

1. Conference Meeting Agenda

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2. Public Meeting Agenda

Documents:

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Documents:

[ITEM 6A.PDF](#)

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114-22 AUTHORIZING PURCHASE SOMERSET COUNTY CO-OP CC 0099-21
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[122-21 KEMISTRY LLC - RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS RELATED BUSINESS.PDF](#)

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[124-22 AGREEMENT OF SALE AND PURCHASE - W ORANGE AND W ORANGE SENIOR HOUSING - URBAN RENEWAL ENTITY.PDF](#)
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[127-22 RESOLUTION OF LOCAL SUPPORT OF PROPOSED CANNABIS RELATED BUSINESS-PEACE OF MIND CONSTRUCTION GROUP LLC.PDF](#)

5. Ordinance(S) On Second And Final Reading

5.I. 2678-22

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[2678-22 ORDINANCE - STEEP SLOPE - AMENDED REV. 5 \(002\).PDF](#)

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6. Ordinance(S) On First Reading

6.I. 2684-22

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7. ABC Hearing

7.I. 675-22

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Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, April 26, 2022
Meeting No. 8

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

- **Presentation-Sustainable Jersey Diversity of Municipal Boards and Commissions Volunteer Survey Findings – Kimberly Hill-Montclair State University Intern**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

Township of West Orange

66 Main Street – 7:00 p.m.

April 26, 2022

Meeting No. 8

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 April 5, 2022**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids**
 - a. Correspondence from Dr. Robert Bagoff, Planning Board Chair re: Ordinance 2678-22, Proposed Amendment to Land Use Regulations, Chapter 25, Section 28, Steep Slope and Natural Features Ordinance**
- 7. *Bills**
- 8. *Resolutions**
 - a. 102-22 Resolution Authorizing an Executive Session to Discuss a Matter of Litigation Specifically Covid 19 Vaccination Policy**
 - b. 103-22 Resolution Authorizing an Agreement with Superior Vision for a Four-Year Term from July 1, 2022 through June 30, 2026 (P. Reynolds)**
 - c. 104-22 Resolution Authorizing an Interlocal Agreement with North Caldwell for Animal Control Services 2022 (DeNova)**
 - d. 105-22 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)**
 - e. 106-22 Resolution Authorizing Rejection of Bids and Authorizing ReBid Concerning the New Library (Legal-Trenk)**
 - f. 107-22 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of 2022 Sewer Charge Due to a Duplicate Payment (Tax Collector)**
 - g. 108-22 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**

- h. 109-22 Resolution Authorizing Execution of Developer's Construction Agreement-Shangol, Inc. (Legal-Trenk)**
- i. 110-22 Resolution Authorizing the Collector of Taxes to Rebate to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey – 18 Davey Drive, 64 Fredericks St. and 11 Yale Terrace (Tax Collector)**
- j. 111-22 Resolution Authorizing the Collector of Taxes to Rebate to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey-7 Main Street, 466 Prospect Ave. and 11 Park Way (Tax Collector)**
- k. 112-22 Resolution Authorizing the Subordination of the Mortgage for the Property at 230 Eagle Rock Avenue from the Township's Housing Rehabilitation Program-230 Eagle Rock Avenue (Legal-Moon)**
- l. 113-22 Resolution Authorizing Financial Reimbursements to Twenty-one (21) Private Communities for the Costs of Street Lighting (Lepore)**
- m. 114-22 Resolution Authorizing a Purchase Through the Somerset County Co-op, CC-0099-21, with Garden State Highway Products, Inc., 301 Riverside Dr., Millville, NJ 08332 for Flashing LED Pedestrian Crossing Signs in the Amount of \$44,952.32 (Lepore)**
- n. 115-22 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer(s) Due to Veteran Exemption (Tax Collector)**
- o. 116-22 New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project (Lepore)**
- p. 117-22 Resolution Authorizing an Award of Contract to Reggio Construction, Inc., 416 E. Central Blvd., Palisades Park, NJ 07650, for the Project Street Improvements 2020, Phase in the Amount of \$1,806,531.81 (Lepore)**
- q. 118-22 Resolution Authorizing a Professional Services Contract Jenne Associates, LLC, 35 Gates Ave., Warren, NJ to Provide Professional Engineering Services to Analyze and Conduct a Field Investigation to Evaluate Stream and Pipe System from its Confluence with Wigwam Brook Upstream to Mountain Avenue Including a Hydrologic Analysis of the Stream to Establish Peak Flow Rates for Various Intensity Rainfall Events, Develop Conceptual Design Improvements and a Report Summarizing Findings of the Investigation in the Amount of \$30,500.00 (Lepore)**
- r. 119-22 Resolution Authorizing Rejection of All Bids for Network Managed Services (IT Services) (Legal-Kayser)**
- s. 120-22 Resolution Authorizing an Award of Contract for the Cherry Lane Pump Station Emergency Generator Replacement, Base Bid to D&M Electrical, LLC, 3 Borrego Drive, Woodland Park, NJ 07424 in the Amount of \$62,135.00. (Lepore)**
- t. 121-22 Resolution Authorizing the Mayor to Execute an Employment Agreement with John O. Gross, the Chief Financial Officer for the Period of January 1, 2022 through December 31, 2024 (Legal-Trenk)**
- u. 122-22 Resolution of Local Support of Proposed Cannabis Related Business-Kemistry LLC (Legal-Moon)**
- v. 123-22 Resolution Authorizing Lien Against 275 Northfield Avenue (Legal-Trenk)**
- w. 124-22 Resolution Authorizing the Sale and Purchase Agreement between the Township of West Orange and West Orange Senior Housing, LLC, 1 Parker Plaza, Fort Lee, NJ for the Library Property, at 46 Mt. Pleasant Ave., West Orange-Block 68, Lot 1 (Legal-Trenk)**
- x. 125-22 Resolution to Adopt Procedures for Administration and Inspection of Federal Aid Highway Projects (Lepore)**

- y. **126-22** Resolution Awarding a Contract to Carrier Corporation, Through Use of the Sourcewell (formerly NJPA) National Cooperative Pursuant to N.J.S.A. 52:34-6.2 (Reynolds)
- z. **127-22** Resolution of Local Support of Proposed Cannabis Related Business-Peace of Mind Construction Group, LLC (Legal-Moon)

9. Ordinances on Second and Final Reading

- a. **2678-22** An Ordinance Amending and Supplementing Chapter 25, Section 28 of the General Ordinance of the Township of West Orange, Entitled “Steep Slope and Natural Features Ordinance” (Legal-Trenk)
- b. **TABLED 2681-22** An Ordinance Amending Chapter 7-12 Concerning Street Cleaning and Maintenance (Legal-Trenk)
- c. **2682-22** An Ordinance Superseding and Amending Chapter 22, Taxation, Subsection 1, Five Year Tax Exemption for Certain Improvements to Residential and Commercial Structures of the Revised General Ordinances of the Township of West Orange (Legal-Trenk)
- d. **2683-22** An Ordinance Amending Chapter 5, Section 8, of the Revised General Ordinances of the Township of West Orange (Legal-Trenk)

10. Ordinances on First Reading

- a. **2684-22** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-19, Through Streets and 7-20, Stop Intersections of the Revised General Ordinances of the Township of West Orange (Lepore)

11. Pending Matters/New Matters/Council Discussion

10. ABC Hearing

- a. **675-22** Person to Person/Place to Place Transfer of Liquor License 0722-33-032 from Dominick Enterprises, Inc. to A.M.W.O., LLC t/a Llewellyn Parq., 104 Harrison Avenue, West Orange

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/85010766387?pwd=VDZLNGRqSUNxLzVkZEIjTkZHQVlwdz09>

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

Webinar ID: 850 1076 6387

Password: 510269

Next Meeting Date(s): May 10, 2022

6a



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI

Mayor

Tel: (973) 325-4110

Fax: (973) 325-6359

DIANA L. CHANDLER

Acting Planning Board Secretary

Email: planningboard@westorange.org

Dr. Robert Bagoff, *Chairman*
William B. Wilkes II, *Vice-Chairman*
Ken Alper
Jerry Guarino
Lee D. Klein, PE PTOE
Christopher Morgan, Sr (Mayor's Designee)
Councilwoman Susan McCartney
John McNair
Peter F. Smeraldo, Jr.
Sal A. Jensen (Alternate #1)
John Cardoza (Alternate #2)

Diana P. McGovern, Esq., *Board Attorney*
Paul Grygiel, AICP, PP, *Township Planner*
John J. Hess, PE, PP, *Consulting Engineer*
Leonard Lepore, PE, *Township Engineer*

April 11, 2022

Mayor and Township Council

(RParisi@westorange.org ; Council@westorange.org)

Municipal Building

66 Main Street

West Orange, New Jersey 07052

RE: Proposed Amendment to Land Use Regulations, Chapter 25: Section 28, Steep Slope and Natural Features Ordinance 2678-22

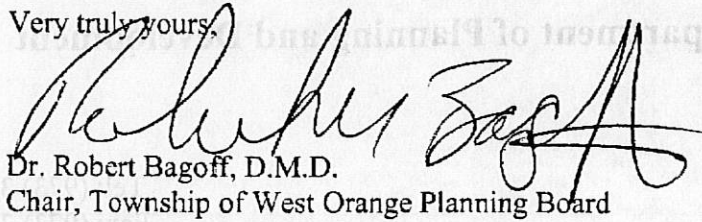
Dear Mayor Parisi, Council President McCartney and Council Members:

Pursuant to N.J.S.A. 40:55D-64 and 40:55D-26a, the Township of West Orange Planning Board (the "Board") has evaluated the Proposed Ordinance Amending and Supplementing Chapter 25, Land Use Regulations, of the Revised General Ordinances of the Township of West Orange (a copy being enclosed hereto). After reviewing the proposed Ordinance amendment and conferring with the Township's Planner at the Board's April 6, 2022, Regular Meeting, the Board finds that the Ordinance is consistent with the most recent Master Plan reexamination and plan element updates adopted in 2019. Specifically, the proposed Ordinance provides tightened controls on single-family residential properties and requires consideration of off-site impacts, provision requiring geotechnical analysis of development on parcels with steep slopes, requiring a rock fall zone at the toe of a slope where the potential for rockslides exist, preparation of a maintenance plan and setback requirements at the top of steep slopes.

The proposed ordinance is particularly in keeping with the Township's 2019 Master Plan Update, Principle 3 in the Reexamination Report: "Protect Natural Features and Environmental Resources" which provides: "Continue to protect natural features and environmental resources including, but not limited to, floodplains, wetlands, woodlands, steep slopes, ridgelines, and areas valuable as scenic, historical, cultural, or recreational resources."

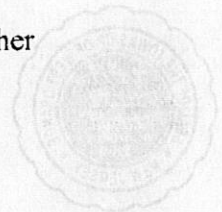
The Board recommends that the Council adopt the Ordinance and offers no other recommendations thereto.

Very truly yours,



Dr. Robert Bagoff, D.M.D.
Chair, Township of West Orange Planning Board

Cc: Diana Powell McGovern, Esq. (Via Email)
Richard D. Trenk, Esq. (Via Email)
Karen Carnevale, R.M.C. (Via Email) Paul Grygiel, AICP,PP (Via Email)
William B. Wilkes II (Via Email) Enclosure



ROBERT D. PARISI
Mayor

DIANA L. CHANDLER
Planning Board Secretary

Dr. Robert Bagoff, D.M.D.
Chair, Township of West Orange Planning Board
66 Main Street
West Orange, NJ 07093
Phone: (973) 255-4110
Fax: (973) 255-4330
Email: rbagoff@westorange.org

April 11, 2022

Mayor and Township Council
(RParis@westorange.org ; Council@westorange.org)
Municipal Building
66 Main Street
West Orange, New Jersey 07093

RE: Proposed Amendment to Land Use Regulations, Chapter 22, Section 28, Steep Slope and
Natural Features Ordinance 2018-22

Dear Mayor Parisi, Council President McCannery and Council Members:

Pursuant to N.J.S.A. 40:55D-64 and 40:55D-65, the Township of West Orange Planning Board (the "Board") has evaluated the proposed Ordinance Amendment and Supplementing Chapter 22, Land Use Regulations, of the Revised General Ordinance of the Township of West Orange (a copy being enclosed hereto). After reviewing the proposed Ordinance Amendment and conferring with the Township's Planner at the Board's April 6, 2022, Regular Meeting, the Board finds that the Ordinance is consistent with the most recent Master Plan examination and plan element updates adopted in 2019. Specifically, the proposed Ordinance provides tightened controls on single-family residential properties and requires consideration of off-site impacts, provision requiring geotechnical analysis of development on parcels with steep slopes, requiring a rock fall zone at the toe of a slope where the potential for rockslides exist, preparation of a maintenance plan and setback requirements at the top of steep slopes.

The proposed ordinance is particularly in keeping with the Township's 2019 Master Plan Update, Principle 3 in the Examination Report, "Protect Natural Features and Environmental Resources," which provides: "Continue to protect natural features and environmental resources, including but not limited to, floodplains, wetlands, woodlands, steep slopes, ridgelines, and areas valuable as scenic, historical, cultural, or recreational resources."

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of April 26, 2022 enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

- **Covid 19 Vaccination Policy**
- **46 Mt. Pleasant Avenue**

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 26, 2022**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: April 26, 2022

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to renew its agreement with Superior Vision for a Four-Year term (the “Term”) from July 1, 2022 through June 30, 2026 (the “Extension”); and

WHEREAS, the monthly guaranteed rates for the Term are unchanged and are set forth in the Extension annexed hereto the Attachment “A”; and

NOW, BE IT HEREBY RESOLOVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Amendment, at the guaranteed rates set forth therein; and be it further

RESOLVED, that the Business Administrator be and is hereby authorized to execute all documents necessary to effectuate the Extension; and be it further

RESOLVED, that this Resolution shall be published and made available in the Clerk’s Office for a reasonable inspection on accordance with applicable law.

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

Susan McCartney, Council President

Adopted: April 26, 2022



Vision Benefits Renewal

March 30, 2022

John Graham
Fairview Insurance Agency Association
25 Fairview Avenue
New Providence, NJ 07974

**Re: Town of West Orange
Policy #307920**

Dear John,

We would like to thank you and your client, **Town of West Orange**, for the continued support you have shown to Superior Vision. The current rates are up for renewal effective **07/01/2022**, and this letter outlines the applicable renewal rates and renewal period.

The renewal rates outlined below are based on the overall results, expected trend for groups with similar characteristics and other factors affecting costs.

We are pleased to inform you that the current rates will remain in place for an additional four years:

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Current Rates	\$6.76	\$11.49	\$12.17	\$18.25
Renewal Rates	\$6.76	\$11.49	\$12.17	\$18.25

Renewal Period: July 1, 2022 – June 30, 2026

Please confirm receipt of the above rates by signing and returning a copy of this letter via fax or email.

Superior Vision is honored to partner with you and we appreciate the trust you have placed in us.

Yours in Superior Service,

Lynn Bunn

Client Manager

lynn.bunn@versanthealth.com

Renewal acknowledged/accepted by: _____

Title: _____

Date: _____

RESOLUTION

WHEREAS, the Borough of North Caldwell and the Township of West Orange wish to enter an Inter-Local Agreement whereby animal facility sheltering services shall be provided for 2022 (the “Agreement”), a copy of the Agreement is annexed hereto as Exhibit “A;” and

WHEREAS, under the Agreement, the Borough of North Caldwell will pay the Township of West Orange the sum of \$3,940 per annum to be prorated on a semi-annual basis of \$1,970 per period for the contract year 2022; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for the contract year be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the costs and other expenses authorized under the agreement; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, pursuant to the terms of the Agreement, the Borough of North Caldwell shall indemnify the Township of West Orange for any services provided for the Borough of North Caldwell.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and is hereby authorized to execute the Agreement with the Borough of North Caldwell, annexed hereto as Exhibit “A,” for year 2022 ending December 31, 2022; and it is further

RESOLVED that notice of this award shall be available in the Clerk’s office in accordance with any applicable law.

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

Susan McCartney
Council President

Adopted: April 26, 2022
4814-8807-0489, v. 1

Exhibit “A”

INTER-LOCAL AGREEMENT

THIS AGREEMENT, dated as of the **1st day of January, 2022** by and between the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, N.J. 07052, hereinafter referred to as "Provider" or "West Orange," and the BOROUGH OF NORTH CALDWELL, a municipal corporation of the State of New Jersey, having principal offices at 141 Gould Avenue, North Caldwell, NJ 07006, hereinafter referred to as "Recipient" or "North Caldwell,"

WITNESSETH

WHEREAS, pursuant to N.J.S.A.40A:65-4 et seq., the Uniform Shared Services and Consolidation Act, any local unit is authorized to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, North Caldwell wishes to retain the services of the West Orange for Animal Facility Sheltering Services for a period of 2022 beginning January 1, 2022 and ending December 31, 2022.

WHEREAS, the Recipient has stated that they impound approximately four (4) to six (6) animals per year, and

WHEREAS, North Caldwell has trained and certified two (2) Animal Control Officers that will perform all animal related functions within their borders.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Facility available to the Recipient on a daily basis, as needed, seven (7) days a week for Recipient Animal Control Officers to impound stray dogs and cats picked up within the borders of North Caldwell.

2. The Recipient will pay the provider the sum of \$3,940 per annum to be prorated on a semi-annual basis of \$1,970 per period and paid within thirty (30) days of receipt of invoice for the contract year 2022.

3. The payment set forth above shall include all employees, equipment and supplies necessary for the care of the animals impounded and the maintenance of the facility, including periodic inspection of animals by a licensed veterinarian.

4. The Provider will provide space at the animal control facility for stray dogs and cats impounded by the Recipient's Animal Control Officers picked up within the borders of the Borough of North Caldwell, provided that the Recipient will not trap for stray cats until the Provider confirms space is available in the quarantine area.

5. The Recipient will provide Animal Control Officers who will be responsible for the transport of stray animals to the West Orange animal control facility.

6. The Recipient's Animal Control Officers will be responsible for securing animals in the proper cages, completing the cage card information and the log in of animal data.

7. The Recipient shall notify the West Orange Health Department prior to impounding an animal.

8. The impounded dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

9. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick-up fee, Monday – Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick-up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

10. Any stray dog or cat in the custody of the Provider charged with biting a human being shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established.

11. The Recipient will be charged a boarding fee of fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

12. The Provider's services include the handling and care of all animals impounded, as described. The charges for owned animals shall be the responsibility of the owner.

13. The Recipient shall advertise or attempt to contact the owner of a stray animal impounded to inform them of the animal's location for redemption.

14. The Provider will not accept sick or injured animals or unwanted owned animals from the Recipient at the animal control facility. If a Recipient animal is determined to be sick or injured the Recipient will be notified to remove the animal for transport to a veterinarian as designated by the Recipient's Animal Control Officers.

15. The Recipient will provide transportation of injured animals to the Recipient's designated veterinarian without assistance from the Provider.

16. The Recipient's Animal Control Officers shall be responsible for the determination and preparation of a specimen to be examined for suspected rabies by the New Jersey Department of Health.

17. The Recipient's Health Department or Animal Control Officers will be responsible for specimen transports to the State for rabies examination.

18. The Provider will be responsible for the annual shelter report filed with the State each year for contract communities.

19. The Provider will include Recipient residents in the free rabies vaccination clinics sponsored at the West Orange locations.

20. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

21. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

22. This is a one-year Contract ending December 31, 2022 and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

BOROUGH OF NORTH CALDWELL
RECIPIENT

ATTEST: *Lami Michelotti*
BOROUGH CLERK

BY: *[Signature]*
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

ATTEST: _____
KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR ROBERT D. PARISI

SCHEDULE A

ADDENDUM TO ANIMAL FACILITY SHELTERING SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF NORTH CALDWELL, RECIPIENT.

1. The Borough of North Caldwell will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of North Caldwell pursuant to the terms and conditions of this Contract or for actions or conduct that occurs at the Provider's Animal Control Facility as it relates to the sheltering of impounded stray dogs and contracts from the Borough of North Caldwell pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of this sheltering agreement with the Borough of North Caldwell of the services of the Provider's Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of North Caldwell by directing same to the Mayor and Business Administrator.

2. The Borough of North Caldwell shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of North Caldwell provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services performed at an animal sheltering facility recognized throughout the State of New Jersey.

**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
176.09	9	PHH Mortgage Services Attn: Loan Servicing 1 Mortgage Way Mt Laurel, NJ 08054	\$3,668.00
TOTAL:			\$3,668.00

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

Susan McCartney
Council President

Adopted: April 26, 2022

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township has authorized the issuance of bonds with regard to the library redevelopment project at 10 Rooney Circle in the Township (“New Library”); and

WHEREAS, the Township has been the successful recipient of Library Bond Grant Funds from the State of New Jersey; and

WHEREAS, the Library Board and its Executive Director have been working closely with the Township concerning the New Library; and

WHEREAS, Anthony Iovino, AIA, PP, LEED of Arcari Iovino Architects, PC of Little Ferry NJ is serving as the architect with regard to the New Library (“Architect”); and

WHEREAS, the Architect designed the bid specifications with regard to the New Library; and

WHEREAS, in or about January 14, 2022, the Township issued the bid specification for the new library; and

WHEREAS, on March 10, 2022, the Township received bids for the New Library; and

WHEREAS, approximately ten (10) entities responded to the bid specification; and

WHEREAS, the Architect has recommended a rebid be conducted due to the proposals being in excess of the previously projected amounts and determining that a rebid with certain alternates would promote further competitive analysis; and

WHEREAS, the Chief Financial Officer concurs with the Architect after conferring with the Library Board Attorney, the Township Attorney and the Township Engineer;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the bids received March 10, 2022, be and are hereby rejected and a rebid is hereby authorized.

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

Susan McCartney
Council President

Adopted: April 26, 2022

107-22
April 26, 2022

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF 2022 SEWER CHARGE DUE TO A DUPLICATE PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the 2022 annual sewer charges;

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 sewer charge.

Block	Lot	Name & Address	Amount
148.07	3	Mary Swann 11 Pen Bryn Road	\$350.00
TOTAL:			\$350.00

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

Susan McCartney
Council President

Adopted: April 26, 2022

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
The Junior League Of Summit	Tricky Tray May 7, 202	560 Northfield Avenue	7770
Jersey Battered Women's Service, Inc.	On-Premise Merchandise May 16, 2022	757 Eagle Rock Avenue	7771

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

Susan McCartney
Council President

Adopted: April 26, 2022

RESOLUTION

WHEREAS, the Township of West Orange entered into a Developer's Agreement dated August 12, 1997 with Shangol, Inc. which detailed certain obligations of the Developer with regard to Block 152.22, Lots 1412.01, 1412.04, 1412.10, 1413, 1424.20, 1424.21 and 1424.22 on the Tax Map of the Township; and

WHEREAS, this Developer's Agreement was recorded in the office of the Essex County Register on October 24, 1997 in Book 5501, pages 167 et seq.; and

WHEREAS, the Township of West Orange entered into a Developers Agreement with Shangol, Inc. dated August 12, 1997, which Developer's Agreement covers the same Block and Lots and which was recorded in the Office of the Essex County Register on December 9, 1997, in Book 5509. Pages 611, et seq.; and

WHEREAS, on September 23, 2021, the West Orange Board of Adjustment granted site plan approval, with variances, to CSH Development to build an 85-unit 100 bed assisted living facility on the site, which approval was memorialized on October 21, 2021; and

WHEREAS, CSH Development requires that the two Developer Agreements be discharged of record as to any provisions in the Developer Agreements that directly impact the Atrium development. Paragraph 25 and all other paragraphs mentioned or referenced in Paragraph 25 of both Developer Agreements shall remain in full force and effect as to the Township of West Orange and the County of Essex and are not impacted by this discharge.

NOW THEREFORE IT IS RESOLVED that the Developer Agreements recorded in Essex County Deed Book 5501, Pages 167, et seq. and Deed Book 5509, Pages 611, et seq. be discharged of record and that the Mayor and Township Attorney are authorized to sign all necessary documents to carry out the discharges set out above; and

IT IS HEREBY FURTHER RESOLVED that the Mayor is authorized to execute and the Township Clerk is authorized to attest to Developer's Construction Agreement with CSH West Orange, L.L.C.

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

Susan McCartney,
Council President

DEVELOPER'S CONSTRUCTION AGREEMENT

THIS DEVELOPER'S CONSTRUCTION AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 2022, between:

CSH WEST ORANGE, LLC, a Delaware limited liability company, with offices located at 1275 Pennsylvania Avenue, NW, Washington, D.C. 20004, and its successors and assigns (collectively, the "**Developer**")

and

THE TOWNSHIP OF WEST ORANGE, in Essex County, a municipal corporation of the State of New Jersey, with offices located at 66 Main Street, West Orange, New Jersey 07052 (the "**Township**")

RECITALS

WHEREAS:

1. The Developer intends to develop the land located at 609 Eagle Rock Avenue, West Orange, New Jersey, and more formally known as Lot 1412.01, in Block 152.22 (the "**Property**").

2. By application of the Developer's affiliate CSH Development, LLC, the Developer obtained preliminary and final major site plan approval, with the following associated use variances, bulk variances and design/waivers exceptions: (1) a "d(1)" use variance for an assisted living facility where same is not permitted in the B-2 zone, (2) a "(d)6" use variance for a 38.33 foot high building, whereas only a 35 foot high building is permitted, (3) a "c" variance for a three (3) story building, whereas only 2.5 stories are permitted, (4) a "c" variance for lot coverage greater than permitted where 60% is permitted and 66.8% (based on Effective Lot Area, as defined by the Township's Code) is proposed, (5) a "c" variance for parking spaces proposed to be located in the front yard where same is not permitted, (6) a "c" variance for one (1) loading dock proposed whereas three (3) loading docks are required, (7) a "c" variance for

number of parking spaces less than required, where 100 parking spaces are required and 51 parking spaces are proposed, (8) a “c” variance for relief from the requirement of a 50-foot buffer from an adjoining residential zone, and (9) a “c” variance for an 8-foot wall to enclose the dumpster and generator, when the maximum wall height allowed is 6 feet (collectively, the “**Approval**”) to effectuate the Developer’s demolition of the existing structure at the Property and construction at the Property of a three-story assisted living facility, consisting of 77,190 square feet, along with customary site improvements and amenities (collectively, the “**Project**” or “**Development**”). The Approval was memorialized by resolution entitled “Resolution of the West Orange Zoning Board of Adjustment, Application No. ZB-21-04, 609 Eagle Rock Avenue (CSH Development, LLC)” adopted by the West Orange Zoning Board of Adjustment (the “**Zoning Board**”) on October 21, 2021 (the “**Resolution**”). The Resolution is attached to this Agreement as Exhibit A and incorporated herein at length.

3. The parties intend for this Agreement to set forth the terms and conditions of a Developer’s Construction Agreement to ensure compliance with the Municipal Land Use Law of the State of New Jersey (the “**MLUL**”), the Zoning and Land Development Ordinance of the Township of West Orange (the “**LDO**”), and the enumerated conditions of the Approval as set forth in the Resolution, and to further ensure the installation of all required Improvements. For purposes of this Agreement, the word “**Improvements**” shall be liberally defined to include all project improvements shown on or otherwise referenced on the Project plans submitted to and approved by the Zoning Board as part of the Approval, as modified by any conditions of approval set forth in the Resolution (collectively, the “**Plans**”) or in the Resolution. The original Resolution and the original Plans signed by the Zoning Board Chairman, Board Secretary and the Township Engineer are on file at the Office of Planning and Zoning in West Orange.

4. It is in the best interest of the Developer and the Township that this Agreement be entered to provide for fulfillment / implementation of all the requirements of the MLUL and the LDO, the conditions of the Approval, and the conditions of all other approvals imposed by any other governmental agency having jurisdiction over the matter.

5. In the event that any of the terms of this Agreement are more stringent than those set forth in the MLUL, the LDO or the Resolution, the Developer hereby agrees to comply with the more stringent provisions of this Agreement.

6. As a condition of the Approval, the Developer is required to enter into this Agreement with the Township, satisfactory to the Township Council, the Township Engineer, and the Township Attorney.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Developer and the Township enter into this Agreement and agree to the following terms, covenants, and conditions:

A. GENERAL:

1. The Developer understands and agrees that no clearing, grading, land disturbance, or removal of trees in any areas designated on the plans as an area of disturbance shall take place until such time as all State, County and local permits as required to be issued as a condition to commencement of such activity are obtained. The Developer further understands and agrees that no construction permit will be issued by the Township until the Developer complies with all applicable Township Ordinances and obtains all required permits and approvals from the State and local agencies, the County of Essex, and all other agencies with jurisdiction over the matter. The Developer shall, at Developer's cost, obtain all necessary permits for work within public rights-of-way. The Developer shall also obtain, at Developer's cost, all necessary permits for

excavation, curb removal, and road opening as well as any Township Soil Removal Permit which may be required.

2. The Developer agrees to be bound by all the terms and conditions of the Approval and applicable Township Ordinances, and to be bound by the testimony, representations, commitments, matters of fact and matters of law, as contained in the Resolution and / or which constitute the file and record of the Zoning Board, *i.e.*, exhibits submitted in support of the application for the Approval, Zoning Board transcripts made in connection with the Approval and the Resolution.

3. The Development shall be in accordance with the MLUL, the LDO and the Residential Site Improvement Standards in effect as of the date of the Approval, except those provisions which are expressly waived by formal action of the Zoning Board as evidenced in the Resolution. It is expressly understood that unless a variance or waiver is specifically set forth in the language of the Resolution, no provision of the LDO is waived, even though there may be items on the Plans and supplementary documentation which may not be in strict compliance with the LDO.

4. Construction activity shall be prohibited on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the first day of Rosh Hashanah and Yom Kippur. The Developer further agrees to restrict all construction activity for site work and exterior construction to the hours of 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 4 p.m. on Saturdays (unless other more stringent restrictions have been adopted by the Township and, in which event, such stricter regulations shall apply). In addition, the Developer agrees to restrict all interior construction activity to the hours of 6:00 a.m. to 8:00 p.m., Monday through Friday, and 6:00 a.m. to 4:00 p.m. on Saturdays (unless other more stringent restrictions

have been adopted by the Township, in which event, such stricter regulations shall apply). Upon written request by the Developer to the Township, work hours may be extended, in the discretion of the Township Engineer, to accommodate special construction operations requiring such extended hours for efficient completion.

5. All noise generated by construction activities shall also comply with the General Ordinances of the Township of West Orange and the rules and prevailing policies of the New Jersey Department of Environmental Protection, with the more restrictive provisions applying.

6. All real estate taxes and assessments on the Property shall be paid in full, as same become due, based upon bills and invoices duly prepared and issued by the Township for the Property. Failure to pay taxes shall be considered an event of default under this Agreement and shall entitle the Township to all remedies prescribed in this Agreement or as otherwise allowed under applicable laws.

B. INFRASTRUCTURE:

The Township shall make public sewer available to the site. The Developer shall provide all other utilities.

C. PHASING OF DEVELOPMENT:

Except as may be approved by the Zoning Board and as permitted by MLUL, the Project will be developed in a single phase. All utility connections shall be appropriately capped and secured. During all periods of construction, the Developer shall provide for appropriate site maintenance.

D. PROJECT CONSTRUCTION:

The Developer shall construct, in accordance with the specifications and design standards of the Township Ordinances, in a manner satisfactory to the Township Engineer, all

Improvements, including but not limited to, the installation of those items specifically set forth herein. The following construction sequence shall be adhered to, by the Developer for the Project.

1. *Conditions to Commencement of Construction.* Prior to issuance of construction permits or commencement of construction,

- (i) all conditions of the Approval applicable to construction of the Project shall be satisfied, the Plans shall be signed accepted by the Township, and all construction cost estimates, performance guarantees, inspection fees and other required fees and contributions shall be posted with the Township;
- (ii) all governmental permits required to be issued as a condition precedent to issuance of a construction permit or to commencement of construction shall be obtained, and the conditions of approval of those permits shall be satisfied as well; and
- (iii) the Developer shall supply the Township Clerk and Zoning Board Secretary with a recorded copy of all documents which must be recorded in conjunction with the Approval, if applicable.

In addition, prior to issuance of zoning, development and construction permits, the Township Engineer must certify, in writing, and the Zoning Officer must find that all conditions of the Approval are satisfied, including, but not limited to, the grant of authority to the Township (at no cost) to exercise jurisdiction over the entire Project under Title 39 of New Jersey Statutes (should the Township wish to receive such authority).

2. *Performance Guarantee.* In accordance with the MLUL, the Developer agrees to post performance guarantees and escrows for the benefit of the Township in the amounts set

forth on Exhibit B, as determined by the Township, on the recommendation of the Township Engineer (collectively, the “**Performance Guarantee**”). The Performance Guarantee will consist of (i) a letter of credit or surety bond, in form and substance acceptable to the Township, as hereinafter provided, and (ii) a cash escrow held by the Township. The Performance Guarantee may be used by the Township to complete certain site improvements required by the Approval, as determined by the Township Engineer and specified on Exhibit B (collectively, the “**Bonded Improvements**”), in the event said Bonded Improvements are not accomplished by the Developer within the time as provided in the Approval or otherwise in this Agreement, and to compensate the Township for any repairs for damage caused by the Developer or the Developer’s agents, employees, representatives, contractors, or vendors (collectively, the “**Developer’s Agents**”) to public facilities resulting from construction of the Project. The Performance Guarantee will be reduced in accordance with the MLUL as the Bonded Improvements are completed, inspected and approved by the Township.

3. *Performance Guarantee – Requirements for Letters of Credit, Surety Bonds and Cash Escrows.* Any performance guarantee posted under this Agreement or in connection with the Project, whether in the form of a performance bond, letter of credit or other arrangement, shall be subject to the review and approval of the Township as to form and amount, through the Township Engineer and Township Attorney, and otherwise meet the requirements of the MLUL and other applicable law. Any performance bond shall be duly executed by the Developer as principal, and the surety company as surety, and shall be issued by an insurance company authorized to do business in the State of New Jersey. Any letter of credit shall provide for automatic extensions thereof, at the discretion of the Township, for a period of time reasonably required to complete the Bonded Improvements or to complete any other work secured by the

Performance Guarantee under this Agreement, and shall further provide for written notice to the Township of not less than thirty (30) days before its expiration, to enable the Township to determine if the letter of credit should be called before its expiration. The Developer agrees that in the event it becomes necessary for the Township to expend any part of any cash deposit, performance bond, letter of credit or other form of performance guarantee, the Developer shall replace the amount so used within thirty (30) days of the date the funds are disbursed. The use of the cash or the letter of credit by the Township shall not be considered a release of the Developer or of the performance guarantee, and the same shall be without prejudice to any rights the Township may have in connection with the construction or installation of the Improvements.

4. *Maintenance Guarantee.* The Developer agrees to post the two-year maintenance guarantees in accordance with and at the time required by the provisions of Township Ordinances, the MLUL, and applicable case law.

5. *Construction Inspection Fee Escrow.* The Developer agrees to pay the costs of inspection of Improvements by the Township Engineer, upon the terms set forth in the MLUL and LDO, by means of a cash escrow to be established by the Developer with the Township, in the amount determined by the Township Engineer and set forth on Exhibit B. (the “**Inspection Escrow**”). Payment of construction inspection fees pursuant to the MLUL and LDO, including those required for any off-tract Improvements shall be current at all times until completion of the Project. Any time the balance on account of the Inspection Escrow falls below the established minimum, the Developer shall, with reasonable notice of not less than ten (10) business days provided by the Township, immediately replenish the Inspection Escrow in an amount determined under and in accordance with the MLUL and LDO. The Township Engineer and other Township officials, in the Township’s discretion, shall suspend providing municipal

services for or with respect to the Project if the account falls below the minimum required amount, except if such municipal services impact public health and safety.

6. *Pre-Construction Meeting.* No later than seventy-two (72) hours prior to commencement of construction, a pre-construction meeting shall occur with the Township Engineer, the Township Construction Official, the Zoning Board Consulting Engineer, representatives of the Township Department of Public Works and the Hudson Essex Passaic Soil Conservation District (the “**HEPSCD**”), and the Developer and the Developer’s authorized representatives. The Developer agrees that arrangement of the said meeting shall be the responsibility of the Developer, and at the reasonable convenience of the Township Engineer. This meeting shall be arranged a minimum of one week prior to the date fixed for the said meeting.

7. *Prior Notice to Commence Construction.* Seventy-two (72) hours’ prior notice of intent to begin construction shall be given to the Township Engineer. Notice may be made by phone or email.

8. *Documentation of Existing Public Improvements.* The Developer shall retain a qualified individual who shall, prior to commencement of construction operations, prepare either a series of 3”x5”, 35mm, color photographs or a color video recording of the construction entrance and the proposed construction vehicle routing plan. The said documents shall be labeled, titled or narrated, time dated and in sufficient detail to document all physical features such as pavement, curbs, sidewalks, driveways, fences, lawns and other features which might be damaged during construction. The Developer shall notify the Township Engineer seventy-two (72) hours prior to preparing the said documents and shall provide the Township Engineer with two (2) copies of all documents produced.

9. *Soil Erosion and Sediment Control.* The Developer shall, at the Developer's cost, arrange for the installation, inspection and approval by the HEPSCD of all soil erosion and sediment control devices. A copy of the approved soil erosion and sediment control plan(s) (the "**HEPSCD Plans**") shall be kept on site at all times (and available for inspection by Township officials).

10. *Construction Traffic and Site Access.* Construction traffic shall be permitted to gain access to the site only through the construction access route specifically shown on the Plans. The construction access shall be maintained throughout the course of construction so as to provide safe, adequate, and appropriate emergency vehicular access to the construction site. The Developer shall arrange for and be responsible to pay for all costs of traffic control officers and vehicles as required under Township Ordinances.

11. *Site Mobilization.* Vehicles and manpower may access the site to commence the construction activities described in this Agreement.

12. *Development Sequence.* Except as otherwise approved by the Township Engineer and as otherwise required by governing permits, approvals or laws and regulations, the following sequence shall be observed by the Developer:

Phase I Construct soil erosion and sediment control measures ("**ESC Measures**") in accordance with the HEPSCD's requirements and recommendations.

A. Install stone anti-tracking pad and other ESC Measures including down slope perimeter hay bales and silt fence

Phase II Concurrently

A. Demolish the existing structures and remove required trees on the Property

B. Clear and rough grade for new building site

Phase III Concurrently

- A. Excavate and install building foundation.
- B. Install electric, telephone and cable utilities underground.
- C. Proceed with building construction.

- Phase IV** Construct sanitary services in accordance with the approved plans and all local, County, State and federal Codes. At the Developer's discretion, this work may begin earlier.
- Phase V** Construct water and gas services in accordance with the approved plans, utility company standards and all local, County, State and Federal Codes. At the Developer's discretion, this work may begin earlier.
- Phase VI** Excavation and install site improvements including lighting, curbing, base paving & sidewalks. Construct off-site improvements including driveway openings and pedestrian sidewalk. At the Developer's discretion, this work may begin earlier.
- Phase VII** Install final vegetation and landscaping.
- Phase VIII** Finalize building construction and install final paving and striping.
- Phase IX** Construct basin sand filter and remove soil erosion and sediment control measures as required.

17. *Developer's Responsibility to Correct Environmental or Infrastructure Problems.*

In the event that during the course of construction, the Township or other governmental agencies or officials with jurisdiction over the Project identify environmental or infrastructure problems as a result of site activities, the Developer shall take reasonable measures to immediately remedy such environmental or infrastructure problems in a timely manner (in a fashion which is approved by the Township Engineer).

18. *Certificate(s) of Occupancy.* The Township agrees that it will issue a Temporary Certificate of Occupancy and a Certificate of Occupancy for the project pursuant to Section 25-40-26 of the LDO and the Uniform Construction Code, which shall govern the terms and conditions of any such permits and certificates, and provided further that each of the following (as applicable) has occurred:

- a. A valid building permit has been issued pursuant to Section 25-40.2 of the LDO, and any and all other permits required by any governmental agency with jurisdiction over the construction of the Project have been issued;
- b. Any and all inspections required in connection with the completion of work contemplated by all requisite permits are satisfactorily completed.
- c. All required guaranties and deposits on file with the Township are current, including the payment of property taxes and inspection fees.

E. COMPLETION OF IMPROVEMENTS:

1. All driveways and parking areas shall remain privately owned by the Developer or its successors. The Developer shall be responsible for all maintenance of all roads, cartways, access ways and driveways within the Project. Except as required by law, the Township shall have no responsibility for the performance or payment of any maintenance or improvements to any such cartways, roads, access ways or driveways.

2. All site Improvements shall be completely constructed within a period of five (5) years from the date of this Agreement as executed by the parties hereto. The issuance of a Certificate of Occupancy by the Township shall not be deemed a waiver or release of any defect found in the Improvements or acceptance of the Improvements during said period or subsequent thereto.

3. If the Property is sold or otherwise transferred by the Developer prior to the completion of all the Improvements, then, as a condition precedent to the continued construction of the Project, the Developer and the purchaser or transferee of the Property shall enter into an assignment and assumption agreement, with the consent and joinder of the Township, pursuant to which the purchaser or transferee assumes all of the Developer's obligations under this Agreement and otherwise commits in writing to all terms, conditions and provisions of this

Agreement and the Approval (an “**Assignment and Assumption Agreement**”). (If the sale or transfer of the Property is involuntary or by operation of law, then, as a condition precedent to continued construction of the Project, the purchaser or transferee shall enter into a replacement Developer’s Construction Agreement with the Township.)

F. SITE ACCESS:

1. The Township and its authorized representatives, consultants, professionals, employees, contractors, and agents (collectively, the “**Township’s Agents**”) shall be given free and liberal access to observe construction of the Improvements and all roads, sanitary sewers, water mains, storm sewers, buildings, landscaping and appurtenances as shown on the approved plans or required by Township Ordinances. Neither the Township nor any of the Township’s Agents shall incur any liability on behalf of the Developer or any third party as a result of failing to object, comment upon, or take action to stop or alter the means, methods, techniques, sequences or procedures of construction selected by the Developer or the Developer’s Agents for safety precautions and programs incident to the work on the Property, or for any failure or negligence of the Developer or the Developer’s Agents to fully comply with applicable laws, rules, regulations, ordinances, codes or orders.

2. The Developer hereby expressly agrees to release, defend, indemnify and hold the Township and the Township’s Agents harmless from and against any and all claims, damages, costs and liabilities for injury or damage received or sustained by any property, person, or entity in connection with, or on account of, the installation and completion of the Improvements and all other construction and installation anticipated, begun, or completed pursuant to the Approval (or Township Ordinances), which is the result of the Developer’s acts or omissions, or the acts or omissions of the Developer’s Agents. The Developer further agrees to aid and defend the

Township and the Township's Agents or any or all of them, if named in any capacity in an action involving the foregoing claims or related claims with respect to the Property, the Improvements, or any construction or work arising from the Approval or Township Ordinances, which are the result of the Developer's acts or omissions, or the acts of omissions of the Developer's Agents. The parties acknowledge that the Developer is not a representative, consultant, agent or employee of the Township. The foregoing indemnification shall specifically exclude any and all acts or omissions of the Township, the Township's Agents, and any person or entity other than the Developer and the Developer's Agents. The Developer shall obtain and maintain for the duration of this Agreement insurance meeting the coverage requirements set forth on Exhibit C and naming the Township as an additional insured.

