and one trip blank will also be collected. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

Following the conclusion of the installation of the additional monitoring wells, Matrix will arrange for the disposal of the non-hazardous investigative derived waste (IDW), up to 32 55-gallon drums. The IDW will consist of soil cuttings and monitoring well purge water generated during well development and groundwater sampling activities.

In addition, Matrix will oversee the repair of up to three monitoring wells. During the December 2021 site inspection, one monitoring well (MW-4) was observed to be damaged (manhole cover damage/missing). During the new monitoring well installation, the NJDEP licensed well driller will repair and/or replace the damaged manhole covers of the monitoring well. Following the completion of the monitoring well repair, the monitoring wells will be surveyed by a licensed surveyor as noted above.

Vapor Intrusion Investigation, if required

Based on the results of groundwater sampling, vapor intrusion sampling maybe required at occupied structures within 100 feet of the CVOC contamination that is above the NJDEP's Vapor Intrusion Groundwater Screening Levels (VIGWSL). Therefore, during the RI activities, Matrix will complete vapor intrusion sampling at up to four off-site properties, if required.

Before sampling, Matrix will complete an access agreement with the property owner. Matrix will also conduct a building survey and complete the applicable sections of the NJDEP Building Survey and Sampling Form. A total of three indoor air samples and one background (ambient) air sample will be collected per property. The samples will be submitted to the laboratory on hold pending the results of the sub-slab sampling. If the sub-slab soil gas samples, which will be collected the following day, contain contaminant concentrations at levels exceeding the VIGWSL, the indoor air samples will be analyzed for VOC+15 and naphthalene using USEPA Method TO-15.

Following the completion of the indoor air sampling, sub-slab soil gas samples will be collected. Two or three sub-slab soil gas samples will be collected from each property, and the sub-slab air samples will be analyzed for VO+15 and naphthalene using USEPA Method TO-15. VI sampling activities are expected to be completed in 2 days, since the indoor air samples will be collected prior to the collection of the sub-slab soil gas samples. The indoor air samples are collected over a 24-hour sample period.

Following the completion of the VI investigation and receipt of analytical results, a VI Investigation Letter will be prepared. The report will summarize investigation activities, results, findings, conclusions, and recommendations for the property. A copy of the report will also be submitted to the NJDEP, tenants, property owner, West Orange Health Department, and the New Jersey Department of Health and Senior Services (if the indoor air samples are analyzed).

TASK 3: REMEDIAL INVESTIGATION REPORT AND REMEDIAL ACTION WORKPLAN PREPARATION AND SUBMITTAL

Following the receipt and evaluation of the soil, groundwater, and vapor intrusion data, a Remedial Investigation Report (RIR) and Remedial Action Workplan (RAW) and associated forms will be prepared and will summarize the results of the remedial investigation and proposed remedial action. The report will consist of figures, tables, conclusions, and recommendations. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Remedial Investigation Report/Remedial Action Workplan that will be submitted to NJDEP.

The following forms may be required during the RI/RAW:

- Case Inventory Document (CID)
- Authorization to Submit a Report Through NJDEP Online
- Cover/Certification Form
- CEA Fact Sheet
- Updated Receptor Evaluation including well search spreadsheet
- Alternative or New Remediation Standard and/or Screening Level Application Form including the Remediation Standard Notification Spreadsheet
- Full Laboratory Data Deliverables Form
- Monitoring Well Certification Form A – As-Built Certification
- Monitoring Well Certification Form B – Location Certification
- Site and Contact Information Update Form

TASK 4: PRELIMINARY ENGINEERING AND PROJECT DOCUMENTS REVIEW

If needed, Matrix will provide consultation with respect to the potential redevelopment of the Site. This scope may include, but is not limited to, review of the site's development constraints, review of proposed site design documents prepared by the site's developer, review of any proposed redevelopment ordinance/plan and attending meetings as necessary. Matrix will provide the above services on an as needed basis and therefore it is not possible to provide a lump sum fee for this item. It is proposed to invoice work under this item hourly with a limit provided below. If the limit is reached and additional work is still required, Matrix will

provide a separate proposal to cover the additional scope.

TASK 5: PRELIMINARY ASSESSMENT FOR 25 LAKESIDE AVENUE - DPW

Matrix will complete a PA for the DPW property in compliance with the requirements outlined in the NJDEP TRSR and Preliminary Assessment Guidance Document to identify potential AOCs. The NJDEP defines an environmental AOC as "any existing or former location where hazardous substances, hazardous wastes, or pollutants are or were known or suspected to have been discharged, generated, manufactured, refined, transported, stored, handled, treated, disposed, or where hazardous substances, hazardous wastes, or pollutants have or may have migrated". The TRSR (N.J.A.C. 7:26E-1.8) and the PA guidance document provides a list of potential types of AOCs, which may include storage tanks, sumps, dumpsters, drainage systems, transformers, spill areas, compressor vent discharges, boiler rooms, and hazardous material storage areas. The PA will include the completion of Site reconnaissance to gain an understanding of current site conditions, identify any potential AOCs, and visually inspect the building/structures and exterior areas. Matrix will review available plant and/or property files dealing with current and former environmental conditions and will submit an Open Public Record Act (OPRA) request. Matrix will evaluate past ownership, current and historical site usage, and improvements to the Site. The PA will also identify and review the results of any previous environmental investigations or remedial action which may have been performed on the Site, to determine the protectiveness of past remedies.

The PA Report (PAR) will be completed in conformance with NJDEP's Technical Requirements, summarizing the various investigations and presenting a general assessment of the site conditions. The PAR will contain all the information obtained from the historical data searches, regulatory file review, site inspection and contain recommendations for each AOC identified. Upon completion of the PAR, Matrix will submit a draft of the PAR including proposed SI activities, for review by the Township, before beginning the SI phase of work.

There will be no standalone submission of the PAR to NJDEP. The PA will be submitted to NJDEP with the Site Investigation Report (SIR).

This task will also include the submission of the LSRP Retention Form via the NJDEP Online Portal. In accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. Matrix will post a Public Notification sign and submit a revised public notification form to the NJDEP.

TASK 6: SITE INVESTIGATION (SI) ACTIVITIES FOR 25 LAKESIDE AVENUE - DPW

The objective of an SI is to evaluate potential environmental AOCs identified during the PA that may have impacted site soils and/or groundwater. The SI will include the following tasks:

Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)

A QAPP and HASP will be prepared prior to the commencement of the SI field activities. The QAPP will be prepared in accordance with requirements in the TRSR and following the NJDEP Quality Assurance Project Plan Technical Guidance. The site-specific HASP will be prepared in accordance with 29 CFR Parts 1910 and 1926 of the Federal OSHA regulations.

Geophysical Investigation

A non-intrusive geophysical subsurface investigation will be conducted using ground-penetrating radar (GPR), radio frequency, magnetic (MAG) and electromagnetic (EM) geophysical subsurface delineation techniques. The results of the geophysical investigation will be used to identify any previously unknown buried tanks, containers, vaults, and metallic anomalies, and to determine the location of soil borings.

Soil Boring Installation

To assess the potential impacts of the potential AOCs identified as part of the PA, the SI will include the installation of soil borings to a depth of approximately 20 feet below ground surface (ft., bgs) with soil samples collected at multiple depth intervals from the soil borings, if required. The samples will be analyzed for either TCL VOC+15, PAHs, TAL Metals, TCL/TAL+30 and/or EPH Category 1 or 2. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Projected costs include one two-day mobilization for the Site Investigation activities associated with the DPW Site.

Groundwater Investigation

Based on historic document review, petroleum and chlorinated VOC impacts to groundwater exist onsite. Matrix will collect a round of groundwater samples from the 10 on-site monitoring wells. The groundwater sampling will be completed via the low flow purge technique for TCL VOC+15 analysis. Based on mapped historic fill on the Site at least two of the monitoring wells will be analyzed for TCL/TAL+30. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, and one trip blank will also be collected. The groundwater samples and QA/QC samples will be analyzed for TCL VOC+15. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

In addition, Matrix will install up to five temporary well points to assess the potential impacts of the potential AOCs identified as part of the PA. One groundwater sample will be collected from each of the temporary well points and analyzed for either TCL VOC+15, PAHs, TAL Metals, and TCL/TAL+30. Appropriate QA/QC samples will also be collected. Samples will be submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. Analytical results will be compared to the NJDEP GWQS.

TASK 7: SITE INVESTIGATION REPORT FOR 25 LAKESIDE AVENUE - DPW

Following the receipt and evaluation of the soil and groundwater data, a SI Report and associated forms will be prepared and will summarize the results of the site investigation. The report will consist of figures, tables, conclusions, and recommendations. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Site Investigation Report that will be submitted to NJDEP.