G. SOIL EROSION AND SEDIMENT CONTROL:

1. Precautions relating to dust control shall be identified on the HEPSCD Plans and shall otherwise comply with the detail sheets in the latest version of the "Standards for Soil Erosion and Sediment Control in New Jersey" (the "**Standards**"). The Developer agrees to sweep, as frequently as determined to be necessary by the Standards, the HEPSCD or the Township Engineer, any and all public roadways where tracking of sediment occurs on one or more instances during any given day. The Developer further agrees that it shall be solely responsible for any sediment tracked onto public roadways by the Developer's Agents, and any damage caused by the same, until issuance of the Certificate of Occupancy. In addition, the Developer agrees that any and all sediment tracked onto public roadways shall be removed by the Developer in such reasonable timeframe as established by the Township. In the event that the Developer fails to fulfill its obligation to remove sediment in public roadways, the Township may, without any obligation to do so, assume the said obligation and back charge the Developer

at prevailing rates for manpower and equipment necessary, and the Developer shall reimburse the Township within 30 days of receipt of any invoice or bill therefor. The Developer shall indemnify and hold the Township and the Township's Agents harmless from any and all liabilities associated with the work performed in the said regard.

2. The Developer shall be solely responsible for inspection and maintenance of all ESC Measures shown on the approved Plans or required by the Standards. Upon noticing any deficiencies in either the maintenance or effectiveness of the approved ESC Measures, or upon receipt of notice of the same by the Township Engineer, the Developer agrees to take immediate action to correct said deficiencies, in a fashion reasonably acceptable to the Township Engineer. Such action may include, but not be limited to, restoration of the approved ESC Measures or providing a design for new soil erosion and sediment control measures prepared according to the Standards by a New Jersey licensed professional engineer to correct said deficiencies. No new designs for soil erosion and sediment control measures can be implemented or used without prior approval by the HEPSCD and the Township Engineer.

3. The Developer agrees to prevent sediment from leaving the site according to the Soil Erosion Act of New Jersey. The Developer further agrees to be solely responsible for any and all damages resulting from sediment leaving the site. The Developer also agrees to provide dust control as required, according to the Standards, in order to prevent negative impacts to adjacent areas.

4. In the event of a sale or other transfer of the Property, the Assignment and Assumption Agreement (or any replacement Developer's Construction Agreement) shall provide that the purchaser or transferee, as successor to the Developer, shall be solely responsible for

proper maintenance and installation of all soil erosion and sediment control measures, devices, appurtenances, etc., required under this Agreement.

H. TRAFFIC CONTROL AND ROADWAY CLOSING:

1. With respect to traffic, the Developer shall prepare and adhere to an approved traffic control plan based upon the Manual on Traffic Control Devices, specifically the section on construction maintenance signs. The existing structural condition of roadways accessing the site shall be documented as outlined under Section D of this Agreement above, and the Developer shall be responsible for all repairs to the said roadways resulting from damage caused by the Developer's construction activity. Repairs of all damaged pavement found to be the Developer's responsibility shall be made prior to issuance of the Certificate of Occupancy.

2. The Developer agrees there shall be no parking of construction-related vehicles on or within any existing public right-of-way. The Developer and its subcontractors shall become familiar with and utilize all approved truck routes and follow weight limits of all access routes to the Project.

3. In the event of any road closures, the Developer further agrees to first seek the approval of the Township Engineer and Township Council. The Developer is also aware that appropriate detour traffic signs must be in place and there must also be prior notice to the Police Department, all emergency services, the Board of Education and the public at large.

4. Unless otherwise indicated, the Developer agrees to be responsible for the installation, maintenance, and removal of all traffic control signs and traffic safety devices until such time as all site construction is completed, and a Certificate of Occupancy has been issued.

5. The Developer hereby grants Title 39 permission (N.J.S.A. 40:39-1 et seq.) to the Township to permit the enforcement of traffic and motor vehicle regulations.

I. SANITARY FACILITIES:

1. The Developer agrees to install and maintain at the Developer's cost, according to law, sanitary facilities (toilets) necessary to accommodate the entire on-site work force. The sanitary facilities shall be in a suitable / discreet location approved by the Township Engineer.

J. COORDINATION WITH MUNICIPAL EMERGENCY SERVICES:

1. Unless otherwise waived by the Township or the West Orange Fire Department, the Developer shall accommodate the cost of two training sessions for the West Orange Fire Department to be conducted at the Property and the Project.

K. INSPECTION FEES:

As provided in Section D of this Agreement above, the Inspection Escrow shall be established, debited and replenished in accordance with the of the MLUL and the LDO, in an amount to be determined by the Township Engineer.

L. DAMAGE TO PUBLIC AND PRIVATE PROPERTY:

1. Developer is responsible for any damage caused by, or related to, construction of the Project which it fails to correct or repair. Any public facilities damaged during the construction process which contribute to an immediate threat to the public health, safety, or welfare shall be repaired within a reasonable timeframe, as established by the Township. Additionally, any other obligations of the Developer to repair damaged public facilities caused by the Developer shall be required only after the Developer is given written notice of the damage, and a 30-day opportunity to correct or cure the same. Continuous maintenance and repair of municipal roadways damaged during the course of construction shall be a continuing obligation of the Developer, subject to the foregoing provisions.

2. The Developer shall use reasonable precautions to prevent damage to public and private property, trees, landscaping and structures along and adjacent to the Project. The Developer agrees, at the Developer's cost, to make all necessary arrangements with the respective utility companies prior to relocation or interruption of service.

3. The Developer agrees not to enter upon or make use of any private property abutting or in proximity to the Project, except where permission is secured in writing therefor from the owner. The Township agrees to utilize good faith efforts to obtain (at no cost) from the affected private property owner(s) any necessary construction access easements or right-of-entry agreements (each a "**Construction Access Agreement**") so as to allow the Developer to install the improvements required by the Resolution. The Township has no obligation to resort to litigation to obtain any such Construction Access Agreement, and nothing contained in this Agreement shall require the Township to provide money or other consideration to any affected private property owner to fulfill the terms of this Agreement. In the event an affected private property owner does not agree to enter into a Construction Access Agreement, the Developer shall be obligated to completing only such work as can be accomplished with access only to the public right-of-way. The Developer agrees to restore or repair, in a reasonable manner satisfactory to the owner, such property which may be damaged by the Developer or the Developer's Agents during the execution of the Project or by the work associated therewith.

4. Failure to correct damage to public and private property caused by the Developer or the Developer's Agents during the execution of the Project shall render the Developer in breach of this Agreement and subject the Developer to the remedies prescribed in this Agreement or as otherwise allowed under applicable laws.

M. CONSTRUCTION INSPECTIONS AND SPECIFICATIONS:

1. The Developer agrees that all construction methods and materials shall comply with approved plans.

2. Construction inspection shall be performed under the supervision of the Township Engineer. The Developer agrees to request inspection by the Township Engineer a minimum of two (2) business days prior to beginning any of the following activities:

- (i) ESC Measures,
- (ii) preparation of road subgrade,
- (iii) curb and gutter (forms),
- (iv) curb and gutter (material placement),
- (v) road surface and paving,
- (vi) sidewalk (forms),
- (vii) sidewalks (material placement),
- (viii) storm drainage pipes and other drainage or flood control facilities (including detention),
- (ix) street and traffic control signs,
- (x) sanitary sewer trench compactor,
- (xi) water main trench compactor and services,
- (xii) landscaping,
- (xiii) traffic safety measures,
- (xiv) paving of parking areas and
- (xv) parking lot striping.

3. The Developer understands and agrees that failure to request inspection as set forth herein may result in uninspected Improvements being summarily rejected, removed and replaced, and not eligible for release or reduction of the Performance Guarantee.

4. The Developer understands and agrees that in addition to the above, random and periodic inspections of the Project are required to ensure compliance with this Agreement. The

Township is permitted to make such reasonable inspections without notice to the Developer or its site representative.

5. The Developer agrees that inspection by the Township of the installation of Improvements and utilities shall not operate to subject the Township or the Township's Agents to claims, suits or liability of any kind which may at any time arise because of defects or negligence caused by the Developer or the Developer's Agents during or as a result of construction. The Developer recognizes its responsibility to maintain safe conditions at all times during construction, prior to acceptance of the Improvements by the Township, and during the Developer's required maintenance period after Township acceptance. The Developer agrees to provide proper utilities, appropriate temporary site improvements and site accessibility at all times during construction.

6. The Developer agrees that neither the Township nor the Township's Agents shall have control or charge of construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the work and, therefore, shall not be held responsible for or have control or charge over any acts or omissions of the Developer, the Developer's Agents or any other person performing any work related to the Development. The Developer agrees, however, that nothing herein shall preclude the Township from exercising all available remedies, including injunctive relief, to insure compliance with the terms and conditions of this Agreement, or to otherwise protect and promote public health, safety, and welfare.

N. ENGINEERING DETAILS:

1. The Developer understands that all conditions cannot be anticipated in the Plans and may require field changes. The Developer agrees that the Township reserves the right to

require reasonable changes to the Project that, in the opinion of the Township Engineer, and after consultation with the Developer's on-site representatives, are necessary to implement the intent of the Plans. Prior to implementation of any such change, the Developer further agrees that the Township Engineer (and if required by Township Ordinance, the Zoning Board) must approve any deviation from the Plans, unless the Township Engineer renders an opinion, in writing, that such approval is not required.

O. DEVELOPER REPRESENTATIVE ON SITE:

The Developer agrees to maintain an authorized English-speaking representative on site who is a competent and responsible person under the Occupational Safety and Hazards Act at all times during construction and installation of Improvements. The said representative shall have authority to correct any deficiency and to correct any unsafe conditions as noted by the Township Engineer, the Township Public Works Superintendent, the Township Construction Official, or the Township Zoning Officer, or any of their respective authorized representatives. The Developer shall be responsible for notifying the aforementioned officials of the name, address, e-mail address and telephone number of Developer's authorized representative. Failure to provide on-site representation shall render the Developer in breach of this Agreement and subject the Developer to the remedies prescribed in this Agreement or as otherwise allowed under applicable laws.

P. PERMITS:

1. The Developer agrees to obtain and keep in its possession at the job site all local and State permits and approvals required to construct this Project, or to perform any activity required to construct the Project. The Developer shall present true copies of the permits to Township officials (when requested to do so). The Developer agrees to provide any and all

notices required by said permits. The Developer's authorized representative shall, at all times, possess on-site copies of all permits and approved plans issued for inspection purposes.

2. In the event that there is any violation of any local, State or federal permit, the Developer shall provide the Township Engineer with notice of any such violation within twenty-four (24) hours of receiving the notice of violation.

Q. AFFORDABLE HOUSING COMPLIANCE:

1. As memorialized in the Resolution, the Project will include 10 Medicaid beds in satisfaction of Township requirements. The Township hereby confirms that the foregoing provision and Medicaid beds and COAH units satisfies all Township affordable housing requirements and that the Project is subject to no further Township fees, contributions or other requirements with respect to affordable housing.

R. CONSTRUCTION AND MAINTENANCE OF ROADWAY AND STORM WATER MANAGEMENT AREAS:

1. The Developer shall be solely responsible for the construction and maintenance of all roadways within the property as hereinafter may be constructed in accordance with the Resolution. The Developer shall provide the necessary easements to the Township permitting access for the purpose of delivering municipal services over said roadways on the Property.

2. Subject to the Township's obligation under Section B of this Agreement above to make sanitary sewer available to the Property, the Developer shall be solely responsible for the installation of any and all utilities, including, but not limited to electricity, water, sewer, storm drainage, cable television, street and exterior lighting and fire prevention.

S. MUNICIPAL RESPONSIBILITY:

1. The Township shall perform all of its obligations under this Agreement and as otherwise set forth in the Resolution.

T. NOTICE OF NON-COMPLIANCE:

The Township shall issue a notice of non-compliance upon any violation of this Agreement. Township Construction Code violations are governed by the Uniform Construction Code and are not modified by this Agreement. The Developer agrees to eliminate any violation within a reasonable time, depending upon the nature of the violation as set forth in a written violation notice, or may be subject to receipt of a stop work order in accordance with this Agreement, provided, however, that the Township Engineer shall have the discretion to extend any period set forth in the violation notice if it is demonstrated to him that the Developer is diligently pursuing a remedy to the non-compliance, and the public interest is not jeopardized. The Developer agrees to use best efforts to eliminate any violation within the time period set forth in any such violation notice.

U. MISCELLANEOUS:

The parties hereby specifically agree as follows:

- a. Any and all easements required by the Project and to which the Township is a party shall be reviewed and approved by the Township Engineer, the Township Attorney and, if so required by Township Ordinance, the Township Council.
- b. All provisions of this Agreement shall comply with prevailing New Jersey law, as may be amended from time to time.

V. REMEDIES:

- 1. The Township may declare the Developer in default under this Agreement, provided written notice of the facts giving rise to said default is provided to the Developer, and a thirty- (30-) day period is provided within which the Developer may cure or demonstrate the ability to cure such default. In the event the default is not cured within said thirty- (30-) day

period, but the Developer has demonstrated to the satisfaction of the Township the ability and willingness to cure said default and has commenced to cure said default within said thirty- (30-) day period, and further provided the public interest is not jeopardized, the Township may permit the Developer such reasonable time as may be required to cure the default. In the event the Developer shall fail to cure the default within said thirty- (30-) day period or fail to commence and diligently pursue such action as may be required to cure such default within said thirty- (30-) day period, the Township may act to formally declare the Developer in default. A default by the Developer under the terms of this Agreement, the Approval or an approval issued by any other governmental authority having jurisdiction over the Project shall entitle the Township to issue a stop-work order by the Township Zoning Officer or the Township Construction Official. If the default is not cured within the time period indicated in the stop-work order, the Township may proceed to exercise its right and to utilize any and all security available to cure the default.

2. The Township may issue a stop work order for any construction activities associated with the Development if the Developer does not cure the violation set forth in the notice of non-compliance. The Developer agrees not to resume any construction activity until written notice to proceed is received from the Township. The Developer may only perform any construction activity necessary to cure the noticed violation (in conjunction with written approval from the Township Engineer).

3. The parties also acknowledge that any dispute or breach of the terms of this Agreement may also be resolved in the Superior Court, Chancery Division, Essex County. The parties submit to the jurisdiction of said Court and agree that any aggrieved party shall, in addition to all other available remedies, be entitled to injunctive relief on notice to the other party as required by Court rules. The parties also waive any right to a jury trial.

4. The Developer understands that any failure by the Developer in violation of the terms of this Agreement to immediately correct any deficiency determined by the Township to be an imminent hazard or an imminent threat to public health or safety will be considered automatic authorization for the Township to have said deficiency corrected and the Township and the Township's Agents have the right (but not the obligation) to enter the Property to remedy any such defects. The Developer agrees to reimburse the Township for all reasonable costs resulting from the repair of said deficiency and all reasonable costs of damages resulting from the Developer's lack of response to correct said deficiency in breach of this Agreement.

5. In the event that the Township must advance monies to repair any deficiencies, such costs shall be a lien on the Property. The Developer shall sign a lien form to be held in escrow by the Township Attorney for purposes of filing in the event of violation of the within provision.

6. The Township consents to the discharge of the recorded Developer's Agreements dated July 12, 1997, and recorded in Essex County deed book 550, pages 167 et seq. and dated July 12, 1997 and recorded in Essex County Deed Book 5509, pages 611 et seq (collectively, the "**Original Developer's Agreements**"). The Township will take all necessary action reasonably required to release the Original Developer's Agreement of record, at the Developer's sole cost and expense, concurrently with the Township's execution and delivery of this Agreement.

7. It is understood between the parties that the obligations under this Developer's Agreement will terminate when the required bonds are discharged by resolution of the Township Council. Upon such discharge by resolution, the Township promptly will execute one or more

instruments in form and substance sufficient to terminate this Agreement and to release any recorded memorandum of this Agreement of record.

W. ENTIRE AGREEMENT:

This Agreement, together with the Approval, sets forth the promises, agreements, conditions and understandings between the parties hereto relative to the subject matter hereof. Except as herein otherwise specifically provided, subsequent alterations, amendments, changes or additions to this Agreement must be in writing and signed by the Township and the Developer.

X. NO WAIVER:

Nothing herein shall be construed as a waiver by the Township of the requirements of the MLUL, any Township Ordinance, or any requirements or conditions of the Approval unless such waiver is specifically stated.

Y. SUCCESSORS AND ASSIGNS BOUND:

All the terms, covenants and conditions set forth in this Agreement shall be for and shall inure to the benefit of and shall be binding upon the respective parties hereto and their successors and assigns. The Developer's assignment of this Agreement and the Approval to a successor-in-interest is governed by Section E of this Agreement above. If a purchaser or other transferee of the Property assignee fails to enter into an Assignment and Assumption Agreement (or replacement Developer's Construction Agreement) in accordance with Section E of this Agreement, then the Township shall have the right to withdraw the Approval and proceed with such other relief as may be appropriate. No assignment of this Agreement or the Approval shall be complete until notice has been provided to the Township pursuant to Section 94-7.4 of the LDO. A memorandum of this Agreement, in form and substance acceptable to the Developer and

the Township, shall (if desired by the Township) be recorded, at the Developer's expense, in the office of the Essex County Clerk.

Z. NOTICES:

All notices hereunder shall be in writing given by personal delivery or by certified mail, return receipt requested postage prepaid addressed as follows:

As to the Developer addressed to:

CSH West Orange, LLC
1275 Pennsylvania Avenue, NW
Second Floor
Washington, DC 20004
202-469-8400
joe.mcelwee@cshpe.com

With a copy to:

Robert L. Podvey, Esq.
Connell Foley, LLP
56 Livingston Avenue
Roseland, New Jersey 07068
973-535-0500
rpodvey@connellfoley.com

As to the Township, addressed to:

Township Clerk
Karen Carnevale, RMC
66 Main Street
Room 101
West Orange, NJ 07052
973-325-4157
Kcarnevale@westorange.org

With a copy to:

Township Attorney
Richard D. Trenk, Esq.
Trenk Isabel, PC
290 W Mount Pleasant Avenue
Building 3, Suite 2350
Livingston, NJ 07039
973-533-1000
RTrenk@trenkisabel.law

Township Engineer,
Leonard Lepore, P.E.
25 Lakeside Avenue
West Orange, NJ 07052
LLepore@westorange.org

or such other address and to the attention of such person as may be designated in writing from time to time.

Any notice given under this Agreement shall be deemed to be received either on the day of personal service, three business days thereafter if delivered by mail, or on the day following the notice if delivered by overnight mail.

AA. AUTHORIZED ACT:

All parties hereto agree that the execution of this Agreement is the authorized act of each of the respective parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this document to be entered into as of the day and year first above written.

WITNESS:

CSH WEST ORANGE, LLC

By: _____
Joseph F. McElwee, Vice President

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, RMC, Township Clerk

By: _____
Robert D. Parisi, Mayor

EXHIBIT A
ZONING BOARD RESOLUTION

EXHIBIT B

**ENGINEER'S SITE IMPROVEMENTS ESTIMATE
AND ASSOCIATED PERFORMANCE GUARANTEE AND ESCROWS**

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Worker's Compensation Limits	Statutory Limits, including Employers Liability not less than \$ 500,000.	
Commercial General Liability Limits	Not less than \$1,000,000. per occurrence	
	Not less than \$2,000,000. aggregate per location or project	
	Not less than \$2,000,000. operations and completed ops	
	Waiver of Subrogation, and Primary & Noncontributory	
Automobile Liability Limits	Not less than \$1,000,000.	
Excess Umbrella Liability Limits	Not less than \$5,000,000.	
	Follow Form	
Pollution Liability Limits	Not less than \$1,000,000.	<i>If applicable</i>
Professional Liability Limits	Not less than \$1,000,000.	<i>If applicable</i>
Carrier Rating	AM Best: A- VIII	
Cancellation Days		

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO
THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment.

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS	18 DAVEY DRIVE		DATE:	11/29/2021	
BLOCK	178.10				
LOT	18				
QUAL	C0053				
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2020	\$366,800.00	\$340,000.00	\$26,800.00	4.284	\$ 1,148.11
2021	\$366,800.00	\$340,000.00	\$26,800.00	4.354	\$ 1,166.87
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TOTAL					\$ 2,314.98
<u>PAYABLE TO:</u>			Release		
			Check		
SPIOTTI & ASSOCIATES, PC			46 Days	1/13/2022	
PO BOX 30			60 Days	1/28/2022	
MIDLAND PARK, NJ 07432					

ADDRESS	64 FREDERICKS ST		DATE:	11/29/2021	
BLOCK	169.02				
LOT	2				
QUAL	C0046				
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2020	\$695,300.00	\$665,000.00	\$ 30,300.00	4.284	\$ 1,298.05
2021	\$695,300.00	\$665,000.00	\$ 30,300.00	4.354	\$ 1,319.26
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TOTAL					\$ 2,617.31
<u>PAYABLE TO:</u>			Release		
SPIOTTI & ASSOCIATES, PC			Check		
PO BOX 30			46 Days	1/13/2022	
MIDLAND PARK, NJ 07432			60 Days	1/28/2022	

ADDRESS	11 YALE TERRACE			DATE:	11/29/2021
BLOCK	41.03				
LOT	80				
QUAL					
	ASSESSMENT				
<u>YEAR</u>	<u>ORIGINAL</u>	<u>JUDGMENT</u>	<u>DIFFERENCE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>
2020	\$462,700.00	\$450,000.00	\$ 12,700.00	4.284	\$ 544.07
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Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: April 26, 2022

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

John Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO
THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT
BY THE TAX COURT OF NEW JERSEY**

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment.

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS	7 MAIN STREET		DATE:	1/21/2022	
BLOCK	60				
LOT	2.01				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2020	\$ 1,499,300.00	\$ 1,400,000.00	\$ 99,300.00	4.284	\$ 4,254.01
2021	\$ 1,499,300.00	\$ 1,400,000.00	\$ 99,300.00	4.354	\$ 4,323.52
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TOTAL					\$ 8,577.53
<u>PAYABLE TO:</u>					
MICHAEL I. SCHNECK, ESQ.					
ATTORNEY TRUST ACCOUNT					
301 SOUTH LIVINGSTON AVENUE					
LIVINGSTON, NJ 07039					

ADDRESS	466 PROSPECT AVE		DATE:	1/12/2022	
BLOCK	84.01				
LOT	63				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2020	\$ 3,786,500.00	\$ 3,400,000.00	\$ 386,500.00	4.284	\$ 16,557.66
2021	\$ 3,786,500.00	\$ 3,400,000.00	\$ 386,500.00	4.354	\$ 16,828.21
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TOTAL					\$ 33,385.87
PAYABLE TO:					
MICHAEL I. SCHNECK, ESQ					
ATTORNEY TRUST ACCOUNT					
301 SOUTH LIVINGSTON AVENUE					
LIVINGSTON, NJ 07039					

ADDRESS	11 PARK WAY		DATE:	1/21/2022	
BLOCK	90				
LOT	4.01				
QUAL					
	ASSESSMENT				
YEAR	ORIGINAL	JUDGMENT	DIFFERENCE	TAX RATE	AMOUNT DUE
2020	\$ 1,193,700.00	\$950,000.00	\$ 243,700.00	4.284	\$ 10,440.11
			\$ -		\$ -
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			\$ -		\$ -
TOTAL					\$ 10,440.11
PAYABLE TO:					
PHILLIPS NIZER, LLP			Release		
ATTORNEY TRUST ACCOUNT			Check		
433 HACKENSACK AVE, STE#803			46 Days	3/7/2022	
HACKENSACK, NJ 07601			60 Days	3/22/2022	

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

Susan McCartney
Council President

Adopted: April 26, 2022

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

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) through the Township’s Housing Rehabilitation Program has a mortgage against certain real property owned by Craig W. Brown and Carline J. Cole (collectively the “Owners”) residing at 230 Eagle Rock Avenue, also identified as Block 112.02, Lot 2 on the tax map of the Township (the “Property”), in the amount of Eighteen Thousand Three Hundred Seventy-Five Thousand Dollars (\$18,375.00), which was dated July 15, 2011 and recorded in the Essex County Register’s Office September 20, 2011 in Book 12328, at Page 2219 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by JPMCB Home in the outstanding amount of One Hundred Nine Thousand Eight Hundred Fifty-Four Dollars (\$109,854.00) (the “First Mortgage”) with an interest rate of 5%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Union Home Mortgage (“Union Home”) in the amount of One Hundred Nineteen Thousand Dollars (\$119,000) with an interest rate of 3.25% (the “New Mortgage”); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owners have requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is approximately \$225,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to

execute a Subordination of Mortgage, annexed hereto as Attachment “**A**,” in favor of Union Home with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Subordination of Mortgage; 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.

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

Susan McCartney
Council President

Adopted: April 26, 2022

Exhibit “A”

Subordination Agreement

This **Subordination Agreement** (hereinafter referred to as the "Agreement") is entered into as of April _____, 2022, by and between The Township of West Orange, with a mailing address of 66 Main Street, West Orange, NJ. 07052, (hereinafter referred to as the "Subordinator") and, Union Home Mortgage, with a mailing address of 8241 Dow Circle West, Strongsville, OH 44136, (hereinafter referred to as the "Franchisee"), collectively referred to as the "Lender," both of whom agree to be bound by this Agreement.

1. The Borrower, with a mailing address of 230 Eagle Rock Avenue, West Orange, NJ. 07052 (hereinafter referred to as the "Borrower") has applied to the Lender for a loan to be made to the Borrower and to be evidenced by a promissory note secured by a mortgage covering certain real property.

The real property offered by the Borrower as security to the Lender is currently subject to the prior lien described below. The Lender will make such loan to the Borrower only on the condition precedent that such prior lien be subordinated to the Lender's mortgage described below.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

2. Subordination of Mortgage. The mortgage to be subordinated covers real property described as 230 Eagle Rock Avenue, West Orange, NJ. 07052, and made on July 15, 2011, between the Borrower and the Subordinator, and filed or recorded on September 20, 2011, in Book 12328, Page 2219 of the records of the County of Essex, State of, New Jersey, shall be and the same is now subordinated and made subject and subsequent to the lien of that certain mortgage covering the real property referenced above, between the Borrower and the Lender.

3. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

The undersigned Subordinator has executed this agreement at _____ on the date first appearing above.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

_____ Subordinator's Printed Name	_____ Franchisee's Printed Name	_____ Borrower's Printed Name
--------------------------------------	------------------------------------	----------------------------------

_____ Subordinator's Signature	_____ Franchisee's Signature	_____ Borrower's Signature
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_____ Date	_____ Date	_____ Date
---------------	---------------	---------------

April 26, 2022

RESOLUTION

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of Street Lighting commencing with 1993; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2021 street lighting costs to twenty-one (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 or in accordance with an Agreement between the private Community and the Township; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2021 Street Lighting Costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as is feasible.

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

Susan McCartney, Council President

Adopted: April 26, 2022

I hereby certify funds are available from Account No. 01-2010-00-9501-148

John Gross, Chief Financial Officer

**2021 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES**

Private Community	Road Length L.F.		No of Lights	Amount per Light	Amount to Be Reimbursed
	Miles				
The Woodlands	4,450	0.843	28	\$111.00	\$3,108.00
Eagle Rock Cooperative	550	0.104	6	\$111.00	\$666.00
West Essex Highlands	13,167	2.494	78	\$111.00	\$8,658.00
Crystal Woods	5,275	0.999	85	\$111.00	\$9,435.00
Llewellyn Park *	47,520	9.0	396	\$111.00	\$36,585.40
Eagle Ridge	13,135	2.488	84	\$111.00	\$9,324.00
Essex Green Villas	1,800	0.341	17	\$111.00	\$1,887.00
Hilton Head North	600	0.114	5	\$111.00	\$555.00
Hilltop Villas	1,300	0.246	11	\$111.00	\$1,221.00
Crown View Manor	1,800	0.341	20	\$111.00	\$1,332.00
Briar Hill Villas	1,000	0.189	12	\$111.00	\$6,660.00
Scenic Hills	8,985	1.702	60	\$111.00	\$6,660.00
Carriage House Condominium	700	0.133	6	\$111.00	\$666.00
Crestmont Gardens	600	0.114	5	\$111.00	\$555.00
Llewellyn Gates Associates	1,200	0.227	10	\$111.00	\$1,110.00
Normandie Estates	1,425	0.270	8	\$111.00	\$888.00
Forest Creek	1,391	0.263	9	\$111.00	\$999.00
Crown View Villas	1,425	0.270	20	\$111.00	\$2,220.00
The Point at Crystal Lake	3,724	0.705	28	\$111.00	\$3,108.00
Bel Air	13,390	\$111.00	59	\$111.00	\$6,549.00
Vizcaya	2,369	0.447	67	\$111.00	\$7,437.00
TOTALS		23.826	1014		\$105,183.40

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for streetlighting



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

April 14, 2022

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

RE: **PURCHASE AND INSTALLATION OF SOLAR POWERED
FLASHING LED BEACON PEDESTRIAN CROSSING SIGNS
GARDEN STATE HIGHWAY PRODUCTS, INC.**

Mayor Parisi, Council President McCartney and Council Members,

The Township desires to purchase and install four (4) Solar Powered Flashing LED Beacon Pedestrian Crossing Signs from Garden State Highway Products, Inc., through the Somerset County Co-Op, CC-0099-21. These flashing beacons will be installed along Main Street at Babcock Place and the West Orange Community House and at the Edison School Driveway and Park Terrace at the Dunkin Donuts. Purchases of these products from Garden State Highway Products, Inc. will exceed the bid threshold of \$44,000.00 for year 2022. I am requesting that you approve the attached Resolution, which will allow the purchase in excess of the bid threshold through the Somerset County Co-Op, CC-0099-21 and authorize the Purchasing Agent to issue and execute a Purchase Order to Garden State Highway Products, Inc., 301 Riverside Drive, Millville, NJ 08332 in the amount of \$44,952.32.

Attached is a Google Street View Map which is typical of the proposed signs except the signs will be double side with four beacons in each direction and the push button to activate them will be on the sign's mast.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Police Chief James Abbott



Image capture: Nov 2021 © 2022 Google

Millbrook, New Jersey

Google

Street View - Nov 2021





Double Sided Beacon

Sales - Quote

Document No. S-QU0012859

Document Date 4/7/2022

Page 1

Quote Valid To Date 4/22/2022

Garden State Highway Products, Inc.

301 Riverside Drive, Millville, NJ 08332

PH: 800.338.5685 Fax: 856.692.6797

www.gshpinc.com

Customer (Bill To):

C27990
West Orange, Township of
Township Hall
66 Main Street
West Orange, NJ 07052

Ship To:

West Orange, Township of
Township Hall
66 Main Street
West Orange, NJ 07052

Salesperson		Shipment Method		Shipment Type	
Rob Green				Partial	
Shipping Agent		Requestor		Payment Terms	
GSHP LOG.				Net 30 days	
Item #	Description	Qty	UOM	List Price	Amount
Variant #	Legend			Sell Price	
12459	TraffiCalm Products - 150 Watt Solar Panel Kit w/ Bracket	8	Each	1,236.00	9,888.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			1,236.00	
11688	TraffiCalm Products - AGM Intelligent Sign Controller, 40Ah AGM Adv. Bat	2	Each	1,789.00	3,578.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			1,789.00	
11152	TraffiCalm Products - AGM Collaborator	2	Each	1,664.00	3,328.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			1,664.00	
12486	TraffiCalm Products - Dual 12" Yellow Vertical Beacons, Yellow Aluminum Housing w/ Brackets	8	Each	1,280.00	10,240.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			1,280.00	
12487	TraffiCalm Products - Yellow Aluminum Visor	16	Each	69.00	1,104.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			69.00	
W11-2-T11FL	W11-2 PEDESTRIAN TRAFFIC Sign - T11FL-30"x30"-.080 GA Alum.-FYG	8	Each	42.29	338.32
30-080FYG	CC-0099-21, Group 3, Item 3			42.29	
W16-7PL-T11FL	W16-7PL DIAGONAL ARROW (Left) (Plaque) Sign - T11FL-24"x12"-.080 GA Alum.-FYG	4	Each	24.00	96.00
2412080FYG	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			24.00	
W16-7PR-T11	W16-7PR DIAGONAL ARROW (Right) (Plaque) Sign - Type 11 Refl.-24"x12"-.080 GA Alum.-FYG	4	Each	24.00	96.00
24X12-080	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			24.00	
11137	TraffiCalm Products - Bulldog Push Button Kit (Sign w/ Kit)	4	Each	428.00	1,712.00

For all billing inquiries contact AR@GSHPINC.com. For all other, contact Sales@GSHPINC.com

**Garden State Highway Products, Inc.**

301 Riverside Drive, Millville, NJ 08332

PH: 800.338.5685 Fax: 856.692.6797

www.gshpinc.com

Sales - Quote

Document No. S-QUO012859

Document Date 4/7/2022

Page 2

Quote Valid To Date 4/22/2022

Customer (Bill To):

C27990

West Orange, Township of

Township Hall

66 Main Street

West Orange, NJ 07052

Ship To:

West Orange, Township of

Township Hall

66 Main Street

West Orange, NJ 07052

Salesperson		Shipment Method		Shipment Type	
Rob Green				Partial	
Shipping Agent		Requestor		Payment Terms	
GSHP LOG.				Net 30 days	
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			428.00	
10485	4.5" O.D. x 15' x .125 Thick Threaded Pole Kit w/ Nat. Alum Finish, Cap, and Door	4	Each	925.00	3,700.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			925.00	
10141	Center Hole Bracket - P4SS - Flared Leg	120	Each	2.50	300.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			2.50	
10940	Snap-Lock Bracket - Radiator-Like Clamp (40" Long)	48	Each	4.00	192.00
	Somerset County Co-Op, CC-0099-21 Group 9, 6.5% Off List			4.00	
11309	Installation by GSHP Services	2	Each	5,190.00	10,380.00
				5,190.00	

Subtotal 44,952.32**Total Tax** 0.00**Total USD** \$44,952.32

R E S O L U T I O N

WHEREAS, the Township desires to purchase and install four (4) Solar Powered Flashing LED Beacon Pedestrian Crossing Signs through the Somerset County Co-Op, CC-0099-21 as per attached sales quote submitted by Garden State Highway Products, Inc. dated April 7, 2022 in the amount of \$44,952.32; and

WHEREAS, these flashing beacons will be installed along Main Street at Babcock Place and the West Orange Community House and at the Edison School Driveway and Park Terrace at the Dunkin Donuts; and

WHEREAS, for 2022, purchases for these products through Garden State Highway Products, Inc. under Somerset County Co-Op. CC-0099-21 will exceed the bid threshold of \$44,000.00; and

WHEREAS, purchases in excess of the bid threshold through a Municipal Cooperative are allowed with the approval by Resolution of the Township Council; and

WHEREAS, as a local government unit and a member of the Somerset County Cooperative can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Garden State Highway Products, Inc. located at 301 Riverside Drive, Millville, NJ 08332 is under contract with the Somerset County Co-Op, CC-0099-21.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$44,952.32 Garden State Highway Products, 301 Riverside Drive, Millville, NJ 08332 with funds certified available by the Chief Financial Officer for the purchase and installation of four Solar Powered Flashing LED Beacon Pedestrian Crossing Signs.

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

Susan McCartney, Council President

Adopted: April 26, 2022

I hereby certify funds are available from Account No. 03 2610 20 0500 150

John Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, the Township desires to purchase and install four (4) Solar Powered Flashing LED Beacon Pedestrian Crossing Signs through the Somerset County Co-Op, CC-0099-21 as per attached sales quote submitted by Garden State Highway Products, Inc. dated April 7, 2022 in the amount of \$44,952.32; and

WHEREAS, these flashing beacons will be installed along Main Street at Babcock Place and the West Orange Community House and at the Edison School Driveway and Park Terrace at the Dunkin Donuts; and

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WHEREAS, purchases in excess of the bid threshold through a Municipal Cooperative are allowed with the approval by Resolution of the Township Council; and

WHEREAS, as a local government unit and a member of the Somerset County Cooperative can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Garden State Highway Products, Inc. located at 301 Riverside Drive, Millville, NJ 08332 is under contract with the Somerset County Co-Op, CC-0099-21.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$44,952.32 Garden State Highway Products, 301 Riverside Drive, Millville, NJ 08332 with funds certified available by the Chief Financial Officer for the purchase and installation of four Solar Powered Flashing LED Beacon Pedestrian Crossing Signs.

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

Susan McCartney, Council President

Adopted: April 26, 2022

I hereby certify funds are available from Account No. 03 2610 20 0500 150

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

April 18, 2022

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

RE: **CONTRACT AWARD FOR**
2021 VARIOUS ROADS IMPROVEMENTS PROJECT
AT LENOX TERRACE, MASSON PLACE AND
CRESTMONT ROAD

Mayor Parisi, Council President McCartney and Council Members:

Pursuant to the advertisement in the Star Ledger on Thursday, March 24, 2022, the Township received eight bids for the project 2021 Various Roads Improvements Project at Lenox Terrace, Masson Place and Crestmont Road on Thursday, April 14, 2022. The work will consist of the milling and resurfacing of all three streets, new granite block curb, ADA accessible ramps at intersections, new driveway aprons, some new sidewalks and new drainage facilities to reduce winter icing. The summary of the eight bids is attached. This project is partially funded with an NJDOT Municipal Aid Grant for FY 2021 in the amount of \$505,000.00.

Reggio Construction, Inc., 416 E. Central Blvd., Palisades Park, NJ 07650 submitted the lowest bid of \$906,394.75. This contractor has performed numerous similar projects for the Township, and their work is very good. I therefore recommend awarding this project in the amount of \$906,394.75 to Reggio Construction, Inc.

A Resolution of Award is attached subject to the approval of the Township Attorney.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/zyc

Cc: John Gross
Kenneth Kayser
Richard D. Trenk
Reggio Construction, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

MA 2021-VARIOUS ROAD IMPROVEMENTS PROJECT AT LENOX TERRACE, MASSON PLACE AND CRESTMOND ROAD
BIDS RECEIVED ON: APRIL 14, 2022

ENGINEER'S TABULATION OF BASE BIDS

				1		2		3		4		5		6		7		8	
				REGGIO CONSTRUCTION, INC.		CIFELLI & SON GENERAL CONSTRUCTION, INC.		CROSSROADS PAVING CO.		MIDWEST CONSTRUCTION, INC.		YOUR WAY CONSTRUCTION, INC.		DLS CONTRACTING, INC.		CARROCIA CO. CONTRACTORS		KM CONSTRUCTION CORP.	
				Contractor Name 416 E. CENTRAL BLVD.		Contractor Name 81 FRANKLIN AVENUE		Contractor Name 386 SOUTH STREET #169		Contractor Name 19 DEAD RIVER ROAD		Contractor Name 404 COIT STREET		Contractor Name 36 MONTESANO ROAD		Contractor Name 336 RT. 22		Contractor Name 14 CORDIER STREET	
				Street Address Palisades Park NJ 07650		Street Address NUTLEY NJ 07110		Street Address NEWARK NJ 07105		Street Address WARREN NJ 07059		Street Address IRVINGTON NJ 07111		Street Address FAIRFIELD NJ 07004		Street Address GREENBROOK NJ 08812		Street Address IRVINGTON NJ 07111	
				City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	PERFORMANCE BOND AND PAMENT BOND	1	DOLLAR	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,255.00	\$ 10,255.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00
2	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 0.01	\$ 0.01	\$ 10,429.00	\$ 10,429.00	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00
3	CONSTRUCTION LAYOUT	1	DOLLAR	\$ 0.01	\$ 0.01	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 0.01	\$ 0.01	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00
4	SILT FENCE	50	LF	\$ 0.01	\$ 0.50	\$ 0.01	\$ 0.50	\$ 1.00	\$ 50.00	\$ 0.01	\$ 0.50	\$ 0.01	\$ 0.50	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 4.00	\$ 200.00
5	HAYBALE	10	UNIT	\$ 0.01	\$ 0.10	\$ 0.01	\$ 0.10	\$ 5.00	\$ 50.00	\$ 10.00	\$ 100.00	\$ 0.01	\$ 0.10	\$ 1.00	\$ 10.00	\$ 10.00	\$ 100.00	\$ 20.00	\$ 200.00
6	INLET FILTER TYPE 2, 2'x4'	33	UNIT	\$ 0.01	\$ 0.33	\$ 0.01	\$ 0.33	\$ 10.00	\$ 330.00	\$ 10.00	\$ 330.00	\$ 0.01	\$ 0.33	\$ 1.00	\$ 33.00	\$ 0.01	\$ 0.33	\$ 50.00	\$ 1,650.00
7	BREAKAWAY BARRICADE	25	UNIT	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25	\$ 1.00	\$ 25.00
8	DRUM	60	UNIT	\$ 0.01	\$ 0.60	\$ 0.01	\$ 0.60	\$ 1.00	\$ 60.00	\$ 0.01	\$ 0.60	\$ 0.01	\$ 0.60	\$ 1.00	\$ 60.00	\$ 0.01	\$ 0.60	\$ 1.00	\$ 60.00
9	TRAFFIC CONE	100	UNIT	\$ 0.01	\$ 1.00	\$ 0.01	\$ 1.00	\$ 1.00	\$ 100.00	\$ 0.01	\$ 1.00	\$ 0.01	\$ 1.00	\$ 1.00	\$ 100.00	\$ 0.01	\$ 1.00	\$ 1.00	\$ 100.00
10	CONSTRUCTION SIGNS	400	SF	\$ 0.01	\$ 4.00	\$ 0.01	\$ 4.00	\$ 1.00	\$ 400.00	\$ 0.01	\$ 4.00	\$ 0.01	\$ 4.00	\$ 1.00	\$ 400.00	\$ 0.01	\$ 4.00	\$ 1.00	\$ 400.00
11	TRAFFIC DIRECTOR, FLAGGER	80	HOUR	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40
12	POLICE TRAFFIC DIRECTORS	1	DOLLAR	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
13	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
14	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
15	CLEARING SITE	1	LS	\$ 5,796.00	\$ 5,796.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 62,000.00	\$ 62,000.00	\$ 29,429.00	\$ 29,429.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
16	EXCAVATION, TEST PIT	20	CY	\$ 0.01	\$ 0.20	\$ 1.00	\$ 20.00	\$ 50.00	\$ 1,000.00	\$ 0.01	\$ 0.20	\$ 0.01	\$ 0.20	\$ 10.00	\$ 200.00	\$ 100.00	\$ 2,000.00	\$ 150.00	\$ 3,000.00
17	EXCAVATION, UNCLASSIFIED	384	CY	\$ 0.01	\$ 3.84	\$ 1.00	\$ 384.00	\$ 20.00	\$ 7,680.00	\$ 30.00	\$ 11,520.00	\$ 0.01	\$ 3.84	\$ 60.00	\$ 23,040.00	\$ 40.00	\$ 15,360.00	\$ 1.00	\$ 384.00
18	REMOVAL OF PAVEMENT	1691	SY	\$ 0.01	\$ 16.91	\$ 0.50	\$ 845.50	\$ 10.00	\$ 16,910.00	\$ 4.50	\$ 7,609.50	\$ 0.01	\$ 16.91	\$ 5.00	\$ 8,455.00	\$ 15.00	\$ 25,365.00	\$ 24.00	\$ 40,584.00
19	EXCAVATION, ROCK	25	CY	\$ 500.00	\$ 12,500.00	\$ 250.00	\$ 6,250.00	\$ 100.00	\$ 2,500.00	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 125.00	\$ 3,125.00	\$ 100.00	\$ 2,500.00	\$ 150.00	\$ 3,750.00
20	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	1349	SY	\$ 0.01	\$ 13.49	\$ 1.00	\$ 1,349.00	\$ 7.00	\$ 9,443.00	\$ 5.50	\$ 7,419.50	\$ 0.01	\$ 13.49	\$ 8.00	\$ 10,792.00	\$ 10.00	\$ 13,490.00	\$ 7.75	\$ 10,454.75
21	HMA MILLING, 3" OR LESS	12151	SY	\$ 4.00	\$ 48,604.00	\$ 5.45	\$ 66,222.95	\$ 4.00	\$ 48,604.00	\$ 4.50	\$ 54,679.50	\$ 4.00	\$ 48,604.00	\$ 4.25	\$ 51,641.75	\$ 3.75	\$ 45,566.25	\$ 5.00	\$ 60,755.00
22	TACK COAT	613	GAL	\$ 0.01	\$ 6.13	\$ 1.00	\$ 613.00	\$ 6.00	\$ 3,678.00	\$ 0.01	\$ 6.13	\$ 0.01	\$ 6.13	\$ 3.00	\$ 1,839.00	\$ 0.01	\$ 6.13	\$ 2.00	\$ 1,226.00
23	HOT MIX ASPHALT 9.5 M64 SURFACE COURSE	1485	TON	\$ 91.00	\$ 135,135.00	\$ 99.00	\$ 147,015.00	\$ 85.00	\$ 126,225.00	\$ 97.00	\$ 144,045.00	\$ 77.70	\$ 115,384.50	\$ 85.00	\$ 126,225.00	\$ 88.50	\$ 131,422.50	\$ 99.00	\$ 147,015.00
24	HOT MIX ASPHALT 12.5 M64 SURFACE COURSE	127	TON	\$ 91.00	\$ 11,557.00	\$ 99.00	\$ 12,573.00	\$ 85.00	\$ 10,795.00	\$ 97.00	\$ 12,319.00	\$ 77.70	\$ 9,867.90	\$ 85.00	\$ 10,795.00	\$ 88.50	\$ 11,239.50	\$ 99.00	\$ 12,573.00
25	HOT MIX ASPHALT 19 M64 BASE COURSE	567	TON	\$ 0.01	\$ 5.67	\$ 35.00	\$ 19,845.00	\$ 80.00	\$ 45,360.00	\$ 85.00	\$ 48,195.00	\$ 77.00	\$ 43,659.00	\$ 85.00	\$ 48,195.00	\$ 94.00	\$ 53,298.00	\$ 100.00	\$ 56,700.00
26	12" REINFORCED CONCRETE PIPE, CLASS V	498	LF	\$ 100.00	\$ 49,800.00	\$ 80.00	\$ 39,840.00	\$ 70.00	\$ 34,860.00	\$ 80.00	\$ 39,840.00	\$ 92.00	\$ 45,816.00	\$ 95.00	\$ 47,310.00	\$ 75.00	\$ 37,350.00	\$ 80.00	\$ 39,840.00
27	15" REINFORCED CONCRETE PIPE, CLASS V	8	LF	\$ 100.00	\$ 800.00	\$ 150.00	\$ 1,200.00	\$ 80.00	\$ 640.00	\$ 100.00	\$ 800.00	\$ 92.00	\$ 736.00	\$ 95.00	\$ 760.00	\$ 150.00	\$ 1,200.00	\$ 121.00	\$ 968.00
28	12" HIGH DENSITY POLYETHYLENE PIPE	8	LF	\$ 80.00	\$ 640.00	\$ 100.00	\$ 800.00	\$ 60.00	\$ 480.00	\$ 100.00	\$ 800.00	\$ 82.00	\$ 656.00	\$ 50.00	\$ 400.00	\$ 60.00	\$ 480.00	\$ 118.00	\$ 944.00
29	UNDERDRAIN, 6" PERFORATED HIGH DENSITYPOLYETHYLENE PIPE	260	LF	\$ 30.00	\$ 7,800.00	\$ 30.00	\$ 7,800.00	\$ 40.00	\$ 10,400.00	\$ 80.00	\$ 20,800.00	\$ 80.00	\$ 20,800.00	\$ 60.00	\$ 15,600.00	\$ 40.00	\$ 10,400.00	\$ 50.00	\$ 13,000.00
30	UNDERDRAIN, 12" PERFORATED HIGH DENSITYPOLYETHYLENE PIPE	346	LF	\$ 50.00	\$ 17,300.00	\$ 35.00	\$ 12,110.00	\$ 45.00	\$ 15,570.00	\$ 60.00	\$ 20,760.00	\$ 89.00	\$ 30,794.00	\$ 75.00	\$ 25,950.00	\$ 50.00	\$ 17,300.00	\$ 65.00	\$ 22,490.00
31	HOUSE DRAIN CONNECTION, INCLUDING CLEANOUT	12	UNIT	\$ 200.00	\$ 2,400.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 0.01	\$ 0.12	\$ 400.00	\$ 4,800.00	\$ 1,500.00	\$ 18,000.00	\$ 800.00	\$ 9,600.00
32	INLET, TYPE D	8	UNIT	\$ 2,500.00	\$ 20,000.00	\$ 2,700.00	\$ 21,600.00	\$ 3,000.00	\$ 24,000.00	\$ 2,500.00	\$ 20,000.00	\$ 3,200.00	\$ 25,600.00	\$ 3,000.00	\$ 24,000.00	\$ 2,000.00	\$ 16,000.00	\$ 2,700.00	\$ 2

MA 2021-VARIOUS ROAD IMPROVEMENTS PROJECT AT LENOX TERRACE, MASSON PLACE AND CRESTMOND ROAD
BIDS RECEIVED ON: APRIL 14, 2022

ENGINEER'S TABULATION OF BASE BIDS

				9		10		11	
				BLACK ROCK ENTERPRISES, LLC		S. BATATA CONSTRUCTION		D&L Paving Contractors, Inc.	
				Contractor Name		Contractor Name		Contractor Name	
				1316 ENGLISH TOWN ROAD		238 ERNSTON RD, SUITE 1R		675 Franklin Avenue	
				Street Address		Street Address		Street Address	
				OLD BRIDGE	NJ 08857	PARLIN	NJ 08859	Nutley	NJ 07110
				City	State/Zip	City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	PERFORMANCE BOND AND PAMENT BOND	1	DOLLAR	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
2	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
3	CONSTRUCTION LAYOUT	1	DOLLAR	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
4	SILT FENCE	50	LF	\$ 10.00	\$ 500.00	\$ 1.00	\$ 50.00	\$ 15.00	\$ 750.00
5	HAYBALE	10	UNIT	\$ 50.00	\$ 500.00	\$ 1.00	\$ 10.00	\$ 25.00	\$ 250.00
6	INLET FILTER TYPE 2, 2'x4'	33	UNIT	\$ 120.00	\$ 3,960.00	\$ 1.00	\$ 33.00	\$ 25.00	\$ 825.00
7	BREAKAWAY BARRICADE	25	UNIT	\$ 0.01	\$ 0.25	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25
8	DRUM	60	UNIT	\$ 0.01	\$ 0.60	\$ 1.00	\$ 60.00	\$ 0.01	\$ 0.60
9	TRAFFIC CONE	100	UNIT	\$ 0.01	\$ 1.00	\$ 1.00	\$ 100.00	\$ 25.00	\$ 2,500.00
10	CONSTRUCTION SIGNS	400	SF	\$ 15.00	\$ 6,000.00	\$ 1.00	\$ 400.00	\$ 20.00	\$ 8,000.00
11	TRAFFIC DIRECTOR, FLAGGER	80	HOURL	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40	\$ 81.43	\$ 6,514.40
12	POLICE TRAFFIC DIRECTORS	1	DOLLAR	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
13	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
14	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
15	CLEARING SITE	1	LS	\$ 11,011.50	\$ 11,011.50	\$ 35,000.00	\$ 35,000.00	\$ 5,000.00	\$ 5,000.00
16	EXCAVATION, TEST PIT	20	CY	\$ 100.00	\$ 2,000.00	\$ 1.00	\$ 20.00	\$ 250.00	\$ 5,000.00
17	EXCAVATION, UNCLASSIFIED	384	CY	\$ 45.00	\$ 17,280.00	\$ 1.00	\$ 384.00	\$ 45.00	\$ 17,280.00
18	REMOVAL OF PAVEMENT	1691	SY	\$ 9.00	\$ 15,219.00	\$ 1.00	\$ 1,691.00	\$ 10.00	\$ 16,910.00
19	EXCAVATION, ROCK	25	CY	\$ 125.00	\$ 3,125.00	\$ 100.00	\$ 2,500.00	\$ 500.00	\$ 12,500.00
20	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	1349	SY	\$ 9.00	\$ 12,141.00	\$ 1.00	\$ 1,349.00	\$ 10.00	\$ 13,490.00
21	HMA MILLING, 3" OR LESS	12151	SY	\$ 3.75	\$ 45,566.25	\$ 7.00	\$ 85,057.00	\$ 5.50	\$ 66,830.50
22	TACK COAT	613	GAL	\$ 4.00	\$ 2,452.00	\$ 1.00	\$ 613.00	\$ 1.00	\$ 613.00
23	HOT MIX ASPHALT 9.5 M64 SURFACE COURSE	1485	TON	\$ 96.00	\$ 142,560.00	\$ 100.00	\$ 148,500.00	\$ 90.00	\$ 133,650.00
24	HOT MIX ASPHALT 12.5 M64 SURFACE COURSE	127	TON	\$ 96.00	\$ 12,192.00	\$ 100.00	\$ 12,700.00	\$ 150.00	\$ 19,050.00
25	HOT MIX ASPHALT 19 M64 BASE COURSE	567	TON	\$ 93.00	\$ 52,731.00	\$ 100.00	\$ 56,700.00	\$ 125.00	\$ 70,875.00
26	12" REINFORCED CONCRETE PIPE, CLASS V	498	LF	\$ 95.00	\$ 47,310.00	\$ 85.00	\$ 42,330.00	\$ 250.00	\$ 124,500.00
27	15" REINFORCED CONCRETE PIPE, CLASS V	8	LF	\$ 250.00	\$ 2,000.00	\$ 100.00	\$ 800.00	\$ 500.00	\$ 4,000.00
28	12" HIGH DENSITY POLYETHYLENE PIPE	8	LF	\$ 175.00	\$ 1,400.00	\$ 100.00	\$ 800.00	\$ 250.00	\$ 2,000.00
29	UNDERDRAIN, 6" PERFORATED HIGH DENSITYPOLYETHYLENE PIPE	260	LF	\$ 55.00	\$ 14,300.00	\$ 50.00	\$ 13,000.00	\$ 65.00	\$ 16,900.00
30	UNDERDRAIN, 12" PERFORATED HIGH DENSITYPOLYETHYLENE PIPE	346	LF	\$ 65.00	\$ 22,490.00	\$ 50.00	\$ 17,300.00	\$ 110.00	\$ 38,060.00
31	HOUSE DRAIN CONNECTION, INCLUDING CLEANOUT	12	UNIT	\$ 450.00	\$ 5,400.00	\$ 1,000.00	\$ 12,000.00	\$ 750.00	\$ 9,000.00
32	INLET, TYPE D	8	UNIT	\$ 5,000.00	\$ 40,000.00	\$ 2,000.00	\$ 16,000.00	\$ 5,000.00	\$ 40,000.00
33	RESET EXISTING CASTING	5	UNIT	\$ 350.00	\$ 1,750.00	\$ 1,000.00	\$ 5,000.00	\$ 300.00	\$ 1,500.00
34	SET INLET TYPE B, CASTING	4	UNIT	\$ 1,250.00	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00
35	SET INLET TYPE D, CASTING	7	UNIT	\$ 1,500.00	\$ 10,500.00	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00
36	SET MANHOLE CASTING	5	UNIT	\$ 950.00	\$ 4,750.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
37	RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING	1	UNIT	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00
38	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,200.00	\$ 2,200.00
39	RECONSTRUCTED INLET, TYPE D, USING EXISTING CASTING	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00
40	RECONSTRUCTED INLET, TYPE E, USING EXISTING CASTING	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00	\$ 2,800.00
41	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	4	UNIT	\$ 2,500.00	\$ 10,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,800.00	\$ 11,200.00
42	RECONSTRUCTED INLET, TYPE D, USING NEW CASTING	3	UNIT	\$ 2,750.00	\$ 8,250.00	\$ 1,500.00	\$ 4,500.00	\$ 3,000.00	\$ 9,000.00
43	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
44	RECONSTRUCTED MANHOLE, USING NEW CASTING	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
45	BICYCLE SAFE GRATE	1	UNIT	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00
46	CURB PIECE	2	UNIT	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00
47	INLET, 2'x2'	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
48	RECONSTRUCTED INLET TYPE D CONVERT TO EXTENDED INLET	1	UNIT	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
49	CONCRETE SIDEWALK, 4" THICK	1917	SY	\$ 80.00	\$ 153,360.00	\$ 70.00	\$ 134,190.00	\$ 92.00	\$ 176,364.00
50	CONCRETE SIDEWALK, REINFORCED, 6" THICK	829	SY	\$ 80.00	\$ 66,320.00	\$ 75.00	\$ 62,175.00	\$ 96.00	\$ 79,584.00
51	HOT MIX ASPHALT DRIVEWAY, 2" THICK	367	SY	\$ 50.00	\$ 18,350.00	\$ 50.00	\$ 18,350.00	\$ 45.00	\$ 16,515.00
52	RESET PAVER/SLATE SIDEWALK/DRIVEWAY	51	SY	\$ 125.00	\$ 6,375.00	\$ 100.00	\$ 5,100.00	\$ 125.00	\$ 6,375.00
53	DETECTABLE WARNING SURFACE	6	SY	\$ 1,000.00	\$ 6,000.00	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00
54	9"x18" CONCRETE VERTICAL CURB	86	LF	\$ 30.00	\$ 2,580.00	\$ 35.00	\$ 3,010.00	\$ 50.00	\$ 4,300.00
55	GRANITE CURB	6989	LF	\$ 30.00	\$ 209,670.00	\$ 35.00	\$ 244,615.00	\$ 40.00	\$ 279,560.00
56	TRAFFIC MARKINGS LINES, 4"	200	LF	\$ 2.00	\$ 400.00	\$ 2.00	\$ 400.00	\$ 3.00	\$ 600.00
57	TRAFFIC MARKINGS LINES, 8"	158	LF	\$ 4.00	\$ 632.00	\$ 4.00	\$ 632.00	\$ 5.00	\$ 790.00
58	TRAFFIC MARKINGS LINES, 12"	66	LF	\$ 6.00	\$ 396.00	\$ 6.00	\$ 396.00	\$ 7.00	\$ 462.00
59	TRAFFIC MARKINGS LINES, 24"	33	LF	\$ 12.00	\$ 396.00	\$ 12.00	\$ 396.00	\$ 15.00	\$ 495.00
60	REGULATORY AND WARNING SIGN	33	SF	\$ 44.00	\$ 1,452.00	\$ 50.00	\$ 1,650.00	\$ 50.00	\$ 1,650.00
61	RESET WATER VALVE BOX	9	UNIT	\$ 25.00	\$ 225.00	\$ 100.00	\$ 900.00	\$ 50.00	\$ 450.00
62	RECONSTRUCTED MANHOLE, SANITARY SEWER, USING NEW CASTING	2	UNIT	\$ 2,500.00	\$ 5,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00
63	RESET MANHOLE, SANITARY SEWER, USING NEW CASTING	14	UNIT	\$ 1,000.00	\$ 14,000.00	\$ 2,000.00	\$ 28,000.00	\$ 500.00	\$ 7,000.00
64	RESET GAS VALVE BOX	3	UNIT	\$ 25.00	\$ 75.00	\$ 100.00	\$ 300.00	\$ 50.00	\$ 150.00
65	TREE REMOVAL, OVER 6" TO 12" DIAMETER	1	UNIT	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
66	TREE REMOVAL, OVER 12" TO 18" DIAMETER	3	UNIT	\$ 910.00	\$ 2,730.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00
67	TREE REMOVAL, OVER 18" TO 24" DIAMETER	6	UNIT	\$ 1,750.00	\$ 10,500.00	\$ 1,500.00	\$ 9,000.00	\$ 2,000.00	\$ 12,000.00
68	TREE REMOVAL, OVER 24" TO 30" DIAMETER	4	UNIT	\$ 2,750.00	\$ 11,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00
69	TREE REMOVAL, OVER 30" TO 36" DIAMETER	1	UNIT	\$ 3,900.00	\$ 3,900.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
70	TREE REMOVAL, OVER 36" DIAMETER	1	UNIT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
71	TOPSOIL SPREADING 4" THICK	4960	SY	\$ 4.00	\$ 19,840.00	\$ 5.00	\$ 24,800.00	\$ 5.00	\$ 24,800.00
72	FERTILIZING AND SEEDING, TYPE A-3	4960	SY	\$ 1.00	\$ 4,960.00	\$ 1.00	\$ 4,960.00	\$ 1.00	\$ 4,960.00
73	TOPSOIL STABILIZATION, TYPE 2 MAT	150	SY	\$ 5.00	\$ 750.00	\$ 10.00	\$ 1,500.00	\$ 25.00	\$ 3,750.00
74	STRAW MULCHING	4960	SY	\$ 1.00	\$ 4,960.00	\$ 1.00	\$ 4,960.00	\$ 1.00	\$ 4,960.00
75	SMALL DECIDIOUS TREE, 2-2 1/2" CALIPER, B&B	16	UNIT	\$ 750.00	\$ 12,000.00	\$ 750.00	\$ 12,000.00	\$ 750.00	\$ 12,000.00
TOTAL BASE BID AMOUNT					\$ 1,220,000.00		\$ 1,231,170.40		\$ 1,464,363.75

R E S O L U T I O N

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID
AND ECONOMIC DEVELOPMENT
RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED, that the Township Council of the Township of West Orange hereby recommends to the New Jersey Department of Transportation that the contract for 2021 Various Roads Improvements Project at Lenox Terrace, Masson Place and Crestmont Road in the Township of West Orange, county of Essex be awarded to Reggio Construction, Inc., 416 E. Central Blvd., Palisades Park, NJ 07650 whose bid amounted to **\$906,394.75 subject** to the approval of the Department.

BE IT FURTHER RESOLVED, that the Mayor of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

BE IT FURTHER RESOLVED, that the Clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township Council of the Township of West Orange on April 26, 2022.

Susan McCartney, Council President

(Date)

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

(Date)

I certify funds are available for this project

**2021 NJDOT Grant
\$505,000.00
2021 Capital Budget
03 2661 21 0500 110
\$401,394.75**

John O. Gross, Certified 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

April 18, 2022

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

RE: **CONTRACT AWARD**
STREET IMPROVEMENTS, 2020, PHASE III

Mayor Parisi, Council President McCartney and Council Members:

Pursuant to the advertisement in the West Orange Chronicle on Thursday, March 24, 2022, the Township received nine bids for the project Street Improvements, 2020, Phase III on Thursday, April 14, 2022. The work will consist of the milling and resurfacing of 15 streets or parts thereof, curb replacement, sidewalk improvements and new driveway aprons at various streets. The summary of the ten bids is attached as well as a list of the streets included in this contract.

Reggio Construction, Inc., 416 E. Central Blvd, Palisades Park, NJ 07650 submitted the lowest bid of \$1,806,531.81. This firm has performed numerous similar projects for the Township, and their work is very good. I therefore recommend awarding this project in the amount of \$1,806,531.81 to Reggio Construction, Inc.

A Resolution of Award is attached subject to the approval of the Township Attorney.

Very truly yours,


Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/zyc

Cc:

John Gross
Kenneth Kayser
Richard D. Trenk
Reggio Construction, Inc.

STREET IMPROVEMENTS 2020 - PHASE III

BIDS RECEIVED ON: APRIL 14, 2022

ENGINEER'S TABULATION OF BASE BIDS

				1		2		3		4		5	
				REGGIO CONSTRUCTION, INC.		CIFELLI & SON GENERAL CONSTRUCTION		CROSS ROADS PAVING CO.		MIDWEST CONSTRUCTION, INC.		BLACK ROCK ENTERPRISES, LLC	
				Contractor Name 416 E. CENTRAL BLVD.		Contractor Name 81 FRANKLIN AVENUE		Contractor Name 386 SOUTH ST. #169		Contractor Name 23 DEAD RIVER ROAD		Contractor Name 1316 ENGLISHTOWN ROAD	
				Street Address Palisades Park NJ 07650		Street Address NUTLEY NJ 07110		Street Address NEWARK NJ 07105		Street Address WARREN NJ 07059		Street Address OLD BRIDGE NJ 08857	
				City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 18,450.00	\$ 18,450.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 32,500.00	\$ 32,500.00	\$ 21,510.00	\$ 21,510.00
2	CONSTRUCTION LAYOUT	1	LS	\$ 0.01	\$ 0.01	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
3	INLET FILTER TYPE 2	55	UNIT	\$ 0.01	\$ 0.55	\$ 0.01	\$ 0.55	\$ 1.00	\$ 55.00	\$ 0.01	\$ 0.55	\$ 100.00	\$ 5,500.00
4A	BREAKAWAY BARRICADES	25	UNIT	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25	\$ 0.01	\$ 0.25
4B	DRUM	200	UNIT	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00
4C	TRAFFIC CONES	200	UNIT	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00
4D	CONSTRUCTION SIGNS	2800	SF	\$ 0.01	\$ 28.00	\$ 0.01	\$ 28.00	\$ 1.00	\$ 2,800.00	\$ 0.01	\$ 28.00	\$ 13.00	\$ 36,400.00
4E	TRAFFIC DIRECTOR POLICE	1	ALLOWANCE	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
5A	FUEL PRICE ADJUSTMENT	1	ALLOWANCE	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
5B	ASPHALT PRICE ADJUSTMENT	1	ALLOWANCE	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
6	FINAL CLEANUP	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 48,738.00	\$ 48,738.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7	CLEARING SITE	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 38,738.00	\$ 38,738.00	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00	\$ 45,000.00	\$ 24,453.00	\$ 24,453.00
8	EXCAVATION, BASE REPAIR, 12-IN DEEP	2022	SY	\$ 0.01	\$ 20.22	\$ 1.00	\$ 2,022.00	\$ 25.00	\$ 50,550.00	\$ 50.00	\$ 101,100.00	\$ 20.00	\$ 40,440.00
9A	DENSE-GRADED AGGREGATE BASE COURSE, DRIVEWAY, 4-IN. THICK	2001	SY	\$ 0.01	\$ 20.01	\$ 1.00	\$ 2,001.00	\$ 6.00	\$ 12,006.00	\$ 0.01	\$ 20.01	\$ 6.00	\$ 12,006.00
9B	DENSE-GRADED AGGREGATE BASE COURSE, DRIVEWAY, 6-IN. THICK	2022	SY	\$ 0.01	\$ 20.22	\$ 1.00	\$ 2,022.00	\$ 7.00	\$ 14,154.00	\$ 0.01	\$ 20.22	\$ 8.00	\$ 16,176.00
9C	DENSE-GRADED AGGREGATE	50	TON	\$ 0.01	\$ 0.50	\$ 15.00	\$ 750.00	\$ 8.00	\$ 400.00	\$ 22.00	\$ 1,100.00	\$ 50.00	\$ 2,500.00
10A	HMA MILLING, UNCLASSIFIED DEPTH	35993	SY	\$ 3.85	\$ 138,573.05	\$ 4.95	\$ 178,165.35	\$ 4.00	\$ 143,972.00	\$ 4.50	\$ 161,968.50	\$ 3.75	\$ 134,973.75
10B	HOT-MIX ASPHALT LEVELING COURSE, 9.5M64	126	TON	\$ 0.01	\$ 1.26	\$ 90.00	\$ 11,340.00	\$ 85.00	\$ 10,710.00	\$ 97.00	\$ 12,222.00	\$ 65.00	\$ 8,190.00
10C	HOT-MIX ASPHALT SURFACE COURSE, 9.5M64	4896	TON	\$ 89.00	\$ 435,744.00	\$ 90.00	\$ 440,640.00	\$ 85.00	\$ 416,160.00	\$ 97.00	\$ 474,912.00	\$ 96.00	\$ 470,016.00
10D	CONCRETE PAVEMENT JOINT AND CRACK SEALING	2363	LF	\$ 0.01	\$ 23.63	\$ 1.00	\$ 2,363.00	\$ 3.00	\$ 7,089.00	\$ 2.00	\$ 4,726.00	\$ 2.00	\$ 4,726.00
10E	GEOTEXTILE MEMBRANE CRACK SEALING	1849	SY	\$ 3.50	\$ 6,471.50	\$ 2.00	\$ 3,698.00	\$ 5.00	\$ 9,245.00	\$ 2.00	\$ 3,698.00	\$ 3.00	\$ 5,547.00
10F	CONCRETE MILLING	1849	SY	\$ 0.01	\$ 18.49	\$ 2.00	\$ 3,698.00	\$ 15.00	\$ 27,735.00	\$ 5.00	\$ 9,245.00	\$ 3.00	\$ 5,547.00
10G	HOT MIX ASPHALT 19M64 BASE COURSE	550	TON	\$ 0.01	\$ 5.50	\$ 5.00	\$ 2,750.00	\$ 85.00	\$ 46,750.00	\$ 90.00	\$ 49,500.00	\$ 94.00	\$ 51,700.00
11A	6-IN.-DIA HIGH DENSITY POLYETHYLENE PERFORATED PIPE, UNCLASSIFIED DEPTH, BEHIND CURB	500	LF	\$ 30.00	\$ 15,000.00	\$ 32.00	\$ 16,000.00	\$ 30.00	\$ 15,000.00	\$ 30.00	\$ 15,000.00	\$ 40.00	\$ 20,000.00
11B	6-IN.-DIA HIGH DENSITY POLYETHYLENE PERFORATED PIPE, UNCLASSIFIED DEPTH, BENEATH ROADWAY	500	LF	\$ 35.00	\$ 17,500.00	\$ 38.00	\$ 19,000.00	\$ 30.00	\$ 15,000.00	\$ 30.00	\$ 15,000.00	\$ 50.00	\$ 25,000.00
11C	15-IN.-DIA REINFORCED CONCRETE PIPE, UNCLASSIFIED DEPTH	80	LF	\$ 80.00	\$ 6,400.00	\$ 100.00	\$ 8,000.00	\$ 85.00	\$ 6,800.00	\$ 85.00	\$ 6,800.00	\$ 85.00	\$ 6,800.00
12A	TYPE A CASTING WITH BICYCLE-SAFE GRATES	5	UNIT	\$ 600.00	\$ 3,000.00	\$ 565.00	\$ 2,825.00	\$ 800.00	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00
12B	TYPE D ECO N CASTING WITH BICYCLE-SAFE GRATES	50	UNIT	\$ 900.00	\$ 45,000.00	\$ 825.00	\$ 41,250.00	\$ 1,000.00	\$ 50,000.00	\$ 1,000.00	\$ 50,000.00	\$ 1,200.00	\$ 60,000.00
12C	MANHOLE FRAME AND COVER	45	UNIT	\$ 450.00	\$ 20,250.00	\$ 450.00	\$ 20,250.00	\$ 700.00	\$ 31,500.00	\$ 600.00	\$ 27,000.00	\$ 850.00	\$ 38,250.00
12D	PARGE INTERIOR OF EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	47	UNIT	\$ 100.00	\$ 4,700.00	\$ 250.00	\$ 11,750.00	\$ 650.00	\$ 30,550.00	\$ 600.00	\$ 28,200.00	\$ 800.00	\$ 37,600.00
12E	RECONSTRUCT EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	40	UNIT	\$ 1,000.00	\$ 40,000.00	\$ 975.00	\$ 39,000.00	\$ 850.00	\$ 34,000.00	\$ 1,800.00	\$ 72,000.00	\$ 1,000.00	\$ 40,000.00
12F	CONSTRUCT NEW STORM DRAIN INLET OR MANHOLE	13	UNIT	\$ 0.01	\$ 0.13	\$ 2,600.00	\$ 33,800.00	\$ 3,800.00	\$ 49,400.00	\$ 3,000.00	\$ 39,000.00	\$ 4,500.00	\$ 58,500.00
12G	SET OR RESET MANHOLE FRAME OR CATCH BASIN CASTING	97	UNIT	\$ 150.00	\$ 14,550.00	\$ 225.00	\$ 21,825.00	\$ 200.00	\$ 19,400.00	\$ 300.00	\$ 29,100.00	\$ 750.00	\$ 72,750.00
12H	TYPE E CASTING WITH BICYCLE-SAFE GRATES	2	UNIT	\$ 1,000.00	\$ 2,000.00	\$ 1,050.00	\$ 2,100.00	\$ 1,300.00	\$ 2,600.00	\$ 1,400.00	\$ 2,800.00	\$ 1,650.00	\$ 3,300.00
13A	CONCRETE SIDEWALK, REINFORCED, 4-IN. THICK	537	SY	\$ 63.00	\$ 33,831.00	\$ 70.00	\$ 37,590.00	\$ 72.00	\$ 38,664.00	\$ 68.00	\$ 36,516.00	\$ 85.00	\$ 45,645.00
13B	CONCRETE SIDEWALK/APRON REINFORCE, 6-IN. THICK	454	SY	\$ 65.00	\$ 29,510.00	\$ 72.00	\$ 32,688.00	\$ 72.00	\$ 32,688.00	\$ 78.00	\$ 35,412.00	\$ 85.00	\$ 38,590.00
13C	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE 9.5M64 2-IN THICK	2001	SY	\$ 29.00	\$ 58,029.00	\$ 29.00	\$ 58,029.00	\$ 40.00	\$ 80,040.00	\$ 33.00	\$ 66,033.00	\$ 40.00	\$ 80,040.00
13D	RESET PAVER/SLATE DRIVEWAY OR WALKWAY	234	SY	\$ 0.01	\$ 2.34	\$ 95.00	\$ 22,230.00	\$ 80.00	\$ 18,720.00	\$ 90.00	\$ 21,060.00	\$ 100.00	\$ 23,400.00
13E	DETECTABLE WARNING SURFACE (2FT x 4 FT)	6	UNIT	\$ 100.00	\$ 600.00	\$ 275.00	\$ 1,650.00	\$ 250.00	\$ 1,500.00	\$ 150.00	\$ 900.00	\$ 700.00	\$ 4,200.00
14A	GRANITE (BELIGIAN BLOCK) CURB	20369	LF	\$ 28.00	\$ 570,332.00	\$ 30.00	\$ 611,070.00	\$ 27.00	\$ 549,963.00	\$ 28.00	\$ 570,332.00	\$ 29.00	\$ 590,701.00
14B	CONCRETE CURB	70	LF	\$ 28.00	\$ 1,960.00	\$ 35.00	\$ 2,450.00	\$ 30.00	\$ 2,100.00	\$ 28.00	\$ 1,960.00	\$ 29.00	\$ 2,030.00
15	GALVANIZED STEEL BEAM GUIDE RAIL, POST SPACING 6FT 3IN	57	LF	\$ 100.00	\$ 5,700.00	\$ 165.00	\$ 9,405.00	\$ 50.00	\$ 2,850.00	\$ 150.00	\$ 8,550.00	\$ 100.00	\$ 5,700.00
16	TRAFFIC STRIPES	3887	LF	\$ 2.00	\$ 7,774.00	\$ 2.25	\$ 8,745.75	\$ 1.00	\$ 3,887.00	\$ 1.00	\$ 3,887.00	\$ 1.00	\$ 3,887.00
17A	REGULATORY AND WARNING SIGNS, (UP TO 12"x18")	25	UNIT	\$ 0.01	\$ 0.25	\$ 1.00	\$ 25.00	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00
17B	REGULATORY AND WARNING SIGNS, (GREATER THAN 12"x18" AND UP TO 30"x30")	40	UNIT	\$ 0.01	\$ 0.40	\$ 1.00	\$ 40.00	\$ 260.00	\$ 10,400.00	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00
18	RESET EXISTING WATER MAIN AND GAS VALVE BOXES	150	UNIT	\$ 0.01	\$ 1.50	\$ 10.00	\$ 1,500.00	\$ 25.00	\$ 3,750.00	\$ 0.01	\$ 1.50	\$ 20.00	\$ 3,000.00
19A	24-IN.-DIA PVC PIPE, UNCLASSIFIED DEPTH	266	LF	\$ 485.00	\$ 129,010.00	\$ 545.00	\$ 144,970.00	\$ 350.00	\$ 93,100.00	\$ 0.01	\$ 2.66	\$ 120.00	\$ 31,920.00
19B	CONSTRUCT NEW SANITARY CLEANOUT	20	UNIT	\$ 250.00	\$ 5,000.00	\$ 300.00	\$ 6,000.00	\$ 900.00	\$ 18,000.00	\$ 0.01	\$ 0.20	\$ 1,000.00	\$ 20,000.00
TOTAL BASE BID AMOUNT					\$ 1,806,531.81		\$ 2,097,150.90		\$ 2,097,963.00		\$ 2,140,598.89		\$ 2,268,002.00

STREET IMPROVEMENTS 2020 - PHASE III

BIDS RECEIVED ON: APRIL 14, 2022

ENGINEER'S TABULATION OF BASE BIDS

				6		7		8		9	
				S. BATATA CONSTRUCTION		KM CONSTRUCTION CORP.		A&J CONTRACTORS GROUP, INC		D&L Paving Contractors, Inc.	
				Contractor Name		Contractor Name		Contractor Name		Contractor Name	
				238 ERNSTON RD, SUITE 1R		14 CORDIER STREET		105 FEDERAL ROAD		675 Franklin Avenue	
				Street Address		Street Address		Street Address		Street Address	
				PARLIN NJ 08859		IRVINGTON NJ 07111		MONROE NJ 08831		Nutley NJ 07110	
				City	State/Zip	City	State/Zip	City	State/Zip	City	State/Zip
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 168,500.00	\$ 168,500.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00
2	CONSTRUCTION LAYOUT	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
3	INLET FILTER TYPE 2	55	UNIT	\$ 1.00	\$ 55.00	\$ 50.00	\$ 2,750.00	\$ 1.00	\$ 55.00	\$ 25.00	\$ 1,375.00
4A	BREAKAWAY BARRICADES	25	UNIT	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00	\$ 0.01	\$ 0.25
4B	DRUM	200	UNIT	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00
4C	TRAFFIC CONES	200	UNIT	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 25.00	\$ 5,000.00
4D	CONSTRUCTION SIGNS	2800	SF	\$ 1.00	\$ 2,800.00	\$ 10.00	\$ 28,000.00	\$ 1.00	\$ 2,800.00	\$ 5.00	\$ 14,000.00
4E	TRAFFIC DIRECTOR POLICE	1	ALLOWANCE	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
5A	FUEL PRICE ADJUSTMENT	1	ALLOWANCE	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
5B	ASPHALT PRICE ADJUSTMENT	1	ALLOWANCE	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
6	FINAL CLEANUP	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
7	CLEARING SITE	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 82,500.00	\$ 82,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8	EXCAVATION, BASE REPAIR, 12-IN DEEP	2022	SY	\$ 10.00	\$ 20,220.00	\$ 20.00	\$ 40,440.00	\$ 6.00	\$ 12,132.00	\$ 125.00	\$ 252,750.00
9A	DENSE-GRADED AGGREGATE BASE COURSE, DRIVEWAY, 4-IN. THICK	2001	SY	\$ 10.00	\$ 20,010.00	\$ 7.00	\$ 14,007.00	\$ 7.00	\$ 14,007.00	\$ 10.00	\$ 20,010.00
9B	DENSE-GRADED AGGREGATE BASE COURSE, DRIVEWAY, 6-IN. THICK	2022	SY	\$ 10.00	\$ 20,220.00	\$ 1.00	\$ 2,022.00	\$ 8.00	\$ 16,176.00	\$ 12.00	\$ 24,264.00
9C	DENSE-GRADED AGGREGATE	50	TON	\$ 50.00	\$ 2,500.00	\$ 1.00	\$ 50.00	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00
10A	HMA MILLING, UNCLASSIFIED DEPTH	35993	SY	\$ 6.00	\$ 215,958.00	\$ 7.97	\$ 286,864.21	\$ 8.00	\$ 287,944.00	\$ 5.50	\$ 197,961.50
10B	HOT-MIX ASPHALT LEVELING COURSE, 9.5M64	126	TON	\$ 106.00	\$ 13,356.00	\$ 1.00	\$ 126.00	\$ 100.00	\$ 12,600.00	\$ 100.00	\$ 12,600.00
10C	HOT-MIX ASPHALT SURFACE COURSE, 9.5M64	4896	TON	\$ 106.00	\$ 518,976.00	\$ 99.10	\$ 485,193.60	\$ 110.00	\$ 538,560.00	\$ 90.00	\$ 440,640.00
10D	CONCRETE PAVEMENT JOINT AND CRACK SEALING	2363	LF	\$ 2.00	\$ 4,726.00	\$ 2.30	\$ 5,434.90	\$ 8.00	\$ 18,904.00	\$ 10.00	\$ 23,630.00
10E	GEOTEXTILE MEMBRANE CRACK SEALING	1849	SY	\$ 2.00	\$ 3,698.00	\$ 1.00	\$ 1,849.00	\$ 8.00	\$ 14,792.00	\$ 20.00	\$ 36,980.00
10F	CONCRETE MILLING	1849	SY	\$ 10.00	\$ 18,490.00	\$ 1.00	\$ 1,849.00	\$ 10.00	\$ 18,490.00	\$ 10.00	\$ 18,490.00
10G	HOT MIX ASPHALT 19M64 BASE COURSE	550	TON	\$ 1.00	\$ 550.00	\$ 90.00	\$ 49,500.00	\$ 110.00	\$ 60,500.00	\$ 110.00	\$ 60,500.00
11A	6-IN.-DIA HIGH DENSITY POLYETHYLENE PERFORATED PIPE, UNCLASSIFIED DEPTH, BEHIND CURB	500	LF	\$ 30.00	\$ 15,000.00	\$ 1.00	\$ 500.00	\$ 50.00	\$ 25,000.00	\$ 125.00	\$ 62,500.00
11B	6-IN.-DIA HIGH DENSITY POLYETHYLENE PERFORATED PIPE, UNCLASSIFIED DEPTH, BENEATH ROADWAY	500	LF	\$ 30.00	\$ 15,000.00	\$ 1.00	\$ 500.00	\$ 70.00	\$ 35,000.00	\$ 125.00	\$ 62,500.00
11C	15-IN.-DIA REINFORCED CONCRETE PIPE, UNCLASSIFIED DEPTH	80	LF	\$ 100.00	\$ 8,000.00	\$ 1.00	\$ 80.00	\$ 70.00	\$ 5,600.00	\$ 300.00	\$ 24,000.00
12A	TYPE A CASTING WITH BICYCLE-SAFE GRATES	5	UNIT	\$ 1,250.00	\$ 6,250.00	\$ 795.00	\$ 3,975.00	\$ 3,000.00	\$ 15,000.00	\$ 3,000.00	\$ 15,000.00
12B	TYPE D ECO N CASTING WITH BICYCLE-SAFE GRATES	50	UNIT	\$ 1,500.00	\$ 75,000.00	\$ 1,070.00	\$ 53,500.00	\$ 1,500.00	\$ 75,000.00	\$ 750.00	\$ 37,500.00
12C	MANHOLE FRAME AND COVER	45	UNIT	\$ 1,000.00	\$ 45,000.00	\$ 1.00	\$ 45.00	\$ 900.00	\$ 40,500.00	\$ 1,800.00	\$ 81,000.00
12D	PARGE INTERIOR OF EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	47	UNIT	\$ 500.00	\$ 23,500.00	\$ 280.00	\$ 13,160.00	\$ 1,500.00	\$ 70,500.00	\$ 500.00	\$ 23,500.00
12E	RECONSTRUCT EXISTING INLET OR STORM MANHOLE FROM TOP OF FLOOR TO BOTTOM OF CASTING	40	UNIT	\$ 1,000.00	\$ 40,000.00	\$ 1.00	\$ 40.00	\$ 3,000.00	\$ 120,000.00	\$ 2,400.00	\$ 96,000.00
12F	CONSTRUCT NEW STORM DRAIN INLET OR MANHOLE	13	UNIT	\$ 4,000.00	\$ 52,000.00	\$ 500.00	\$ 6,500.00	\$ 4,000.00	\$ 52,000.00	\$ 5,000.00	\$ 65,000.00
12G	SET OR RESET MANHOLE FRAME OR CATCH BASIN CASTING	97	UNIT	\$ 250.00	\$ 24,250.00	\$ 100.00	\$ 9,700.00	\$ 1,000.00	\$ 97,000.00	\$ 500.00	\$ 48,500.00
12H	TYPE E CASTING WITH BICYCLE-SAFE GRATES	2	UNIT	\$ 2,000.00	\$ 4,000.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00
13A	CONCRETE SIDEWALK, REINFORCED, 4-IN. THICK	537	SY	\$ 70.00	\$ 37,590.00	\$ 140.00	\$ 75,180.00	\$ 60.00	\$ 32,220.00	\$ 92.00	\$ 49,404.00
13B	CONCRETE SIDEWALK/APRON REINFORCE, 6-IN. THICK	454	SY	\$ 75.00	\$ 34,050.00	\$ 160.00	\$ 72,640.00	\$ 70.00	\$ 31,780.00	\$ 98.00	\$ 44,492.00
13C	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE 9.5M64 2-IN THICK	2001	SY	\$ 50.00	\$ 100,050.00	\$ 21.70	\$ 43,421.70	\$ 40.00	\$ 80,040.00	\$ 45.00	\$ 90,045.00
13D	RESET PAVER/SLATE DRIVEWAY OR WALKWAY	234	SY	\$ 100.00	\$ 23,400.00	\$ 10.00	\$ 2,340.00	\$ 40.00	\$ 9,360.00	\$ 125.00	\$ 29,250.00
13E	DETECTABLE WARNING SURFACE (2FT x 4 FT)	6	UNIT	\$ 500.00	\$ 3,000.00	\$ 275.00	\$ 1,650.00	\$ 200.00	\$ 1,200.00	\$ 300.00	\$ 1,800.00
14A	GRANITE (BELIGIAN BLOCK) CURB	20369	LF	\$ 32.00	\$ 651,808.00	\$ 37.41	\$ 762,004.29	\$ 35.00	\$ 712,915.00	\$ 35.00	\$ 712,915.00
14B	CONCRETE CURB	70	LF	\$ 32.00	\$ 2,240.00	\$ 30.00	\$ 2,100.00	\$ 40.00	\$ 2,800.00	\$ 35.00	\$ 2,450.00
15	GALVANIZED STEEL BEAM GUIDE RAIL, POST SPACING 6FT 3IN	57	LF	\$ 250.00	\$ 14,250.00	\$ 110.00	\$ 6,270.00	\$ 200.00	\$ 11,400.00	\$ 125.00	\$ 7,125.00
16	TRAFFIC STRIPES	3887	LF	\$ 1.00	\$ 3,887.00	\$ 0.85	\$ 3,303.95	\$ 2.00	\$ 7,774.00	\$ 3.00	\$ 11,661.00
17A	REGULATORY AND WARNING SIGNS, (UP TO 12"x18")	25	UNIT	\$ 200.00	\$ 5,000.00	\$ 180.00	\$ 4,500.00	\$ 200.00	\$ 5,000.00	\$ 250.00	\$ 6,250.00
17B	REGULATORY AND WARNING SIGNS, (GREATER THAN 12"x18" AND UP TO 30"x30")	40	UNIT	\$ 300.00	\$ 12,000.00	\$ 225.00	\$ 9,000.00	\$ 200.00	\$ 8,000.00	\$ 350.00	\$ 14,000.00
18	RESET EXISTING WATER MAIN AND GAS VALVE BOXES	150	UNIT	\$ 1.00	\$ 150.00	\$ 50.00	\$ 7,500.00	\$ 1.00	\$ 150.00	\$ 50.00	\$ 7,500.00
19A	24-IN.-DIA PVC PIPE, UNCLASSIFIED DEPTH	266	LF	\$ 25.00	\$ 6,650.00	\$ 30.00	\$ 7,980.00	\$ 200.00	\$ 53,200.00	\$ 250.00	\$ 66,500.00
19B	CONSTRUCT NEW SANITARY CLEANOUT	20	UNIT	\$ 1,000.00	\$ 20,000.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 2,500.00	\$ 50,000.00
TOTAL BASE BID AMOUNT					\$ 2,381,059.00		\$ 2,475,800.65		\$ 2,779,824.00		\$ 2,948,094.75

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1) for the project Street Improvements, 2020, Phase III; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive nine bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Project Street Improvements 2020, Phase III is hereby awarded to:

REGGIO CONSTRUCTION, INC.