The following forms may be required during the PA/SI:

- Case Inventory Document (CID)
- PA/SI Form
- Authorization to Submit a Report Through NJDEP Online
- Cover/Certification Form
- Updated Receptor Evaluation including well search spreadsheet
- Public Notification Form

COSTS

The following are the estimated costs for the tasks described herein to complete the foreseeable Remedial Investigation Activities for the former Barton Press Site and to complete the foreseeable Site Investigation Activities for the DPW Site. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – LSRP Services and Project Management

Labor	\$ 24,100.00
Total for Task 1	\$ 24,100.00

Task 2: Remedial Investigation Activities

Labor	\$ 58,310.00
Direct Expenses (Soil Investigation)	\$ 48,850.00
Direct Expenses (Interior Soil Investigation)	\$ 21,550.00
Direct Expenses (Groundwater Investigation)	\$ 72,880.00
Direct Expenses (Vapor Intrusion Investigation)	\$ 16,300.00
Total for Task 2	\$ 217,890.00

Task 3: Remedial Investigation Report Preparation and Submission

Labor	\$ 20,960.00
Direct Expenses	\$ 1,000.00
Total for Task 3.....	\$ 21,960.00

Task 4: Preliminary Engineering and Project Documents Review

Labor	\$ 10,000.00
Total for Task 4.....	\$ 10,000.00

Task 5: Preliminary Assessment for 25 Lakeside Avenue - DPW

Labor	\$ 9,770.00
Direct Expenses (EDR, File Review)	\$ 2,450.00
Total for Task 5.....	\$ 12,220.00

Task 6: Site Investigation Activities for 25 Lakeside Avenue - DPW

Labor	\$ 20,840.00
Direct Expenses (Soil Investigation, Groundwater Investigation, GPR)	\$ 64,120.00
Total for Task 6.....	\$ 84,960.00

Task 7: Site Investigation Report for 25 Lakeside Avenue - DPW

Labor	\$ 16,880.00
Direct Expenses	\$ 680.00
Total for Task 7.....	\$ 17,560.00

Total Estimated Costs \$ 388,690.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Access will be provided to on-site sample locations;
- All field work will be completed in Level D personal protective equipment;
- All samples will be analyzed on a standard turnaround time basis, unless otherwise noted;
- All investigation derived waste will be disposed of as non-hazardous waste;
- No additional assessment or investigation activities or LSRP documents beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- Costs exclude any NJDEP inspections;
- Costs do not include any additional NJDEP notification or reporting fees;
- Costs do not include the limited Phase II Environmental Site Assessment investigations;
- Costs do not include any waste classification soil sampling or disposal of the stockpiled soils; and
- All external costs will be charged at cost plus 15%.

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any

third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,

Allison Molnar

Allison Molnar
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions
Special Provisions - LSRP

ATTACHMENT 1
TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to the Agreement.

ATTACHMENT 2
SPECIAL PROVISIONS - LSRP

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.

- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.

- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.

1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

March 15, 2022

RESOLUTION

WHEREAS, the Township of West Orange proposes 2020 Community Development Block Grant (CDBG) project for improvements of Mitchell Street – from Valley Road to the Limits with the City of Orange; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated February 11, 2022 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from six professional engineering and land surveying firms; and

WHEREAS, Greenman - Pedersen, Inc., responded to the Request for Proposal; and

WHEREAS, Greenman – Pedersen, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated March 8, 2022 the Township Engineer recommended a professional services contract be awarded to Greenman – Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ for a complete bid package including design plans, specifications and bid documents; and

WHEREAS, Greenman - Pedersen, Inc. responded to the Township's Request for Qualifications for Professional Services for 2022; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Greenman – Pedersen Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman - Pedersen, Inc. to provide professional engineering services for the 2020 Community Development Block Grant Project for Mitchell Street – from Valley Road to the Limits with the City of Orange in the amount of \$16,800.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen Carnevale, Municipal Clerk

Susan McCartney, Council President

I hereby certify funds are available from:

ACCOUNT NO.
03-2610-20-0500-110
\$16,800.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

March 8, 2022

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

RE: **AWARD OF PROFESSIONAL SERVICES CONTRACT**
2020 COMMUNITY DEVELOPMENT BLOCK GRANT
MITCHELL STREET – FROM VALLEY ROAD TO
THE LIMITS WITH THE CITY OF ORANGE

Mayor Parisi, Council President McCartney and Council Members,

On Monday, March 7, 2022 the Township received three responses to the Request for Proposals issued February 11, 2022 for Civil and Engineering and Land Surveying Services for the 2020 Community Development Block Grant Project for Mitchell Street – from Valley Road to the Limits with the City of Orange.

A summary of the responses for the project is as follows:

- | | |
|--|-------------|
| 1. Greenman – Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950 | \$16,800.00 |
| 2. CME Associates
1460 Route 9 South
Howell, NJ 07731 | \$22,000.00 |
| 3. Suburban Consulting Engineers, Inc.
96 US Highway 206, Suite 101
Flanders, NJ 07836 | \$26,150.00 |

- | | |
|---|-------------|
| 4. Crew Engineers, Inc
1250 Route 23 North
Butler, NJ 07405 | NO RESPONSE |
| 5. T&M Associates
1455 Broad Street
Bloomfield, NJ 07003 | NO RESPONSE |
| 6. Colliers Engineering and Design
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856 | NO RESPONSE |

Based on my review of the responses from the three firms, I recommend you award a Professional Services Contract to Greenman – Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950. Greenman – Pedersen, Inc. responded to the Townships RFQ for 2022 for Professional Services.

Attached, is a Resolution awarding Professional Services Contracts to Greenman – Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ in the amount of \$16,800.00 for services described in their proposal dated February 22, 2022.

Please contact me if you have any questions. Copies of the RFP and a copy of the response are enclosed.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Andrew Cangiano, Greenman – Pedersen, Inc.



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

ROBERT PARISI
MAYOR

LEONARD R. LEPORE
Municipal Engineer
Director of Public Works

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

February 11, 2022

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

RE: **REQUEST FOR PROPOSALS**
2020 COMMUNITY DEVELOPMENT BLOCK GRANTS
MITCHELL STREET — FROM VALLEY ROAD TO THE
LIMITS WITH THE CITY OF ORANGE

Dear Mr. Cangiano,

The Engineering Division of the Department of Public Works for the Township of West Orange requests proposals from firms providing both Civil and Engineering and Land Surveying Services, which are capable of preparing the necessary improvement plans, specifications and bid documents for the following Community Development Block Grant (CDBG) project for 2020:

1. Mitchell Street, From Valley Road to the limit with the City of Orange
 - A. Curb and sidewalk replacement;
 - B. New two (2) foot brick strip between curb and sidewalk as necessary;
 - C. Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service;
 - D. Pavement milling and pavement resurfacing
 - E. Pavement striping

AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org

F. New traffic signs and shade trees as necessary

Key Map and Tax Map of the street and project are enclosed.

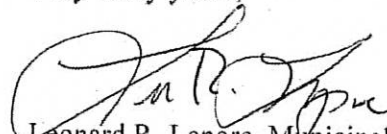
The cost of services shall be for a complete design and bid package including cost estimates, plans, specifications and bid documents (twenty copies) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids by Summer 2022 with construction in Summer and Fall 2022. Proposals shall be submitted in writing on or before 10:00 A.M. Monday, March 7, 2022 to the Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

Since funding is provided by the Community Development Block program of the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development, the bid documents must be approved by the County and comply and include the latest Meeting Federal Labor Standards for CDBG Funded Projects, a copy of the contract or contracts between the County and Township and Federal and State Wage Rates.

A separate proposal for construction inspection and certificates of completion should also be included if available from your firm.