416 E. CENTRAL BLVD.

PALISADES PARK, NJ 07650

in the amount of \$1,806,531.81.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

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

Susan McCartney, Council President

I hereby certify funds are available from:

ACCOUNT NO.
2021 Capital Budget
Street Resurfacing
03 2661 21 0500 110
\$1,806,531.81

John O. 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

April 19, 2022

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

RE: **AWARD OF PROFESSIONAL SERVICES CONTRACT**
TRIBUTARY TO WIGWAM BROOK - INVESTIGATION
INTO FREQUENT STREAM FLOODING ALONG PARK DRIVE WEST
AND NORTH NEAR THE BOUNDARY WITH LLEWELLYN PARK

Mayor Parisi, Council President McCartney and Council Members,

On Monday, April 11, 2022 the Township received a response from Jenne Associates, LLC to analyze and conduct a field investigation to evaluate stream and pipe system from its confluence with Wigwam Brook upstream to Mountain Avenue including a hydrologic analysis of the stream to establish peak flow rates for various intensity rainfall events, develop conceptual design improvements and a report summarizing the findings of the investigation. Jenne Associates, LLC was selected for this proposal due to their familiarity with and knowledge of Llewellyn Park and past experience with flooding conditions.

Based on my review of the proposal provided by Jenne Associates, LLC, I recommend you award a Professional Services Contract to Jenne Associates, LLC, 35 Gates Avenue, Warren, NJ 07059 in the amount of \$30,500.00.

Attached, is a Resolution awarding Professional Services Contracts to Jenne Associates, LLC, 35 Gates Avenue, Warren, NJ 07059 in the amount of \$30,500.00 for services described in their proposal dated April 11, 2022.

Please contact me if you have any questions. A copy 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/zyc

cc: John Gross

Jenne Associates, LLC



JENNE ASSOCIATES, LLC

Consulting Engineers

35 Gates Avenue, Warren, NJ 07059
Telephone: (908) 698-2890 * Fax: (908) 926-2359

April 11, 2022

Township of West Orange
Public Works and Engineering
25 Lakeside Avenue
West Orange, NJ .7652

Attn: Leonard Lepore, PE

Re: Tributary to Wigwam Brook – Investigation into Frequent
Stream Flooding being experienced along Park Drive West
and North near the boundary with Llewellyn Park along
Tributary to Wigwam Brook
FULL ENGINEERING ANALYSIS
Proposal #P21021-1

Dear Mr. Lepore:

Jenne Associates, LLC (JENNE) is pleased to submit this proposal to provide Civil Engineering Design Services to the Township of West Orange (CLIENT) for the above referenced project.

Project Summary – Frequent flooding is being experienced along the Tributary of Wigwam Brook at the point where the open channel watercourse flowing out of Llewellyn Park enters an underground pipe system which carries the flow under Park Drive North to Main Street and its confluence with Wigwam Brook near Ashwood Terrace.

Flooding appears to be directly associated with the entrance (inlet) to the underground pipe system becoming blocked by debris carried by floodwaters down the open channel section of the watercourse reducing the ability of floodwater to enter the pipe system. Floodwaters subsequently rise at that location until they overtop the existing ground elevations at Park Drive West and flow down Park Drive North flooding numerous private properties. After each occurrence DPW staff has been mobilized to remove and dispose of the accumulated debris and re-establish a clear unobstructed entrance to the pipe system.

The area adjacent to the stream within Llewellyn Park is predominantly undeveloped wooded land that shows little indication of being maintained including removal of fallen or dead trees and branches which contributes to the amount of debris that can make it to the stream channel and flow to the pipe inlet.

Scope of Work – Based on our knowledge of Llewellyn Park, experience with past flooding conditions and removal operations at this location and technical experience with stream flow modeling and improvement plan design, JENNE proposes the following scope of work for undertaking an Engineering evaluation of the situation and development of Preliminary Improvement schemes which could be implemented to mitigate the situation in the future:

1. Prepare a base map for use in the engineering evaluations utilizing the West Orange Topographic Maps and other available sources. A delineation of the ground area contributing rainwater to the stream will be shown as well as property lines and current owners.

To: Township of West Orange
Re: Engineering Services for Investigation into
Stream Flooding along the Tributary to Wigwam Brook
FULL ENGINEERING ANALYSIS
Date: April 11, 2022
Page 2 of 4

2. Undertake an in depth field evaluation of the stream and pipe system from its confluence with Wigwam Brook upstream to Mountain Avenue where the stream channel begins, documenting stream and adjacent ground conditions, crossing structures (bridges/culverts) and other factors that affect the amount and velocity of the water. Included in this effort will be an evaluation of the route the water flows over the properties on Park Drive North and Park Drive West, discussions with the residents affected by the flooding as well as DPW staff that have responded to the cleanup efforts.
3. Working with the West Orange Tree Consultant, undertake an evaluation of the visible tree limbs and other debris currently lying on the ground adjacent to the stream that could wash into the stream (and then be carried down to the pipe system entrance) as well an evaluation of the potential of exiting trees in the area to drop additional branches in the future.
4. Develop a scope of work for a pipe inspection contractor to undertake a video inspection of the condition of the underground pipe system and provide onsite coordination with the contractor during the filed operation. It is anticipated that this work will be contracted for directly by West Orange.
5. Develop a scope of work for a NJ Licensed Land Surveyor to:
 - Undertake a topographic survey of the stream from where the properties flood along Park Drive West and Park Drive North to the driveway bridge/culvert located just upstream of the pipe inlet location;
 - Obtain cross sections of the stream up to the Bloomfield Way bridge/culvert as well as the geometry and elevations of the pipe system and other bridges/culverts crossing the stream.
 - Obtain cross sections and crossing bridge/culvert geometry along Wigwam Brook from where the tributary joins to a point 500' downstream.
 - Stream cross sections will be every 100' as required by NJDEP.

The stream cross section and pipe/bridge/culvert information is necessary to undertake the stream flow computer modeling required to establish stream flow characteristics, evaluate the reduction in flooding that can be expected from alternate improvement options investigated and as will be required for any NJDEP permitting required for the construction.

6. Based on the surveys and the video inspection, evaluate the condition of the underground pipe system documenting any structural or other issues that need to be addressed that either impact the ability of the pipe to handle the floodwater flowing through it or have the potential to cause a future problem or possible failure/collapse.

Any conditions of structural concern will be brought to the immediate attention of West Orange to be further evaluated and addressed.

7. Undertake a hydrologic analysis of the stream, in accordance with NJDEP requirements, to establish the peak flow rates that can be expected to occur for various intensity (and probability of occurrence) rainfall events.

To: Township of West Orange
Re: Engineering Services for Investigation into
Stream Flooding along the Tributary to Wigwam Brook
FULL ENGINEERING ANALYSIS
Date: April 11, 2022
Page 3 of 4

8. Develop a hydraulic model of the stream, in accordance with NJDEP requirements, to predict the water surface (flood level) elevations that can be expected for each rainfall event assuming the pipe inlet flows frequently, to serve as a basis in evaluating the reduction in flooding that can be expected from alternative improvement options investigated.

Part of this effort will include obtaining actual rainfall information for recent storms in an attempt to correlate with the flooding experienced based on observed blockages of the pipe inlet.

9. Develop alternate improvement measures, to a conceptual design level, that could be implemented, to predict the affect each would have on reducing the flooding being experienced.

Initial measures identified during the preparation of this proposal include:

- Modify the existing pipe system inlet and debris catching grate to improve its function and clog less frequently. This could include changing the shape of the inlet itself to improve its capacity (the ability of water to get into it). This should qualify for construction under an NJDEP Permit-By-Rule 2 – Repair of Lawfully Existing Structure.
 - Construct one or more debris catching structures upstream of the pipe inlet providing for additional storage for the debris before it reaches the inlet debris rack and blocks it. This will most likely require an NJDEP Individual Permit for construction.
 - Raising the ground elevations between the pipe inlet and the adjacent land on Park Drive West to hold the ponding water to a higher elevation before overtopping and flowing downstream across the properties. This could include evaluating an alternate path for the ponded water to flow (instead of across the private properties) such as over to and down Bloomfield Way, as long as it could be accomplished in a safe and controlled manner.
 - Alter the ground elevations on the properties where the flooding is being experienced to reduce the damage (including possibly protecting areas/features that are damaged) and safely direct it back into the underground pipe system or down Park Drive North.
 - Evaluate potential modifications to the underground pipe system other than at the inlet location to improve the ability of the pipe to safely carry the floodwaters and reduce the impact that blockage at the inlet will have on flooding of the private properties.
 - Evaluate the establishment of an ongoing program for debris/tree limb removal along the stream to reduce the amount of debris that can potentially flow down the stream and cause a blockage at the pipe inlet. This effort will include identification of the properties/owners whose land abuts (or includes) the stream. When investigating this in the past for the Llewellyn Park Committee of Managers it was determined that the stream is located on individual properties and no easements existed allowing for, or requiring, maintenance of the stream and/or the adjacent lands including removal of debris that could readily make it to the stream,
10. Prepare a report summarizing the findings of the investigation including the methodology utilized. A detailed description and conceptual design will be presented for each alternative improvement investigated including feasibility of addressing the issue (expected reduction in flooding magnitude or frequency), order-of-magnitude cost estimate, and initial evaluation of required permitting. Recommendations will be made as to how to proceed including the next steps to be implemented for each feasible alternative evaluated.

To: Township of West Orange
Re: Engineering Services for Investigation into
Stream Flooding along the Tributary to Wigwam Brook
FULL ENGINEERING ANALYSIS
Date: April 11, 2022
Page 4 of 4

In addition to field visits and meetings outlined above and periodic progress meetings with you and your staff, one (1) formal meeting with the Mayor and Council is anticipated in the quoted fee.

INFORMATION TO BE PROVIDED BY CLIENT:

- Video Inspection of the existing underground pipe as described above.
- Topographic and stream cross section survey as described above.

ADDITIONAL SERVICES - Should JENNE identify required work which is not included in the above scope of work and fee, CLIENT will be notified immediately. Upon authorization by CLIENT, JENNE undertake this additional work as an Additional Service, at a negotiated additional lump sum fee or on an hourly basis in accordance with the attached rate schedule.

FEES AND PAYMENT – JENNE will perform the professional services described above for the lump sum fees as follows:

SCOPE OF SERVICES OUTLINED ABOVE (Includes \$1,500 allowance for expenses)\$30,500.00

DESIGN SERVICES FOR CONSTRUCTION PLANS TO IMPLEMENT CHOSEN ALTERNATIVE To be determined based on Alternative

CONSTRUCTION PHASE SERVICES..... To be determined based on Alternative

To be invoiced Invoices will be submitted monthly based on documents percent complete for the quoted Lump Sum Fees.

Thank you for providing us the opportunity to meet with you and provide this proposal.

If you have any questions or require further information, please do not hesitate to contact me.

Very truly yours,



Carl A. Jenne, PE, CME
Principal

CAJ:cj [Jenne Stream Proposal-LT_20220411-Fullengineering.Doc]
Enclosure: Attachment B - Hourly Rate Schedule

HOURLY RATE SCHEDULE

Township of West Orange Municipal Engineering Services – 2022

	<u>HOURLY BILLING RATE</u>
PRINCIPAL	\$ 225.00
LICENSED PROFESSIONAL – LEAD	\$ 195.00
OTHER LICENSED PROFESSIONAL.....	\$ 175.00
PROJECT/SENIOR PROFESSIONAL.....	\$ 150.00
SENIOR DESIGNER/ENGINEER	\$ 125.00
DESIGNER/ENGINEER.....	\$110.00
ENGINEERING ASSISTANT	\$75.00
 SUBCONSULTANTS	 Cost + 10%
 EXPENSES.....	 Cost + 10%

Professional services for the purposes of litigation matters, court appearances and attendance at other legal proceedings shall be billed at 1.5 times the above rates.

RESOLUTION

WHEREAS, the Township of West Orange proposes an Engineering Investigation into Frequent Stream Flooding experienced along Park Drive West and North near the boundary with Llewellyn Park; and

WHEREAS, to analyze and conduct a field investigation to evaluate stream and pipe system from its confluence with Wigwam Brook upstream to Mountain Avenue including a hydrologic analysis of the stream to establish peak flow rates for various intensity rainfall events, develop conceptual design improvements and a report summarizing the findings of the investigation and the Township requires the services of a professional engineering firm; and

WHEREAS, the Township Engineer requested a Proposal for Engineering Services from Jenne Associates, LLC for these professional engineering services; and

WHEREAS, Jenne Associates, LLC responded to the Request for Proposal; and

WHEREAS, Jenne Associates have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated April 19, 2022 the Township Engineer recommended a professional services contract be awarded to Jenne Associates, LLC, 35 Gates Avenue, Warren, NJ 07059 for a complete engineering analysis; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Jenne Associates, LLC; 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 Jenne Associates, LLC to provide professional engineering services to analyze and conduct a field investigation to evaluate stream and pipe system from its confluence with Wigwam Brook upstream to Mountain Avenue including a hydrologic analysis of the stream to establish peak flow rates for various intensity rainfall

events, develop conceptual design improvements and a report summarizing findings of the investigation in the amount of \$30,500.00.

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

Susan McCartney, Council President

Adopted: April 26, 2022

I hereby certify funds are available from:

ACCOUNT NO.
2021 Capital Improvements
03 2610 21 0500 170
\$30,500.00

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, on February 8, 2022, the Township of West Orange (the “Township”) advertised notice of a Request for Proposal for a proposed contract for Network Managed Services, also known as IT Services (the “RFP”) pursuant to Resolution #125-15 adopted on April 28, 2015 authorizing the use of competitive contracting; and

WHEREAS, on or before the due date and time, March 11, 2022 at 11:00 a.m., the Township received proposals in response to the RFP; and

WHEREAS, one of the proposals submitted, that by Quikteks, was not responsive in that it failed to submit a mandatory item, acknowledgment of receipt of an addendum, requiring rejection pursuant to *N.J.S.A. 40A:11-23.2*, and

WHEREAS, the price rates set forth in all of the proposals submitted in response to the RFP substantially exceed the budgeted amount for the proposed contract for Network Managed Services, permitting rejection of all of the bids submitted pursuant to *N.J.S.A. 40A:11-13.2(b)*,

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Township Council of the Township of West Orange, in the County of Essex, New Jersey, that the proposals submitted in response to the Township’s RFP for Network Managed Services, also known as IT Services, be rejected pursuant to *N.J.S.A. 40A:11-13.2(b)* of the Local Public Contracts Law; and be it further

RESOLVED, that the Township is hereby authorized to readvertise a new RFP for the proposed contract for Network Managed Services, also known as IT Services.

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

Susan McCartney
Council President

Adopted: April 26, 2022

RESOLUTION

JOHN O. GROSS, CERTIFIED FINANCIAL OFFICER

SUMMARY OF BIDS

RECEIVED: APRIL 19TH, 2022

Emergency Generator Replacement

1. D & M Electrical LLC 3 Borrego Drive Woodland Park, N.J. 07424	Item 1- Completion of all work as outlined on plans and specifications: \$57,135.00 Item 2- Misc. Contingency Allowance: \$ 5,000.00 Total Base Bid Price: \$62,135.00
2. Manor II Electric, Inc. 3 Ardsley Court Holmdel, N.J. 07733	Item 1- Completion of all work as outlined on plans and specifications: \$73,000.00 Item 2- Misc. Contingency Allowance: \$ 5,000.00 Total Base Bid Price: \$78,000.00
3. DEE-EN Electric 3014 Tremley Point Road Linden, N.J. 07036	Item 1- Completion of all work as outlined on plans and specifications: \$76,600.00 Item 2- Misc. Contingency Allowance: \$ 5,000.00 Total Base Bid Price: \$81,600.00

TOWNSHIP OF WEST ORANGE

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH JOHN O. GROSS THE CHIEF FINANCIAL OFFICER FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

WHEREAS, the Township of West Orange (the “Township”) desires to enter into an agreement with Chief Financial Officer John O. Gross memorializing the terms and condition of his employment for the period of January 1, 2022 through December 31, 2024;

WHEREAS, the terms of which are set forth in the *Agreement between the Township of West Orange and John O. Gross, Chief Financial Officer* (the “Agreement”) attached hereto as Exhibit A;

WHEREAS, the Mayor has reviewed the terms of the Agreement and deemed them to be acceptable;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized and directed to execute, on behalf of the Township, the Agreement in substantially the form annexed hereto as Exhibit A and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: April 26, 2022

AGREEMENT

between the

TOWNSHIP OF WEST ORANGE

and

CHIEF FINANCIAL OFFICER JOHN O. GROSS

JANUARY 1, 2021 through DECEMBER 31, 2024

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RECITALS

This AGREEMENT made as of the ____th day of _____, 2022, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the “TOWNSHIP,” and John O. Gross, hereinafter referred to as the “EMPLOYEE.”

WHEREAS, John O. Gross has been appointed Chief Financial Officer since November 1, 2011;

WHEREAS, the Township and the Employee wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I – EMPLOYMENT

The Township agrees to employ John O. Gross as Chief Financial Officer of the Township during good behavior and in accordance with the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law, subject to the terms and conditions of employment set forth in this agreement.

ARTICLE II – MANAGEMENT RIGHTS

The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement

.

ARTICLE III – RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employee has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE IV – WORK WEEK

The Employee's position is a salaried position compensated pursuant to Article VI of this Agreement and is exempt from overtime.

This shall mean that the Employee shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the Employee shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the Employee to adjust normal working hours as conditions require to include all hours which enable the Employee to complete routine duties and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks, or to handle emergency conditions as they arise.

ARTICLE V – COMPENSATION

The Employee shall be entitled to compensation as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VI – HEALTH BENEFITS

The Employee shall be entitled to health benefits as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VII – MISCELLANEOUS

Any rights set forth in the Term Sheet annexed hereto as **Attachment A** and not specifically referenced in this Agreement are hereby incorporated by reference as if set forth herein.

ARTICLE VIII – RETIREMENT

The Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE IX – DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 2022 and shall terminate on December 31, 2024. All provisions contained herein shall be retroactive to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this ____th day
of _____, 2022.

ATTEST:

THE TOWNSHIP OF WEST ORANGE, a
Municipal Corporation in the County of Essex,
State of New Jersey

ROBERT D. PARISI, MAYOR

ATTEST:

John O. Gross, Chief Financial Officer

Attachment A

CHIEF FINANCIAL OFFICER
TERM SHEET FOR EMPLOYMENT CONTRACT

TERM

The term of this agreement shall be from January 1, 2022 through December 31, 2024.

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, economic and non-economic benefits including but not limited to the provision of Health Benefits, Prescription Plan, Dental Insurance, Paid Time Off (PTO), PERS Pension and Accumulated Sick Time Payout at retirement which the **Chief Financial Officer** has heretofore enjoyed and is presently enjoying or shall enjoy as a tenured statutory employee, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

MONETARY COMPENSATION

- a. Pensionable Base Salary for the **Chief Financial Officer** shall be \$265,412. In addition, the Pensionable Base Salary for the Chief Financial Officer shall subject to adjustment through the Term of this agreement so that the Pensionable Base Salary shall be 1% higher than the second highest pensionable base salary for any employee of the Township.
- b. The Township will fund a Pensionable deferred compensation salary bi-weekly contribution to a 457-Deferred Compensation account designated by the **Chief Financial Officer** in an amount equal to the IRS Maximum Special 457(b) Catch Up Deferral, not exceeding an amount equal to two times the IRS Maximum Elective Deferral for the life of this contract.

NON-MONETARY BENEFITS

Non-Monetary Benefits for the **Chief Financial Officer** shall be adjusted to include Vacation, Sick Time and Personal Day accruals equal to the max accrual awarded to any other employee.

RETIREMENT HEALTH BENEFITS

Upon retirement with 25 or more years of creditable PERS pension service, the **Chief Financial Officer** shall be provided with full health and prescription benefits at no premium cost to him or his spouse & eligible dependents from the date of his retirement until his death or until his current or future spouse's death, whichever occurs last.

Additionally, the Township will reimburse the **Chief Financial Officer** any Medicare premiums for Medicare Part A, Part B or Part D, including any Income Related Monthly Adjustment Amount (IRMAA) assessment made by the Social Security Administration or its successor.

These benefits shall remain equal to or better than the benefits received by the **Chief Financial Officer** and his family as of the last date of service to the Township. When **Chief Financial Officer** qualifies for Medicare, benefits will become secondary to Medicare while his Spouse and dependents will continue to receive full coverage until children reach the age of 26.

When his spouse or disabled children become eligible for Medicare, they will become secondary to Medicare. Child Dependents who are disabled before aging out will retain coverages until the death of the **Chief Financial Officer** and his Guardian spouse, whichever occurs last.

OTHER CONSIDERATIONS

All future rights privileges, economic and non-economic benefits bestowed upon any other Township non-uniformed employee will automatically be made available to the **Chief Financial Officer** without further negotiations for the life of this contract once approved by the Mayor.

RESOLUTION

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, KEMISTRY, LLC (the “Applicant”) has submitted a request for Local Support from the Township for a proposed cannabis related business with the proposed location at **24 Park 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 J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: April 26, 2022

RESOLUTION

WHEREAS, on October 11, 2021, the Township received certain communication from Langan Engineering and Environmental Services, Inc. (“Langan”) concerning property located at 275 Northfield Avenue also known as Block 81.01, Lot 1.02 on the Tax Map of the Township of West Orange (the “Property”); and

WHEREAS, the Township evoked its emergency powers to safeguard the Property and address certain immediate health and safety issues which constituted an imminent threat to the Property and its residents; and

WHEREAS, on October 12, 2021, the Township Council adopted Resolution No. 266-21 entitled Emergency Resolution which permitted certain immediate and emergent actions; and

WHEREAS, the Township, among other things, moved people into temporary housing at local hotels and took other steps appropriate including deployment of Police, Fire and CERT personnel; and

WHEREAS, the Township has incurred approximately \$375,000 through December 31, 2021 in out-of-pocket costs and expenses; and

WHEREAS, the Township has made demand upon the Property owner to reimburse the Township for such expenses; and

WHEREAS, the Township Attorney has spoken to the insurance adjuster for the Property owner but no resolution of this matter has occurred; and

WHEREAS, the Township requires and mandates that all steps be taken to obtain reimbursement of such funds; and

WHEREAS, the Township law department requests authority to place a lien on the Property and commence all litigation necessary to obtain reimbursement of all funds incurred or to be incurred;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be and is hereby authorized and directed to all steps necessary to obtain reimbursement of expenditures from the Property owner, FEMA, and any other person, entity or party who may be responsible for the Property or have available funds to satisfy these costs including but not limited to Police, Fire, emergency, hotel accommodations, attorneys' fees and expenses; and it is further

RESOLVED, that the Township shall immediately record a lien against the Property for the amount set forth herein and any further or future amounts incurred or due to the Township.

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

Susan McCartney
Council President

Adopted: April 26, 2022

RESOLUTION

WHEREAS, the Township owns certain property located Block 68, Lot 1 on the Tax Map of the Township of West Orange, County of Essex, State of New Jersey which is commonly known as 46 Mt. Pleasant Avenue, West Orange, New Jersey, a portion of which contains the existing library (the “Property”); and

WHEREAS, the Township has been the successful recipient of a grant from the State of New Jersey, through the Library Bond Grant Act in the amount of approximately \$3.2 million; and

WHEREAS, the Township has acquired the property located at 10 Rooney Circle located in the Township of West Orange (the “New Library Site”); and

WHEREAS, the Township has begun the procurement process through public bidding to obtain a qualified and responsible contractor to construct the new, state of the art and improved library at the New Library Site; and

WHEREAS, the Township desires to meet its commitment to affordable housing which is mandated by New Jersey law and the subject of a court settlement approved by the Honorable Robert S. Gardner, Judge of the Superior Court, in certain litigation captioned In the Matter of the Application of the Township of West Orange, Docket No.: ESX-L-4697-15.

WHEREAS, the Renna House is a longstanding and well-established senior housing project which is contiguous to the existing library site; and

WHEREAS, pursuant to the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-21(l), the Township is permitted to fulfill the mandate for low- and moderate-income housing through the transaction proposed herein; and

WHEREAS, as a result of this transaction, sixty-five (65) apartments for age restricted low- and moderate-income housing shall be accessible and available within the Township of West Orange; and

WHEREAS, as part of the proposed transaction, the Township will receive \$1 million from the sale of the property which will be used to fit out and move the existing library to the New Library Site; and

WHEREAS, in addition, the Purchaser has agreed that the Property shall perpetually contain a 7,500 square foot area for a community room/satellite library which will remain available for the Township; and

WHEREAS, the Property shall be subject to a subdivision whereby the existing library site shall be conveyed to the Purchaser and will remain contiguous to the Municipal Building, the Renna House, and the West Orange Police Department;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute and the Municipal Clerk be and is hereby authorized to attest to the proposed Agreement of Sale and Purchase annexed hereto in accordance with N.J.S.A. 40A:12-21(l) of the New Jersey Local Lands and Buildings law and other applicable powers.

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

Susan McCartney
Council President

Adopted: April 26, 2022

AGREEMENT OF SALE AND PURCHASE

This **AGREEMENT OF SALE AND PURCHASE** (the “**Agreement**”) is made this _____ day of April, 2022, (the “**Effective Date**”) by and among, the Township of West Orange, a public body politic and corporate of the State of New Jersey, having an address at 66 Main Street, West Orange, New Jersey (the “**Seller**”), and West Orange Senior Housing, LLC, having an address of 1 Parker Plaza, Fort Lee, New Jersey, as nominee for an Urban Renewal Entity to be formed (the “**Purchaser**”).

1. **Agreement.** For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions herein contained, Seller agrees to sell and to convey and Purchaser agrees to purchase only the subdivided portion of the real property commonly known as the Library property, West Orange, New Jersey, otherwise known as Block 68, Lot 1 on the tax map of the Township of West Orange, and more particularly described on Exhibits A and B attached hereto (the entire parcel shall be referred to as the “**Total Lot**” and the portion to be subdivided and conveyed pursuant to this Agreement shall be referred to as the “**Property**”), for the purpose of constructing approximately 65 units of age-restricted low- and moderate-income housing, the Community Room Use (described below), and ancillary site improvements (collectively, the “**Project**”) in accordance with N.J.S.A. 40A:12-21(l) of the New Jersey Local Lands and Buildings Law.

2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the property is **ONE MILLION DOLLARS** (\$1,000,000.00) (the “**Purchase Price**”) and shall be paid at closing.

3. **As Is Purchase.** The Property shall be conveyed to the Purchaser in an "as is, where is" condition, based on the condition of the Property on the date of closing, without any representation or warranty by Seller as to any matters concerning the condition of the Property.

4. **Condition Regarding Use of Property.** Performance by Seller under this Agreement, including but not limited to conveyance of title to the Property, is conditioned upon the representation by Purchaser that Purchaser will utilize the Property solely for (i) the construction and operation of age-restricted low and/or moderate-income housing, and (ii) the construction of a 7,500 square foot public use room (to serve as a community room, satellite library, or other public use as determined by the Township)(the “**Community Room Use**”). These conditions shall be effectuated by the preparation of a deed restriction that restricts the rent or use of the units as low- and moderate-income residential housing for a term which shall be for thirty (30) years from the issuance of the certificate of occupancy for each residential unit and by the recording of an easement on, over, in, upon and through the Property reserved for by the Seller for the public benefit for use of the Community Room Use (the “**Easement**”). The Community Room Use and Easement shall be perpetual and recorded as a deed restriction.

5. **Title.** Title to be conveyed to the Property at closing shall be good and marketable title, free and clear of all liens, claims, restrictions and encumbrances whatsoever, including tenancies of any kind, but subject to (a) zoning and subdivision laws and regulations; (b) real

estate taxes that are a lien, but are not yet due and payable; and (c) easements, restrictions and encroachments that are of record and do not prohibit or negatively impact the Development Approvals in Purchaser's reasonable opinion.

Within ninety days (90) days of the Effective Date of this Agreement, the Purchaser shall deliver to the Seller's attorney, a statement of any defects, encumbrances, encroachments or objections to title which are not specified in this agreement and which, in the reasonable opinion of the Purchaser, render the title unmarketable. If Purchaser notified Seller that the premises are affected by an encumbrance, outstanding interest or questions of title not consented to herein by Purchaser, which renders Seller unable to deliver title pursuant to this agreement, the Seller shall remove or satisfy the same within thirty (30) days of notice. In the event that the Seller fails to correct any such objection within this time period, the Purchaser may upon written notice to Seller cancel this Contract, or in the alternative, Purchaser may elect to accept such title as Seller is able to convey.

a. **Conditions Precedent to Closing.** This Contract and the Purchaser's obligation to purchase the Property are subject to and conditioned upon the following:

i. The final, non-appealable, perfected, and recorded subdivision of the Total Lot by the Seller, pursuant to N.J.S.A. 40A:55D-31, in accordance with the specifications described on Exhibits A and B attached hereto. The subdivision of the Total Lot shall be the sole and absolute responsibility of the Seller. Seller shall be solely responsible for all costs, fees and expenses in subdividing the Total Lot. The Purchaser shall in no way be obligated to purchase the Property without the subdivision according to Exhibits A and B attached hereto.

ii. Adoption of a final and non-appealable ordinance by the Township, acceptable in form and substance to the Purchaser, amending and/or supplementing the Township's Land Development Ordinance to provide for zoning of the Property that permits as-of-right the development of the Project without variances, waivers or exceptions.

iii. Confirmation of the accuracy and truthfulness of the representations made by Seller as provided for in Paragraph 8 of this Agreement.

iv. Formation of an Urban Renewal Entity that shall succeed to the rights and obligations of Purchaser under this Agreement and shall be the Grantee to whom title is conveyed from the Seller at Closing.

v. The preparation and execution of a deed restriction that restricts the rent or use of the units as low- and moderate-income residential housing for a term which shall be for at least thirty (30) years from the issuance of the certificate of occupancy for each residential unit to be recorded with the Closing Deliverables listed in paragraph 7.

vi. The preparation and execution of the Easement to be recorded with the Closing Deliverable listed in paragraph 7.

vii. The preparation and execution of a deed restriction containing the Community Room Use set forth in paragraph 4.

6. **Closing Date and Location.** The closing of this transaction contemplated herein shall take place on the first business day sixty (60) days after the later of (i) all conditions precedent to closing in Paragraph 5 and 5(a) of this Agreement are satisfied, and (ii) the date upon which the new West Orange Public Library becomes constructed and operational, or the Township waives such condition in writing. The Closing shall be held at the offices of the Buyer's attorney or at another location selected by the Parties. If the conditions of closing set forth herein are not satisfied within two (2) years of the Effective Date, as may be further extended upon mutual agreement by the parties, either party may cancel this Agreement in writing to the other party, and from that point forth shall have no further obligations to the other party under this Agreement.

7. **Closing Deliverables.** At the Closing, the Seller shall deliver the following to the Purchaser:

a. A Bargain and Sale Deed with Covenants Against Grantor's Acts in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Property, free of all encumbrances, except as otherwise stated herein;

b. The Seller shall also deliver to Purchaser at the time of closing a resolution of the Township Council for the Township of West Orange authorizing this Agreement; and

c. Such other documentation as may be reasonably requested by the Purchaser's title company, so as to effectuate the transfer of title and the clearance of any title objections that said company may have.

d. The West Orange Public Library vacates the Property. No obligation exists to leave the Property in broom clean condition.

At the Closing, the Purchaser shall deliver the following to the Seller:

a. Payment in the amount of the Purchase Price;

b. documentation confirming the formation and approval of an Urban Renewal Entity pursuant to applicable law;

c. documentation confirming that the new Urban Renewal Entity is authorized to succeed to the rights and obligations of Purchaser under this Agreement;

d. a deed restriction that restricts the rent or use of the units as low- and moderate-income residential housing for a term which shall be for thirty (30) years from the issuance of the certificate of occupancy for each residential unit; and

e. the Easement.

f. a deed restriction that provides for the perpetual existence and use of the Community Room Use (defined in paragraph 4 above).

8. **Seller's Representations and Warranties.** The Seller hereby represents and warrants as follows to the best of its knowledge:

a. The Seller is the sole owner of the Property and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this Contract. No person or entity has any right of first refusal, right of first offer, contract or other option to acquire the Property or any part thereof or interest therein.

b. The Seller is a municipal corporation of the State of New Jersey and has all the requisite power and authority, in accordance with law, to enter into this Agreement and to carry out the transactions contemplated hereby. All proceedings required to be taken by or on behalf of Seller to authorize Seller to make, deliver and carry out this Agreement have been and will be duly and properly taken. The individual signing this Agreement on behalf of the Seller has been authorized to do so and the Purchaser can reasonably rely upon his action to bind the Seller.

c. The execution, delivery and performance of the transaction contemplated pursuant to this Agreement will not violate the provision of any law, statute, rule or regulation to which the Seller or the Property is subject, or violate any judgment, writ, order, injunction or decree of any court applicable to Seller or the Property.

d. The Seller is not a "foreign person", as that term is defined, for the purposes of the Foreign Investment in Real Property Tax Act;

e. There are no leases, tenancies, licenses or other occupancy agreements to which the Seller is a party by which the Purchaser may be bound for any portion of the Property following the closing. Unless otherwise agreed to in writing by the Purchaser, the property will be delivered vacant and free and clear of all tenancies at the time of closing.

9. **Adjustments.** All adjustments of real estate taxes, assessments and water/sewer charges, if any, shall be apportioned as of midnight of the day before the day of Closing. Any errors or omissions in computing adjustments shall be corrected within a reasonable time period following the Closing of title. This shall survive the Closing.

10. **Defaults and Remedies.** The Default of either party of the obligations as detailed in this Contract shall be governed as follows:

a. If the Purchaser defaults hereunder, the Seller's sole and exclusive remedy shall be to terminate this Agreement.

b. If the Seller defaults hereunder, the Purchaser's sole and exclusive remedy shall be to terminate this Agreement.

11. **Assignment.** This Contract may only be assigned to an approved Urban Renewal Entity in order to maintain compliance with the requirements of N.J.S.A. 40A:12-21(1) of the New Jersey Local Lands and Buildings Law in the sole and absolute discretion of the Township which must be approved by the Township in its sole and absolute discretion.

12. **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed wholly within the State of New Jersey. Jurisdiction for all disputes arising out of this Agreement shall be in the state courts of New Jersey.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, understandings, and agreements, oral and written, between the parties, if any, with respect thereto.

14. **Waiver; Amendments.** This Contract and any provision thereof may not be waived, changed or cancelled except in writing. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

15. **Further Assurances.** Each party shall, at any time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract.

16. **Successors and Assigns.** The covenants, conditions and agreements in this Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective permitted successors and assigns. This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

17. **Termination Rights Related to Litigation.** If third party litigation is commenced challenging the validity of this Agreement or the sale of the Property, then either party may terminate this Agreement by written notice to the other. Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder

18. **Notices.** All notices, demands or requests required or deemed to be given hereunder shall be given in writing and sent by registered or certified mail, return receipt requested, or overnight delivery service such as Federal Express, addressed to the attorneys for the parties as hereinafter provided:

To Seller:

Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With a conforming copy sent in like manner to:

Richard Trenk, Esq.
Trenk Isabel Siddiqi & Shahdanian P.C.
290 W. Mount Pleasant Avenue
Building 3, Suite 2350
Livingston, New Jersey 07039
Email: rtrenk@trenkisabel.law

To Purchaser:

Joseph Alpert
West Orange Senior Housing, LLC
1 Parker Plaza
Fort Lee, New Jersey 07024

With a conforming copy sent in like manner to:

Steven G. Mlenak, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
75 Livingston Avenue
Roseland, New Jersey 07068

A copy of any notice to the Seller and/or Purchaser shall also be mailed to the parties hereto at their addresses set forth at the head of this Agreement or other addresses as they may designate by written notice. All notices given hereunder shall be deemed effective on the business day following delivery to the overnight delivery service if sent by overnight delivery or three (3) business days after mailed, if sent by certified mail, as the case may be. Notices required or permitted to be given hereunder may be given by a party's attorneys.

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

Seller
Township of West Orange

By: _____
Name: Robert D. Parisi
Title: Mayor

Purchaser
West Orange Senior Housing, LLC
as Nominee for an Urban Renewal Entity to be formed

By: _____
Name: Joseph Alpert
Title: Managing Member

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
SUBDIVISION PLANS

July 31, 2019

ALP-191

Revised April 12, 2022

LEGAL DESCRIPTION
AREA TO BE ACQUIRED
ON A PORTION OF
LOT 1, BLOCK 68 AND
MUNICIPAL PLAZA

SITUATED IN

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

All that certain tract, lot or parcel of land and premises situate in the Township of West Orange, in the County of Essex and the State of New Jersey.

BEGINNING at a point at the intersection of the southeasterly right of way line of Mount Pleasant Avenue (also known as County Route No. 660) (variable ROW) with the northeasterly right of way line of Gaston Street (50' ROW); thence

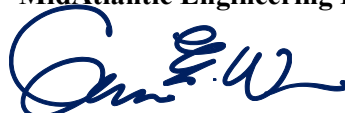
1. On the aforementioned right of way line of Mount Pleasant Avenue, South 67 degrees 08 minutes 45 seconds East, a distance of 129.65 feet to an angle point in the southwesterly line of Mount Pleasant Avenue; thence
2. On same, South 70 degrees 13 minutes 10 seconds East, a distance of 191.85 feet to a point on the northeasterly right-of-way line Municipal Plaza and the most northwesterly corner of Lot 1 Block 67; thence
3. On said right-of-way line, South 18 degrees 43 minutes 45 seconds East, a distance of 105.62 feet to a point; thence
4. South 18 degrees 51 minutes 15 seconds West, a distance of 76.41 feet to a point; thence
5. North 71 degrees 08 minutes 45 seconds West, a distance of 397.63 feet, partially along a common line between Lot 1 and Lot 18 to a point on the southeasterly line of Gaston Street (50' right-of-way); thence
6. On said right of way line of Gaston Street, North 22 degrees 51 minutes 15 seconds East, a distance of 172.68 feet to the point and place of **BEGINNING**

Containing 61,363 S.F. or 1.41 Acres of land more or less.

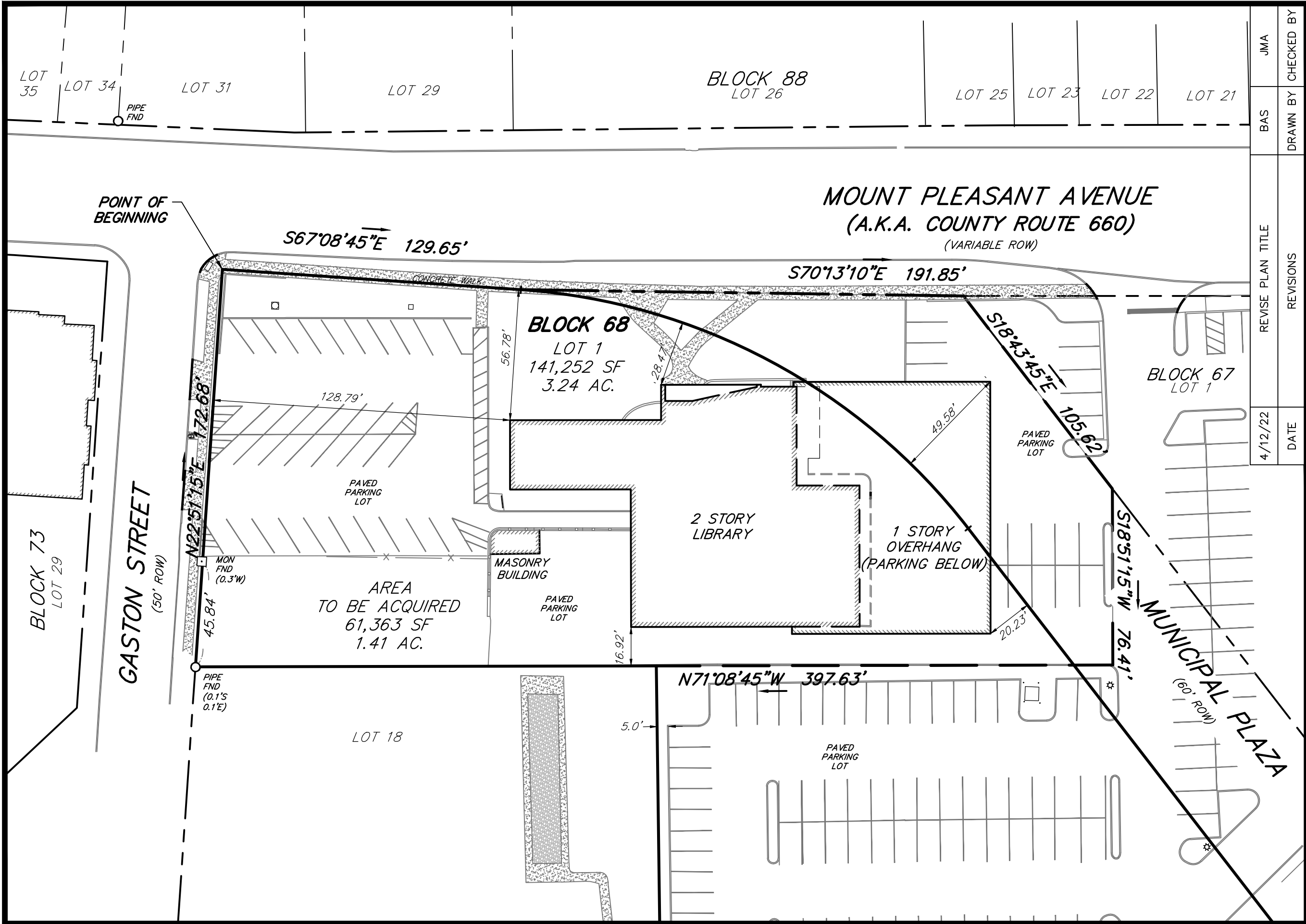
A portion of the lease area is contained within the right-of-way of Municipal Plaza (to be vacated)
The above description is in accordance with a plan entitled "Exhibit - Area to be Acquired On A Portion Of Lot 1, Block 68 And Municipal Plaza...", prepared by MidAtlantic Engineering Partners, LLC, dated July 31, 2019, revised April 12, 2022.

Prepared By:

MidAtlantic Engineering Partners



Suzanne E. Warren
Professional Land Surveyor
New Jersey License No. GS38979



4/12/22	REVISE PLAN TITLE	BAS	JMA
DATE	REVISIONS	DRAWN BY	CHECKED BY
		WKS	JMA
		RELEASED BY:	SEW
		DATE:	7/31/19
		HORIZONTAL SCALE:	1"=40'
		VERTICAL SCALE:	AS SHOWN
		PROJECT No.:	ALP-191
		DRAWING NAME:	00-Lease Area Exhibit.dwg

MidAtlantic
Engineering Partners, LLC

Suzanne E. Warren, P.L.S.
PROFESSIONAL LAND SURVEYOR
N.J. Lic. No. GS03897900

Date: 4/12/22

EXHIBIT - AREA TO BE ACQUIRED
ON A PORTION OF
LOT 1, BLOCK 68 AND
MUNICIPAL PLAZA

SITUATED IN
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

Gateway 195 Centre
5 Commerce Way, Suite 200
Hamilton, NJ 08691
609-910-4450

Louis L. Ziegner IV P.E.
PE No. GE0426500

Matthew J. Robinson P.E.
PE No. GE04642500

William J. Parkhill P.E.
PE No. GE04753500

TOWNSHIP OF WEST ORANGE RESOLUTION

**A RESOLUTION TO ADOPT PROCEDURES FOR ADMINISTRATION AND
INSPECTION OF FEDERAL AID HIGHWAY PROJECTS**

WHEREAS, the Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies (LPA), such as the **Township of West Orange**, to receive Federal Aid Highway Program (FAHP or federal-aid) funds through New Jersey Department of Transportation (NJDOT); and

WHEREAS, the **Township of West Orange** is presently the recipient of federal-aid funds through a project awarded under the NJDOT Transportation Alternatives Program (TAP); and

WHEREAS, the **Township of West Orange** as an LPA, is responsible for administering federal-aid funded projects in compliance with all federal-aid requirements established by the FHWA; and

WHEREAS, the NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that the **Township of West Orange** is adequately staffed and suitably equipped to undertake federal-aid projects, and ensure that federal requirements are met; and

WHEREAS, the **Township of West Orange**, as required by the NJDOT, has developed a Policy outlining the required procedures for the Administration of Federally Funded Transportation Projects administered through the NJDOT;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the **Township of West Orange**, County of **Essex**, State of New Jersey, that the **Township of West Orange** adopts the policy entitled, “**Township** of West Orange Procedure for Administration and Inspection of Federal Aid Highway Projects” dated March 2022.

I, **Karen J. Carnevale**, RMC, Municipal Clerk of the **TOWNSHIP OF WEST ORANGE**, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the Township Council of the Township of West Orange held this ____day of _____, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____day of _____, 2022.

Karen J. Carnevale, RMC, MUNICIPAL CLERK

Robert D. Parisi, MAYOR

APPROVED: April 26, 2022

Township of West Orange



Procedure for Administration and Inspection of Federal Aid Highway Projects

March 2022

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Abbreviations

ADA – American with Disabilities Act
CFR- Code of Federal Regulations
CO – Change Order
LPA– Local Public Agency
DBE – Disadvantaged Business Enterprise
FAA – Federal Aid Agreement
FAR – Federal Acquisition Regulation
FAHP – Federal Aid Highway Program
FHWA – Federal Highway Administration
NEPA – National Environmental Policy Act
NJDOT – New Jersey Department of Transportation
MPO – Metropolitan Planning Organization
PS&E – Plans, Specifications & Cost Estimates
QA – Quality Assurance
QC – Quality Control
RC/PM – Responsible Charge/Project Manager
RE – Resident Engineer
RFP – Request for Proposals
SOW – Scope of Work
Specifications – 2019 New Jersey Department of Transportation Standard Specifications
Uniform Act – Uniform Relocation Assistance and Real Property Acquisition Policies
Act of 1970, P.L. 91-646
U.S.C. – United States Codes
Voucher – State of New Jersey Payment Voucher

1. Introduction

Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies, such as the Township of West Orange, to receive Federal Aid Highway Program (FAHP or federal aid) funds through New Jersey Department of Transportation (NJDOT) and the associated regional Metropolitan Planning Organization (MPO). LPAs receiving federal-aid funds are responsible for administering their projects while meeting all federal-aid requirements. The NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that the each LPA that receives FHWA funds, is adequately staffed and suitably equipped to undertake and administer federal-aid projects, and the LPA must provide the supervision and inspection required to complete each project in conformance with the approved Scope of Work (SOW), plans and specifications and ensure that all federal requirements are met. Generally speaking, these requirements are set forth in Title 23 United States Codes (U.S.C.) – Highways; Brooks Act, Title 40 U.S.C. - Public Buildings, Property and Works; Title 23 Code of Federal Regulations (CFR) – Highways; Title 48 CFR – Federal Acquisition Regulation; and Title 49 CFR 18 – the Common Grant Rule.

The purpose of this document is to provide Standard Procedures to be used by West Orange for Administration of Federally Funded Transportation Projects administered through NJDOT.

An organization Chart of West Orange’s personnel associated with Federal Aid Projects, along with their duties, is included in this document (See Appendix A).

2. Administrative Responsibilities of the Responsible Charge for Federal Aid Projects

The Township of West Orange must designate a Responsible Charge (RC/PM) for each federal aid project and submit a letter of notification to the Local Aid District Office identifying the Responsible Charge (RC/PM). The RC/PM must be a full-time Township of West Orange employee as required by Title 23 CFR 635.105(a). The employee will be in “responsible charge” of all phases of a Federal Aid Project. The RC/PM is involved in the entire project from project initiation to closeout. The RC/PM (see section 6.1) will be responsible for the administration and oversight of the following tasks:

- a. With the support of a consulting engineering firm and NJDOT Bureau of Environmental Program Resources (BEPR), prepares and/or administers the disbursement of National Environmental Policy Act (NEPA) documents and permits and coordinate with the correspondent agency, state or federal, involved in the preparation and filing of such documents.
- b. With the support of a consulting engineering firm in the preparation of plans, specifications and estimate, provide review, comments and final acceptance of the material produced by the consulting engineering firm. The procurement for consulting services will be described in section 3 of this document.
- c. Right-of-Way availability through the design phase and after the determination of all required ROW, will be coordinated with NJDOT Right-Of-Way procedures and the Township of West Orange Counsel for the preparation of all legal documents to enable continuation of the design phase and project construction. Right-Of-Way procedures must be in conformance with the Uniform Act and be reviewed and approved by NJDOT Right-Of-Way.
- d. Coordination and clearances of all public and private utilities.

- e. Review and concur with the consultant's construction bid review, analysis and recommendation and request further evaluation if the recommendation is deemed incomplete.
- f. Prepare and submit a recommendation of award, in coordination with the consultant and Township of West Orange's Business Administrator and Governing Body.
- g. The Business Administrator/Governing Body Representative will submit their recommendation for approval and execution by the Township of West Orange's Governing Body through a resolution.
- h. The Township of West Orange Legal Counsel will request the Contractor to submit all legal forms and documents for the preparation of the contract, and after the certification of funds by the Director of Finance/Chief Financial Officer, the contract goes to Municipal Council Agenda for resolution to approve.
- i. Along with the Consultant Design Engineer, Reviews and approves final of the Material Sources.
- j. The RC/PM will oversee the Construction Contract Administration and Construction Inspection with responsibility to provide final decisions on all issues related to the contract as recommended by the consultant.
- k. Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America is strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- l. Along with the Consultant Resident Engineer, monitor sampling/testing of materials for compliance with mandated requirements and supported by a professional material testing. Material used that does not pass the required test, will be rejected and shall be replaced at no cost to the Township of West Orange.
- m. Monitor contract time, originally set by the contract documents by comparing the initial construction schedule with progress schedules during construction. Time extensions, if necessary, will be evaluated, commented and/or approved and submitted to NJDOT for acceptance.
- n. Along with the Consultant Resident Engineer, monitor and/or complete necessary forms to comply with Wage rate Compliance, DBE, training goals set for the project.
- o. Along with the Consultant Resident Engineer, oversee and verify the ADA compliance requirements of the project.
- p. Monitor and rate the performance of the consultants.
- q. Monitor the work zone safety and traffic control and provide comments and revisions to the Resident Engineer for immediate action by the Contractor.

3. Procurement of Professional Services – Consultant Selection (For Design & Construction Management/Construction Inspection)

This section covers the procurement and administration of professional services and consultant selection for federally funded projects. The Township of West Orange retains consultant services to provide the following tasks, including but not limited to environmental, surveying, engineering design, right-of-way, geotechnical, landscape design, construction management and inspection services, material testing.

Consultant services funded wholly or partially with FHWA funds are procured and administered by the Township of West Orange in accordance with 49 CFR – Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. All contracts for engineering and designs services related to construction projects will comply with the requirements of 23 U.S.C 112 and 23 CFR 172.

For competitive negotiation/qualification-based Consultant selections, the Township of West Orange must follow the requirements defined by the Brooks Act 40 U.S.C., and the procedure listed below:

3.1 Request for Proposal (RFP) – Competitive Negotiation/Qualification for Design & Construction Management/Construction Inspection Contracts:

DESIGN:

The Township of West Orange will administer and oversee the procurement of professional services by preparing an RFP for Design Services, approved by NJDOT, which includes, but is not limited to the following requirements.

Please note this section outlines the tasks and deliverables for three phases of the NJDOT design process. All phases may not be necessary for each project

For each design phase the Township of West Orange shall prepare a detailed scope of work that includes the following, as a minimum:

- i. Description of the project location and existing conditions
- ii. Description of the proposed improvement
- iii. Location Map
- iv. A list of the tasks to be included in the project, and a description of the work (Scope of Work (SOW)) to be performed for each of the tasks Estimated project schedule by tasks using the critical path method as per NJDOT requirements.
- v. Method of payment of Township of West Orange uses Cost Plus Fixed Fee.
- vi. This method of payment reimburses the Consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. The fixed fee rate will be calculated in accordance with NJDOT methodology. Compensation including statements of, but not limited to, the following:

- Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.
 - This project is federally funded and requires that consultant contracts be compliant with 48 CFR 31 – Contract Cost Principles Under the Federal Acquisition Regulations (FAR). This federally funded project has NJDOT oversight, and to ensure the consultant contract is compliant with FAR cost principles when using federal-aid funds, only NJDOT approved overhead rates will be used. Consultants that do not have approved NJDOT overhead rates must be approved in accordance with NJDOT Procurement policies.
 - The NJDOT approved overhead rate will be used for the purpose of estimating, negotiating, and making payment on the contract. – will be used in developing the cost estimate
 - The method of payment will be the Cost-Plus Fixed Fee.
- vii. Creation of a Proposal Checklist including but not limited to:
- Copies of DBE certifications
 - Proof of NJDOT approved overhead rates
 - New Jersey Business Registration
 - Statement of Ownership
 - Non-Collusion Affidavit
 - Acknowledgment of Receipt of Addendum
 - Checklist Signature Page
- viii. Project Cost and Work Hour Proposal Form
- The tasks listed in this form must match the tasks described in the SOW.
 - This shall be used to negotiate costs

PHASES OF NJDOT DESIGN PROCESS

Concept Development Phase

Conduct data collection, evaluate deficiencies and identify fatal flaws, evaluate planning alternatives, coordinate with stakeholders, complete environmental screening, assess Right of Way, Utility and Access impacts, determine Preliminary Preferred Alternative, identify substandard design elements, determine environmental impacts and document, prepare construction cost estimate and execute the public involvement action plan.

Deliverables

- Design Communication Report
- Purpose and Need Statement
- Preliminary Preferred Alternative
- Environmental Document Classification

Preliminary Engineering Phase

Coordinate with Stakeholders, conduct environmental analysis for PPA, initiate roadway engineering, initiate structural engineering, initiate ROW and access, prepare final design and construction cost estimate, execute public involvement plan

Deliverables

- Design communication report
- Preliminary engineering report
- Approved environmental document
- Approved design exception report
- Cost estimate – final design and construction
- Approved project plan

Final Design Phase

Complete roadway engineering, structural engineering, ROW, utility and access impacts, environmental process and prepare final design submission

Deliverables

- Design communication report
- Environmental reevaluation and permits
- Acquisition of ROW
- Construction contract documents

The construction support services tasks include, but are not limited to, the following:

- Bidding process and award of contract
- Attending pre-construction meeting
- Shop, working drawings, submittals, reviews and approvals.

*Note: The Design Consultant may be retained to perform construction support services during the construction phase.

Construction Management & Inspection (CM/CI):

The Township of West Orange will administer and oversee the procurement of Construction Management and Inspection services by preparing an RFP which outlines the tasks and deliverables for the Construction Management/Inspection contract including but not limited to the following:

- Detailed Scope of Work
 - Construction Schedule
 - Key Staff/Inspector Qualifications Requirements/Responsibilities
 - Prior Similar Work Experience
 - Deliverables
 - Method of Contract Payment.
 - Source Documentation
 - Buy America Provisions
 - Proposal Evaluation Criteria
- Note: Additional CM/CI RFP requirements are included in Section 6 of this document.

PROPOSAL EVALUATION PROCESS (Design & CM/CI)

- Prepares an **evaluation form** (Appendix C) that includes a list of the evaluation factors and their importance. The qualification-based evaluation criteria informs interested Consultants what the Township of West Orange looks for in a proposal such as: experience of the Resident Engineer and key staff, experience with similar projects, location (proximity to project site), past performance, workload, capacity, technical approach, understanding of scope of work, and project management plan. Proposal Evaluation Forms generally consist of the above criteria which can be modified to be more project specific. The criteria selected from the list below shall be cited in the public solicitation as per 23 CFR 172.7(a)(iv).

Prepares a Consultant proposal **evaluation guide** (Appendix C) that provides guidance to the selection committee on how to assign points for each of the evaluation factors.

Prepares a detailed **cost estimate using the Project Cost Work Hour Proposal Form** by tasks and man-hours for the professional services to be broken down by the type of labor, direct costs, and Consultant's fixed fee for the defined scope of work.

Submits the detailed **RFP**, the **evaluation form**, the **evaluation guide** and the **cost**

estimate to NJDOT-Local Aid Office for their review and approval.

Prepares a package of documents to be included with the advertisement for the firms responding to the solicitation for preparation of **expressions of interest and technical proposals**. These documents **must be approved** by NJDOT-Local Aid prior to advertisement.

- The approved detailed RFP.
- An estimated project schedule including the milestones.
- The evaluation form that includes the weighted evaluation factors and their relative importance.
- A cover letter containing instructions for submitting proposals including the time and place for submission of the proposals, the cost proposal and the DBE requirements. The requirement that the technical Proposal and Cost Proposal are to be submitted in separate sealed envelopes will be clearly stated in the RFP.

3.2 Advertisement for Design Services

The Township of West Orange advertises for **expressions of interest and technical proposals**. The **advertisement** is placed in at least two legal newspapers (1 local and 1 regional), for three consecutive weeks. The Township of West Orange will provide at least 14 working days after the last advertisement for the Consultant to respond to the solicitation. A copy of the advertisement and dates will be filed at the Township's offices unless requested by the Local Aid District Office

3.3 Evaluation of the Proposals and Consultant Selection

The Township of West Orange receives the **proposals** at the designated time and place. A separate sealed cost proposal is submitted as part of the proposal.

Proposals are evaluated and ranked independently by members of the Consultant Selection Committee. The consultant Selection Committee shall consist of at least three individuals including representatives the Township of West Orange,

All submitted proposals must be evaluated and ranked according to the evaluation criteria and scoring process outline in the RFP. (Proposal Rating Guide is in Appendix C of this document)

The members of the Consultant Selection Committee meet to discuss the rankings and, if necessary, ask the top ranked Consultants to make an oral presentation.

The top ranked Consultant is selected, and their cost proposal is opened.

3.4 Negotiations

The Township of West Orange negotiates the Man-hours with the selected Consultant. The Township of West Orange's cost estimate that was prepared prior to the RFP is used as the basis for the negotiation to arrive at a fair and reasonable compensation for the solicited services. Only work included in the original advertised scope of services are incorporated into the

contract. The allowable costs include the direct costs associated with the specific of the contract as well as overhead costs. Only NJDOT approved overhead rates are used. The approved overhead rate is to be used for the estimating, negotiating and making payment on the contract.

If a satisfactory negotiation cannot be reached with the number one Firm, then cost proposal of number two Firm will be opened.

All other Cost Proposals are returned unopened after a successful negotiation process.

3.5 Project Design Authorization

The RC/PM submits the documentation of the Consultant selection process to NJDOT- Local Aid District Office for approval after the selection of the Consultant and cost proposal negotiation.

After written authorization from NJDOT- Local Aid Office, the Township of West Orange executes a contract with the Consultant for the amount authorized.

3.6 Award of Design Contract

The RC/PM recommends to the Township of West Orange Business Administrator/Governing Body, the award of contract for the negotiated cost. After review and comments, the Business Administrator approves the recommendation to the Municipal Council to approve by Resolution.

The Township of West Orange Counsel's Office prepares a Contract for execution by the Consultant.

3.7 Federal Agreement for Design Services

In order to receive federal-aid funds for a project, the Township of West Orange executes a project specific Federal Aid Agreement (FAA) with NJDOT.

NJDOT-Local Aid prepares and submits to the Township of West Orange a Federal Aid Agreement, a cost reimbursement agreement between the Township of West Orange and NJDOT, Division of Local Aid and Economic Development for the Township of West Orange signatures.

Four(4) copies of the originally signed Agreement along with four(4) copies of the originally signed Resolution are returned to NJDOT-Local Aid Office for execution by the Department.

NJDOT-Local Aid Office returns one copy of Executed Federal Aid Agreement to the Township of West Orange. No work can be done until this agreement is fully executed

3.8 Consultant Contract Administration

The consultant under the supervision of the RC/PM prepares documents for the appropriate design phase. This may include such documents as the preliminary plans, specifications, and engineer's estimate (PS&E). The RC/PM reviews the documents produced in each design phase and provides comments to the consultant. The consultant revises the documents and submits all revisions back to the Township of West Orange for record; copies of the submittals are submitted to NJDOT-

Local Aid Office for review and approval.

The Consultant revises the PS&E package and the Township of West Orange submits the revised preliminary PS&E to NJDOT-Local Aid Office for review. The following documents are needed for the preliminary submission:

- a. Preliminary Plans and Specifications
- b. Engineer's Estimate

The following documents are needed for the final submission:

- a. Final Plans and Specifications
- b. Engineer's Construction Estimate (no older than 30 days from the time of submittal)
- c. Design exception (if applicable)
- d. Project Schedule
- e. Design Certification
- f. Right of Way Certification*
- g. Utility Certification
- h. Permit Certification with copies of the permits (if applicable)
- i. Railroad Certification
- j. Advertising assurance letter
- k. Funding assurance letter
- l. Response to NJDOT comments

*Any need for right-of-way, as determined by the design consultant, will be processed in accordance with NJDOT-Local Aid and NJDOT Right-Of-Way Guidelines for Federally Funded Projects procedure. A right-of-way approval must be obtained from NJDOT Right-Of-Way Office to be part of the final design package. The Township ROW procedure must be approved by NJDOT ROW before any ROW work is done. The Township of West Orange acquires any needed **right-of-way** in accordance with the NJDOT-Local Aid and "NJDOT Right-of-Way Guidelines for Federally Funded Projects" procedure and the Uniform Act.

For projects with estimated construction costs of \$12.5 million or more, the Township of West Orange in accordance with N.J.S.A. 52:15C-10, notifies the Office of the State Comptroller as early as practicable, but not later than 30 days before advertisement.

The Township of West Orange will receive a letter from NJDOT Local Aid approving the Final PS&E submission. Once the project is authorized by FHWA and NJDOT, the Township of West Orange receives a written authorization to advertise for construction along with an award checklist and funding agreement from NJDOT-Local Aid Office.

3.9 Consultant Contract Monitoring (For Design or CM/CI)

The Township of West Orange monitors the selected consultant work throughout the contract assigning a full-time employee as Responsible Charge, who schedules a kickoff meeting with the consultant and representatives from NJDOT Local Aid to discuss the following:

- a. Scope of Work
- b. Sub consultants
- c. Project schedule
- d. ESBE/DBE compliance
- e. Change order
- f. Payment procedures
- g. Affected agencies

The RC/PM schedules monthly progress meetings with the consultant to discuss the project progress and any Township of West Orange comments on the progress plans and specifications.

The RC/PM reviews the monthly payments submitted by the consultant to ensure the costs are consistent with the contract terms and progress of the consultant's work.

The RC/PM reviews ESBE/DBE goal compliance along with the consultant progress schedule and makes monthly payments to the consultant based upon approved invoices submitted.

The RC/PM submits invoices for reimbursements to NJDOT-Local Aid Office monthly or at minimum quarterly or as requested. The invoice package includes:

- a. Copies of the consultant invoices
- b. Proof of payments
- c. Project progress schedule and description

Narrative description of work performed during the payment period and any difficulties or delays encountered include;

Design Consultant:

- 1) comparison of actual accomplishments to the goals established for the payment period;
- 2) comparison, by tasks, of costs incurred with amounts budgeted, and;

Design or CM/CI:

- 3) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 4) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings

4.0 Consultant Evaluation

The Township of West Orange evaluates the Consultant's performance at the completion of the contracts for design services, construction support services, and construction inspection services. An additional evaluation is also performed for the overall project design. The Township of West Orange evaluates the Consultants on:

- a. Adherence to schedule,
- b. Quality of work and
- c. Project Management.

The Township of West Orange evaluates the consultant performance once each contract is completed. (The Consultant Evaluation Form is included in Appendix D). The Township of West Orange holds the consultant liable for any errors and omissions resulting in construction increased cost.

The Consultant evaluation is recorded on forms prepared by the Township of West Orange. The forms include the evaluation categories, the weight of each category, and the eligible rating for each category. Guidelines are prepared for rating of each of the categories to provide a consistent rating.

For the design service phase, the RC/PM rates the Consultant using the information from the written log of the Consultant performance developed by the RC/PM during the design phase of the project.

For the construction support services area, the RC/PM rates the Design Consultant based on the written log developed by the RC/PM during the construction phase and on information received from the Resident Engineer and Inspector. For the construction inspection services phase, the RC/PM rates the Consultant based on the written log developed by the RC/PM during the construction phase.

The Township of West Orange prepares an evaluation of the overall quality of the design project detailing any errors and omissions and their impact to the project cost and schedule after completion of the construction. The Township of West Orange RC/PM reviews and signs the evaluation forms and discusses the evaluation with each Consultant.

The Township of West Orange keeps records of consultant selection and executed contract on file for a minimum of seven years following submittal of final invoice to NJDOT-Local Aid Office.

5.0 Advertisement/Award of Construction Contracts

- The Township of West Orange/RC will send NJDOT Local Aid a schedule of advertisement, anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. NJDOT Local Aid must review and approve the Advertisement. Upon approval, The Township of West Orange

will advertise the project for construction bids within 60 days from the date of the Construction funding authorization letter from NJDOT Local Aid.

- If the Township of West Orange uses its own format for the bid proposal; the construction items and quantities must be the same as the final plans, specs and estimate; as submitted with the authorization request. Any modifications to the construction items and quantities will require NJDOT and FHWA's prior approval and authorization.

The Township of West Orange RC/PM submits bid documents (Plans, Specifications & Estimate) to the Governing Body/Business Administrator's Office, requesting advertisement of the project.

The project advertisement is published once a week for three consecutive weeks in two legal newspapers (1 Local and 1 Regional). The Township of West Orange allows a minimum of 10 working days after the last date of advertisement prior to receiving bids. Copies of all advertisements must be submitted to the NJDOT Local Aid.

The Contract completion date as noted in the bid documents will be specified in the project specifications with provisions for liquidated damages as per NJDOT 2019 Standard Specifications for Road and Bridge Construction section 108.20.

A pre-bid Conference may be scheduled by the Township of West Orange to inform potential bidders of Civil Rights requirements.

West Orange will place the following language into the construction bid solicitation:

- The Disadvantaged Business Enterprise goal is ____%. These requirements should be indicated in the proper locations on Federal Attachment No. 1.
- The number of Training Positions will be '___' where feasible consisting of at least '___' Apprentices and '___' Trainees (Total Trainees Hours = ____). These requirements will be indicated in the proper locations on Federal Attachment No. 2.
- It is recommended that the DBE and Trainee goal be included in the bid advertisement.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

- General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online

website at <https://beta.sam.gov/search?index=wd>. Select state, Township and construction type heading: HIGHWAY where the Project is to be performed then click Search.

- State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at <https://www.nj.gov/labor/wageandhour/>. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).
- If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The Wage Rates from the above listed websites must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.

- “Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.”

The Township of West Orange will receive the bids at the time and place specified, and verifies the required documents shown on the Bidder's checklist are included in the bid proposal at the bid opening. The RC/PM is also present at the bid opening.

Representative of the Township of West Orange provides the RC/PM with copies of all responsive bids proposal packages after the bids are opened and read to the public. The RC/PM provides a copy of the bids (meeting the Township of West Orange and NJDOT Civil Rights requirements listed below Pre-Award of Contract) to the engineering firm retained to perform construction support services, requesting a bid analysis to ensure that bids are balanced. The engineering consultant makes recommendation and notes any discrepancies.

Pre-Award of Contract

- **The Township of West Orange's solicitation will state that bidders must submit the following forms either at the time of bid or within 5 days after bid opening:**
 - A completed and signed Form CR-266 – Schedule of DBE/ESBE/SBE Participation listing each DBE firm being used to meet the Contract goal.
Forms can be downloaded from:
<http://www.state.nj.us/transportation/business/civilrights/forms.shtml>. Revisions to

the CR-266 will not be accepted after its initial submission and prior to award of the Contract. (A statement that all forms can be downloaded from the site location above will be included in the Specifications and Bid Advertisement)

- A completed and signed Verification of DBE/ESBE/SBE Firm (Form CR-273) for each firm listed on the CR-266 to demonstrate direct written confirmation from each DBE firm of willingness to participate on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for all Regular Dealers/Suppliers listed on the CR-266 form, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for all DBE trucking firms listed on the CR-266, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- Documented evidence of good faith efforts if the bidder's commitment shown on the CR-266 fails to equal or exceed the contract DBE goal.

Note - If the Department (NJDOT) determines that the apparent lowest responsive Bidder has failed to commit to meet the Contract DBE Goal and made adequate good faith efforts to do so, the Department (NJDOT) must, before awarding the Contract, provide the Bidder an opportunity for Administrative Reconsideration. The WEST ORANGE TOWN TOWNSHIP will start the process of Administrative Reconsideration. The ADMINISTRATIVE RECONSIDERATION will follow the process shown in the 2019 STANDARD SPECIFICATION SECTION 102.13.,01 BIDDERS PRE-AWARD REQUIREMENTS PART 3.

Immediately after the five day Civil Rights document submittal period following the bid opening, West Orange will verify that all forms have been submitted and email to the Local Aid project manager as well as cc. DOT-CR.Verifications@dot.nj.gov the following:

- The above noted forms submitted by each bidder.
- A list of all responsive bidders as determined by the West Orange's Legal Department in the order of lowest bidder to highest bidder.

The process for contractors who fail to meet the required contract goal can be found in Section 102.13.01 of the 2019 NJDOT Specifications. A request for an administrative reconsideration can be made as per Section 102.13.01 of the NJDOT 2019 Standard Specifications.

Firms listed on the CR-266 will not be counted toward the Contract DBE goal unless completed and signed CR-273 form(s), and applicable CR-272 and CR-274 form(s) are submitted to the Township within the 5 days after bid opening.

NJDOT Civil Rights will review the submitted forms and if the apparent lowest responsive bidder meets the Contract DBE goal, will issue an approval to the Local Aid Project Manager. West Orange will then be notified that they can proceed with the award of this project.

WEST ORANGE MAY NOT AWARD A CONTRACT PRIOR TO THE DEPARTMENT'S APPROVAL AS PER SECTION 102.15 "DISQUALIFICATION OF BIDDERS" IN THE PROJECT SPECIFICATIONS CONSISTENT WITH THE FOLLOWING:

- Failure to submit CR-266 completed and signed with CR-273, applicable CR-272 and CR-274 signed and completed at the time of bid or within 5 days after bid opening will be considered as non responsive bid, and bid will be rejected. No corrections or editing will be allowed after the forms are submitted.
- If the submitted CR-266 form does not meet the contract DBE goal, the bidder must submit at the time of bid or within 5 days after bid opening documentation of "good faith effort". Submittal of such information does not imply NJDOT Division of Civil Rights & Affirmative Action (DCR/AA) approval. The Department's DCR/AA has sole authority to determine whether the contractor is meeting the contract DBE goal or made adequate good faith efforts to do so.

Award of Contract

- West Orange will award the construction contract within 4 months of the date of the authorization to advertise notification from NJDOT Local Aid. West Orange understands that failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, West Orange will submit the following to NJDOT Local for the concurrence in the award of construction contract:
 - Certified copy of the bid summary
 - Original resolution of award
 - Bid analysis*
 - Affidavits of advertisements
 - Written verification that the contractor and/or subcontractors are not on the debarred list
 - Record of Bid opening
 - Copy of Construction Contract Award Letter
 - Letter identifying West Orange's Responsible Charge for the Project
- The Township may jeopardize the Federal Funds if the Township enters contract with prime contractor without Award Concurrence from Local Aid or without the approval of Civil Rights.
- If the bids are rejected for any reason, NJDOT Local Aid will be notified in writing before re-advertising. A written justification for the denial will also be submitted.

- *West Orange will complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated October 7, 2021 {Formerly T5080.4} per the Guidelines: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

Construction Project Agreement - West Orange will provide the following to NJDOT Local Aid (under separate cover letter)

- Within 45 days of receiving the agreement, West Orange will provide two (2) original signed and sealed copies of the Construction agreement along with a signed/sealed Resolution for execution by the NJDOT.
- Certification by West Orange that all projects constructed with Federal funds require full-time construction inspection and oversight. West Orange understands that failure to follow all Federal guidelines may result in the loss of Federal reimbursement.
- No reimburseable work can be performed until the project agreement is executed by the NJDOT.

In addition, the RC/PM and/or the Design Consultant performs the following:

- a) Reviews recommendation letter from the consultant and requests corrections as necessary
- b) Verifies DBE/ Contractors are on the NJ certified list.
- c) Verifies that the DBE/ requirements are being met and that approval from NJDOT Civil Rights has been received.
- d) Verify that Form CR 266 was approved by Civil Rights prior to award of Contract

If the Township of West Orange rejects the bids, they must notify the Local Aid Office in writing explaining the reason(s) the bids were rejected as per Federal Aid Policy Guide. The FHWA has to be notified prior to the Township of West Orange re-advertisement of the project (as per 23 CFR section 635.114).

Once the bid analysis is accepted and completed, and approval from NJDOT Civil Rights received, a letter recommending the award is submitted to the Township of West Orange's Governing Body/Business Administrator's Office who contacts the selected construction company and requests the necessary legal documents for the award of contract. Once the legal documents are submitted, the contract is scheduled to be presented before the Municipal Council for adoption of Resolution to approve award the contract.

The Township of West Orange Counsel prepares a contract to be signed by authorized representatives of both the Township of West Orange and the lowest responsible bidder after the Township of West Orange receives a letter of concurrence of award from the NJDOT. The contract does not become effective until it has been fully executed by all parties.

6.0 Construction Project Management

Title 23 CFR 635.105 specifies oversight requirements for locally administrated federal aid construction projects, which mandates a full-time employee to be responsible charge of Federal-Aid construction projects and to work in conjunction with the consulting company providing Construction Management and Construction Inspection Services outlined by the RFP as described in a separate section of this document.

In accordance with 23 CFR 635.105, a full-time Township of West Orange employee will be designated to be the “Responsible Charge” for each federally funded project. This protocol will be required and applied even when consultants are providing design/contract administration/ or other engineering services on the project.

6.1 Responsible Charge/Project Manager (RC/PM)

The Township of West Orange will provide a full-time employee as required by Title 23 CFR 635.105(a) to be in responsible charge of the construction project. The responsible person in charge is the RC/PM for the project. This applies even when a Consultant provides construction engineering services. The RC/PM is involved in the entire project from start to finish, including the close out process. The RC/PM is required to have completed the Rutgers CAIT Responsible Charge Training Course. A RC/PM can be, if needed, acting as responsible charge on more than one project and directing Township of West Orange personnel to specific projects.

The RC/PM is aware of the qualifications, assignments and on the job performance of the consultant.

The RC/PM schedules the pre-construction meeting after the contract has been signed, and insurances and bonds are posted to the satisfaction of the Corporation Counsel thru the Legal Department. A Notice to Proceed is issued after the pre-construction meeting specifying the start date, the duration of the project as per the specifications and the completion date.

The RC/PM, who is accountable for the project, may share duties with the Resident Engineer (Consultant Inspection Services), however the RC/PM is responsible for the following:

- a. Administers Government project activities, in regard to cost, time, adherence to contract requirements, construction quality and scope of Federal-aid-projects.
- b. Maintains familiarity of day to day project operations, including project safety issues. At a minimum, requires to the Resident Engineer to check daily the maintenance and protection of traffic control to ensure it is set up as established on the bid documents and request the Contractor to resolve any non-conformance issues found.
- c. Makes and participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- d. Visits and reviews the project site on a frequency appropriated to the complexity of the project, maintains record of these visits on a hard copy diary document.

- e. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to eliminate the possibility of fraud, waste and abuse and for accuracy and compliance with the plans and specifications.
- f. Directs project staff, Township of West Orange or consultant, to carry out project administration and contract oversight, in all aspects including proper documentation in regarding records and daily entries.
- g. Ensures that the project receives adequate supervision and inspection to ensure that work is accomplished in conformance with approved plans and specifications.
- h. Ensures Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America certifications to be strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- i. Verify that the Form CR-266 has been approved by Civil Rights prior to Award of Contract.
- j. Ensure that prime contractor is not executing pay items designated for DBE Subcontractor, as approved by Civil Rights.
- k. Follow Civil Rights process for changing, replacing, substituting and omitting a DBE from the Project.

6.2 Construction Inspection

Title 23 CFR 635.123 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. All activities delineated in this Section are to be done by the consultant selected for Construction Inspection Services as Resident Engineer/Inspectors, under the supervision of the RC/PM, who will request revisions or additional information as needed.

The Construction Inspection provider is required to ensure that the project is in compliance with all Federal Regulations during the life cycle of the project. The penalty, in dollar amount, imposed by NJDOT or FHWA for any loss of revenue due to lack of vigilance will be recovered from Construction Inspection Firm. This provision will be included in the Construction Inspection Contract.

The Township of West Orange procures Consultant for Engineering Inspection Services which in conjunction with the RC/PM will oversee the construction and to ensure construction is completed in conformance with the approved plans and specifications.

Following the preconstruction meeting, the Contractor must agree to commence work on a date to be specified in a written “Notice to Proceed” by the RC/PM and fully complete the project within the specified calendar days in the contract documents.

Attendees of the pre-construction meeting will be the RC/PM, Contractor, construction inspection consultant, the design consultant, police, utility companies, local representatives, and NJDOT-Local Aid Office, and NJDOT Civil Rights. The following items will be included in the pre-construction meeting agenda:

- a. Project Description
- b. Key personnel
- c. Construction schedule
- d. Utilities,
- e. Maintenance and protection of traffic
- f. Sub contractors
- g. Items of Construction
- h. Progress meetings frequency
- i. Material Questionnaire
- j. Change Orders
- k. Material sampling requirements
- l. Certificates of compliance for all materials
- m. Buy America requirement
- n. DBE goal and requirements
- o. Trainee Goals & Requirements (if Applicable)
- p. Title VI and Sexual Harassment Policies (Posted at Project Site)
- q. NJDOT Policy and Procedure No: 013.00 DC-18 A (APPROVAL TO SUBLET).
- r. Invoicing
- s. All other federal guidelines and requirements
- t. Final inspections

A NJDOT representative will discuss the Federal Project Requirements and will describe their role of routine check for compliance, additional federal forms will be provided to Contractor.

No construction work shall be allowed on the project before the Federal Aid agreement is executed between the NJDOT and the Township of West Orange, a pre-construction meeting is held, the progress schedule is approved, the field office has been established, and the right-of-way limits, limits of the construction, environmentally restricted areas have been laid out and all environmental agencies that issued permits have been notified. The resident Engineer under the supervision of RC/PM, will schedule, create agenda, maintains notes and records all related to progress meetings. Progress meetings will be arranged as often as necessary.

Resident Engineer reviews all the items submitted by the Contractor such as but not limited to material questionnaire (DC-2891), list of Sub-contractors, affirmative action plan, list of DBE Firms, project work schedule, list of the emergency contact telephone number, material certifications, list of suppliers and mix design reports.

The Township of West Orange, in executing the inspection of the project, will use the 2019 NJDOT Standard Specifications, the approved project Supplementary Specifications, NJDOT Standard Roadway Construction, Traffic Control and Bridge Construction Details, MUTCD and the project plans. The field inspection team will accurately maintain records during construction including daily inspection reports, engineer's diary, material delivery tickets, material certifications, material questionnaires DBE requirements, material testing results and Buy

America Certification.

All activities on the project are documented in the daily inspection reports using NJDOT Daily Inspectors Report Form (DC-29, DC-144 or approved equal) and an Item Summary Sheet. The inspections report are supplemented with field notes that includes measurements (length, width, depth, slope), calculations (area, volume, weights), sketches, a statement of compliance with the plans and specifications, any field changes, comments, delivery tickets that have to be received and initialed by the inspector before placement.

The Resident Engineer will use the summary of pay items to develop the monthly payments and submit them for review to the RC/PM.

The Resident Engineer will ensure that testing of materials is properly conducted and documented in the project file and referenced in the daily reports. The inspection reports are signed and dated by the Inspector and reviewed and initialed by the Resident Engineer. The item summary sheets are used to verify and negotiate the Contractor's payment requests.

The inspection team performs wage rate inspection using the required forms including Form DC-126 and verify that the prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act are met.

The inspection team will make sure that all the environmental commitments and/or permit requirements are met and all required Civil Rights notices are posted at a location visible at the project site. These will be documented in the daily inspection reports.

The maintenance and traffic control plan impacting work zone and pedestrian safety must be reviewed by the resident engineer on a daily basis and be in compliance with the MUTCD and a request to the Contractor to correct or supplement accordingly. A record of this daily inspection must be included on the daily report. The inspection team shall ensure that all the pedestrian facilities constructed in accordance with Section 504 of Rehabilitation Act of 1973 and Title II of ADA Act of 1990 and in accordance with AASHTO standards and Americans with Disabilities Act, Accessibility Guidelines (ADAAG).

The inspection team, under the RC/PM supervision, monitors and requests corrections from the Contractor as needed of: progress schedule, Contractor payments and contract completion to make sure full adherence to the approved schedule and specified contract time.

The inspection team shall monitor that the DBE/ESBE goals identified in the approved bid documents on the Form CR-266F-Schedule of DBE Participation for the project are met. The inspection team verifies and ensures that the work to be performed by DBE Sub-contractors is being performed by the previously approved DBE Firms listed on the Form CR-266F. The Resident Engineer will use the daily reports to document the on-site monitoring.

Any changes to the DBE Goals or Contractors must be submitted to NJDOT on revised Form (CR-266) for approval. Section 108.01 of the NJDOT specifications must be followed.

The RC/PM submits to NJDOT the following documents monthly:

- a. Form DC-126 - Wage Rate Inspection
- b. Form DC-127- Monthly Summary of Contractors Payrolls
- c. Form 347 Statement of Compliance and Certified Payrolls
- d. Form CR-267 -Monthly Report, DBE Utilization
- e. Proof of payment to all subcontractors (DL-72)
- f. Cancelled checks as proof of payment for DBE subcontractors

The RC/PM ensures that the Contractor and his sub-Contractors submit CC-257 electronically each month. Copies shall be submitted to NJDOT Local Aid Office with each payment voucher.

6.3 Payment Procedure

Project Billing

- West Orange will provide NJDOT Local Aid with an initial billing (payment voucher) for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT may receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. West Orange understands that failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered “Inactive” if West Orange fails to submit an invoice within the durations described in 23 CFR 630.106. It is West Orange’s responsibility to ensure that the federal funding is not jeopardized for this project due to an “Inactive” project status.

The Contractor submits request for payments to Resident Engineer who verifies the work and quantities. The RC/PM reviews them for completeness.

The monthly payment estimates are prepared based on the field measured quantities recorded in the daily inspection reports, and the summary of the pay item sheets, and include payments for the quantities of work that have been fully completed and are acceptable to the Resident Engineer and RC/PM.

The RC/PM verifies bid unit prices and calculation of payment amount.

The RC/PM verifies Contractor submission of certified payroll, DBE utilization report (if applicable), monthly utilization report, and training report (if applicable) and notifies the Contractor if any additional information is needed.