Very Truly yours,



Leonard R. Lepore, Municipal Engineer
Director of Public Works

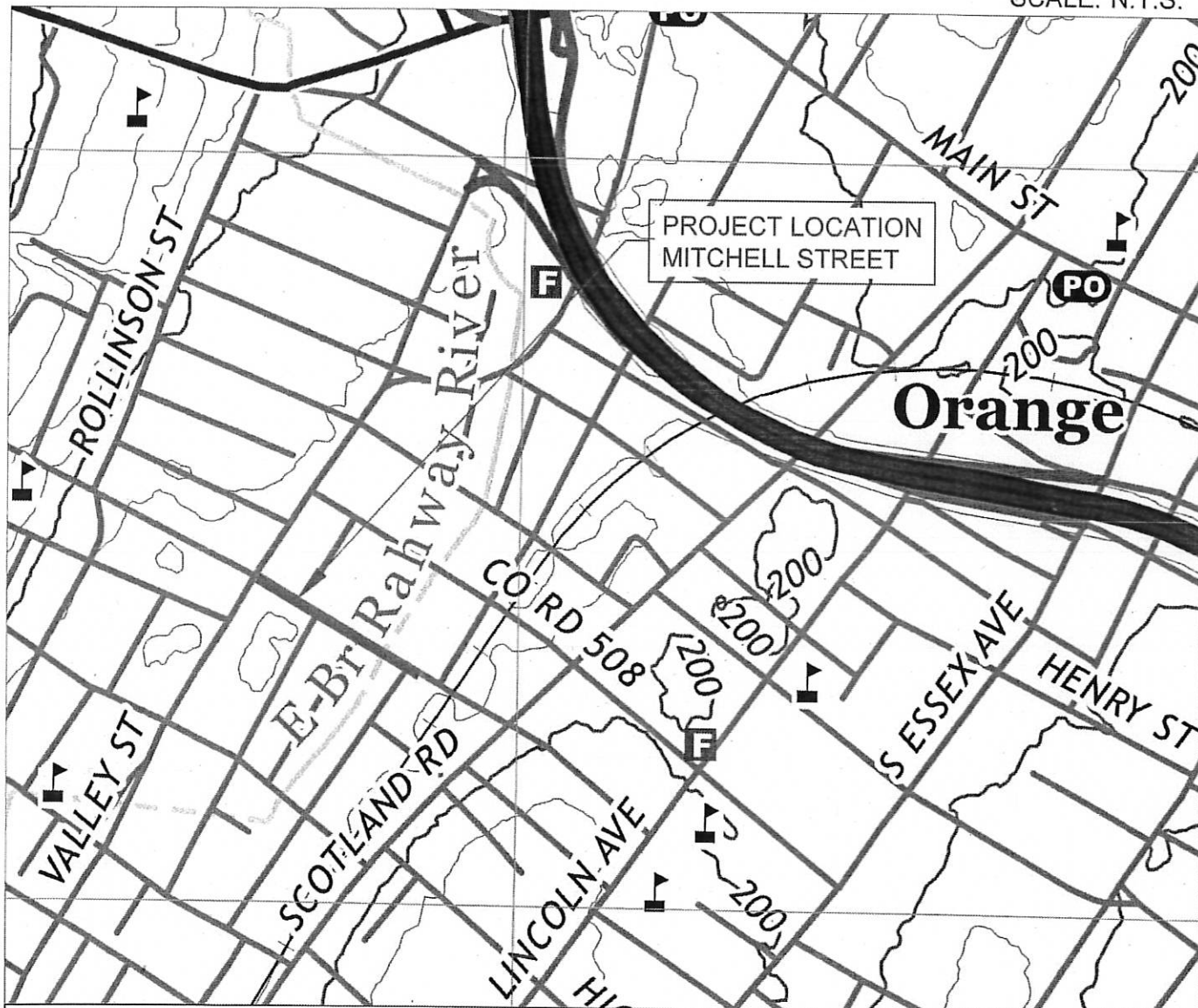
LRL/zc

ORANGE USGS QUAD MAP

2020 CDBG APPLICATION

MITCHELL STREET FROM VALLEY ROAD TO
THE LIMITS WITH THE CITY OF ORANGE

SCALE: N.T.S.



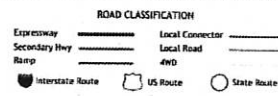
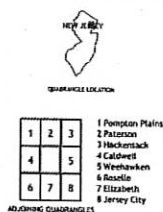
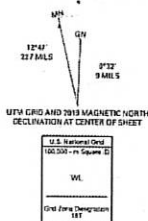
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map
US Topo

ORANGE QUADRANGLE
NEW JERSEY
7.5-MINUTE SERIES

Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84), Projection and
1 000-meter grid/Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be
generalized for this map scale. Private land within government
reservations may not be shown. Obtain permission before
entering private lands.

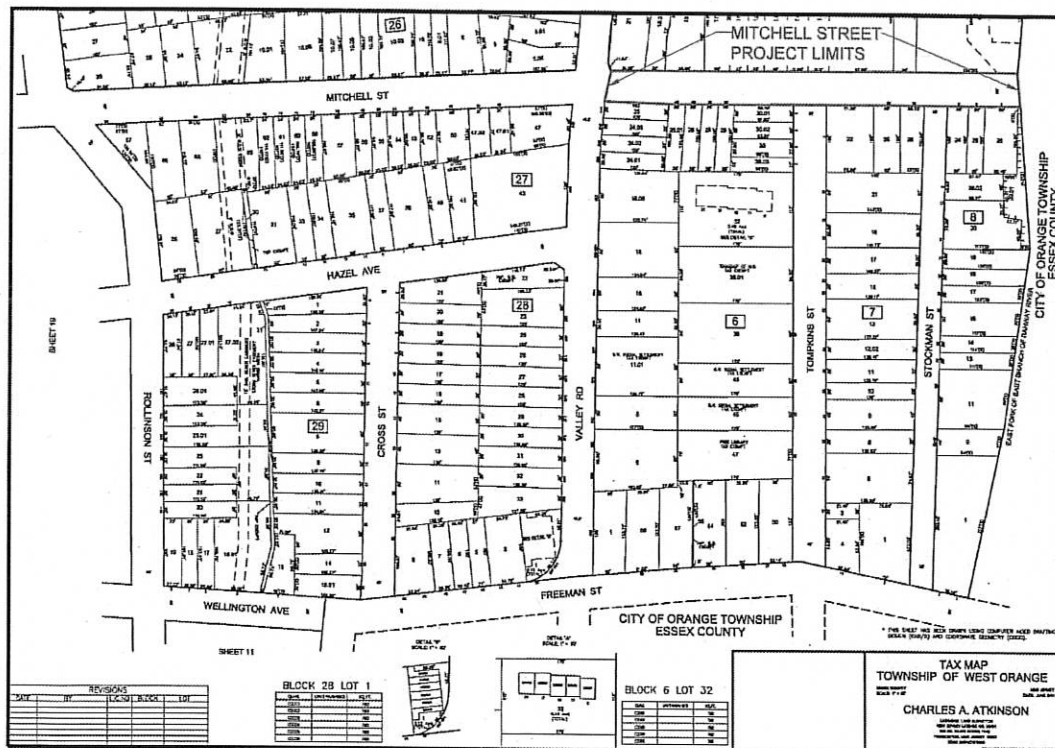
Boundary.....HARP, July 2015 - September 2015
Roads.....U.S. Census Bureau, 2010
Name.....GNS, 1979 - 2019
Hydrography.....National Hydrography Dataset, 2002
Contour.....National Elevation Dataset, 2011
Boundary.....Multiple sources; see metadata file 2017 - 2018
Wetlands.....FWS National Wetlands Inventory 2007 - 2011



ORANGE, NJ
2019

TAX MAP

MITCHELL STREET



PROPOSAL FOR PROFESSIONAL ENGINEERING & SURVEYING SERVICES

2020 COMMUNITY DEVELOPMENT BLOCK GRANTS

Mitchell Street
From Valley Road to the
Limits with the City of Orange

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NJ

March 7, 2022



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

TABLE OF CONTENTS

Statement of Interest

Section 1 - Scope of Services / Fee Schedule

Section 2 - Personnel Assignments

Section 3 - Project Schedule

Section 4 - Sample Insurance Certificate



March 7, 2022

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
2020 Community Development Block Grants
➤ Mitchell Street – Valley Road to the Limits with the City of Orange

Dear Mr. Lepore:

Greenman-Pedersen, Inc. is interested in performing Professional Engineering and Surveying Services, and is available to provide Construction Inspection services, all as outlined in your February 11, 2022 Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project, while considering budget constraints.

We understand that the project is financed with Community Development Block Grant (CDBG) monies and that the bid documents will require approval by Essex County. We are quite familiar with this process, having performed other CDBG projects in the past.

We understand the Township intends to advertise for bids on this project by Summer 2022 with construction in Summer and Fall 2022. We will work with you to achieve this goal.

Our December 21, 2021 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated March 7, 2022.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,

Andrew Cangiano, PE, CME
Director of Engineering - Morris Plains Office

AC/rem

c:\users\rmartinell\appdata\local\microsoft\windows\inetcache\content.outlook\gl6t71wr\2021 cdbg mitchell.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **Mitchell Street Improvements**. Throughout the firm's 56-year history, we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include a complete design and bid package including cost estimates, plans and specifications (twenty copies each) for bidding purposes.

We have reviewed the proposed tasks contained in the RFP and we believe we have a clear understanding of the following goals of this project:

- A. Curb and sidewalk replacement.
- B. New (2) foot brick strip between curb and sidewalk as necessary.
- C. Decorative street lighting through PSE&G for which Consultant is responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service.
- D. Pavement milling and pavement resurfacing.
- E. Pavement striping.
- F. New traffic signs and shade trees as necessary.

The total length of the project is as follows:

- Mitchell Street, from Valley Road to the Township Limit – approximately 610 linear feet

DESIGN SERVICES

A. Topographic Survey and Base Mapping

GPI will provide a topographic field survey and base mapping suitable for the proposed improvements, which will include, but will not be limited to, the following items:

1. Establishment of centerline of existing street.
2. Topographic survey of all trees, shrubs, walls, driveways, walks, steps, and other existing features within the ROW and farther where necessary to the proposed improvements.
3. Right of way will be shown from available Township Tax Map information.

B. Design and Bid Documents

1. Before commencing the design, we will meet with you to review the specific requirements. We will coordinate our efforts with your Department throughout the project.
2. We will prepare engineering plans at an anticipated scale of 1" = 20' utilizing the base mapping prepared under Task A.
3. We will coordinate with PSEG and the Township for decorative street lights. Required information for light pole footings, conduit and junction boxes will be included in the plans and specifications for contractor installation. Light poles and fixtures will be provided and installed by PSEG, electric service and electrical design will be by PSEG.
4. All design criteria will comply with the current NJDOT and MUTCD specifications.
5. We will prepare a complete set of specifications.
6. A final Engineer's Estimate of Construction will also be prepared.
7. Plans and specifications will meet CDBG requirements and we will submit to Essex County CDBG Program for review.
8. We will prepare and submit twenty (20) sets of Contract Documents for public bidding.