The RC/PM stamps the invoice with the date it was received. The RC/PM has 10 days to review the invoice. If prompt payment is applicable, the Township of West Orange shall make payment to vendors on or before sixty (60) calendar days from the date on which the properly executed Payment Voucher was received, or the receipt of goods or services, whichever is later.

The RC/PM will ensure NJDOT'S Standard Specification are enforced which require prime contractors pay subcontractors and suppliers for satisfactory performance of their work. Depending up on the particular terms of the contract, payment is required either, no later than 30 days or no later than 10 days of the prime receiving payment from DEPARTMENT/WEST ORANGE TOWN TOWNSHIP/GRANTEE. This includes payment of full retainage and subcontractors paying their subcontractors and suppliers. This payment details must be outlined in Form DL-72 and submitted regularly as required by Civil Rights.

All deficiencies that prevent processing will be identified and the invoice will be returned to the vendor within 10 days of receipt by letter citing the deficiencies. The return date shall be recorded in the log.

Mathematical errors or other items identified as non-payable items can be marked within the payment voucher package. Any changes must be crossed out, and the initials and date must be placed next to the change(s). The payee shall be notified of any reductions.

NJDOT will not provide payment for any IMPROPER PAYMENTS made by The Township of West Orange including but not limited to following:

- The item summary sheet and source document are mismatched.
- The Steel or Iron items installed missing BUY AMERICA CERTIFICATE.
- The prime contractor executed pay items which were designated for DBE Subcontractor as approved by Civil Rights.
- When the Federal Project is INACTIVE.
- In the case of non-compliance of Federal Regulations.
- The CUF (commercially useful function) is not performed by DBE.
- Any penalty imposed by Civil Rights for lack of CUF, SHORTFALL IN DBE GOAL ACHIEVEMENT, MINIMUM WAGE REQUIREMENT or other associated issues.

For Professional Services: The consultant sends a certified invoice with progress schedule to the RC/PM; the RC/PM reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RC/PM makes recommendation for payment to the Township of West Orange Business Administrator/ Finance Department to issue a Purchase Order for the Consultant signature. Once the signed Purchase Order is returned to the Finance Office, a check is mailed to the vendor.

For Construction Services: The contractor sends the invoice to the Resident Engineer who reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RE recommends payment to the RC/PM; the RC/PM reviews the invoice to ensure conformance. If the invoice conforms, the RC/PM recommends payment to Township of West Orange Business Administrator/Finance Office who in turn reviews/approves the invoice and issues a Purchase Order for the Contractor signature. Once the signed Purchase Order is returned to Finance, a check is mailed to the vendor. The following criteria shall be met for an invoice to be processed:

- a. Payee has signed and dated the invoice. At least one copy must have an original

- signature.
- b. Payee has signed and dated the Payment Voucher declaration.
 - c. Progress report shall accompany the invoice, in accordance with Section 6.2 (b) of the Federal Aid Agreement.
 - d. Evidence of costs incurred to date in the form of payroll certifications or receipts of contractor payments.
 - e. Federal contract compliance documents in accordance with Section 6.2 (b) of the Federal Aid Agreement have been submitted and verified during the billing period.
 - f. Change Orders if applicable (prior approval required)
 - g. Cost incurred dates for all submissions are within the appropriate timeframe. For example: billing period, following authorization, notice to proceed, and approved contract modification dates, prior to contract completion dates, etc.

Request for Partial payments to NJDOT

The RC/PM prepares the documents and submits invoices for reimbursement to the NJDOT-Local Aid Office either monthly or quarterly on PV forms in accordance to the Federal Aid Guidelines

Progress Reports will accompany all payment vouchers and shall include:

- 1) narrative description of work performed during the payment period and any difficulties or delays encountered;
- 2) comparison of actual accomplishments to the goals established for the payment period;
- 3) comparison, by tasks, of costs incurred with amounts budgeted, and;
- 4) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 5) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.
- 6) Electronic copies of the DC-29s (or DC-144 or approved equal) and an item summary sheet for that voucher payment period.

Final Inspection, Payment and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by West Orange no later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by West Orange to NJDOT within 6 months of receipt of acceptance by NJDOT.

West Orange understands that failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

West Orange may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. West Orange understands that NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

The Resident Engineer, the Design Consultant, and the RC/PM in the presence of the Contractor will perform the final inspection once all the pay items of the project have been completed. The Resident Engineer will provide the Contractor with a punch list of items to be corrected.

The RC/PM also notifies the NJDOT-Local Aid in writing that the project is substantial completed, once all the pay items have been completed.

NJDOT-Local Aid will inspect the project site along with the RC/PM and Resident Engineer/Inspector and inform the Township of West Orange of any necessary corrective action required in writing

The RC/PM will notify the NJDOT in writing after the Contractor has corrected the work included in the punch list and the corrective action list developed by the Resident Engineer/inspector and NJDOT.

NJDOT and the Township of West Orange will perform the final inspection and if the Township of West Orange and NJDOT deem all the work acceptable, the RC/PM will begin preparing the final change order (if required), final payment, and as-built quantities.

6.4 Chief Financial Officer Certification

After final payment has been submitted and paid. The RC/PM submits the project file to the Chief Financial Officer who in turns assigns staff from the Finance Department to conduct internal review and audit. The internal auditor may recommend revision and amendment to the project cost, if necessary. Once audit is completed the Chief Financial Officer certifies the project total cost.

The RC/PM submits the following to NJDOT once the final payment has been issued to the Contractor.

- a. Final Payment Voucher (Form PV) along with back up documentation (copies of the payments to the Contractors)
- b. Chief Financial Officers Certification
- c. Engineer's Certification for Project Completion
- d. Federal Aid Change Order (Form DC-173A)
- e. List of As-built quantities
- f. Evidence of Contractors and sub-contractors Payroll compliance
- g. Form DC-123- Contractors Final Certificate of Compliance
- h. Form DC-126- Wage Rate Inspections

- i. Form DC-127- Monthly Summary
- j. Form 347- Statement of Compliance
- k. Evidence of Contractor's EEO compliance
- l. Form CC-257- Monthly Employment Utilization Report (electronically)
- m. Release Statement from Agreement for Federal Aid
- n. DC-29's (or DC-144 or approved equal) and an item summary (electronically)
- o. CR-268
- p. Calculations for asphalt and fuel price adjustments
- q. Letter certifying all corrective work has been completed
- r. and any other forms and/or documentation deemed necessary

The RC/PM organizes and stores the file for the project indefinitely.

Records Retention

As per State of New Jersey Requirements, "All documents and records, from Consultant Selection through completion of Construction, up to and including payment of the final invoices and vouchers, will be retained for a minimum of 7 (seven) years following payment of final invoice and closeout of the project. Warranty item documents will be retained for a minimum of 3 (three) years from the end of the warranty period."

6.5 Source Documentation

Township of West Orange complies with Title 23 CFR 635.123 to provide for adequate assurance that the quantities of completed work will be determined accurately and on uniform basis. All related source documents upon which payment is based must be matter of record, as basis for the determination of acceptable pay quantities and monthly payments to the Contractor. The means and methods consisting of notes and/or daily reports for the documentation of length, width, depth and slope, calculations of area, volume, weights, sketches must be presented by the Resident Engineer, assigned to the project to protect the public interest and to ensure that the number, size, and characteristics of what being delivered match the plans/specs. The following is a list of the documents and procedures normally accepted as proper source of documentation:

- a. Delivery tickets are received initialed by inspector prior placement of materials
- b. Testing of materials is documented in the project files and referenced in daily inspection reports.
- c. Form DC-29 (or DC-144 or approved equal) is used for daily inspection reports and the instruction on the DC-29 are followed. DC's are supplemented with field notes, pay quantity summaries and photographs that tie the work being done to the plans, specifications and related contract documents
<http://www.state.nj.us/transportation/business/localaid/documents/DC29>
- d. Inspection reports are signed and dated by the inspectors.
- e. The Resident Engineer reviews and initials the daily inspection reports.
- f. The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports
- g. The Resident Engineer uses the summary of pay items to develop periodic pay

estimates for the RC/PM. The summary of pay items must be used for comparison and negotiations of Contractor payment request. The RC/PM must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated Contractor payment, a voucher request will be forwarded to Township of West Orange Chief Financial Officer for Contractor payment.

- h. The Resident Engineer reviews prevailing wage rate requirements of 23 U.S.C and the Davis-Bacon Act, and documents in the Township of West Orange's project files.
- i. NEPA and all environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- j. All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990; Section 504 of the Rehabilitation Act of 1973; 28 CFR Part 35.151 (e) and NJDOT Standard Construction Details.
- k. DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V, Subsection B and NJDOT DBE/ESBE Programs.

6.6 Buy America

Steel or iron products including application of coating permanently incorporated into federal-aid projects must be manufactured in the United States as per Title 23 CFR 635.410 requirements. These requirements apply to the entire federal-aid project. There is no exemption for steel and iron purchased with other than federal funds. Minimal use of foreign steel or iron is permissible if the cost of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater.

Pursuant Section 3 of this document, the RC/PM, as responsible charge, will request to the Resident Engineer and Inspector to ensure that the Buy America Certification be provided at the time of material delivery. No steel or iron will be incorporated into the project without a signed Buy America certification. The certification must be properly labeled as per project specific, and be current, dated, signed and notarized, and specific to the materials at hand and should be delivered prior to steel/iron material is installed. The certification must be printed on the supplier letterhead. This will be documented in the daily inspection reports.

The Resident Engineer will maintain a log of all the steel placed on the project; permanently incorporated, temporary, and temporary but must remain in place (stay in place forms, temporary sheeting left in place by the Contractor).

6.7 DBE/Trainee Compliance

A specified DBE goal is received from NJDOT-Local Aid by the Township of West Orange and included on the Federal Attachments of the bid documents. The RC/PM and the Resident Engineer continuously monitor DBE and Trainee participation and perform Commercial Useful Function reviews as the project progresses and are responsible for ensuring the DBE contract goals will be

met at the time of project completion. Under the supervision of the RC/PM, the Resident Engineer is responsible and maintains a separate file for:

- a. Verification of Recommendation to Award memorandum and the schedule of Participation DBE Form CR-266, to determine status of Sub-contractors to monitor for compliance.
- b. During the course of the Contract, monitors true participation by comparing DBE goal commitments against Request for Approval to Submit Form DC-18; also, cross check the daily reports with each affected Form DC-18, the Recommendation to Award and the Utilization of DBE/SBE Monthly Report Form CR-267.
- c. Ensure all DBEs are performing Commercial Useful Function (CUF) Reviews.
- d. Uses the Daily Work Report to document on-site monitoring of stipulated DBE work items and Contractor performing the work under to ensure compliance.
- e. Notifies the RC/PM and the Contractor in writing of any violations and will direct the Contractor to comply with the requirements. Revisions to the approved DBE program can be made only upon the Contractor submittal of the revised Form CR-266F. The resident Engineer must follow-up promptly to ensure timely solution.
- f. For any DBE/ESBE goal commitments, outlined in the Specifications, which are not fulfilled, the contractor must promptly submit supporting adequate Good Faith Effort with Form CR-268, this will be reviewed by RC/PM and recommended documentation for approval and sent to NJDOT-Local Aid Office. Changes to DBE compliance must be approved by NJDOT Office of Civil Rights.
- g. Executed sub contracts
- h. DC-18's, cancelled checks showing payment to sub-contractors – copies of front and back of check to be provided
- i. DC 18s must be provided to NJDOT Local Aid before subcontractors begin work.
- j. RC/PM monitors Trainee goal Requirements (If Trainees are Required) through on-site monitoring (DC-29A Daily Inspector's Report/or DC-144 or Local Form will be used to monitor the performance of the Trainees). Evidence of Contractor's Trainee compliance must be maintained throughout contract.
- k. Township will have Contractor provide and maintain Apprentice/Trainee Approval Memorandum Part "A", Biweekly Training Reports, Contractor's 1409 Quarterly Training Reports, and Training Certificate for each Trainee candidate assigned to project.

6.8 Contract Changes, Project Schedule, Contract Completion

Contract Changes/Change Orders

Changes in the plans and specifications, and extra work (if necessary) are to be done in accordance with the requirements of NJDOT Standard Specifications, Section 104.03 and Title 23 CFR 635.120 and the procedure outlined below.

Contract changes must be monitored and documented daily. The Contractor may not deviate from the requirements of the contract unless and until a field order is issued by Resident Engineer upon approval by the RC/PM and NJDOT Local Aid. Contract line item overruns are not permissible without formal requests by the Contractor and approvals by the RC/PM. All new or supplemental costs must be negotiated, itemized and justified. All documentation of the negotiations, including the basis of cost, must be on file and included in the change order request.

The Resident Engineer will notify the RC/PM once it becomes apparent that a change to the Plans and/or Specifications is required. After reviewing the plans and/or Specifications to determine if the change is valid and necessary in conjunction with the consultant who designed the project the potential extra work is evaluated and recommended for approval.

The RC/PM notifies the NJDOT- Local Aid Office once it has been established that a Change Order for changes in the contract quantity or extra work/new work is necessary and prepares a field order. The form shall state the description of the change or extra work (new work), reason for the change, value of the change (increases or decreases against the contract price). Time is also evaluated as part of the change order. This form will authorize the Contractor to proceed with the work upon written approval from NJDOT Local Aid.

The Contractor should provide to the Resident Engineer a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The cost will be reviewed by the Resident Engineer and the RC/PM, documented, and negotiated based on the cost estimate prepared by the Resident Engineer, under the supervision and approval of the RC/PM, for the extra work cost presented by the Contractor. The negotiated costs will be included in the change order. The change order will be signed by the Contractor, the Resident Engineer and submitted to the RC/PM for review. If the price for extra/new work cannot be mutually agreed upon, the Township of West Orange will initiate work by force account as per Section 104.03 of the Standard Specifications.

The RC/PM prepares a Federal Aid Change Order (DC-173A) and submits it to NJDOT for their review and approval once the Municipal Council approves the change order. The Change Order will serve as a contract document adjusting the contract price. Any amounts in excess of the authorized contract amount cannot be expended until the Change Order is approved. Time should always be evaluated as part of a change order, because it will change the contract time and contract completion date, therefore any change order must include the required additional time for extra work.

The RC/PM will notify NJDOT if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the Contractor. Upon the written authorization of the NJDOT, the Contractor will be instructed by field order and the Township of West Orange will proceed with the approval of the change order at the next available Municipal Council meeting.

6.9 Field Orders (Appendix E)

The RC/PM will notify NJDOT Local Aid, if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the project completion. The Contractor will provide to the Resident Engineer and RC/PM

a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The negotiated cost will be sent to NJDOT Local Aid and included in the Change Order (Form DC-173A). Upon approval by NJDOT Local Aid, the Contractor will be instructed by Field Order to proceed with the work.

The process for a Field Order shall be as follows:

- a. The contractor shall immediately notify the Resident Engineering that there is a need for a Field Order.
- b. The Resident Engineer shall set up a meeting in the field to include the Contractor and the RC/PM to discuss the needed change, potential cost impacts and potential changes to the Progress Schedule.
- c. Once the change has been agreed upon by all parties, the Resident Engineer shall issue, after the meeting, a written description of the change, including the immediate need for the change and the anticipated cost.
- d. The RC/PM will evaluate the Field Order request and, if acceptable, immediately notify the NJDOT Local Aid by e-mail. Upon written approval from NJDOT Local Aid, the Resident Engineer shall then issue a verbal approval to the contractor. The contractor can then proceed with the Field Order. The Resident Engineer will immediately prepare a written approval of the Field Order after verbal approval is given. The Resident Engineer shall record and verify all work and quantities related to the Field Order and immediately notify the RC/PM if the estimated work for the change should differ significantly from what was discussed. If there are significant differences, RC/PM shall decide whether a revised field change order is required.
- e. The RC/PM will proceed with the approval of the Field Order at the next available Municipal Council meeting and submit to NJDOT Local Aid for formal approval by use of a Federal Aid Change Order (Form DC-173A) as outlined above.

7.0 Contract Completion Date

Contract Completion – Time of Completion and Liquidated Damages shall be in accordance with NJDOT Standard Specification, Section 108.10. The RC/PM issues a formal “Notice-To-Proceed” (NTP), once all Civil Rights documents have been submitted and approved by the NJDOT and all Pre-Construction Meeting Checklist items are completed. The NTP must include the Contract Completion Date.

The Resident Engineer with the supervision of RC/PM, schedules progress review meeting periodically to evaluate the progress on the project and request progress schedule updates from the Contractor. If the Contractor falls behind the schedule, the Contractor will be notified in writing and asked to make every effort to improve the progress.

The Contractor will be advised by the Resident Engineer, who will ensure that, contract time extensions will only be granted for excusable delays specified in Section 108.11 of the NJDOT

2019 Standard Specifications and shall be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs.

If the Contractor fails to complete the contract within the contract time specified in the contract documents, the Contractor will be charged liquidated damages for each working day that the Contractor fails to complete the construction project in accordance with the “schedule of liquidated damages” included in the project specifications.

The RC/PM monitors the project progress and the Resident Engineer and Inspector documents any contract delays throughout the duration of the project. A Contractor request for a contract time extension shall be fully justified, adequately documented, and submitted at the time the excusable delay occurred. A revised progress schedule will be submitted documenting how this delay affected the critical path of the project work. Contract time extensions need approval from NJDOT and the Township of West Orange.

Liquidated Damages

Information regarding Liquidated Damages is included in the Contract Special Provisions – Time of Completion and Liquidated Damages are in agreement with 2019 NJDOT Standard Specification, Section 108.20, will be followed which is defined as the daily amount set forth in the contract to be deducted from the contract price to cover for additional cost incurred by the Township of West Orange because of the Contractor’s failure to complete work within the specified Contract Time. The Contractor must be advised by the Resident Engineer that Liquidated Damages will be assessed at each time that the progress schedule is not been met.

LIQUIDATED DAMAGES or any other penalties proposed will be assessed from the original GRANT AMOUNT shown IN AGREEMENT. The Township of West Orange is solely responsible for producing any documents required by Federal Highway or NJDOT during the project lifecycle during and after the project is closed out throughout the record retention period.

Progress Schedules

The RC/PM with the assistance of the Resident Engineer reviews progress schedule and monitors the contract progress to evaluate impacts to contract time in accordance to Section 153 of NJDOT Standard Specifications. Progress payments are compensation for value of work performed during a covered period as specified in Title 23 CFR 635.123. The RC/PM monitors and documents the project’s progress, Contractor payments and contract completion to ensure compliance to the approved project schedule and contract time.

7.1 Change Order Protests/Disputed Work

If the Contractor disagrees with any terms and conditions of a Change Order or a Field Order, a written protest must be submitted to the Township of West Orange within 15 days of receipt of the Change Order in accordance with Section 104.03 of the NJDOT Standard Specifications.

The Township of West Orange will notify NJDOT-Local Aid of the Contractor’s written protest. Submission of written protest will not relieve the Contractor from obligation to proceed with the

work directed by the Change Order.

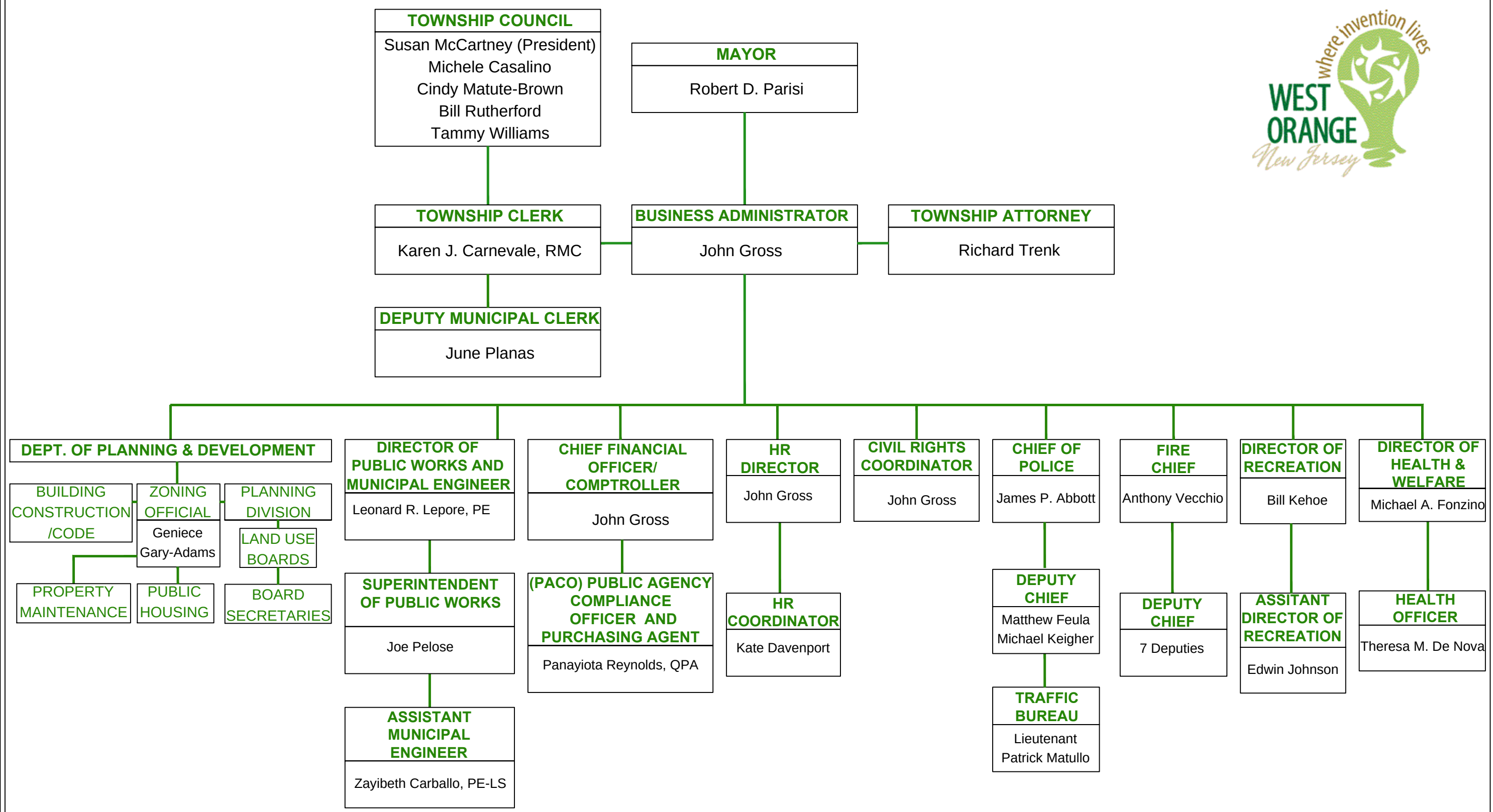
The Township of West Orange will pursue a satisfactory resolution of disputed work issues or claims within a reasonable period of time as required by Standardized Changed Condition clauses per 23 CFR 635.109, NJDOT Standard Specifications and the project Supplementary Specification. The cost to settle work disputes, contract claims, or court awards must be reviewed by NJDOT prior to reimbursement as per 23 CFR 635.124. Any disputed work must be documented in the project records. Disputed work issues or claims must be resolved prior to close out of the project.

APPENDICES

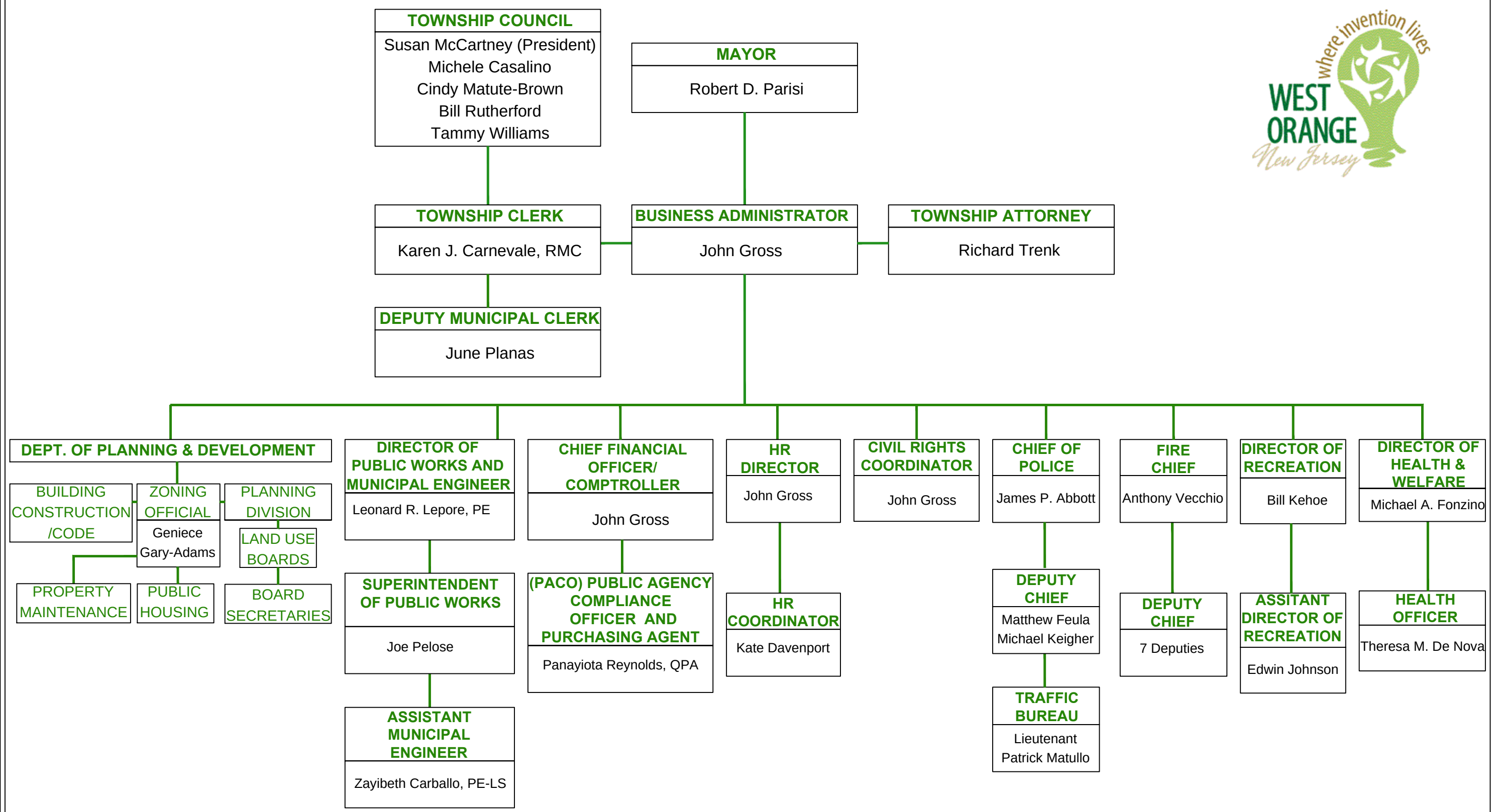
APPENDIX A

ORGANIZATIONAL CHARTS

TOWNSHIP OF WEST ORANGE ORGANIZATIONAL CHART



TOWNSHIP OF WEST ORANGE ORGANIZATIONAL CHART



APPENDIX B

SAMPLE RFP

Sample RFP - APPENDIX B

TOWNSHIP OF WEST ORANGE REQUEST FOR PROPOSAL

For

CONSULTING CIVIL ENGINEERING AND INSPECTION SERVICES

Associated with:

**XXX of
XXX, Route XXX
Section XXX
From XXX to XXX (Route XXX)
Federal Project Number: XXX**

CONTACT PERSON: _____, Director
Office of Budget & Purchasing

MAILING ADDRESS: **TOWNSHIP OF WEST ORANGE**
Division of Purchasing
66 Main St., Room 111, West Orange, NJ 07052

PROPOSAL DUE: 11:00 A.M. on **XXX**

REQUEST FOR PROPOSALS

Public Notice is hereby given that **SEALED PROPOSALS** will be received by the Purchasing Agent of the **TOWNSHIP OF WEST ORANGE**, New Jersey at 11:00am prevailing time on **XXX** in the **ROOM # AND ADDRESS**:

RFP- XXX

**REQUEST FOR PROPOSAL TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE XXX, ROUTE
XXX SECTION XXX FROM XXX TO XXX (XXX)
FEDERAL PROJECT NUMBER: XXX
DBE GOAL: XX.X%**

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm>
for additional guidance and requirements.

This project involves Federal funding participation. The **TOWNSHIP OF WEST ORANGE** will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be review by the Department of Transportation prior to use or execution.

Specifications and blank Bid Forms may be obtained online at the following web address
<http://TOWNSHIP OF WEST ORANGE>

Any questions concerning this specification must be directed to the **TOWNSHIP OF WEST ORANGE Office OF Purchasing in writing by email to WEB ADDRESS**

Proposers are required to comply with requirements of NJSA 10:5-31 et seq. and N.J.A.C. 17:27

Proposers must abide by the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150.

The **TOWNSHIP OF WEST ORANGE** reserves the right to reject any or all proposals

By order of the TOWNSHIP OF WEST ORANGE

_____; Director,
Budget & Purchasing
TOWNSHIP OF WEST ORANGE, New Jersey

Date: XXX
XXX
XXX

REQUEST FOR PROPOSAL TABLE OF CONTENTS

<u>DESCRIPTION:</u>	<u>NO. OF PAGES:</u>
GENERAL INFORMATION	7
R.F.P. REQUIREMENTS	7
SCOPE OF SERVICES	9
SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT	12
(PURCHASING OR RISK MANAGER ADD "SAMPLE" INSURANCE REQUIREMENTS)	

**REQUEST FOR PROPOSALSTO ESTABLISH A VENDOR TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE XXX OF XXX, ROUTE XXX SECTION
XXX FROM XXX TO XXX (CR XXX)**

PART I - INTRODUCTION

The **TOWNSHIP OF WEST ORANGE** is requesting proposals for **CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE XXX OF XXX CR XXX.**

The **TOWNSHIP OF WEST ORANGE Purchasing OFFICE** is the sole contact for
answering any questions relating to the RFP.

All questions, requests for interpretations and comments shall be prepared in writing and
directed to:

_____, Director
Division of Budget and Purchasing
Department of _____
Township of West Orange
66 Main St., Room 111, West Orange, NJ 07052
973-325-4050
www.westorange.org

No firm intending to submit a proposal or any employee of any firm intending to submit a
proposal shall contact any TOWNSHIP OF WEST ORANGE employee for any reason either
directly or indirectly related to this Request for Proposal. Any firm found violating this policy
will be automatically disqualified form submitting a proposal.

Interpretations or clarifications deemed necessary by the Division of Engineering in
response to questions received from prospective Proposers will be issued by addenda
mailed or delivered to all parties recorded by the Division of Purchasing as having received
the RFP.

Addenda may also be issued by the Division Purchasing to modify the RFP as deemed
advisable by the TOWNSHIP OF WEST ORANGE of Essex County, NJ.

Copies of the RFP may be obtained from:
Division of Budget and Purchasing Bid Portal **WEB ADDRESS**

Proposals must be submitted on or before **XXX** by **11:00 a.m.** Late submissions will not be
entertained.

All proposals must be **RECEIVED** by the **TOWNSHIP OF WEST ORANGE** at the address
shown above no later than the deadline provided for receiving proposals in Request For
Proposals (RFP) Public Notice. Proposals shall be received no later than provided for in the
Request For Proposal notice, after which time they shall be opened and recorded. **One (1)
original, five (5) copies, and one (1) electronic .pdf file of each proposal shall be
submitted. Only one (1) proposal will be permitted from each Proposer.**

Proposals mailed or delivered to the **TOWNSHIP OF WEST ORANGE** shall be in sealed envelopes and clearly labeled as follows:

DO NOT OPEN
REQUEST FOR PROPOSAL (RFP)
CONSULTING ENGINEERING SERVICES
For Construction Engineering & Inspection Services
For the XXX CR XXX

The **TOWNSHIP OF WEST ORANGE** reserves the right to reject any proposal received after the deadline. The **TOWNSHIP OF WEST ORANGE** shall not be responsible for timeliness of mail or messenger delivery.

This proposal is irrevocable by the subscriber or by his, their or its personal or legal representatives. Any subsequent award by the **TOWNSHIP OF WEST ORANGE** to the subscriber shall bind the subscriber and his, their or its heirs, executors, administrators, successors or assigns.

PART II - GENERAL CONDITIONS

Instructions:

All questions must be answered.

Each proposal shall include a Letter of Transmittal which bears the original signature of an authorized representative of the vendor and which also includes the name of individuals authorized to negotiate with the TOWNSHIP OF WEST ORANGE of .

Each proposal shall include a full explanation of the services that will be provided.

Proposals shall be in sufficient detail to determine and evaluate the services provided.

One (1) original, five (5) copy, and one (1) electronic .pdf file of the completed proposal must be delivered by XXX to the TOWNSHIP OF WEST ORANGE ADDRESS, PHONE # BY 11:00 a.m. EDT on that date. Late proposals will not be eligible for review.

Failure or inability to meet any of the requirements set forth in this RFP will be sufficient reason to disqualify prepares.

The **TOWNSHIP OF WEST ORANGE** reserves the right not to consider any proposal that is incomplete or that does not meet the specification requirements.

Statutory Requirements:

This project involves Federal funding participation. The **TOWNSHIP OF WEST ORANGE** will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process

and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Terms:

The contract will be from **Notice of Award to the Completion of the project.**

Reservations:

The **TOWNSHIP OF WEST ORANGE** reserves the right to reject any and all proposals, and any part and to waive any formalities, informalities, irregularities and errors in proposals.

A written request for the withdrawal of a proposal, or any party thereof, will be granted if the request is received by the **TOWNSHIP OF WEST ORANGE** Purchasing Agent prior to the specified time of the proposal opening.

Interview:

The **TOWNSHIP OF WEST ORANGE** reserves the right to interview proposers, request clarification of proposals, request additional information, request modification or proposals and negotiate contract terms with the successful prepares.

Bidders may be asked to explain and/or clarify their proposal to a selection committee.

Exceptions and Requests for Modifications to RFP:

Any requests for modifications to the language in the RFP must be included on a separate page with the submission of the proposal. Modifications to the RFP that do not comply with the above requirements will not be considered by the **TOWNSHIP OF WEST ORANGE**. Exceptions to the proposed time schedule shall similarly be noted for further consideration by the **TOWNSHIP OF WEST ORANGE**.

Proposal Evaluation:

Each RFP will be evaluated by a team consisting of **TOWNSHIP OF WEST ORANGE** professional staff members.

The **TOWNSHIP OF WEST ORANGE** team shall consider the merits of each response and shall utilize the sample rating criteria on page 6 of the RFP

Requirements:

This project involves Federal funding participation. The **TOWNSHIP OF WEST ORANGE will conform to the requirements of the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.**

Limitation Of Liability:

The TOWNSHIP OF WEST ORANGE assumes no liability for any cost incurred by Proposers in responding to this RFP or in responding to any further requests for interviews, additional information, etc. prior to the issuance of the contract document.

TOWNSHIP OF WEST ORANGE's Responsibilities:

The TOWNSHIP OF WEST ORANGE shall do the following:

Designate the following person to act as the TOWNSHIP OF WEST ORANGE's representative with respect to the services to be rendered under the contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define TOWNSHIP OF WEST ORANGE's policies and decisions with respect to the Engineer's services for the project.

_____, TOWNSHIP OF WEST ORANGE Engineer
TOWNSHIP OF WEST ORANGE Division of Engineering
ADDRESS

Furnish to the Engineer, subject to availability and applicability the following information:

Existing Plans and Specifications for the project;

Furnish a typical sample of the appropriate TOWNSHIP OF WEST ORANGE "boiler plate" forms and documents as may be required during the project.

Arrange for access to and make provisions for the Engineer to enter upon public property owned by the TOWNSHIP OF WEST ORANGE.

Conduct the pre-construction conference.

Attend construction progress and other job related meetings and substantial completion inspections and final payment inspections.

Through the TOWNSHIP OF WEST ORANGE Engineer, issue a certificate of substantial completion and certify that the construction work has reached final completion and is ready for final payment.

Periods Of Service:

Pursuant to NJSA 40A:11-15(9), the Engineer's obligation to render services shall begin at the notice to proceed and start with attendance at the pre-construction conference and extend through the utility relocation phase, construction, punch-list work, final payment authorization, and final close-out of the project in accordance with the construction project schedule. Any modifications must be approved by the TOWNSHIP OF WEST ORANGE.

The consulting engineering services called for in these General Conditions and in Detailed Scope of Services shall be completed within the stipulated and/or proposed time periods indicated. Failure to provide the contract services within the stipulated time

periods shall constitute a breach of contract entitling the TOWNSHIP OF WEST ORANGE to proceed with all available legal remedies at its disposal

Payments To Consultant:

Method of Payment for Consulting Engineering Services. The TOWNSHIP OF WEST ORANGE shall pay the Engineer on a cost basis in accordance with the schedule approved by NJDOT for Cost Basis.

Payment Schedule. The Consultant may submit statements for consulting engineering services rendered. The statements shall be based upon the detailed daily statements for construction engineering and inspection services rendered and actually completed at the time of billing. Each statement shall be signed by the Engineer. The TOWNSHIP OF WEST ORANGE retains the right to withhold payment until the product defined on the Scope of Services has been delivered and approved by the TOWNSHIP OF WEST ORANGE.

Payment Due to Termination. In the event of termination by the TOWNSHIP OF WEST ORANGE under the terms of this contract, progress payments due to the Engineer for consulting engineering services rendered through the termination shall constitute total payment for such services.

Mediation Provisions for Construction Contracts:

Notwithstanding any other provisions or terms set forth elsewhere in this RFP or other Contract Documents, for any construction contract to which N.J.S.A. 40A:11-50 is applicable, either party to the contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work as required by the Contract Document be submitted to Alternative Dispute Resolution through non-binding mediation. If mediation is demanded, it shall be subject to the provisions set forth below.

Mediation shall not be available with regard to disputes concerning solicitation of bids, the award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Mediation shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

The TOWNSHIP OF WEST ORANGE's Alternative Dispute Resolution procedures for non-binding mediation are as follows:

- A. **Controversies and Claims Subject to Mediation.** Except as specified above, If a dispute between TOWNSHIP OF WEST ORANGE and Consultant arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation prior to resorting to litigation,
- B. **Contract Performance Pending Mediation.** During mediation proceedings, Consultant shall continue to perform, and TOWNSHIP OF WEST ORANGE shall continue to make payments pursuant to the terms of the contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party.

In the event that the parties are unable to directly resolve a problem within 10 days of the first notice of the dispute, the aggrieved party shall promptly submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (i) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (ii) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum 1) a brief statement of the nature of the dispute, and 2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful within 60 days after the initial request for mediation, then either party may terminate the mediation by written notice to the mediator and to the other party. Upon the expiration of the said 60 days (or any extension thereof that has been mutually agreed to by the parties) either party may submit the dispute to the Superior Court of New Jersey, TOWNSHIP OF WEST ORANGE, for adjudication, which court shall have exclusive original jurisdiction over the dispute.
- H. **Binding Process.** Participation in the mediation process is voluntary, however the parties expressly understand and agree that if they reach any agreements as a result of mediation, such agreements will be binding to the full extent permitted by law.
- I. **Confidentiality.** As part of the mediation, the parties will be required to comply with the mediator's instructions regarding submissions and exchanges of records, statements, and other materials necessary for mediation to proceed. The parties recognize that mediation proceedings are settlement negotiations, and that all offers, promises and statements, whether written or oral, made in the course of the proceedings, are inadmissible in any arbitration or court proceeding, to the full extent allowed by applicable state and Federal laws. The parties agree to not subpoena or otherwise require the mediator to testify or produce records, notes or work product exchanged during mediation in any future proceedings, and to keep all submissions, records, notes, statements and any other materials prepared or exchanged in connection with the mediation confidential, to the fullest extent permitted by law. No recording or stenographic record will be made of mediation sessions. Mediation sessions are intended to settle claims, and the discussions that occur during mediation shall remain confidential, unless the parties mutually agree to authorize disclosures. In the event the parties do reach a settlement agreement, the terms of that settlement will be admissible in any court or arbitration proceedings required to enforce it, and will be available for public inspection to extent required by applicable state or Federal laws. All evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation proceedings.

REQUEST FOR PROPOSAL REQUIREMENTS

Local Public Agency: TOWNSHIP OF WEST ORANGE Government
Request for Proposals No. **X**
Posting Date: **Month XX, 201X**

Request for Proposal Requirements

Project Title: *Construction Engineering and Inspection Services Associated with **XXX** of **XXX**, TOWNSHIP OF WEST ORANGE Route **XXX** Section **XXX***
Project Location: ***XXX** Section **XXX** From **XXX** to **XXX** (CR **XXX**)*
Federal Project Number: ***XXX***
Response Due Date and Time: ***XX/XX/XX** and no later than 11:00 am Eastern Time*

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Contact for Questions: John Gross, Township Administrator

Submittal requirements:

1. Letter of Interest – 5 copies (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated
 - i. required documents for all items with Disadvantaged Business Enterprise
 - ii. (DBE) goals (sample form follows).

Submit To: TOWNSHIP OF WEST ORANGE Government

Division of Budget & Purchasing
66 Main St., Room 111, West Orange, NJ 07052
973-325-4050 www.westorange.org

Selection Procedures:

This project involves Federal funding participation. The TOWNSHIP OF WEST ORANGE will conform to the procurement requirements by “Competitive Proposal Method” under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Consultants will be selected for work items further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. A sample Consultant Selection Rating Form that will be used to evaluate and score the submittals is included for your reference.

Requirements for Letters of Interest (LOI):

A. General instructions for Preparing and Submitting a Letter of Interest (LOI)

1. Provide the information as set out in Item B below, in the same order listed, signed by an officer of the firm. Scanned signed documents signatures are acceptable. Do not send

additional forms, resumes, brochures, or other material unless otherwise noted in the item description.

2. LOI's shall be limited to a total of twelve (12) 8 ½" x 11" pages. Ten (10) pages for Identification and Qualification and two (2) pages for the combined Key staff and Project Approach unless otherwise noted in the Project Description.
3. LOI's must be received not later than "Response Due Date and Time" as shown in the RFP header shown above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. Identification and Qualifications

- a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.
- b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant (sample Affirmative Action Certification follows). A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the New Jersey Department of Transportation's (NJDOT) website.
- c. Provide personnel resumes and such additional information concerning qualifications as may be relevant to the project. The personnel to be used on this highway construction project must demonstrate the following levels of experience:
 - i. **Engineer** (Licensed) - 10 years of relevant highway construction Experience
 - ii. **Resident Engineer** - 5 years of relevant highway construction experience
 - iii. **Highway Construction Inspector** for Duration of Construction – NICET Level III min. or qualified other with 3 years of relevant highway construction experience
 - iv. Additional **Highway Construction Inspector** for Paving Operations – NICET Level II min. or qualified equivalent.

2. Key staff and Project approach

- a. List the Project Manager and other key staff members, including key sub consultant staff and include the percent dedicated to each. Include project engineers for important disciplines and staff members that will be responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.
- b. Describe the capacity of your staff and their ability to perform the work in a timely manner relative to present workload and the availability of the assigned staff.

- c. Provide a description of your Project Approach relative to the scope of services (description follows). For project specific items confirm that the firm has visited the project site. For all items address your firm's technical understanding of the project or services, as related to your firm's qualifications.

Requirements for Affirmative Action Certification:

A completed Affirmative Action Certification form is required for all items that identify a DBE goal. The consultant must identify the DBE firms with which it intends to subcontract. Include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform on the Affirmative Action Certification Form. **Copies of DBE certifications, as issued by NJDOT, for each firm listed are to be included as additional pages after the form.** If the consultant does not meet the DBE goal, the consultant must provide documentations on additional pages that it has made good faith efforts to achieve the DBE goal. Please review the DBE program based on any goals set and complete the DBE Affirmative Action Certification form as applicable. What constitutes good faith efforts is explained in detail within the DBE program information referred to above. If no goal is set then no Affirmative Action Certification form is required. New Jersey Department of Transportation's (NJDOT) DBE Program Information is available at the NJDOT's website.

A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the NJDOT's website. (<http://www.njucp.net/>)

DBE subcontracting goals apply to all prime submitting consultants, regardless of the prime's status of DBE.

Required NJDOT **Cost Basis Approval for prime consultant and each sub-consultant (prior to negotiations):**

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit: <http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm> for additional guidance and requirements. **To use Federal-aid funds, the firm selected must either be **cost basis approved** by NJDOT, or must have its accounting system and a provisional overhead rate approved by NJDOT, prior to A/E firm negotiations.** This will require submittal of a self-certified or CPA certified financial package or a cognizant agency audit. A final overhead or indirect cost rate will be required prior to project close-out for cost-plus fixed fee type contracts.

Work item details:

Local Public Agency: TOWNSHIP OF WEST ORANGE, NJ

Project Location: XXX Section XXX
From XXX to XXX (XXX)

Federal Project Number: XXX

Project Phases Included: Construction Engineering/Inspection

Project Description: *****

Edit the Following as needed

The TOWNSHIP OF WEST ORANGE's proposed work will begin XXX of XXX (Station XXX) and the XXX terminus of the project is XXX of XXX (Station XXX). The proposed highway improvement work will be in-kind within the existing right-of-way, and will consist of:

1. The roadway will be milled and resurfaced within the project limits and width of roadway pavement. (The existing concrete curb limits will be maintained throughout.)
2. The roadway centerline will be reprofiled to provide for an appropriate cross slope and centerline grade.
3. Traffic signage will be replaced and added throughout the entire length of the project, as applicable.
4. Traffic striping and markings will be placed on the new roadway pavement, as appropriate. Raised pavement markers will also be installed.
5. Drainage structures throughout the project will be upgraded, reconstructed or replaced, as applicable.
6. If needed, in kind replacement of existing curb.

Estimated Construction Amount: \$ XXX

Funding: Federal Funding involved for 100% Construction and Civil Engineering/Inspection

Term of Contract: Until project completion

DBE goal: XX.X%

Required NJDOT **Cost Basis Approval:** Construction Engineering and Inspection

(prior to negotiations)

(Prime Consultant and each Sub-Consultant)

Request for Proposal No. _____

Item No. _____

AFFIRMATIVE ACTION CERTIFICATION

I do hereby certify that it is the intention of my company to affirmatively seek out and consider DBEs certified in the State of New Jersey, to participate as part of this proposal. (For listing of DBE certified firms see <http://www.njucp.net/>)

I understand and agree that all sub consulting in connection with this proposal, whether undertaken prior to or subsequent to the notice to proceed, shall be in accordance with the requirements for the Disadvantaged Business Enterprise Program, included elsewhere in this RFP. I understand and agree that no subcontracting shall be approved or commenced until the Department of Transportation has reviewed and approved the affirmative actions taken by my company or me.

I understand that utilization of certified DBEs is in addition to all other equal employment requirements of this RFP.

I acknowledge that this certification is to be made an integral part of this proposal.

I understand and agree that the submission of a blank certification may cause the proposal to be rejected.

I hereby certify that contact has been made with the certified DBEs listed in this certification, and that, if my company becomes the CONSULTANT, the certified DBEs have tentatively agreed to perform the services listed below.

I understand that neither my company nor I will be penalized for amounts achieved over or under the amount shown for voluntary DBE utilization that exceeds the goal.

After contract award, any change to the firms listed in this Affirmative Action Certification under race/gender conscious must have prior approval by NJDOT's and NJ Division of Civil Rights and Affirmative Action (DCR/AA)-

SUBCONSULTANTS

DBE SUBCONSULTANTS TO BE APPLIED TOWARD GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned percentage to be paid to DBE</u>
--	-------------------------------	--

DBE SUBCONSULTANTS TO BE USED BEYOND GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned percentage to be paid to DBE</u>
--	-------------------------------	--

Total Percentage Credited toward DBE Goal (Race/Gender Conscious): _____

Total Percentage of Voluntary DBE Work Anticipated over DBE Goal (Race/Gender Neutral): _____

Name of Company: _____

By: _____ **Date:** _____

ESTIMATED SCHEDULE FOR PERFORMANCE AND DELIVERY OF SERVICES
(sample insert project specific schedule !!!)

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

Scope of Services:

DEFINED TERMS:

“TOWNSHIP OF WEST ORANGE” means the TOWNSHIP OF WEST ORANGE of , a governmental corporation under the laws of the State of New Jersey.

“Proposer”, “Consultant”, “Engineer” or “Surveyor” means the person or entity who submits a proposal directly to the TOWNSHIP OF WEST ORANGE. Proposer does not include a subcontractor who contracts directly with the successful Proposer.

PROPOSED PROJECT SCHEDULE:

The schedule shall start when the TOWNSHIP OF WEST ORANGE issues a written Notice to Proceed to the Consultant for a specific construction project. The Engineer shall begin work by attending the construction project’s preconstruction conference.

The Engineer’s obligation to render services here under shall extend for a period as may be required for construction punch list items to be completed, final completion certifications and inspection reports completed, and final payment of the construction project is complete.

Failure to provide the construction inspection services shall constitute a breach of contract entitling the TOWNSHIP OF WEST ORANGE to proceed with all available legal remedies at its disposal.

NOTE: The successful proposer shall be available to provide resident engineering and inspection services, beginning with the Pre-Construction Conference, upon 21 days advance written notice.

BASIC SERVICES OF ENGINEER:

The Engineer shall provide professional consulting engineering services for the TOWNSHIP OF WEST ORANGE in all phases of the project to which these General Conditions apply as hereinafter provided. These services will include serving as TOWNSHIP OF WEST ORANGE’s professional engineering representative for the project, providing professional engineering consultation and advice, and furnishing customary civil engineering services incidental thereto.

The following project phases marked with an “X” or check mark will be required to be completed by the Engineer:

 x Construction Phase

Upon verbal request to proceed with the Construction Phase, the Engineer shall:

Attend the pre-construction conference.

After the pre-construction conference and after the TOWNSHIP OF WEST ORANGE has issued the Notice to Proceed, the Engineer shall perform the tasks of associated with the general administration of the construction contract and the inspection of the construction work.

General Administration of Construction Contract: The Engineer shall consult with and advise the TOWNSHIP OF WEST ORANGE and act as the TOWNSHIP OF WEST ORANGE’s representative during the execution of the construction contract. The extent and limitations of

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

the duties, responsibilities and authority of the Engineer shall be set forth in the TOWNSHIP OF WEST ORANGE's contract.

Visits to Site and Inspection of Construction: In connection with inspection of the work of the Contractor while the work is in progress:

The Engineer shall make visits to the site at intervals appropriate to the various stages of construction in order to inspect as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. In addition, if required in the proposal, the Engineer shall provide more continuous inspection of the work. Based on information obtained during such visits and on such inspections, the Engineer shall determine if such work is proceeding in accordance with the contract documents, and the Engineer shall keep the TOWNSHIP OF WEST ORANGE informed of the progress of the work.

The Resident Engineer and any inspectors will be the Engineer's agents or employees and shall be under the Engineer's supervision. The detailed duties and responsibilities of the Resident Engineer and other Inspectors are generally described herein, and will be finalized in the negotiated contract.

The purpose of the Engineer's and Resident Engineer's inspection is to insure construction in accordance with the design plans and specifications.

However, the Engineer shall not, during such visits or as a result of such inspections of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

Defective Work: The Engineer during construction inspection may disapprove of or reject the Contractor's work if the Engineer believes that the work does not conform to the contract documents or design integrity of the project.

Interpretations, Clarifications, Work Directive Changes, and Change Orders: The Engineer may issue interpretations and clarifications of the contract documents as required. The Engineer shall be responsible for preparing Work Directive Changes and Change Orders with supporting documentation and data for the approval by the WEST ORANGE GOVERNING BODY and execution by the TOWNSHIP OF WEST ORANGE Executive in accordance with the TOWNSHIP OF WEST ORANGE's contract.

Shop Drawings: The Engineer shall review and approve shop drawings and other data which the contractor is required to submit, for conformance with the design concept of the project and compliance with the information given in the contract documents.

Substitutes: The Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor to determine the equivalency of the substitute materials and equipment under the terms and conditions of the contract specifications.

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

Additional Inspections and Tests: When the Engineer deems it necessary or advisable for implementing the intent of the construction contract documents, the Engineer will have the authority to require additional inspection or testing of the construction contractor's work in accordance with the contract documents and at the contractor's expense.

Disputes between the TOWNSHIP OF WEST ORANGE and Contractor: The Engineer shall act as initial interpreter of the requirements of the contract documents and shall determine the acceptability of the work. In the event of a dispute between Engineer and the Contractor, the TOWNSHIP OF WEST ORANGE Engineer will be the final arbiter.

Applications for Payment: Based on the inspections, and information provided by the Resident Engineer, the Engineer shall determine the amounts owed to the Contractor and make recommendations of appropriate payments to the TOWNSHIP OF WEST ORANGE.

Contractor's Completion Documents: The Engineer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, and other documents which are to be assembled by the Contractor in accordance with the contract documents. The Engineer, upon receiving and reviewing these documents, shall transmit them to the TOWNSHIP OF WEST ORANGE with written comments.

Inspections: The Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the Engineer may recommend in writing final payment to the Contractor and may give written notice to the TOWNSHIP OF WEST ORANGE and the Contractor that the work is acceptable, subject to any conditions therein expressed. Upon completion of all construction, including change orders and punchlist items, the Engineer shall provide a certification of completion to the TOWNSHIP OF WEST ORANGE Engineer. The TOWNSHIP OF WEST ORANGE Engineer shall then issue the certificate of final completion and shall certify that the project has been completed, and is ready for final payment.

As-Built Plans: The Engineer shall prepare a set of **"red line" as-built plans** showing those changes made during the construction process, based on the marked-up prints, drawings, data, etc furnished by the Contractor to the Engineer and information obtained by the Engineer's staff.

Design Plan Changes: The Engineer will not be responsible to prepare design change plans. Should a design change become necessary on a construction project the design engineer who prepared the construction project design will prepare the necessary design change plans. Such design change plans shall be in the same layout and on reproducible mylars and digital media in a format compatible with the TOWNSHIP OF WEST ORANGE's CADD software used for the original design plans. Should the project's specifications also need to be revised as a result of the design change, the design engineer will also prepare the specifications, as may be necessary to construct the changes to the project.

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

CONSTRUCTION ENGINEERING PHASE:

The Engineer shall furnish a qualified Resident Engineer (RE) with the appropriate experience and Highway Construction Inspector (NICET Level III minimum or Qualified Other - Highway Construction) with appropriate experience, and other qualified field staff as circumstances require to assist the Engineer in inspecting the work by the contractor (i.e. Additional Inspector required during paving operations).

The Resident Engineer will protect the TOWNSHIP OF WEST ORANGE from any defects in materials or workmanship by the construction Contractor. This is to be accomplished through full time on site inspection of the project site. The Engineer is not responsible for nor in control of the means, methods, techniques, sequences or procedures for construction of the project. The Construction contractor is responsible for these items.

The duties and responsibilities of the Resident Engineer are limited to those of the Engineer as will be further delineated in the negotiated contract for Consulting Engineering Services and are further limited and described as follows:

General - The Resident Engineer is the Engineer's agent at the site and shall act as directed under the supervision of the Engineer. The RE's dealing in construction matters pertaining to the on-site work shall in general be with the Engineer and Contractor. The RE's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The RE shall communicate with the TOWNSHIP OF WEST ORANGE with the knowledge of and under the direction of the Engineer.

Duties and Responsibilities of RE:

Source Documentation - All related source documents upon which payment is based must be a matter of record. Additionally, all source documents pertaining to the determination of pay quantities must be retained for three years after final payment and project close-out pursuant to 49 CFR 18.36(J)(11).

Source documents consist of notes/documentation of counts; measurements (length, width, depth, and slope); calculations of area, volume, weights; sketches, a statement of compliance with contract plans, and specifications; field changes; comments; and delivery tickets collected and initiated by the inspector at the point of unloading.

Source documentation must specify the following at a minimum:

- **Delivery tickets are received before placement of materials**

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

- **Testing of materials is documented in the project files and referenced in daily inspection reports**
- **Form DC-29's are used for daily inspection reports and the instructions included on the DC-29's are followed. DC-29's are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.**
- **Inspection reports are signed and dated by the inspectors.**
- **The Resident Engineer reviews and initials the daily inspection reports.**
- **The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports.**
- **The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the Supervisor of Inspections and the TOWNSHIP OF WEST ORANGE Engineer. The summary of pay items must be used for comparison and negotiation of contracts payment requests. The Supervisor of Inspections and the Contract Administrator must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor payments, a voucher request will be forward to TOWNSHIP OF WEST ORANGE Department of Finance for contractor payment. Once contractor payment is made, the Contract Administrator must prepare and submit a State voucher.**
- **Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act must be met and documented in the TOWNSHIP OF WEST ORANGE's project files. Wage rate interviews must be performed by the site inspector or resident engineer.**
- **Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.**
- **All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990' Section 504 of the Rehabilitation Act of 1973, 28 CFR Part 35.14(e) and NJDOT Standard Construction Details. The site inspector and the Supervisor of Inspections will be responsible for the inspection of all ADA related facilities.**
- **DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V., Subsection B and NJDOT DBE/ESBE**
- **Include provision to identify the TOWNSHIP OF WEST ORANGE's full time employee in "responsible charge" of the project.**

Buy America -

Title 23 CFR 635.410 required that all steel or iron products permanently incorporated into a federal-aid project must be manufactured in the United States. This includes application of coatings.

Buy America requirements apply to the entire federal-aid project. Steel or iron products purchased with non federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.410(1). Minimal use of foreign steel or iron is permissible if the costs of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.410(b)(4).

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

The TOWNSHIP OF WEST ORANGE's responsible charge is responsible for receiving the Buy America certification at time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed, and dated and be specific to the materials.

DBE Compliance -

Title 49 CFR 26 requires that Disadvantaged Business Enterprises (DBE's) have an equal opportunity to receive and participated in federal-aid assisted construction contracts. TOWNSHIP OF WEST ORANGE will award federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. TOWNSHIP OF WEST ORANGE will continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of project completion. TOWNSHIP OF WEST ORANGE's responsibilities include:

- 1. Verification of Recommendation to Award memorandum and For CR-266F, "Schedule of DBE/ESBE Participation (former "Form A") to determine status of the subcontractors to monitor DBE/ESBE compliance.**
- 2. Monitor participation by comparing contracts DBE/ESBE/SBE goal commitments against each Form DC-18 "Request for Approval to sublet". Cross check the Daily Work Reports with each affected Form-18, the Recommendation to Award, and the From CR-267, Monthly Report of Utilization of ESBE/DBE or SBE.**
- 3. Utilize Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work to insure compliance.**
- 4. The person in responsible charge must be made aware of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ESBE/SBE program upon submission of a review Form CR 266 by the contractor and review and approval by NJDOT.**
- 5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by Good Faith Effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 49 CFR 26 Appendix A.**

Schedules - Review the progress schedule prepared by the contractor and consult with Engineer concerning acceptability.

Meetings - Attend meetings with the contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate the minutes thereof.

Liaison - The RE shall serve as the Engineer's liaison with the contractor working principally with the contractor's superintendent and the RE shall assist in understanding the contract documents. The RE shall also assist the Engineer in serving as the TOWNSHIP OF WEST ORANGE's liaison with the contractor. In addition, the RE shall assist in obtaining additional details or information from the TOWNSHIP OF WEST ORANGE when required for proper execution of the work.

Existing Conditions DVD Movie - The RE is to direct the contractor to immediately, and before any construction work begins, have made a professional Pre-construction DVD movie of the entire existing conditions of the work area and the immediate area along the sides of

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

the project work area. This DVD is to be a record of conditions before construction. When the contractor has finished recording the existing conditions, the RE is to immediately review this movie for content, and if found to be clear, properly done, and adequate, the RE shall immediately record the date of receipt and provide a copy to the TOWNSHIP OF WEST ORANGE Engineer's Office before the construction begins.

Shop Drawings - The RE shall record the date of receipt of all shop drawings delivered to the site and advise the Engineer and the contractor of the commencement of any work requiring a shop drawing if the submittal has not been approved by the Engineer.

Review of Work, Rejection of Defective Work, Inspections and Tests - The RE shall conduct on-site inspection of the work in progress and shall assist the Engineer in determining if the work is in general proceeding in accordance with the plans and specifications. If the RE believes that any work is unsatisfactory, faulty or defective or does not conform to the plans or specifications, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, the RE shall report this to the Engineer and shall further advise the Engineer of any work that the RE believes should be corrected or rejected or should be uncovered for inspection or requires special testing inspection or approval. The RE shall verify that tests, equipment and operating and maintenance are conducted in the presence of appropriate personnel and that the contractor maintains adequate records thereof. The RE shall report appropriate details relative to test procedures and results to the Engineer.

Interpretation of Contract Documents - When clarifications and interpretations of the plans and specifications are requested by the contractor, the RE shall report this information to the Engineer and shall then transmit to the contractor the clarifications and interpretations as issued by the Engineer.

Modifications to Plans and Specifications - Contractor's suggestions for modifications to the plans or specifications shall be considered and evaluated by the RE and reported with the RE's recommendations to the Engineer. The RE shall then transmit the decisions issued by the Engineer to the contractor.

Records - The RE shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, reproductions of original plans and specifications including all addenda, change orders, field orders, additional plans issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the plans and specifications, progress reports, **source documentation, buy America certifications, DBE compliance**, and other project related documents. The RE shall keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of field changes, change orders or other change conditions, list of job site visitors, daily activities, field decisions, observations in general and specific observations in more detail as in the case of observing test procedures. The RE shall send copies of the diary or field log to the Engineer and TOWNSHIP OF WEST ORANGE. The RE shall also record names, addresses, and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

Reports - The RE shall furnish the Engineer and TOWNSHIP OF WEST ORANGE Engineer periodic reports as required of progress of the work and of contractor's compliance with

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

the progress schedule and schedule of shop drawings. The RE shall advise the Engineer and TOWNSHIP OF WEST ORANGE Engineer in advance of scheduled major tests, inspections or start of important phases of the work. The RE shall draft proposed change orders and work changes, obtaining back-up material from the contractor and recommend to Engineer change orders, work changes and field orders. The RE shall report immediately to both the Engineer and TOWNSHIP OF WEST ORANGE upon the occurrence of any accident.

Payment Requests - The RE shall review applications for payment with the contractor for compliance with the contract and shall forward the recommendations to the Engineer,

Completion - Before the Engineer recommends a certificate of substantial completion to the TOWNSHIP OF WEST ORANGE Engineer, the RE shall submit to the contractor a list of observed items requiring completion or correction. The RE shall also conduct a final inspection in the company of the Engineer, TOWNSHIP OF WEST ORANGE and contractor and shall then prepare a final punch list of items to be completed or corrected. Prior to making recommendation for final payment to the Engineer, the RE shall assure that all items on the final punch list have been completed or corrected by the contractor.

Communication and Emergencies - The RE shall have a cell phone in his or her possession at all times in case the TOWNSHIP OF WEST ORANGE Engineer requires any communication with the site. In addition, the RE shall supply the TOWNSHIP OF WEST ORANGE with a twenty-four hour phone number to be used in case of emergency. Emergencies include but are not limited to accidents involving property damage, bodily injury, hazardous waste spills or unearthing hazardous waste, or damage to existing utility infrastructure.

As-Built Plans - The RE shall prepare a set of as built plans in accordance with requirements listed on page 3

Limitations of Authority of The RE:

- Shall not authorize any deviation from the contract plans or specifications or substitute any materials or equipment not authorized by the Engineer;
- Shall not exceed limitations of Engineer's authority as set forth in the General Conditions or the Contract;
- Shall not undertake any of the responsibilities of contractor, subcontractor or contractor's superintendent;
- Shall not advise on, issue directions relative to or assume control of any aspect of the means, methods, techniques, sequences or procedures of construction without prior approval of the Engineer and TOWNSHIP OF WEST ORANGE Engineer
- Shall not advise on, issue directions regarding or assume control over safety precautions and safety programs in connection with the work;
- Shall not accept shop drawings from anyone other than the contractor;

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT
Shall not participate in specialized field or laboratory tests or inspections conducted by others

Construction Inspection / Construction Services Individuals

- At least one full-time NICET (or equivalent) inspector shall be on site during all construction activities.
- A resident engineer shall be available during the duration of the project and for project close-out.
- All outside consultant service individuals shall report to the TOWNSHIP OF WEST ORANGE supervisor of inspections within the Division of Engineering.
- Maintain appropriate daily reports and construction as-built quantity records
- Conduct wage rate inspections **on a monthly base (shall be done per trade minimum)**.
- Review contractor submissions to insure compliance with prevailing wage rates, DBE/ESBE requirements, and training requirements.
- Review and process contractor payments.
- Project engineer reviews for completeness (payment applications, invoice, and signed voucher). If incomplete, notify contractor of needed items
- On-site inspector reviews to verify quantities completed. If discrepancy, notify contractor to reconcile
- Resident engineer verifies bid unit prices and calculation of payment amount.
- Resident engineer verifies contractor submission of certified payrolls, DBE utilization report (if applicable), monthly utilization report (web based), and training reports (if applicable). Notify contractor if items are needed.

ENGINEERING STANDARDS AND REQUIREMENTS:

All work shall be done in strict compliance with all applicable Federal, New Jersey State, TOWNSHIP OF WEST ORANGE, and local municipal laws, rules, and regulations.

All signal and roadway design prescribed herein shall comply with:

- a. the AASHTO "A Policy on Geometric Design of Highways and Streets" (current edition)
- b. the NJDOT "Design Manual - Roadway" (current edition and addenda)
- c. the FHWA "Manual on Uniform Traffic Control Devices" (current edition and addenda)
- d. the National Electrical Code (current edition)
- e. the NJDOT "Standard Roadway Construction - Traffic Control - Bridge Construction Details" (current edition and addenda)
- f. the NJDOT Standard Specifications for Road and Bridge Construction" (current edition and addenda)
- g. the NJDOT "Supplementary Specifications for State Aid Projects" (current edition)
- h. the NJDOT "Supplementary Specifications for Federal Aid Projects" (current edition)
- i. the current design standards of the TOWNSHIP OF WEST ORANGE Engineer's Office.

and used as reference:

- j. the NJDOT "Sample Plans" (current edition and addenda)

All required reports, documents, calculations, etc. which are necessary for the project's design and/or approval shall conform to the standard format of the NJDOT's "**Federal Aid Handbook**" Procedures for Federal Aid (federal aid projects only) to Counties and Municipalities, and the "NJDOT Procedures Manual", as may be applicable. **The consultant shall follow all applicable FHWA/NJDOT/**

SAMPLE TOWNSHIP OF WEST ORANGE CONTRACT

**TOWNSHIP OF WEST ORANGE requirements for construction
inspection/management/administration.**

DELIVERABLES:

The New Jersey Licensed Engineer is responsible for submitting all deliverable work products on or before the construction project close-out date. As appropriate for the type of work ordered, the deliverables shall include all of the following or such other items as may be directed in the RFP:

- a. Change Orders and related explanations & documents.
- b. NJDOT required documents.
- c. Punchlist Work, Punchlist completion and Project Completion Certification.
- d. Original Pre-construction DVD movie of entire existing conditions for the work area and the immediate area along the sides of the project work area.
- e. All project related notes and documents, including as-built plans
- f. Red Line As-Built drawings, and similar documents.

APPENDIX C

CONSULTANT PROPOSAL EVALUATION FORMS & GUIDES

Appendix C-1 – Design Proposal Evaluation Guide & Form

Introduction

These guidelines are provided to assist you in the evaluation of proposals received in response to a Request for Proposals (RFP). As a member of the Evaluation Committee, you represent the Township of West Orange and your reviews of the proposals must be conducted individually and professionally. Evaluation Committee members must follow the established evaluation format and be able to evaluate all proposals objectively and without bias. One of the most important elements in the evaluation process is the assurance that each Offeror is treated fairly and equally.

Evaluation Guidelines

The proposals will be evaluated in two stages. First, the submitted proposals are reviewed for responsiveness to determine if they are in compliance with the RFP submission requirements. The proposals will then be scored based upon the criteria presented on the RFP Evaluation Form which MUST be consistent the requirements of the RFP. Each proposal must be scored by multiplying the rating you determine it deserves by the weighted value of the RFP criterion on the Proposal Evaluation Form.

Pricing

The pricing is not included in this evaluation and will be negotiated once the highest scored proposal is determined.

Rating

TEN (10) BEING EXCELLENT AND ZERO (0) BEING UNSATISFACTORY. You should give considerable thought to the rating you award. The evaluation process is designed to value the judgment and assessment of each individual evaluator. As an evaluator, your scores must reflect your individual judgment based on the selection criteria. You must complete your evaluation and score each proposal prior to attending the Evaluation Committee meeting. Discussion among the evaluators is encouraged to ensure the best value for the Township is achieved. The scores will then be tabulated.

The highest scoring offeror(s) may be required to be interviewed by the Evaluation Committee. The interview/presentation is the second stage of the process. It is not mandatory; however, it is a good tool for the Evaluation Committee to use in its evaluation. It provides an opportunity to meet the key personnel. It is subjective and is not scored. You will be asked to rank the firms interviewed after all the interviews are completed. At the end of the interviews, the Evaluation Committee will have a discussion and do a final ranking of the proposals.

RFP Title: _____

Consultant: _____

Technical proposals will be evaluated on based on the evaluation criteria as stated below. The cost proposal will not be part of this evaluation. After the review committee evaluates all of the proposals and qualifications points are awarded, the cost proposal for the highest ranked technical proposal will be opened. A 10-point scale will be used to create the final evaluation recommendation. When assessing points, utilize a 1-10 scale which will then be multiplied by the weight assigned.

Appendix C-1 – Design Proposal Evaluation Guide & Form

Points	Guidance	Expected Occurrence
10	Excellent, insightful response- Meets all Evaluation Criteria for each 1 thru 8 below	Rare (<5%)
8-9	Very Good, thoughtful response – Meets 80-90% of Criteria	Occasional (20%)
6-7	Good, More than adequate response - Meets 60-70% of Criteria	Frequent (40% or >)
4-5	Adequate response, no special insights - Meets 40-50% of Criteria	Occasional (20%)
2-3	Inadequate response - Meets 20-30% of Criteria	Infrequent (< 10%)
0-1	Totally inadequate response, No response given - Meets 0-10% of Criteria	Rare (< 5%)

Evaluation

Criteria	Possible Points	Points Awarded	Weighted Multiplier	Total Points
1. Demonstration of understanding of the scope of work for the project	0-10		0.15	
2. Technical approach to the project, including the application and degree of innovation and creativity of the proposed concepts to meet the project's goals and objectives	0-10		0.20	
3. Demonstration of the team's ability to outline public outreach strategies and successfully perform the public outreach and stakeholder task	0-10		0.10	
4. Firm's professional qualifications, experience and technical competence with similar federally funded projects	0-10		0.10	
5. Qualifications and relevant experience of the project manager	0-10		0.15	
6. Project specific qualification, and demonstrated knowledge and experience of team leaders and key staff members on the proposed study	0-10		0.15	
7. Ability to successfully perform work, including availability of resources, project management expertise and experience in similar project, and quality assurance/control management ability of both the consultant firm and the project manager	0-10		0.10	
8. Quality, clarity, content and thoroughness of proposal in addressing required tasks and compliance with submission guideline, including profession presentation	0-10		0.05	
TOTAL SCORE			1.00	

Evaluator: _____

Title/Affiliation: _____

Date Evaluated: _____

APPENDIX C
CM/CI PROPOSAL RATING GUIDE & SHEET
REQUEST FOR PROPOSAL RATING SHEET

PROJECT NAME: _____

CONSULTANT TEAM: _____

REVIEWER: _____

CRITERIA	WEIGHT	MULTIPLIER POINTS	MAXIMUM TOTAL POINTS	REVIEWER POINTS	TOTAL
UNDERSTANDING OF THE PROJECT	25	1 - 3	75		
EXPERIENCE OF THE PROJECT MANAGER	20	1 – 4	80		
EXPERIENCE WITH SIMILAR PROJECTS	20	1 - 5	100		
LOCATION (PROXIMITY TO PROJECT SITE)	10	1 - 5	50		
EXPERIENCE OF RESIDENT ENGINEER/INSPECTOR	25	1 - 4	100		
TOTAL SCORE (MAX) REVIEWER'S SCORE	100		405		

RFP RATING GUIDE

PROJECT UNDERSTANDING

<u>CRITERIA</u>	<u>SCORE</u>
Demonstrates thorough and comprehensive understanding of the scope presented in the RFP . Identifies important issues, describes how they will be resolved, comment on key components of the project.	3
Demonstrates basic understanding of scope presented in the RFP .	2
The RFP is not specific, providing no evidence of project understanding. This rating also applies for a RFP that include assumptions, which are inappropriate for the project scope.	1

PROJECT MANAGER

<u>CRITERIA</u>	<u>SCORE</u> (1 if yes, 0 if no)
Served as a Project Manager on similar projects with Local Government and/or Counties	1
Served as a Project Manager on projects different than this RFP	1
Served as a Project Manager on similar projects for more than 5 years	1
Possesses relevant technical skills	1

EXPERIENCE WITH SIMILAR PROJECTS

<u>CRITERIA</u>	<u>SCORE</u>
Key personnel worked on 4 or more active or completed similar projects in the last 5 years for Local Governments and/or Counties	5
Key personnel worked on 2 or 3 active or completed similar projects in the last 5 years for Local Governments and/or Counties	4
Key personnel worked on 1 active or completed similar project in the last 5 years for Local Governments and/or Counties	3
Experience with work elements of this project.	2
No similar experience.	1

LOCATION

<u>CRITERIA</u>	<u>SCORE</u>
Consultant's office located within 10 Miles from Project Site	5
Consultant's office located more than 10 miles but less than 20 miles from Project Site	4
Consultant's office located more than 20 miles but less than 30 miles from Project Site	3
Consultant's office located more than 30 miles but less than 40 miles from Project Site	2
Consultant's office located more than 40 miles from Project Site	1

EXPERIENCE OF RESIDENT ENGINEER / INSPECTOR

<u>CRITERIA</u>	<u>SCORE</u> (1 if yes, 0 if no)
Served as an Inspector on similar projects with Local Government and/or Counties	1
Served as an Inspector on projects different than this RFP	1
Served as an Inspector on similar projects for more than 5 years	1
Possesses relevant technical skills	1

APPENDIX D

**CONSULTANT CONTRACT
PERFORMANCE RATING FORMS**

TOWNSHIP OF WEST ORANGE

WEST ORANGE

Design Consultant Performance Evaluation Form

APPENDIX D

Engineering Division

PROJECT INFORMATION:

Project Name: _____

CONSULTANT INFORMATION:

Consultant Name: _____ Type of Work: _____

Consultant Address: _____

Project Manager (P.M.): _____ P.M Office Location: _____

Subconsultant Name(s): _____ Type of Work: _____

CONTRACT INFORMATION:

Contract Ceiling Price:

Original _____ No. of C.A. _____ Final _____

Notice to Proceed Date: _____

Completion Date: Original _____ Extension _____ Actual _____

TOTAL PROJECT SCORE SUMMARY

PROJECT MANAGEMENT (A)	0	0.00%
STAFF & PERSONNEL (B)	0	0.00%
TECHNICAL EVALUATION (C)	0	0.00%
PRODUCT EVALUATION (D)	0	0.00%
Total	0	
OVERALL PROJECT SCORE		0%

COMMENTS:

Evaluator(s): _____ Title: _____

Division: _____ Date: _____

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

APPENDIX D

PROJECT MANAGEMENT (A)		SCORE
1	Timeliness with which work was accomplished and meeting established schedules:	
2	Cooperation in meeting Township requests and making revisions:	
3	Degree of difficulty in negotiating changes in Scope or Contract:	
4	Coordination exhibited by the consultant communicating with Township, sub-consultants, agencies, and others to accomplish tasks and resolve problems:	
5	Responsive to email or phone calls:	
6	Were claims for extra work or change in scope timely and well supported:	
7	Was original description of work in the contract adequate for the project:	
8	Were the man-hours used in the most effective ways:	
9	Quality of letters, invoices, and publications:	
COMMENTS:		
Total		0
Project Management (A) Score		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

STAFF & PERSONNEL(B)		SCORE
1	Knowledge of Township standards, policies, and procedures:	
2	Did Staff attempt to learn the Township standards, policies, and procedures:	
3	Initiative in identifying important design or construction issues and developing alternative solutions:	
4	Did staff make a recommendation when alternate solutions were to be developed:	
5	In proposing alternatives, was sound engineering used in original design:	
6	Were the most qualified staff used to develop plans:	
7	Was the designated staff contact person completely knowledgeable and able to discuss plans and design or construction issues:	
8	Extent Township staff was used to develop acceptable product:	
9	Extent of personnel changes during life of contract:	
10	How staff conduct itself in meetings and in the public:	
11	Responsive and thorough in making revisions:	
COMMENTS:		
Total		0
Staff & Personnel (B) Score		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

TECHNICAL EVALUATION (C)		SCORE
1	Quality and adequacy of Preliminary Plans:	
2	Quality and completeness of computations, calculations, and schedules:	
3	Quality and completeness of responses to Township review comments	
4	Quality and adequacy of Final Plans:	
5	Quality and adequacy of Special Provisions and other documents:	
6	Quality and completeness of sub-consultant's work:	
COMMENTS:		
Total		0
Technical Evaluation		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

PRODUCT EVALUATION (D)		SCORE
1	Drafting quality, plan organization and clarity:	
2	Extent of corrections and re-submittals:	
3	Quality of QA/QC performed to expectations:	
COMMENTS:		
Total		0
Product Evaluation		0.00%

TOWNSHIP OF WEST ORANGE

Design Consultant Performance Evaluation Form

Engineering Division

Rating Guide	SCORE
Excellent	5
Good	4
Satisfactory	3
Substandard	2
Unacceptable	1
Not Applicable	0
COMMENTS:	

Note:

Consultant Evaluations are performed per West Orange Policies and Procedures.

ONLY ENTER INFORMATION ON EACH SHEET THAT IS SHADED IN BLUE. "ANY CELLS THAT CONTAIN A RED TRIANGLE PROVIDES ADDITIONAL RATING GUIDELINES IN A POP UP FORMAT."

1. Fill out all portions of the General Information sheet that are shaded in blue. If a question is not applicable, enter "n/a".
2. Enter a rating (1, 3 or 5) for Question 5 of the PM Rating using the PM Rating Guidelines.
The Consultant Coordinator (RCC) will enter ratings for Questions 1 - 4 and 6 - 8
3. Enter a rating (1- 5) for each question on the Quality Rating sheet using the Quality Rating Guidelines.
If a question is not applicable, enter "X" in the n/a column.
Question numbers 1-9 should usually apply in all circumstances
Questions 1, 2, 5, 6, 7, 19 and 21 **REQUIRE the rater to submit a detailed justification if the rating is >3.** Simply citing the rating criteria is not acceptable justification. The rater must cite specific examples of performance.
Question 10 **REQUIRES the rater to submit a detailed justification if the rating is >4.** Simply citing the rating criteria is not acceptable justification. The rater must cite specific examples of performance.
Questions 12 & 13 are applicable if staff is responsible for office engineering functions
Questions 14 & 15 are applicable if staff performed as-builts
Question 16 is applicable if staff includes a Schedule Analyst or an RE
Question 17 is applicable if staff includes a supervisory personnel (*i.e. NICET IV or RE*)
Question 16 - 21 are applicable if staff includes an RE
4. You must provide comments and explain all ratings of 1's and 5's on the CES sheet.
If your comments require additional space, provide them on a separate sheet, and note "see attached".
5. On the CES sheet, enter the Rating Type (final or interim)

CM/CI CONSULTANT PERFORMANCE EVALUATION FORM

TOWNSHIP OF WEST ORANGE

Consultant: CM/CI CONSULTANT.
 Agreement: TBD
 Project: TBD
 Rating Period: _____ , _____

Quality Rater: _____

Quality Reviewer: _____

			weight	Enter 1-5	Enter "X" if N/A
A. GENERAL					
1	Ability to work independently and be self directed	3	3		
2	Communicates effectively with Contractor and Township personnel	3	3		
3	Prepared for assignments (has appropriate plans, specifications and Standard Details when performing inspections)	1	3		
4	Reports promptly, is reliable and diligently performs duties	2	3		
5	Familiar with Township Construction Procedures and executes assignments in compliance with the Township	2	3		
B. INSPECTION					
6	Demonstrates technical knowledge of construction inspection	4	3		
7	Familiar with assignment compliance requirements (standard specification/special provision/ working drawing requirements)	2	3		
8	Inspects, monitors and coordinates the enforcement of traffic control/safety compliance standards. In addition, inspects, monitors and coordinates the enforcement of lane restrictions/follows notification procedures for unanticipated lane closures/delays.	3	3		
9	Confirms contractor used only approved materials sources and verifies materials certifications are received.	2	3		
C. ADMINISTRATION					
10	Staff completes Inspection Reports in an accurate and detailed manner.	3	3		
11	Submits reports in a timely manner	2	3		
12	Maintains office records (data entries/office filing/As-built plans)	1	3		
13	Prepares and submits monthly payment Estimates	1	3		
14	Compl. As-built quantity calcs. in accordance with Township Procedures as directed by RE.	1		X	
15	Completes As-builts in a timely manner as directed by the RE.	1		X	
SUPERVISOR/RE					
16	Monitors the Contractor's progress schedule	1	3		
17	Exercises oversight/ organizes inspection team to ensure all activities are monitored	3	3		
18	Responds to RFI's/ Resolves field condition issues	3	3		
19	Prepares Change Orders in accordance with the Contract in a timely manner	2	3		
20	Responds to claims/ Ensures supporting documentation is recorded	2	3		
21	Completes project closeout in a timely manner	2		X	

Overall Quality Rating

3.00

APPENDIX E

FIELD ORDER FORM

APPENDIX E

Change Directive (Field Work Order) Form

Township of West Orange

To _____

Field Work Order No. _____

Project No. _____

Project Name _____

Basis of Field Work Order

- | | |
|--|---|
| ☐ Error / Omission | ☐ Differing Site Condition |
| ☐ Owner Request | ☐ Field Resolution |
| ☐ Value Engineering | ☐ _____ |

Project Location _____

Contract Price (indicate if zero cost)

Add: \$ _____ Deduct: \$ _____

Contract Time

- ☐ No Change ____ Days Added ____ Days Deducted

Cost Basis (check all that apply)

- | | |
|--|--------------------------------------|
| ☐ Time and Material Not to Exceed | ☐ Fixed Price |
| ☐ Allowance (described below) | ☐ Unit Price |

Your company is authorized and directed to proceed with the following (attach additional sheets if needed):

Justification:

Special Notice: This Field Work Order identifies satisfaction of all compensation and time adjustments related to this change to the Work.

Construction Manager (CM) Recommendation (if applicable)

Name: _____

Signature _____ Date _____

Architect / Engineer (A / E) Recommendation

Name _____

Signature _____ Date _____

Contractor Concurrence

Name _____

Signature _____ Date _____

Township of West Orange Department of Administration Division of Engineering

Project Manager Approval

Name _____

Signature _____ Date _____

APPENDIX F

**SAMPLE PROFESSIONAL SERVICES
CONTRACT**

Sample APPENDIX F

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”), made this ____ day of _____, 2022 by and between:

TOWNSHIP OF WEST ORANGE

A municipal corporation of the State of New Jersey with offices located at
66 Main Street,
West Orange, New Jersey 07052

(“Township of West Orange”)

and:

NAME

ADDRESS

ADDRESS

(“_____”)

(Collectively, “Parties”)

W I T N E S S E T H:

WHEREAS, the Mayor and Board of Aldermen of the Township of West Orange wish to retain the services of _____ to provide professional planning services, per _____’s proposal dated _____, 2022; and

WHEREAS, N.J.S.A. 40A:11-1 et. seq. requires that all contracts be in writing; and

WHEREAS, the Township of West Orange wishes to enter into a written contract with _____.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the Parties agree as follows:

1. _____ shall be paid a fee not to exceed \$_____ to provide professional planning services. The services provided should include, but not be limited to, the following:

“Services” shall include all related services to which _____ has been retained, in accordance with its proposal dated _____, 2022, attached hereto as Exhibit A.

2. _____ has been retained to provide the above-referenced professional services and it is understood and agreed that the services shall be performed by it and professionals within the firm. Under no circumstances does _____ have the authority or ability to name any other professional outside of its firm to perform services for the Township of West Orange in connection with this Agreement.

3. _____ shall furnish the Township of West Orange with a separate itemized voucher on a monthly basis for all services rendered in accordance with, and as outlined in, this Agreement. These vouchers will identify with specificity the personnel performing the service, the date of service performed, the hours spent and hourly rate if applicable, and the expenses incurred. Prior to any payment from the Township of West Orange, the Township of West Orange shall require the Township of West Orange Administrator to review and certify the voucher for accuracy. Thereafter, the voucher must ultimately be authorized by the Mayor and Board of Aldermen.

4. It is recognized and understood that in accordance with the Township of West Orange’s budget processes, the professional services for the Agreement shall not exceed the amount of \$_____ without a resolution authorizing an amendment to this Agreement to increase the compensation limitations established herein. In the event any services are provided which

exceed this amount, the Township of West Orange is under no obligation to provide compensation for such services.

5. During the term of this Agreement, the Parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in “Exhibit B,” which is attached hereto and made a part hereof.

6. This Agreement has been awarded to _____, whose office is located at _____, based upon its merits and abilities to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that _____, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any political party committee in the Township of West Orange if a member of that political party is serving in an elective public office of the Township of West Orange when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of West Orange when the contract is awarded.

7. _____ is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if _____

receives contracts in excess of \$50,000 from public entities in a calendar year. It is _____'s responsibility to determine if filing is necessary.