FEE SCHEDULE

Our fee for the tasks outlined above is:

<u>Survey Fee</u>	<u>Design Fee</u>	<u>Total Fee</u>
\$4,000.00	\$12,800.00	\$16,800.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

The time required to perform construction inspection services is a function of established contract duration(s), contractor's schedule, and the Township's need for part-time or full-time inspection. We will provide construction inspection services to fit with the Township's needs. The services will be provided on an hourly basis.

Our fee for the above referenced services is as follows:

Construction Inspection Services	\$ 95.00/hr.
Construction Inspection Overtime Rate	\$142.50/hr.
Construction Administration	\$150.00/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 21, 2021, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$ 165.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 150.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 145.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 95.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 160.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 120.00
SURVEYING TECHNICIAN	\$ 80.00
PARTY CHIEF	\$ 95.00
INSTRUMENT PERSON	\$ 80.00
TECHNICAL TYPIST	\$ 60.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering and Surveying Departments.

Muhammed S. Assal, PE, CME, Project Manager, will be responsible for the overall design, contract adherence, and overall project supervision. Mr. Assal is quite familiar with the Township of West Orange, having worked on several other Township projects in recent years. He will be assisted by Engineering Department staff members.

Paul Szmaida, LLA., ASLA, Streetscape Specialist and **Michael E. Pirog, EIT**, Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, PP, CME**, Director of Engineering – Morris Plains Office.

SECTION 3

Project Schedule

GPI is committed to adhering to the Township's goal to advertise for bids by Summer 2022. We anticipate work will proceed within one (1) week after the award of contract. We have the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township's goal.

We have assumed an April 5, 2022 contract award, and have prepared the following Project Schedule.

		Project Schedule		
		April 2022	May 2022	June 2022
	April 5, 2022 (Assumed Contract Award)			
1	Surveying Services			
2	Design of Preliminary Plans/Specs			
3	Township Review and Comment			
4	Final Plans and Specifications			

SECTION 4

Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2021

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

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

PRODUCER
PG Genatt Group LLC
3333 NEW HYDE PARK RD
SUITE 409
NEW HYDE PARK NY 11042

CONTACT NAME: Jeff Kozarsky

PHONE (A/C, No, Ext): 516-869-8788

FAX (A/C, No): 516-470-0338

E-MAIL ADDRESS: jkozarsky@genattgrp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Greenman Pedersen, Inc (Morris Plains)
301 Gibraltar Drive, Suite 2A
Morris Plains NJ 07950

GREENMAN

INSURER A: Starr Indemnity & Liability Company

38318

INSURER B: XL Specialty Insurance Company

37885

INSURER C: Westchesler Surplus Line Insurance Company

10172

INSURER D: Berkley Insurance Company

32603

INSURER E: Everest National Insurance Company

10120

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 111294590

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBP	INSO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			1000025533211	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000
	☒ Contractual Lab						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	POLICY ☒ PRO. ☒ JECT ☒ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY			1000190539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
BC	☒ UMBRELLA LIAB ☒ OCCUR			G71780296003	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			XCSEX01512-211	12/31/2021	12/31/2022	AGGREGATE \$ 10,000,000
	DED. ☒ RETENTIONS 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000002543	12/31/2021	12/31/2022	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ)	☐ Y ☒ N	N/A	1000002541	12/31/2021	12/31/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property			UM00082200MA21A	12/31/2021	12/31/2022	Valuable Papers \$250,000
D	Professional Liability			AEC-905031302	12/31/2021	12/31/2023	Each Claim \$1,000,000
							Aggregate \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

John Doe

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ACORD 25 (2016/03)

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March 7, 2022

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: *Proposal for Professional Land Surveying and Engineering Services
2020 Community Development Block Grant
Mitchell Street - From Valley Road to The Limits with The City of Orange
Proposal No. 2022-053***

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the 2020 Community Development Block Grant project. It is our understating that the project is funded by the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development.

Based on our review of the RFP provided to our office, the improvements will approximately include the following:

I. Mitchell Street, From Valley Road to the limit with the City of Orange

- A. Curb and sidewalk replacement;
- B. New two (2) foot brick strip between curb and sidewalk as necessary;
- C. Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service;
- D. Pavement milling and pavement resurfacing;
- E. Pavement striping; and,
- F. New traffic signs and shade trees as necessary

S:\West Orange\Proposals\22-03-07 - 2020 CDBG Mitchell Street DESIGN.docx



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Mitchell Street - From Valley Road to The Limits with The City of Orange

March 7, 2022
Proposal No. 2022-053
Page 2

With this being said, our office anticipates the following scope of work:

1. Survey and Base Map Services

Work in this phase will include preparation of base mapping for use in the design of the construction plans for the roadway. Due to the replacement of the concrete curbing along the entire length of the roadway, our survey field crew will survey the entire length of the roadway as well as the intersections for the design of the concrete curb, centerline grades, and ADA curb ramps. We will also field locate existing street trees as well as any drainage and sanitary structures. Approximate property lines will be established utilizing located property markers and tax map information. GIS mapping will also be provided to supplement the survey base mapping.

2. Construction Plans and Contract Documents

The work in this phase will involve preparing construction plans for the resurfacing of Mitchell Street from Valley Road to the limit with the City of Orange. Improvements will be designed in accordance with NJDOT requirements. The contract documents will be prepared in accordance with CDBG supplemental specifications.

Work in this phase will involve but not be limited to the following:

- a. Preparation of Construction Plans including the following sheets.
 - i. Cover Sheet
 - ii. Legend and General Notes
 - iii. Construction Plans
 - iv. Grading Plans
 - v. Traffic Striping and Signage Plan
 - vi. Soil Erosion and Sediment Control Plans and Details
 - vii. Traffic Control Plan and Details
 - viii. Construction Details
- b. Preparation of Bid Specifications.
- c. Preparation of Final Cost Estimate.
- d. Coordination with the County of Essex Division of Housing and Community Development to ensure compliance with the Community Development Block program.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Mitchell Street - From Valley Road to The Limits with The City of Orange

March 7, 2022
Proposal No. 2022-053
Page 3

- e. Provide twenty (20) copies of the final plans and contract documents for bidding purposes.

Summary of Fee Estimates

1. Survey and Base Map Services.....	\$7,000.00
2. Construction Plans and Bid Documents	\$15,000.00
Total Lump Sum Fee.....	\$22,000.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Schedule

We anticipate that the project will take approximately two (2) weeks for the survey and base map services and three (3) weeks for the design phase services for a total project schedule of five (5) weeks.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,

CME Associates


Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv
Cc: Zayibeth Carballo, PE, LS
Tina Benevento
Andrea Zeligman
Engineering@westorange.org



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
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DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

March 7, 2022

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: *Proposal for Construction Management Services
2020 Community Development Block Grant
Mitchell Street - From Valley Road to The Limits with The City of Orange
Proposal No. 2022-053B***

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the 2020 Community Development Block Grant project. It is our understating that the project is funded by the US Department of Housing and Urban Development and administered by the Essex County Division of Housing and Community Development.

Based on our review of the RFP provided to our office, the improvements will approximately include the following:

I. Mitchell Street, From Valley Road to the limit with the City of Orange

- A. Curb and sidewalk replacement;
- B. New two (2) foot brick strip between curb and sidewalk as necessary;
- C. Decorative Street lighting through Public Service Enterprise Group (PSE&G) for which Consultant will be responsible for coordinating with PSE&G and incorporating red line diagram in the design for Contractor's responsibility to install footing, conduit, junction boxes and supplying all else in conjunction as necessary for PSE&G to install poles and the primary electric service;
- D. Pavement milling and pavement resurfacing;
- E. Pavement striping; and,
- F. New traffic signs and shade trees as necessary.

With this being said, our office anticipates the following scope of work:

S:\West Orange\Proposals\22-03-07 - 2020 CDBG Mitchell Street CONAD.docx

CONSULTING AND MUNICIPAL ENGINEERS

1460 ROUTE 9 SOUTH • HOWELL, NEW JERSEY 07731 • (732) 462-7400 • FAX: (732) 409-0756



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Mitchell Street - From Valley Road to The Limits with The City of Orange

March 7, 2022
Our File No. 2022-053B
Page 2

Construction Administration Phase Services

Our office will provide construction management of the roadway improvements for the anticipated contract time including the following services:

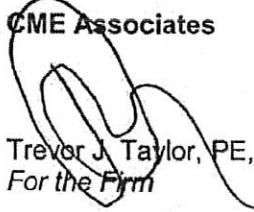
1. Coordinate and attend pre-construction meeting;
2. Coordinate with the contractor to ensure compliance with the final contract documents;
3. Provide assistance with interpretation of contract documents;
4. Review shop drawings;
5. Provide construction observation services;
6. Prepare progress pay estimates;
7. Prepare punch lists required to be addressed by the contractor prior to close out;
8. Prepare final pay estimate and close out change order; and,
9. Coordinate with the Township and CDBG offices for reimbursement of the respective grant funding.

Total Lump Sum Fee..... \$20,000.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,
CME Associates


Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv
Cc: Zayibeth Carballo, PE, PLS
Tina Benevento
Andrea Zeligman
Engineering@westorange.org



SUBURBAN CONSULTING ENGINEERS, INC.

March 7, 2022

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore
Director of Public Works, Municipal Engineer

Re: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
Request for Proposals
Mitchell Street
Engineering & Land Surveying Services
Our File No.: Proposal SCE-P12841.011

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for surveying and engineering services to the Township of West Orange (Township) for the necessary construction plans, specifications, and bid documents for the following Community Development Block Grant (CDBG) project for 2020:

- Mitchell Street – from Valley Road to the limit with the City of Orange

SCE has reviewed the Request for Proposal (RFP) dated February 11, 2022, and has familiarized ourselves with the project specifics. It is understood the total length of the project is approximately 660 LF within a fifty (50) foot wide Right-of-Way (ROW). SCE has reviewed the maps that were included in the RFP, and our proposal includes all work required to provide a complete design and bid package including cost estimates, construction plans, detour plans and technical specifications (twenty (20) copies each) for bidding purposes. The bid package will meet current New Jersey Department of Transportation (NJDOT) and New Jersey CDBG requirements.

All services for this project will be overseen by a State of New Jersey Licensed Professional Land Surveyor (PLS) and a State of New Jersey licensed Professional Engineer (PE).

Scope of Services

SCE proposes the following scope of services for each task in accordance with the RFP.

Partial Topographic Survey

SCE will provide a Partial Topographic Survey for the purposes of the design of improvements to the existing streets. This will include a level of detail required for a mill and overlay project with pavement markings, brick strips between the sidewalk and curb as well as Americans with Disabilities Act (ADA) ramp improvements. SCE's in-house survey



crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including but not limited to GPS and robotic stations to conduct topographic and planimetric survey of the improvement area. Establishment of horizontal and vertical datum consistent with NAD-83 / NAVD-88 will be the basis for the survey control.

Planimetric mapping of the project areas will be developed from the site survey, with a maximum scale of one (1) inch equals thirty (30) feet (1" = 30') to depict the project limits. Topography will be depicted at one (1) foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing mark-out, the visible surface structures, and review of previously available mapping provided to SCE. All available utility information will be identified and noted at both surface and subsurface levels.

The field survey work will depict current site conditions, surface features, and topography which will extend approximately fifty (50) feet beyond the gutter line limits of the intersecting roadways. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and ADA improvements.

It should be noted that a ROW survey of each roadway or establishment of the adjacent property lines is not included in this scope of work. Should either of these surveys be required, a separate proposal for such services will be provided.

SCE will provide a field survey of Mitchell Street from Valley Road to the Municipal boundary with the City of Orange Township. Tasks for the approximately 660 LF of project will include:

- Locate all trees, shrubs, utilities, walks, driveways, structures – 25-feet each side of the centerline and farther where needed for design purposes where there are significant breaks in grade.
- Rim elevations of all storm and sanitary sewers, and utility locations. Invert elevations are not anticipated to be necessary for this project.

It should also be noted we are anticipating that the Township, prior to our start of field work, will perform the following:

1. ***Coordinate with all known utilities (sewer, water, gas, electric, cable, etc.) in the area and have them marked out.***
2. ***Provide any existing CAD, GIS, or maps of the existing roadway and utility improvements.***

Engineering & Electrical Services

Upon completion of the survey, SCE will coordinate and conduct a walk-through site inspection with the Municipal Engineer to identify, detail, and confirm the project rehabilitation scope.



SCE will then prepare a complete road program plan set meeting NJDOT and CDBG requirements including milling and paving where possible with supplemental full reconstruction where necessary. The plans will call for the replacement of curb, concrete sidewalks, driveway aprons, handicap ramps, and upgrades to existing catch basins and manholes as identified in the site inspection.

SCE will coordinate street lighting design and specifications with Public Service Electric and Gas (PSE&G). In this task, SCE will incorporate a PSE&G red-line diagram into the design and coordinate construction details and electric service design for the proposed street lighting. An Electric Service Plan, a Lighting Plan, and technical specifications for this task will be provided meeting NJDOT project requirements.

SCE will provide a cover sheet with an estimate of quantities, construction plans, soil erosion and sediment control plans, and a traffic control plan. SCE will provide technical specifications meeting NJDOT requirements and a cost estimate.

SCE will provide the Township with twenty (20) copies of the complete set of design and bid package including cost estimates, plans and specifications for bidding purposes. The complete design will provide for new curbs, new sidewalks (where existing), driveway and walkway aprons, new two (2) foot brick strip between curb and sidewalk, decorative street lighting footings/foundations and junction boxes, pavement milling and pavement resurfacing, and pavement striping. SCE also understands that Township intends to advertise bids for this project in the Summer of 2022.

SCE will include one (1) round of plan revisions for regulatory review comments.

Reimbursable Expenses

A reimbursable fee for expenses is included as a separate line item below for all anticipated expenses associated with this project. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

▪ Partial Topographic Survey	\$ 3,450
▪ Engineering & Electrical Services	\$ 21,200
▪ Reimbursable Expenses*	\$ 1,500
TOTAL LUMP SUM FEE	\$ 26,150

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*



Project Schedule

SCE is prepared to commence services within two (2) weeks of authorization to proceed. We anticipate the final survey being completed within three (3) weeks. Design to commence upon completion of same and we anticipate six (6) weeks for engineering tasks. This schedule is weather permitting and will require additional time if roads become snow covered and/or inaccessible.

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
- Senior Project Manager \$158/hour
- Project Manager \$155/hour
- Senior Project Licensed Professional \$150/hour
- Project Licensed Professional \$145/hour
- Licensed Professional \$135/hour
- Senior Project Coordinator \$150/hour
- Project Coordinator \$145/hour
- Senior Designer/Senior Survey Analyst \$125/hour
- Designer/Survey Analyst \$120/hour
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- Environmental Scientist \$120/hour
- Senior Project GIS Analyst \$140/hour
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- Senior GIS Technician \$115/hour
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- Senior GIS Project Coordinator \$130/hour
- GIS Project Coordinator \$125/hour
- Senior Inspector \$115/hour
- Inspector \$105/hour
- Senior Technician \$110/hour
- Technician \$100/hour
- Project Administrator \$115/hour
- Administrative Support \$60/hour
- Equipment Unit Cost



- Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
- Robotic/LiDAR \$50/hour
- GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Metes and bounds description.
- Location of subsurface conditions (utilities) unless exposed for measurement.
- Conditions which a complete and accurate title search would disclose.
- ROW survey of each roadway or establishment of the adjacent property lines
- Detection of environmental conditions such as wetlands or hazardous materials.
- Surveying services other than previously indicated.
- Owner or Contractor-initiated changes.
- Review agency required revisions.
- Application and permit fees.
- Attendance at the bid opening.
- Bid review and recommendation.
- Bid tabulation.
- NJDOT SAGE Coordination.
- Soil Erosion and Sediment Control permit.
- Zoning Board and Planning Board application preparation.
- Any item not specifically described above.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.



Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as



to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.



Billing Schedule

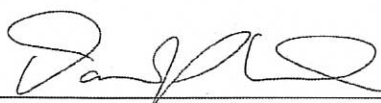
Invoices will be provided monthly based on the Fee Proposal referenced above. For Estimated Fee billing, invoices will reflect employee time charges including comments for services performed. Additionally, all expenses will be included as a separate line item for Estimated Fee projects. For Lump Sum billing, invoices will reflect a percent complete and will not including employee time or expense details.

Payment for professional services shall be invoiced monthly as a proportion of the total work completed or upon completion of the work product. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12841.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Daren J. Phil, PE, PP, CME, Vice President/ Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

Enclosures

Evidence of Insurance



SUBURBAN CONSULTING ENGINEERS, INC.

March 7, 2022

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore
Director of Public Works, Municipal Engineer

Re: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
Request for Proposals
Mitchell Street
Construction Inspection
Our File No.: Proposal SCE-P12841.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for construction inspection and certificates of completion for the following Community Development Block Grant (CDBG) projects for 2020.

- Mitchell Street – from Valley Road to the limit with the City of Orange

Our scope of services for this work is further delineated below.

Scope of Services

SCE is prepared to provide the services outlined below, if authorized by the Township.

- Pre-Construction kickoff meeting coordination.
- Prepare pre-construction meeting agenda and chair meeting. Minutes will be prepared.
- Review shop drawings.
- Address request for information (RFI's).
- Provide on-site construction observation during all critical phases of the work.
- Advise Township on project progress.
- Review all Contractor payment requests and make recommendations to Township for payment.
- Provide for punch-list of the work inspected.
- Final closeout of project.
- Make recommendations to Township for acceptance of the work and certification of completion.



Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hour
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 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost



- For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

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It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers,



directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

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Construction Phase Services

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Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

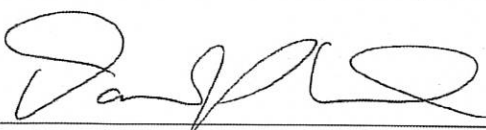
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If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P12841.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Daren J. Phil, PE, PP, CME, Vice President/ Director of Engineering

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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

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

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tina@dalegroup.com	FAX (A/C, No): 973-377-4614
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: National Fire & Marine Insurance Company		20079
INSURER C: Valley Forge Insurance Company		20508
INSURER D: Continental Insurance Company Of New Jersey		42625
INSURER E: HSB Specialty Insurance Company		14438
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1784385551

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2022	2/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab Pollution Liability Cyber Liability			AEH004316497 AEH004316497 660757102	2/24/2022 2/24/2022 2/24/2022	2/24/2023 2/24/2023 2/24/2023	Claim/Occurrence \$5,000,000 Aggregate \$5,000,000 Limit \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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March 15, 2022

RESOLUTION

WHEREAS, the Township of West Orange proposes 2021 Community Development Block Grant (CDBG) project for improvements of Kingsley Street, Wheeler Street and Wheeler Street Sanitary Sewer; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated February 1, 2022 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from six professional engineering and land surveying firms; and

WHEREAS, Crew Engineers, Inc., responded to the Request for Proposal; and

WHEREAS, Crew Engineers, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated March 7, 2022 the Township Engineer recommended a professional services contract be awarded to Crew Engineers, Inc., 1250 Route 23 North, Butler, NJ 07405 for a complete bid package including design plans, specifications and bid documents; and

WHEREAS, Crew Engineers, Inc. responded to the Township's Request for Qualifications for Professional Services for 2022; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Crew Engineers, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Crew Engineers, Inc. to provide professional engineering services for the 2021 Community Development Block Grant Project for Kingsley Street, Wheeler Street and Wheeler Street Sanitary Sewer in the amount of \$22,000.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

Karen Carnevale, Municipal Clerk

Susan McCartney, Council President

I hereby certify funds are available from:

ACCOUNT NO.

03-2610-20-0500-110

\$22,000.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

March 7, 2022

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

RE: **AWARD OF PROFESSIONAL SERVICES CONTRACT
2021 COMMUNITY DEVELOPMENT BLOCK GRANT
KINGSLEY STREET, WHEELER STREET AND
WHEELER STREET SANITARY SEWER,
NORTHFIELD AVENUE TO RENNA HOUSE**

Mayor Parisi, Council President McCartney and Council Members,

On Monday, February 22, 2022 the Township received five responses to the Request for Proposals issued February 1, 2022 for Civil and Engineering and Land Surveying Services for the 2021 Community Development Block Grant Project for Kingsley Street, Wheeler Street and Wheeler Street Sanitary Sewer.

A summary of the responses for the project is as follows:

- | | |
|--|-------------|
| 1. Crew Engineers, Inc
1250 Route 23 North
Butler, NJ 07405 | \$22,000.00 |
| 2. Suburban Consulting Engineers, Inc.
96 US Highway 206, Suite 101
Flanders, NJ 07836 | \$25,850.00 |
| 3. T&M Associates
1455 Broad Street
Bloomfield, NJ 07003 | \$37,800.00 |

- | | |
|---|-------------|
| 4. CME Associates
1460 Route 9 South
Howell, NJ 07731 | \$39,500.00 |
| 5. Greenman – Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950 | \$45,920.00 |
| 6. Colliers Engineering and Design
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856 | NO RESPONSE |

Based on my review of the responses from the five firms, I recommend you award a Professional Services Contract to Crew Engineers, Inc., 1250 Route 23 North, Butler, NJ 07405 in the amount of \$22,000.00. Crew Engineers, Inc. responded to the Townships RFQ for 2022 for Professional Services.

Attached, is a Resolution awarding Professional Services Contracts to Crew Engineers, Inc., 1250 Route 23 North, Butler, NJ 07405 in the amount of \$22,000.00 for services described in their proposal dated February 22, 2022.

Please contact me if you have any questions. Copies of the RFP and a copy of the response are enclosed.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Alec Mittiga, Crew Engineers, Inc.

March 15, 2022

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WEST ORANGE SUPPORTING UKRAINE'S GOVERNMENT AND CITIZENS**

WHEREAS, the Nation of Russia has invaded with deadly military force the independent nation of Ukraine in an unprovoked act of hostility that has been condemned by all freedom loving nations; and

WHEREAS, the Ukrainian people and its government have shown unwavering bravery in response to the unprovoked act of aggression by the Russians and continue to strive towards a democratic and independent state despite Russia's crime against peace; and

WHEREAS, the Township of West Orange condemns the invasion of Ukraine by Russia and any actions by Russia to escalate the conflict further and calls on Russia to return to diplomatic solutions to resolve this conflict; and

WHEREAS, the Township of West Orange, the State of New Jersey and the United States support a democratic and independent Ukraine, free of the influence of Russia or any other country;

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey that the Township condemns the invasion of Ukraine by Russia and supports the citizens of Ukraine in pursuing democracy and independence.

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

Susan McCartney, Council President

Adopted:

**RESOLUTION FOR LOCAL SUPPORT OF PROPOSED CANNABIS RELATED
BUSINESS – GARDEN STATE NATURAL GREEN, INC. LOCATED AT 632 EAGLE
ROCK AVE, WEST ORANGE NJ**

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the “Commission”) and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the “Commission Regulations”); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application “proof of local support for the suitability of a cannabis business’s proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business” (“Local Support”); and

WHEREAS, on July 13, 2021, the Township Council for the Township of West Orange (the “Township”) adopted Ordinance 2647-21 (the “Cannabis Ordinance”) which establishes both the zoning requirements and the Township’s licensing requirements for Licensed Cannabis

Entities which seek to operate within the Township; and

WHEREAS, on July 13, 2021, the Township Council also adopted resolution 188-21 authorizing the establishment of a Taskforce and Advisory Committee regarding Cannabis Businesses for the Township (the “Taskforce”) to assist and advise with the implementation of the Township’s regulations governing cannabis related businesses within the Township; and

WHEREAS, GARDEN STATE NATURAL GREEN, INC (the “Applicant”) has submitted a request for Local Support from the Township for a proposed cannabis related business with the proposed location at **632 Eagle Rock Avenue** by way of an application to the Taskforce (the “Application”); and

WHEREAS, the Taskforce has evaluated to Application and has recommended the adoption of a resolution declaring Local Support consistent with the Commission Regulation; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township’s land use boards, but shall be required to proceed with any such application and approval process as needed; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but shall be required to apply for such approvals consistent with

all applicable laws; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that consistent with the recommendation of the Taskforce, the Township declares its Local Support for the proposed location of the Applicant's proposed cannabis related business; and be it further

RESOLVED, that the Local Support as declared in this Resolution does **NOT:** (1) constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township's land use boards, but the Applicant shall be required to proceed with any such application and approval process as needed; (2) constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but the Applicant shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and (3) constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but the Applicant shall be required to apply for such approvals consistent with all applicable laws; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law and shall be forwarded to the Applicant for inclusion in its application to the Commission.

Karen Carnevale
Township Clerk

Susan McCartney
Council President

Dated:

Adopted:

**RESOLUTION FOR LOCAL SUPPORT OF PROPOSED CANNABIS RELATED
BUSINESS – WEST ORANGE WELLNESS, LLC LOCATED AT 26 SOUT VALLEY
ROAD, WEST ORANGE NJ**

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the “Commission”) and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the “Commission Regulations”); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application “proof of local support for the suitability of a cannabis business’s proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business” (“Local Support”); and

WHEREAS, on July 13, 2021, the Township Council for the Township of West Orange (the “Township”) adopted Ordinance 2647-21 (the “Cannabis Ordinance”) which establishes both the zoning requirements and the Township’s licensing requirements for Licensed Cannabis

Entities which seek to operate within the Township; and

WHEREAS, on July 13, 2021, the Township Council also adopted resolution 188-21 authorizing the establishment of a Taskforce and Advisory Committee regarding Cannabis Businesses for the Township (the “Taskforce”) to assist and advise with the implementation of the Township’s regulations governing cannabis related businesses within the Township; and

WHEREAS, WEST ORANGE WELLNESS, LLC (the “Applicant”) has submitted a request for Local Support from the Township for a proposed cannabis related business with the proposed location at **26 South Valley Road** by way of an application to the Taskforce (the “Application”); and

WHEREAS, the Taskforce has evaluated to Application and has recommended the adoption of a resolution declaring Local Support consistent with the Commission Regulation; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township’s land use boards, but shall be required to proceed with any such application and approval process as needed; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but shall be required to apply for such approvals consistent with

all applicable laws; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that consistent with the recommendation of the Taskforce, the Township declares its Local Support for the proposed location of the Applicant's proposed cannabis related business; and be it further

RESOLVED, that the Local Support as declared in this Resolution does **NOT:** (1) constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township's land use boards, but the Applicant shall be required to proceed with any such application and approval process as needed; (2) constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but the Applicant shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and (3) constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but the Applicant shall be required to apply for such approvals consistent with all applicable laws; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law and shall be forwarded to the Applicant for inclusion in its application to the Commission.

Karen Carnevale
Township Clerk

Susan McCartney
Council President

Dated:

Adopted:

**RESOLUTION FOR LOCAL SUPPORT OF PROPOSED CANNABIS RELATED
BUSINESS – DOGWOOD GREEN, LLC LOCATED AT 5 CENTRAL AVE., WEST
ORANGE NJ**

WHEREAS, following the adoption of the Jake Honig Compassionate Use Medical Cannabis Act in 2019 and passage of the 2020 ballot issue amending the New Jersey Constitution to legalize the possession, cultivation, processing and sale of retail marijuana, the State of New Jersey adopted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act in 2021 (the “State Statute”); and

WHEREAS, the State Statute created the New Jersey Cannabis Regulatory Commission (the “Commission”) and established a framework for the application and issuance of a state license for the operation of cannabis related business licensed by the State of Jersey (“Licensed Cannabis Entities”) which includes the requirement that an applicant for a state license provide proof of local support as to the suitability of the proposed location for a proposed cannabis related business; and

WHEREAS, On August 19, 2021, pursuant to N.J.S.A. 24:6I-34(d)1a of the State Statute, the Commission established regulations further governing the application and issuance of a state license for Licensed Cannabis Entities (the “Commission Regulations”); and

WHEREAS, N.J.A.C. 17:30-5.1(g) of the Commission Regulations requires the applicant for a State License to include in its application “proof of local support for the suitability of a cannabis business’s proposed location indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business” (“Local Support”); and

WHEREAS, on July 13, 2021, the Township Council for the Township of West Orange (the “Township”) adopted Ordinance 2647-21 (the “Cannabis Ordinance”) which establishes both the zoning requirements and the Township’s licensing requirements for Licensed Cannabis

Entities which seek to operate within the Township; and

WHEREAS, on July 13, 2021, the Township Council also adopted resolution 188-21 authorizing the establishment of a Taskforce and Advisory Committee regarding Cannabis Businesses for the Township (the “Taskforce”) to assist and advise with the implementation of the Township’s regulations governing cannabis related businesses within the Township; and

WHEREAS, DOGWOOD GREEN, LLC (the “Applicant”) has submitted a request for Local Support from the Township for a proposed cannabis related business with the proposed location at **5 Central Avenue** by way of an application to the Taskforce (the “Application”); and

WHEREAS, the Taskforce has evaluated to Application and has recommended the adoption of a resolution declaring Local Support consistent with the Commission Regulation; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township’s land use boards, but shall be required to proceed with any such application and approval process as needed; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and

WHEREAS, the Local Support as set forth in this resolution does not constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but shall be required to apply for such approvals consistent with all applicable laws; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that consistent with the recommendation of the Taskforce, the Township declares its Local Support for the proposed location of the Applicant's proposed cannabis related business; and be it further

RESOLVED, that the Local Support as declared in this Resolution does **NOT:** (1) constitute a declaration or promise that the Applicant shall receive any required approvals from any of the Township's land use boards, but the Applicant shall be required to proceed with any such application and approval process as needed; (2) constitute a declaration or promise that the Applicant shall be issued a license by the Township to operate a cannabis related business, but the Applicant shall be required to apply for such a license with the Township as set forth in the Cannabis Ordinance; and (3) constitute a declaration or promise that the Applicant shall receive any approvals as needed from any department of the Township, but the Applicant shall be required to apply for such approvals consistent with all applicable laws; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law and shall be forwarded to the Applicant for inclusion in its application to the Commission.

Karen Carnevale
Township Clerk

Susan McCartney
Council President

Dated:

Adopted:

**RESOLUTION FOR REBID OF WORKERS COMPENSATION
THIRD PARTY ADMINISTRATION RFP**

WHEREAS, the Township determined to post a request for proposals concerning Workers Compensation Third Party Administration; and

WHEREAS, First Managed Care Option, Inc. filed certain objections and commenced an action before the Superior Court of New Jersey, Law Division: Essex County at Docket No. ESX-L-585-22; and

WHEREAS, the Township Attorney has reviewed the allegations and believes it is in the best interests to rebid the Contract as opposed to continuing time consuming and inefficient litigation; and

WHEREAS, the Township Attorney negotiated a Consent Order resolving the matter subject to Township Council approval which order is annexed hereto as Exhibit "A"; and

WHEREAS, the Township Attorney recommends adoption of this Resolution which will expedite the matter and permit the Township to consider responsible respondents to the New RFP;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Initial RFP be and is hereby rejected; and be it further

RESOLVED, that a New RFP shall be issued by the Purchasing Director consistent with the terms of the March 7, 2022 Order annexed hereto as Exhibit “A”.

Karen J. Carnevale
Township Clerk

Susan McCartney
Council President

Dated:

Adopted:

EXHIBIT A

FILED

9:06 am, Mar 07, 2022

TRENK ISABEL P.C.

290 W. Mt. Pleasant Avenue, Suite 2350

Livingston, NJ 07039

Phone: (973) 533-1000

Richard D. Trenk, Esq. (016951982)

Attorneys for Defendant Township of West Orange

FIRST MANAGED CARE OPTION, INC.,

Plaintiff,

v.

TOWNSHIP OF WEST ORANGE,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

Docket No.: ESX-L-585-22

**ORDER RESOLVING CASE SUBJECT
TO TOWNSHIP COUNCIL APPROVAL**

THIS MATTER having been opened to the Court by Plaintiff First Managed Care Option, Inc. ("FMCO"), by and through its attorneys Alongi & Associates, LLC (Paul A. Alongi, Esq. appearing) and the Township of West Orange having appeared by the through the Township Attorney, Trenk Isabel P.C. (Richard D. Trenk, Esq. and Mark Y. Moon, Esq. appearing), and the Court having uploaded an Order to Show Cause with Temporary Restraints on February 3, 2022 concerning its Request for Proposals for Workers Compensation Third Party Administration and addenda thereto (collectively, the "Initial RFP"), and the Township having received the bids on February 1, 2022, and the parties having conferred as to an amicable resolution of this matter without any admission as to any issues; and for good cause shown

IT IS this 7TH MARCH day of ~~February~~, 2022;**ORDERED** as follows:

1. The Township agrees to request the Township Council to reject the Initial RFP received February 1, 2022 based upon the provisions of this Order;

rejection and re-solicitation within 60 days hereof based upon the terms contained herein. If the Township Council does not approve this settlement, FMCO may move to reopen this case without prejudice to all parties' rights, remedies and defenses, and it is further ORDERED that a copy of this Order shall be served upon all parties/counsel of record within seven (7) days of the date hereof per the Rules of Court.

/s/ Robert H. Gardner, J.S.C.
HONORABLE ROBERT H. GARDNER
JUDGE OF THE SUPERIOR COURT

**THE FORM AND ENTRY OF THIS ORDER
IS HEREBY CONSENTED TO BY:**

ALONGI & ASSOCIATES, LLC
Attorneys for Plaintiff, First Managed Care Option, Inc.

By: _____

Paul A. Alongi

TRENK ISABEL P.C.
Attorneys for Defendant, Township of West Orange

By: _____

Richard D. Trenk

**RESOLUTION AWARDING MAINTENANCE OF VARIOUS TOWNSHIP OWNED
PARCELS 2022, TURF MAINTENANCE, LITTER AND DEBRIS COLLECTION,
WEED CONTROL AND FALL LEAF COLLECTION AND DISPOSAL**

WHEREAS, on February 3, 2022 pursuant to the requirements of the Local Public Contracts Law the Township of West Orange advertised for bids for the service contract entitled “2022 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal” prepared by the Engineering Division of the Township of West Orange dated January 2022; and

WHEREAS, on March 3, 2022 the Township received ONE bid for this service contract; and

WHEREAS, the Township Engineer reviewed the bid submission which included a Base Bid and Base Bids for two additional one-year periods and 57 Alternates for three one-year periods commencing April 1 and concluding November 30 in 2022, 2023 and 2024; and

WHEREAS, upon review of the proposal of D’Onofrio & Son, Inc., Landscaping and based on the funds available for this service in the 2022 Operating Budget for the Township of West Orange the Township Engineer recommends awarding the following Bid Items to D’Onofrio and Son, Inc., Landscaping, 47 Van Ness Terrace, Maplewood, New Jersey 07040:

- | | |
|---|--------------|
| 1. Base Bid - 1 - Turf Maintenance,
Litter & Debris Collection, Weed Control, Leaf Collection
All Parcels | \$103,150.00 |
| 2. Alternate 1B - 1 Maintenance of
Shrubs & Beds for Trees, Shrubs and Flowers
All Parcels | \$ 10,700.00 |
| 3. Alternate 1C - 1 Chemical & Fertilizer Application
All Parcels | \$ 36,950.00 |
| 4. Alternate 1D-1
Final Fall Clean-up | \$ 19,500.00 |
| 5. Alternate 7 - 1 Maintain Mulch in Beds
(Allowance @ \$60 per cubic yard) | \$ 6,000.00 |
| 6. Alternate 8-1 10 Rooney Circle | \$ 8,200.00 |

TOTAL **\$184,500.00**

7. Alternate 6-1 Property Cleanup and Maintenance of unspecified properties:

Initial Property Cleanup	\$95/hr.
Weekly Maintenance	\$95/hr.
Biweekly Maintenance	\$95/hr.
Fall Cleanup	\$110/hr.

for the period April 1, 2022 to November 30, 2022 and

WHEREAS, D’Onofrio & Son, Inc., Landscaping bid the same amount for the same alternates for the periods April 1, 2023 to November 30, 2023 and April 1, 2024 to November 30, 2024; and

WHEREAS, D’Onofrio & Sons, Inc., Landscaping strictly complied with all bid submission requirements and is thus the lowest responsive bidder for the services described in the Base Bid and Alternates selected; and

WHEREAS, sufficient funds exist for this contract; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a service contract entitled “2022 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal” be awarded to D’Onofrio & Son Inc., Landscaping, 47 Van Ness Terrace, Maplewood, New Jersey 07040 in the amount of \$184,500.00 for the Base Bid-1, Alternate 1B-1, Alternate 1C-1, Alternate 1D-1, Alternate 7 - 1 with an allowance of \$6,000.00 and Alternate 8-1 for the period April 1, 2022 to November 30, 2022.

BE IT FURTHER RESOLVED that the unit prices bid in Alternate 6-1 for specific services for parcels not itemized in the Bid Documents be awarded to D’Onofrio and Son, Inc., Landscaping for Initial Property Cleanup \$95.00 per hour, Weekly Maintenance \$95.00 per hour, Biweekly Maintenance \$95.00 per hour and Fall Cleanup \$110.00 per hour for the period April 1, 2022 to November 30, 2022.

BE IT FURTHER RESOLVED by the Township Council of the Township of West Orange that the option to extend this contract for two additional one-year periods April 1, 2023 to November 30, 2023 and April 1, 2024 to November 30, 2024, for the Base Bid and Alternates described above in the amount of \$184,500.00 for each year and the unit prices in Alternates 6-2 and 6-3 be awarded to D’Onofrio & Son, Inc., Landscaping.

Karen Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted:

I hereby certify funds are available from:

BUILDING AND GROUNDS
ACCOUNT NO.: 01-2010-00-7101-116
\$184,500.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

March 9, 2022

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

RE: **AWARD OF SERVICE CONTRACT**
THE MAINTENANCE OF VARIOUS TOWNSHIP
OWNED PARCELS- 2022

Mayor Parisi, Council President McCartney, and Council Members:

On February 3, 2022 the Township advertised for bids, as required by the Local Public Contracts Law, for the service contract entitled "2022 The Maintenance of Various Township Owned Parcels, Including Turf Maintenance, Litter and Debris Collection, Weed Control and Fall Leaf Collection and Disposal". This advertisement was pursuant to the appropriation in the operating budget of the Department of Public Works for grounds maintenance by a private contractor.

A total of two contractors purchased bid documents, but only one bid was received on March 3, 2022.

In preparing the specifications and bid documents, we divided the work associated with grounds maintenance into seven major tasks as follows with Task A divided into four sub tasks:

- A.
 - 1. **Turf maintenance** including cutting, edging and trimming.
 - 2. **Litter and debris collection** (including disposal) in turf areas, plant beds, play equipment areas, driveway, parking areas, pathway and sidewalks, tree beds and tree wells.
 - 3. **Weed control** including chemical applications in plant beds, tree beds and wells, driveways, parking areas, pathways and sidewalks, public sidewalks and curb lines and play equipment.
 - 4. **Leaf collection** and disposal.
- B. **Maintenance of shrubs and beds for trees, shrubs and flowers** including fertilizing, pruning, shearing and mulching.
- C. **Chemical and fertilizer applications** during three seasons.
- D. **Final fall cleanup** in December of all leaves and debris.

- E. **Weed control** along public curb lines, sidewalks and traffic islands in the Downtown Special Improvement District.
- F. **Property clean up and maintenance** for parcels not specified in the bid documents with services bid on an hourly basis.
- G. **Maintaining Mulch** in all shrub, tree and flower bed areas.

Tasks A-3, C and E of particular importance since special certifications are required for the applications of pesticides, fertilizers and weed deterrent products. Weed deterrent products such as "Roundup" which can be applied by a homeowner at their residence, cannot be used by the Township on its properties and streets without certifications issued by the New Jersey Department of Environmental Protection. Personnel in the Department currently do not have those certifications.

In addition to identifying the seven tasks, the parcels to be maintained were identified. They were divided into three categories by size: large, medium and small. A total of 111 parcels were identified ranging in size from O'Connor Park to the St. Cloud School path off Lenox Terrace. A list of all parcels is attached.

In preparing the Proposal Form a Base Bid was specified as the costs of providing the services to perform the tasks included in A above for **all parcels** listed. Alternate 1B were costs for the tasks in B above for **all parcels**. Alternates 1C and 1D were costs for the tasks in C and D above respectively for **all parcels**.

In the event sufficient funds were not available to award all tasks for all parcels (the Base Bid plus Alternates 1B, 1C and 1D), other Alternate Bids were specified based on parcel size. Alternates 2A, 2B, 2C and 2D were for the costs associated with providing the services required to perform Task A (Alternate 2A), Task B (Alternate 2B), Task C (Alternate 2C) and Task D (Alternate 2D) for the large parcels only. A similar breakdown of Alternates was provided for the medium size parcels (Alternates 3A thru 3D) and the small parcels (Alternates 4A thru 4D). The prices bid for the Base Bid and all Alternates, except Alternates 5 and 7 were lump sum prices. Alternate 5 for weed control was bid on a linear foot basis with a 1000 foot minimum per application. Alternate 6 for specific property services was bid on an hourly basis. Alternate 7 for mulch maintenance was bid on a cubic yard basis. Also, an Alternate No. 8 was added for the maintenance of 10 Rooney Circle. This will be when directed and the cost prorated.

Costs were requested for a one-year period beginning April 1, 2022 and ending November 30, 2022 with the final fall cleanup extending into early December. In addition to the costs for all alternates for the period described above, contract costs were requested for a second and third year.

In 2019 a contract was awarded for the period April 1, 2019 through November 30, 2019 with two one-year extensions for all parcels for Task A- Turf Maintenance Litter and Debris Collecting, Weed Control and Leaf Collection, Task B – Maintenance of Shrubs and Beds for Trees, Shrubs and Flowers, Task C – Chemical and Fertilizer Applications. The lowest bidder for this work was D'Onofrio & Son, Inc., Landscaping of Maplewood, New Jersey whose bid totaled \$141,150.00. They were awarded a contract for those three tasks and an allowance for Task 7 – Maintaining Mulch, of \$4,750 bring their total contract to \$145,900.00.

Now, I recommend D'Onofrio & Son, Inc., Landscaping be awarded a contract for all parcels for Task A, the Base Bid, Task B Alternate 1B-1, Task C, Alternate 1C-1, Task D, Alternate 1D-1 and an allowance of \$6,000.00 for Task G Alternate 7-1. The four - Base Bid, Alternate 1B-1, Alternate 1C-1 and Alternate 1D-1 total \$170,300.00. With the allowance for Task G, Alternate 7-1 and Alternate 8-1 the contract award will be \$184,500.00 for the period beginning April 1, 2022 and ending November 30, 2022.

Additionally, since D'Onofrio & Son maintained these costs for years two and three, I recommend they be awarded the option to extend this contract into 2023 and 2024.

Also, under Alternate 6-1 property cleanup and maintenance of unspecified properties D'Onofrio and Son, Inc., Landscaping bid the following hourly rates for the following services: Initial Property Cleanup - \$95/hr; Weekly Maintenance \$95/hr; Biweekly Maintenance \$95/hr and Fall Cleanup \$110/hr. I recommend this Alternate be awarded also.

Their bid is summarized as follows:

1. Base Bid - 1 - Turf Maintenance, Litter & Debris Collection, Weed Control, Leaf Collection All Parcels	\$103,150.00
2. Alternate 1B - 1 Maintenance of Shrubs & Beds for Trees, Shrubs and Flowers All Parcels	\$ 10,700.00
3. Alternate 1C - 1 Chemical & Fertilizer Application All Parcels	\$ 36,950.00
4. Alternate 1D-1 Final Fall Clean-up	\$ 19,500.00
5. Alternate 7 - 1 Maintain Mulch in Beds (Allowance @ \$60 per cubic yard)	\$ 6,000.00
6. Alternate 8-1 10 Rooney Circle Prorated when directed	\$ 8,200.00
TOTAL	\$184,500.00

7. Alternate 6-1 Property Cleanup and Maintenance of unspecified properties:

Initial Property Cleanup	\$95/hr.
Weekly Maintenance	\$95/hr.
Biweekly Maintenance	\$95/hr.
Fall Cleanup	\$110/hr.

Pesticide application in the SID areas will be performed by others or rebid.

A Resolution of Award is attached, and should you have any questions please contact me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross
Richard D. Trenk
Kenneth Kayser
Joseph Pelose
D'Onofrio & Son, Inc. Landscaping

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	Side	No. of Spaces	Location
53 Rollinson Street	West	1	Beginning 171 feet south of the southerly curbline of Glen Road extended, and extending 20 feet south.
24 Nutman Place	South	1	Beginning 290 feet west of the westerly curbline of Valley Road extended, and extending 20 feet west.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

**KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK**

INTRODUCED: March 15, 2022

ADOPTED: April 5, 2022

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 53 Rollinson Street and at 24 Nutman Place. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.