8. _____ shall furnish the Township of West Orange with a Certificate of Insurance evidencing an endorsement naming the Township of West Orange as an additional insured and showing coverage for errors and omissions in amounts of at least \$200,000.00.

9. The term of this Agreement shall be until the services to which _____ has been retained for are concluded or until modified by the parties in writing, whichever is sooner.

ATTEST:

TOWNSHIP OF WEST ORANGE

Township of West Orange Clerk

Mayor

ATTEST:

STATE OF NEW JERSEY:
: SS:
COUNTY OF ESSEX :

I CERTIFY that on _____ 2022, **NAME**, personally came before me and this person acknowledged under oath, to my satisfaction that: (a) this person is the Clerk of the **Township of West Orange**, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to
before me this day
of 2022.

(Notary sign, seal, stamp)

XXXX XXXXXX, West Orange Clerk

STATE OF NEW JERSEY:
: SS:
COUNTY OF ESSEX :

I CERTIFY that on _____ 2022, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached documents; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Sworn and Subscribed to
before me this day
of 2022.

(Notary sign, seal, stamp)

“Exhibit B”

Mandatory Equal Employment Opportunity Language

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

APPENDIX G

TITLE VI POLICY STATEMENT

Township of West Orange

April 7, 2022

Title VI Nondiscrimination Policy Statement

It is the policy of the Township of West Orange, New Jersey to abide by Title VI of the Civil Rights Act of 1964, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, Executive Order 12898 for Environmental Justice, Executive Order 13166 for Limited English Proficiency, 42 U.S.C. 4601, 23 U.S.C. Section 324, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, Executive Order 11246 for Equal Employment Opportunity, the Vietnam Era Veterans Readjustment Assistance Act of 1972, N.J.S.A. 52:32-31.1 et. seq., New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et. seq. and implementing regulations at N.J.A.C. 17:27 et. seq., and other related nondiscrimination laws, statutes, Executive Orders, or policies.

No person in the United States shall, on the grounds of race, creed, color, national origin, age, ancestry, nationality, marital/domestic partnership/civil union status, gender, disability, religion, affectional or sexual orientation, gender identity or expression, family status, atypical cellular or blood trait, genetic information, military services, veterans status, income level or ability to read, write or speak English, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity which is administered by a Township of West Orange program, activity or service regardless of funding source.

Any person who believes that because of his or her race, creed, color, national origin, age, ancestry, nationality, marital/domestic partnership/civil union status, gender, disability, religion, affectional or sexual orientation, gender identity or expression, family status, atypical cellular or blood trait, genetic information, military service, veterans status, income level or ability to read, write or speak English, he or she has been excluded from participation in any program or activity which is administered by the Township of West Orange, or who believes that he or she has been denied any benefits provided by such program or activity, or believe he or she has been unfairly treated in connection with such program or activity, should contact the following office within 180 days from the date of occurrence of any violation of this policy:

John Gross, Township Administrator
Township of West Orange
66 Main St., Room 111, West Orange, NJ 07052
973-325-4050 www.westorange.org



John Gross,
Township Administrator

04/07/2022
Dated

RESOLUTION

**RESOLUTION AWARDING A CONTRACT TO CARRIER CORPORATION, THROUGH
USE OF THE SOURCEWELL (formerly NJPA)
NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2**

WHEREAS, the Township of West Orange (“Township”) is seeking to install and modify the existing HVAC system and to purchase split units to accommodate more offices throughout the Town Hall building. The Rock Spring Golf Club scope of work includes replacement of the HVAC system in the Pro Shop; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Sourscewell cooperative operates under the enabling authority of Minnesota State statute 123A.21 and

WHEREAS, the Township’s membership #28197 was established in 2015; and

WHEREAS, the Purchasing Agent has published on April 26, 2022 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the Sourscewell Cooperative Contract # 030817-CAR with Carrier Corporation 5900 Northwoods Business Parkway, Charlotte, NC 28269, provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, the Department of Public Works has determined the Township’s use of the Sourscewell cooperative purchasing contract to procure HVAC units and modify existing HVAC units will result in a cost savings for the Township; and

WHEREAS, consistent with the Sourscewell cooperative purchasing contract and the needs of the Township, Carrier Corporation 5900 Northwoods Business Parkway, Charlotte, NC 28269 provided a proposal, see attached cost sheet hereto “Exhibit A”.

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following: contingent upon the expiration of the successful 10-day comment period;

1. The Township shall receive from the Carrier Corporation all supplemental documentation which complies with the laws of the State of New Jersey for vendors awarded a contract by a public entity.
2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued contingent on the comment period.
3. The Township’s Chief Financial Officer certifies sufficient funds are available for said procurement not to exceed \$340,000.00.

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

Susan McCartney, Council President

Adopted: April 26, 2022

I Certify funds available from:

	Capital Account No. 03-2610-20-0200-140
	\$305,000.00
	03-2661-21-0200-140
	\$40,000.00

John O. Gross, Chief Financial Officer

“ EXHIBIT A ”



Address 100 Delawanna Avenue
Carrier Commercial Services
Clifton 07014
Phone 862-349-6486
Fax
E-mail mohamed.abdelrahman@carrier.com

Contact Name Lou Reynolds
Account TOWNSHIP OF WEST ORANGE
Phone (973) 725-8774

Site Address 66 Main St.
West Orange
NJ
07052-4210
United States

Estimate Date 04/18/2022

Quote Number 00652415

Job Description Supply and installation DX systems at Municipal Building

Scope of Work

Mechanical Scope:

Supply and installation of the below DX systems:

Multi-zone variable stage 36000 Btuh Heat Pump (1) with (4) Cassette units
Multi-zone variable stage 18000 Btuh Heat Pump (1) with (2) Cassette units
Multi-zone variable stage 24000 Btuh Heat Pump (1) with (2) Cassette units
Single zone Ductless 30000 Btuh Heat Pump High Wall – Qty 1
Single Zone Ductless 12000 Btuh Heat Pump Cassette – Qty 3

Electric scope:

Install a new 200-amp. panel in the main electric room.
Install a 200-amp. circuit breaker in the main panel to feed the new panel.
Make modifications to the main panel to accommodate the new feeder.
Install seven 30-amp. three phase circuits using 10/3 MC cable from the new panel to the new A/C unit locations.
Install seven 60-amp disconnect switches on the wall by the three new condensers.
Connect the new condensers to the three new circuits.
Install a new GFI receptacle and light.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Drop ceiling works
Roof works
GC works
Heat load calculation
Engineering drawings

Total Quoted Price– This proposal was priced using Sourcewell Contract # 030817-CAR

Total Price for Scope of Work excluding applicable taxes: \$131,500.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Mohamed Abdelrahman

Carrier Commercial Service

Title

Customer Acceptance (signature) _____

Date

Purchase Order

The attached Terms & Conditions shall govern.



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial

operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) -
Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold,

- fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the

absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or

proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees

from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Terms and Conditions of Sale - Equipment and/or Service 021022

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The

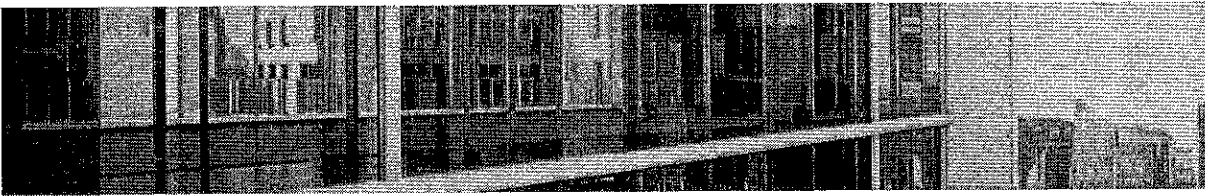
rice of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS– If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment



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Terms and Conditions of Sale – Equipment and/or Service 021022

Carrier Corporation



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Carrier Corporation
Commercial Systems & Sales

www.commercial.carrier.com

Quotation

Job Name: West Orange Municipal – 2nd Floor HVAC
System Upgrades

Date: 4/18/2022

Customer: TOWNSHIP OF WEST ORANGE
66 Main St. West Orange

Quote Number: 00668513

Attn: Lou Reynolds

Project Narrative: Carrier proposes to convert a constant volume single zone air conditioning system into a multi-zone solution. The conversion requires scopes of work from all the major trades, including sheet metal, electrical, controls, steam fitting and general contracting. Please find the scope below by trade:

DDC Controls Scope to operate new zoning scheme:

1. Furnish and Install Nema1 panel including 120V (1) panel controls 2 AHU.
2. Furnish and install UCXP to control (2) AHU
 - a. Fan S/S 3 speed
 - b. Fan CT
 - c. Furnish steam valves
 - d. Furnish SAT
 - e. Furnish RAT
 - f. Filter DP
 - g. Damper actuator
 - h. DX control
 - i. Outside air temp (1)
3. Furnish (5) 8"x14" VVT box with controllers
 - 24V power for VVT
 - Furnish space temp
 - Furnish SAT
 - Furnish RIB Relay to control EBB Heat
 - Network to panel
4. Furnish (1) Bypass damper with controller
 - j. 24V power
 - k. EAT
 - l. Duct static tube
 - m. Network to panel
5. Furnish 7" Touch screen with Graphics, set point, scheduling and alarming. Mounted on panel face.

Enhanced Zoning and Duct work modification scope:

1. Run new ductwork or adapting existing ductwork to accommodate zone dampers for the 6 ton air handler on the 2nd floor.
2. There will be (5) zones total – (4) offices and (1) conference room.
3. We will run new ductwork through the existing 2nd floor office and down the conference room.
4. Conference room will have (3) new 2x2 diffusers installed.
5. Supply and install (6) manual fire dampers with access doors.

GC Scope:

1. Provide 2 concrete penetrations/holes needed through the floor and hallway wall.

Steam Coils scope:

1. Furnish and install 2 steam coils for air handling units located at 2nd floor.
2. Furnish and install steam valves and traps.
3. Modify steam piping as required.

Electrical Scope:

1. Wire all controls, end devices and new valve.

Drawings Scope:

1. Provide mechanical and electrical "Record drawings" based on as-built conditions.

~~Total Quoted Price- This proposal was priced using Sourcewell Contract # 030817-CAR~~

Total Price for Scope of Work excluding applicable taxes: \$168,000.00

Items also included:

1. One (1) year warranty on all new controls
2. Training 4 Hours
3. Programming and onsite start up.
4. Setup scheduling
5. All exposed wiring is in EMT all wiring inside walls or above ceilings is in plenum code rated cable.

Items not included:

1. Overtime labor
2. Any Balancing
3. Patching or Painting of walls
4. Boiler trim wiring
5. Cooling tower trim wiring
6. Trenching
7. DSL or cable services
8. Permits or inspections
9. Electrical permit fees
10. Starters, disconnects
11. Patching and or painting of floors, walls or ceilings
12. Smoke detectors
13. Air and water balancing
14. Any work not specifically mentioned or listed above

Sincerely,

Mohamed Abdelrahman

Carrier Commercial Service

Title

Customer Acceptance (signature)

Purchase Order

This quote is valid for 30 days.

CARRIER CORPORATION TERMS AND CONDITIONS OF SALE - EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall:
- Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
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 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
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 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
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14. **LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.
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Phone 862-349-6486
Fax
E-mail mohamed.abdelrahman@carrier.com

Contact Name Lou Reynolds
Account Rock Spring Golf Course
Phone (973) 725-8774

Site Address 90 Rock Spring Road West Orange
NJ
07052-4210
United States

Estimate Date 08/13/2021

Quote Number 00617516

Job Description Golf Shop Split System Installation

Scope of Work

- Supply and installation of 24000 Btuh High Wall indoor Unit (208/230V) - Qty 1
- Supply and installation of 24000 Btuh Cassette Ductless indoor Unit - Qty 1
- Supply and installation of 24000 Btuh Heat Pump Condenser (208/230V) - Qty 2
- Connect electric wiring and drain as required
- Furnish and install Large Display Thermostat - VIVE™ - TP-N-701
- Removal of existing outdoor unit

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Straight time installation only. Crane will sit in the parking lot adjacent to the building. Please clear the parking lot for the day to allow for installation of the unit. *This proposal was priced using Carrier Sourcewell Contract 030817-CAR.*

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$29,000.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Mohamed Abdelrahman

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) -
Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or

failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as

FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the

Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

33. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at

<https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

RESOLUTION

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, Peace of Mind Construction Group, LLC (the “Applicant”) has submitted a request for Local Support from the Township for a proposed cannabis cultivation and manufacturing microbusiness with the proposed location at **76 Ashland 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 J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: April 26, 2022

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 25 SECTION 28
OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST
ORANGE, ENTITLED "STEEP SLOPE AND NATURAL FEATURES ORDINANCE"**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey that Chapter 25 Section 28 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

It is the purpose of this chapter to provide development controls for all lands located within the Township of West Orange that have within their boundaries topographical conditions hereinafter defined as "steep slopes." These controls are enacted to minimize the potentially adverse impacts associated with disturbance of steeply sloped areas. The most appropriate method of alleviating such conditions is through the regulation of soil disturbance, vegetation removal in steep slope areas, limitation of building and impervious coverage, reduce densities and increase lot areas. Such regulation promotes and protects the public health, safety and welfare of the Township in their existing physical state or condition as of the effective date of the enactment of this chapter.

**II. CHAPTER 25-28 SHALL BE AND HEREBY IS AMENDED AND REVISED TO
READ AS FOLLOWS:**

§ 25-28 STEEP SLOPE AND NATURAL FEATURES ORDINANCE.

§ 25-28.1 Background.

Disturbances of steep slopes results in accelerated erosion processes from storm water runoff and the subsequent sedimentation of water bodies with the associated degradation of water quality and loss of aquatic life support. Related effects include soil loss, changes in natural topography and drainage patterns, increased flooding potential, further fragmentation of forest and habitat areas, and compromised aesthetic values. It has become widely recognized that disturbance of steep slopes should be restricted or prevented based on the impact disturbance of steep slopes can have on water quality and quantity, and the environmental integrity of landscapes.

§ 25-28.2 Statement of Purpose.

It is the purpose of this chapter to provide development controls for all lands located within the Township of West Orange that have within their boundaries topographical conditions hereinafter defined as "steep slopes." These controls are enacted to minimize the potentially adverse impacts associated with disturbance of steeply sloped areas. The most appropriate method of alleviating such conditions is through the regulation of soil disturbance and vegetation removal in steep slope areas; limitation of building and impervious coverage; and reductions of densities and increase in lot areas in areas of steep slope. Such regulation promotes and protects the public health, safety and welfare of the Township in their existing physical state or condition as of the effective date of the enactment of this chapter.

It is also the purpose of this chapter to provide for environmentally sound development of a lot with adequate area located outside of natural features for the use and enjoyment of its occupants.

§ 25-28.3 Definitions.

BEDROCK – Shall mean continuous solid rock that underlies regolith.

CLIFF FACE – Shall mean a sheer, nearly vertical slope of exposed bedrock.

DISTURBANCE – Shall mean the placement of impervious surface, the exposure or movement of soil or bedrock, or clearing, cutting, or removing of vegetation.

EFFECTIVE LOT AREA – Shall mean an adjustment for the natural features including steep slopes, State open waters, wetlands, wetland transition areas, floodways, and riparian zones. The effective lot area shall be either equal or greater than the minimum lot area as defined in Subsection 25-7.1 Table of Districts of Regulations.

EXCESSIVE STEEP SLOPE – Shall mean any steep slope 25% or greater.

FLOOD HAZARD AREA – Shall mean the flood hazard area associated with State open waters (streams, rivers, lakes, ponds, etc.) and regulated streams as determined in accordance with the methodologies in the NJ Flood Hazard Area Control Act rules N.J.A.C. 7:13 et seq. The flood hazard area shall be determined by NJDEP in a Flood Hazard Area Verification pursuant to these rules.

FLOODWAY – Shall mean the floodway area associated with certain State open waters (streams, rivers) and regulated streams as determined in accordance with the methodologies included in the NJ Flood Hazard Area Control Act rules N.J.A.C. 7:13 et seq. The floodway shall be as determined and verified by NJDEP pursuant to these rules.

IMPERVIOUS SURFACE – Shall mean any structure, surface, or improvement that reduces or prevents absorption of storm water into land, and includes porous paving, paver blocks, gravel, crushed stone, decks, patios, elevated structures and other similar structures, surfaces, or improvements.

RIDGE LINE – Shall mean the top of the First and Second Watchung Mountains as determined by an analysis of topographic maps.

ROCK CUT – Shall mean nearly vertical wall of rock created by or adjacent to roadway construction.

ROCK WASTE – Shall mean the material comprising the talus slope of sliderock.

STATE OPEN WATER – Shall mean streams, rivers, lakes and ponds as defined in the NJ Freshwater Wetlands Protection Act rules N.J.A.C. 7:7A. The location and extent of State open water shall be as determined by the NJ Department of Environmental Protection in a Letter of Interpretation.

STEEP SLOPE – Shall mean any slope equal to or greater than 10 percent as measured over any minimum run of 10 feet. Steep slopes are determined based on contour intervals of two feet or less.

TALUS SLOPE – Shall mean the apron, cone, or embankment of the rock waste sloping outward from the base of the cliff face that is the course of the rock waste.

TOP OF CLIFF – Shall mean the portion of a hill located above the cliff face.

WETLANDS TRANSITION AREA – Shall mean wetland transition area as defined in the NJ Freshwater Wetlands Protection Act rules N.J.A.C. 7:7A. The location and extent of wetland transition areas on a lot shall be as determined by the NJ Department of Environmental Protection in a Letter of Interpretation.

WETLANDS – Shall mean wetlands as defined in the NJ Freshwater Wetlands Protection Act rules N.J.A.C. 7:7A. The location and extent of wetland transition areas on a lot shall be as determined by the NJ Department of Environmental Protection in a Letter of Interpretation.

§ 25-28.4 Applicability.

- a. This section shall apply to all applications for development in the Township of West Orange.
- b. The Planning Board or Zoning Board shall review all plans submitted under this section as part of any application for site plan or subdivision approval.
- c. The Township Engineer and the Township Planner, in all cases, shall review all applications for compliance with this section.

§ 25-28.5 Exceptions to Section 25-28.

The terms of this section shall not apply to the following:

- a. Existing single family homes built before the date of this ordinance's approval, additions to such homes **provided that the additions do not extend any closer to the steep slope area**, or rebuilding of such homes **within the existing footprint** after a disaster.
- b. Improvements for which preliminary subdivision or site plan approval or construction permits have been issued prior to the effective date of this section.
- c. Areas which previously contained structures or other improvements, or were previously graded.
- d. Other than where the exceptions set forth herein apply, all applications for subdivision or site plan approval shall be reviewed under these requirements by the applicable land use board and its professionals to determine the presence of steep slopes and other natural features, if any, on the subject property and compliance with the provisions of this chapter. All construction permit applications that include grading or clearing of any lot,

other than those within the scope of the exceptions set forth herein, shall be reviewed under these requirements by the Township Engineer and the Township Planner.

§ 25-28.6 Initial Procedure.

- a. Applicants for site plan approval or subdivision approval shall submit to the Department of Planning and Development all information and documents required by this section.
- b. The Township Planner shall process all exhibits submitted under this section in the same manner as applications for subdivision approval and/or site plan approval.

§ 25-28.7 Information Required.

- a. For all sketch plats, sketch site plans, subdivisions and site plans, the following exhibits shall be submitted:
 1. A colored topographic map, prepared, signed and sealed by a New Jersey licensed engineer and surveyor showing existing contours at two foot intervals. **extending a minimum of 200 feet beyond the property lines.**
 2. Areas clearly noted in different colors on the topographic map showing the following slopes as measured between two-foot contour lines designated as areas one through five: Area 1. 0% to 10%; Area 2. 10% to 14.99%; Area 3. 15% to 19.99%; Area 4. 20% to 24.99%, and Area 5. 25% percent or more.
 3. Calculations, in square footage and acres, of amount of area in the various slope categories listed above.
 4. On the colored topographical map, superimpose all existing trees as defined under the tree ordinance and mark tree to be removed.
 5. On the colored topographical map, superimpose the location of the State open waters, wetlands, wetland transition areas, flood hazard areas, floodways, and riparian zones.
 6. A separate map shall be prepared showing proposed improvements overlain on the preceding color topographic map.
- b. Where development is proposed on slopes greater than 10% as part of preliminary subdivision approval, or preliminary site plan approval, the following additional exhibits, prepared, signed and sealed by a New Jersey licensed engineer shall be submitted.
 1. Identification of soil types on the property, with specific reference to highly erodible soils as identified by the United States Department of Agriculture Soil Conservation Service or other recognized authority;

2. Erodibility potential of exposed soils;
3. Length, steepness and surface roughness of exposed slopes;
4. Resistance of soil to compaction and stability of soil aggregates;
5. High water table, water infiltration capacity and capacity of soil profile;
6. Type and location of construction activity, including the amount of site grading;
7. Location of construction access roads;
8. Storm water management plan;
9. Soil erosion and sediment control plan, including but not limited to a plan explaining how the applicant will minimize adverse impacts upon existing natural features;
10. Plans and specifications for any retaining walls, steps, or other soil protective structures proposed;
11. A stabilization and revegetation plan prepared, signed and sealed by a New Jersey professional engineer, including a complete description of the existing vegetation, the vegetation to be planted and slope stabilization measures to be installed;
12. The developer of a parcel with steep slopes shall submit a geotechnical analysis of the slope stability and the need for remedial work such as shaping of the rock face, pinning and/or grouting of the exposed rock for stabilization and the installation of safety netting in areas of concern. The geotechnical analysis shall be performed by a qualified Professional Geotechnical Engineer licensed in the State of New Jersey, with a minimum of five (5) years of professional experience in the geotechnical field. The analyses of local and global, rock slide, and rock face slope stability shall be conducted by a qualified Professional Geotechnical Engineer adhering to the principles of Geotechnical Engineering for soil and rock mechanics, and utilizing conventional methods of analyses. The determination of slope stability shall include, but is not limited to, geologic research, subsurface explorations, laboratory testing to assess soil/rock properties, visual evaluations, stereoscopic analyses of the rock face, and adequate factors of safety against failure.
13. In areas where the potential for rockslides exist, a rock fall zone, or catchment area width, shall be provided at the toe of slope. The required width of the rock fall zone would be determined by the Geotechnical Engineer utilizing established criteria such as those developed by Arthur M. Ritchie and included in the Rockfall Catchment Area Design Guide. (<https://www.dot.ny.gov/mainbusiness-center/designbuildproject13/repository/Oregon%20DOT%20Rockfall%20Area%20Design%20Guide%20-%2020141211.pdf>).
14. If the parcel being developed is adjacent to a parcel with steep slopes, then the developer shall obtain the approval of the owner of the adjacent parcel to perform the

required geotechnical analysis to determine the slope stability and the potential for rockslides. If the developer is unable to obtain the approval of the owner, then the Geotechnical Engineer shall evaluate the worst case scenario and shall provide an appropriate rock fall zone as discussed above.

15. The developer of a parcel with steep slopes shall prepare a maintenance plan to ensure that the slope is maintained in a safe and stable condition over the years. The maintenance plan shall include site inspections every two (2) years which would include visual observations with pertinent photos of the slope, rock face, and vegetation status at the site. The steep slope maintenance plan must be prepared by a New Jersey Licensed Geotechnical Engineer and must be recorded against the deed of record for each property on which the steep slope is located. The steep slope maintenance plan shall address, but not be limited to, the following: monitoring movement & property condition changes, inspection & maintenance of slope drains, installation of drought-tolerant ground cover, over-irrigation of slope landscaping, direct drainage to slopes, disposal of soil or debris on slopes, ponding of water against retaining walls, monitoring movements and property condition changes. If any deficiencies are noted during the inspection, the necessary corrective action must be taken. Copies of the inspection reports must be filed with the Township of West Orange immediately following completion of the inspection.
16. For areas at the top of a steep slope or adjacent to a parcel with steep slopes, a minimum setback of 50 ft is required from the top of slope to any proposed improvements such as buildings, roads, parking lots, septic fields, swimming pools, hot tubs, ponds, or other uses at or near the top of steep slopes, except as otherwise recommended by a qualified professional. Where development is near steep slopes greater than 30%, increase setback to a minimum of 100 feet, except as otherwise recommended by a qualified professional. The minimum setback shall be established considering site-specific topographic conditions and the recommendations of the qualified Professional Geotechnical Engineer performing the slope stability analysis
17. Other engineering data deemed reasonably necessary by the Township Engineer and Planner to determine compliance with this chapter.

§ 25-28.8 Limitations on Development in Steep Slope Areas.

- a. No soil or vegetation shall be disturbed or structures constructed within 100 feet of the ridge line, cliff face, and rock cuts along the roadways or quarries as defined herein, including but not limited to those identified in Exhibit A attached hereto, dated December 4, 1989, unless otherwise recommended by a qualified Professional Geotechnical Engineer performing the geotechnical analysis stipulated in paragraph 12 above. (Exhibit A may be found on file in the Township offices.)

- b. Disturbance of steep slopes and excessive steep slopes shall not exceed the limits established in Table One.

Table 1

All Districts

Slope	Maximum Disturbed Area
1) 0 to 10%	100%
2) 10 to 14.99%	60%
3) 15 to 19.99%	40%
4) 20 to 24.99%	20%
5) 25% or greater	0%

- c. Disturbances of slopes of 25% or more is prohibited.
- d. Effective lot area for all districts (restrictions for effective lot area)

Table 2 – Effective Lot Area

(All Districts)

The area of a lot shall be reduced dependent upon the slopes present on the lot as well as the presence of other natural features including wetlands, wetland transition areas, State Open waters, floodway and riparian zones. Permitted density on the lot is based on the effective lot area. The building and impervious coverage are also computed on the effective lot area.

Slope	Useable Lot Area	Adjustment Factor
1) 0 to 10%	100%	1.0
2) 10 to 14.99%	60%	0.6
3) 15 to 19.99%	40%	0.4

4)	20 to 24.99%	20%	0.2
5)	25%-and over	0%	0.0

- e. All wetlands, wetlands transition areas, State Open waters, floodways, riparian zones, lands within 100 feet of a cliff face and lands within 100 feet of a ridge line are treated as 100% lot reduction and are excluded from effective lot area. Wetlands, wetland transition areas, State Open waters, floodways, riparian zones, lands within 100 feet of a cliff face and lands within 100 feet of a ridge line in areas of steep slopes and excessive steep slopes shall be counted once as a 0.0 area of disturbance and not result in a further reduction of useable lot area.

Example: A six-acre parcel where one acre is 0% to 10% slope has no adjustment. One acre at 10% to 14.99% is 0.6, One acre at 15% to 19.99% will be 0.4, One acre at 20% to 24.99% is 0.2 and one acre at 25% and over is 0.0. Next step is to add 1, 0.6, 0.4, 0.2, and 0 which equals 2.2. That means in the six-acre parcel the effective lot area is 2.2 acres.

- f. The land use board's review and the Municipal Engineer's review of applications for construction, soil disturbance, or vegetation removal subject to these requirements shall include a review of the submissions required by this section of this chapter. The review will include an evaluation of the following factors:
1. The proposed activity will be conducted in compliance with Hudson-Essex-Passaic Soil Conservation District requirements and Chapter 30 Soil Removal.
 2. Provisions shall be made for the proper disposition of surface water runoff so that it will not increase unstable conditions. Appropriate storm drainage facilities will be constructed.
 3. Provision shall be made for any structure of protective measures that may be required for the protection of public safety or to prevent erosion, including but not limited to, retaining walls, guide rails, headwalls and fences.
 4. Any proposed building or structure or other protective measures shall not impede the flow of surface water through any watercourse.
 5. Any proposed vehicular facilities including roads, drives or parking areas shall be designed to comply with this section and the Hudson-Essex-Passaic Soil Conservation District requirements.
 6. Grades along streets and driveways shall be governed by the Residential Site Improvement Standards. The connection of any driveway to street shall be by a vertical curve of sufficient radius to provide a smooth transition. The horizontal angle of the intersection of a driveway with a street shall not be less than 60° degrees.

7. Any fill placed on the lot shall be properly stabilized and, when found necessary, depending upon existing slopes and soil types, supported by retaining walls and other appropriate structures as approved by the Township Engineer.
8. Sidewalk, driveways, new streets and walkway slopes shall not exceed 6% unless a ramp and steps are provided, except where superseded by the Residential Site Improvement Standards.
9. There shall be no alteration of site elevations in excess of one foot within five feet of an adjoining property.
10. Changes in the grade shall not exceed slope of three to one unless supported by retaining walls.
11. Retaining walls will comply with the applicable wall height requirements for the zone in which the property is located. All retaining walls greater than four feet in height shall require a variance and certification by a professional engineer that the wall was constructed in accordance with approved plans.
12. Fill material shall not consist of or include organic material, nor rocks greater than eight inches in diameter. Fill material shall be compacted to 90% of the maximum density.
13. Reasonable efforts shall be made to conserve topsoil which is removed during construction for later use on areas requiring vegetation of landscaping; e.g. cut and fill slopes.
14. No structure on the slope shall be located within 60 feet of the bottom of the cliff.
15. Design guidelines: Structures shall be built on the lesser slopes. No structure shall be built on the talus slope of the cliff face.
16. Tree removal on the site shall be subject to the Township's Tree Protection Ordinance § 25-27.
17. Vegetation and Revegetation.
 - (a) The developer shall submit a stabilization and revegetation plan in accordance with Chapter 30.
 - (b) Every effort shall be made to conserve topsoil which is removed during construction for later use on areas requiring vegetation or landscaping, e.g., cut and fill slopes.
 - (c) Every effort shall be made to preserve the maximum number of trees and other existing vegetation on the site and to avoid disturbance of the critical upland forest area, and to preserve unique and predominant

views.

§ 25-28.9 Adequate Contiguous Area.

When a lot contains rock formations, wetlands, wetland transition areas, State open waters, floodway, riparian zones, slopes exceeding 10%, land within 100 feet of a cliff face, land within 100 feet of a ridge line, depth to bedrock of less than four feet, or similar constraining conditions, the appropriate Board (Planning or Zoning), after adequate investigation, shall determine whether adequate contiguous area free of restraining conditions exist. In such an instance, it must be demonstrated that there is an adequate contiguous area on the lot which is free of constraining factors and which is sufficient to accommodate the proposed development, including but not limited to, all access drives, parking areas, front, rear and side yards and the like, constructed in accordance with all the provisions of this section. The unconstrained area shall have a width as defined in § 25-4 lot width, but for a depth sufficient to build a structure, within the minimum bulk requirements.

§ 25-28.10 Variances.

Any applicant subject to the requirements of this chapter seeking to construct, disturb or clear in excess of the requirements of this ordinance shall require a variance under N.J.S.A 40:55D-70(c).

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township that are in conflict with this Ordinance are hereby repealed to the extent of such conflict. Except that this Ordinance does not supersede Chapter 31.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect after its final passage and publication in accordance with the law.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: March 1, 2022

ADOPTED:

Legislative History

The Township of West Orange is located in an area of steep slopes. In addition, over recent years the Township has been experiencing severe weather conditions as a result of global warming and climate change. The purpose of the ordinance changes is to ensure that the health, safety and welfare of the residents of the Township is protected in light of the climate changes that are occurring.

**AN ORDINANCE AMENDING CHAPTER 7-12
CONCERNING STREET CLEANING AND MAINTENANCE**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that the Township's Ordinance §7-12 concerning Street Cleaning and Maintenance in the Township of West Orange be and is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to amend the Street Cleaning and Maintenance Ordinance to ensure compliance so that the Township's neighborhoods and streets are free of litter, debris, and other waste which constitutes a potential blight on the Township.

II. §7-12 BE AND IS HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Hours and Days" which specifies specific days and hours shall be repealed and replaced by the following language:

Hours and Days shall be fixed from time to time by Resolution duly adopted by the Township Council.

The current section of §7-12 shall be designated §7-12.1.

A new §7-12.2 shall be added as follows:

1. Besides existing fines and sanctions, any violation of this Section shall be subject to an additional \$50 "Clean West Orange Assessment" which money shall be used to ensure the cleanliness of the Township including maintaining the Township's quality of life.

A new §7-12.3 shall be added as follows:

1. Besides all other fines, sanctions and assessments, the Police or any other parking enforcement authority which may exist shall be authorized to tow any vehicle found in violation of this Section in accordance with §7.3.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

LEGISLATIVE HISTORY

The purpose of this Ordinance is to amend the existing Street Cleaning and Maintenance Ordinance to ensure compliance. Specifically, the quality of life and overall appearance of the Township are impacted when the Department of Public Works is not able to effectively sweep and clean streets. Streets are marked with appropriate signage and enforcement efforts via issuance of summonses have occurred. Unfortunately, non-compliance continues and this negatively impacts neighborhoods and the entire Township.

AN ORDINANCE SUPERSEDING AND AMENDING CHAPTER 22, TAXATION, SUBSECTION 1, FIVE-YEAR TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO RESIDENTIAL AND COMMERCIAL STRUCTURES, 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. Chapter 22, Taxation, Subsection 1, Five-Year Tax Exemption For Certain Improvements To Residential And Commercial Structures, of the Revised General Ordinances of the Township of West Orange is hereby deleted and replaced in its entirety with the following:

§22-1 FIVE-YEAR TAX EXEMPTION FOR IMPROVEMENTS TO RESIDENTIAL AND CERTAIN COMMERCIAL STRUCTURES AND PROVIDING FOR AGREEMENTS FOR PAYMENTS IN LIEU OF TAXES FOR CERTAIN COMMERCIAL AND MULTIFAMILY CONSTRUCTION

§22-1.1 Policy.

The Township of West Orange recognizes that there are residential and commercial areas within its boundaries that are threatened with economic decline. There are, however, various New Jersey statutes which enable municipalities to encourage property owners to improve their properties by offering them temporary relief from a portion of their real estate taxes and to offer incentives to encourage construction of certain commercial and multifamily uses through tax exemptions and payments in lieu of taxes. One such statute is N.J.S.A. 40A:21-1 *et seq.*, the Five-Year Exemption And Abatement Law. This legislation encourages municipalities to offer certain tax incentives to property owners as a means of addressing local problems associated with areas in economic decline. The within section is adopted pursuant to the authority granted by N.J.S.A. 40A:21-1 *et seq.*

§22-1.2 Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise:

ABATEMENT — Shall mean that portion of the assessed value of a property as it existed prior to construction, improvement or conversion of a building or structure thereon, which is exempted from taxation pursuant to this chapter.

AREA IN NEED OF REHABILITATION — Shall mean all of the Township which has been determined to be an area in need of rehabilitation or redevelopment pursuant to the “Local Redevelopment and Housing Law”, P.L. 1992, c. 79 (C. 40A:12A-1 *et seq.*). Pursuant to Resolution #323-21, adopted December 14, 2021, the entire Township has been designated as an area in need of rehabilitation, pursuant to N.J.S.A. 40A:12A-14.

ASSESSOR — Shall mean the officer of the Township of West Orange charged with the duty of assessing real property for the purpose of general taxation.

COMMERCIAL OR INDUSTRIAL STRUCTURE — Shall mean a structure or part thereof used for the manufacturing, processing or assembling of material or manufactured products, or for research, office, industrial, commercial, retail, recreational, hotel or motel facilities, or warehousing purposes, or for any combination thereof, which the governing body determines will tend to maintain or provide gainful employment within the Township, assist in the economic development of the Township, maintain or increase the tax base of the Township and maintain or diversify and expand commerce within the Township.

COMPLETION — Shall mean substantially ready for the intended use for which a building or structure is constructed, improved or converted.

CONDOMINIUM — Shall mean a property created or recorded as a condominium pursuant to the 'Condominium Act,' P.L.1969, c. 257 (C. 46:8B-1 et seq.).

CONSTRUCTION — Shall mean the provision of a new dwelling, multiple dwelling or commercial or industrial structure, or the enlargement of the volume of an existing multiple dwelling or commercial or industrial structure by more than thirty (30%) percent, but shall not mean the conversion of an existing building or structure to another use.

CONVERSION OR CONVERSION ALTERATION — Shall mean the alteration or renovation of a nonresidential building or structure, or hotel, motel, motor hotel or guesthouse, in such manner as to convert the building or structure from its previous use to use as a dwelling or multiple dwelling.

COOPERATIVE — Shall mean a housing corporation or association, wherein the holder of a share or membership interest thereof is entitled to possess and occupy for dwelling purposes a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing owned by the corporation or association.

COST — Shall mean, when used with respect to abatements for dwellings or multiple dwellings, only the cost or fair market value of direct labor and materials used in improving a multiple dwelling, or of converting another building or structure to a multiple dwelling, or of constructing a dwelling, or of converting another building or structure to a dwelling, including any architectural, engineering, and contractor's fees associated therewith, as the owner of the property shall cause to be certified to the governing body by an independent and qualified architect, following the completion of the project.

DWELLING OR DWELLING UNIT — Shall mean a building or a part of a building used, to be used or held for use as a home or residence, including accessory buildings located on the same premises, together with the land upon which such building or buildings are erected and which may be necessary for the fair enjoyment thereof, but shall not mean any building or part of a building, defined as a "multiple dwelling" pursuant to the "Hotel and Multiple Dwelling Law," P.L. 1967, c. 76 (C. 55:13A-1 et seq.). A dwelling shall include, as they are separately conveyed

to individual owners, individual residences within a cooperative, if purchased separately by the occupants thereof, and individual residences within a horizontal property regime or a condominium, but shall not include “general common elements” or “common elements” of such horizontal property regime or condominium as defined pursuant to the “Horizontal Property Act,” P.L.1963, c. 168 (C. 46:8A-1 *et seq.*), or the “Condominium Act,” P.L.1969 c. 257 (C. 46:8B-1 *et seq.*), or of a cooperative, if the residential units are owned separately.

EXEMPTION — Shall mean that portion of the assessor’s full and true value of any improvement, conversion alteration, or construction not regarded as increasing the taxable value of a property pursuant to this chapter.

HORIZONTAL PROPERTY REGIME — Shall mean a property submitted to a horizontal property regime pursuant to the “Horizontal Property Act,” P.L.1963, c. 168 (C. 46:8A-1 *et seq.*).

IMPROVEMENT — Shall mean a modernization, rehabilitation, renovation, alteration or repair which produces a physical change in an existing building or structure that improves the safety, sanitation, decency or attractiveness of the building or structure as a place for human habitation or work, and which does not change its permitted use. In the case of a multiple dwelling, it includes only improvements which affect common areas or elements, or three or more dwelling units within the multiple dwelling. In the case of a multiple dwelling or commercial or industrial structure, it shall not include ordinary painting, repairs and replacement of maintenance items, or an enlargement of the volume of an existing structure by more than thirty (30%) percent. In no case shall it include the repair of fire or other damage to a property for which payment of a claim was received by any person from an insurance company at any time during the three (3) year period immediately preceding the filing of an application pursuant to this ordinance.

MULTIPLE DWELLING — Shall mean a building or structure meeting the definition of “multiple dwelling” set forth in the “Hotel and Multiple Dwelling Law,” P.L.1967, c. 76 (C. 55:13A-1 *et seq.*), and means for the purpose of rehabilitation, improvement or construction the “general common elements” and “common elements” of a condominium, a cooperative, or a horizontal property regime.

§22-1.3 Tax Exemption and Abatement Program For Improvements to Residential Properties, Conversion to Residential Uses and Improvements to Certain Commercial Properties.

- a. There is hereby adopted and provided in the Township of West Orange a five-year tax exemption program pursuant to N.J.S.A. 40A:21-1, *et seq.*, as amended. This program shall apply to all dwellings in the Township and provide for the exemption from real property taxation of the aggregate first twenty-five thousand (\$25,000.00) dollars in Assessor’s full and true value of improvements for each dwelling unit primarily and directly affected by an improvement in any dwelling as defined in this chapter more than twenty (20) years old, as not increasing the value of such property for a period of five (5) years, notwithstanding that value of the dwelling to which such improvements are made is increased thereby. Provided, however, that during the exemption period, the assessment on said dwelling shall not be less than the assessment thereon existing

immediately prior to such improvements, unless an abatement is granted pursuant to subsection b. of this section or there is damage to a dwelling through action of the elements sufficient to warrant a reduction.

- b. Properties for which an exemption for improvements to dwellings is granted pursuant to Section “a” above shall also receive an abatement of seven thousand five hundred dollars (\$7,500) of the assessed value of property receiving the exemption as it existed immediately prior to the improvement for a period of five (5) years.
- c. The program shall also include exemptions for a portion of the assessed valuation of construction of new dwellings or of conversions of other buildings and structures, including underutilized public buildings to dwelling use, or both. In determining the value of real property covered by such an exemption, the Township shall regard thirty (30%) percent of the Assessor's full and true value of the dwelling constructed, or conversion alterations made, as not increasing the value of the property for five (5) years, notwithstanding that the value of the property upon which the construction or conversion occurs is increased thereby.
- d. This program shall also include an exemption for improvements to commercial or industrial structures, which shall be requested on an individual basis for review, evaluation and approval or disapproval by the governing body. In the case of approved exemptions for improvements to commercial or industrial structures, the Assessor shall regard the full and true value of the improvements as not increasing the value of the property for a period of five (5) years, notwithstanding that the value of the property to which the improvements are made is increased thereby. However, during this exemption period the assessment on the property shall not be less than the assessment thereon existing immediately prior to the improvements unless there is damage to the structure through action of the elements sufficient to warrant an exemption.
- e. The program shall also provide for an exemption for improvements to multiple dwellings, or of conversions of other buildings and structures, including underutilized public buildings, to multiple dwelling use, or both, which shall be requested on an individual basis for review, evaluation and approval or disapproval by the governing body. In the case of approved exemptions, in determining the value of real property the Township shall regard up to the Assessor’s full and true value of the improvements or conversion alterations as not increasing the value of the property for a period of five (5) years, notwithstanding that the value of the property to which the improvements or conversion alterations are made is increased thereby. During the exemption period, the assessment on the property shall not be less than the assessment thereon existing immediately prior to the improvements or conversion alterations, unless there is damage to the multiple dwelling through action of the elements sufficient to warrant a reduction.

§22-1.4. Application Procedure.

Applicants for tax exemptions for improvements to commercial or industrial structures or to multiple dwellings, or conversion of other buildings to multiple dwelling use, shall provide the municipal governing body with a completed application setting forth the following:

- a. A general description of the project for which exemption is sought;
- b. A legal description of all real estate necessary for the project;
- c. Plans, drawings and other documents as may be required by the governing body to demonstrate the structure and design of the project;
- d. A statement of the reasons for seeking tax exemption on the project, and a description of the benefits to be realized by the applicant if a tax exemption is granted;
- e. Estimates of the cost of completing such project, which shall include, at a minimum, all items required to accompany an application for a construction permit under the Uniform Construction Code, pursuant to Paragraph 4 of N.J.A.C. 5:23-2;
- f. A statement showing (1) the real property taxes currently being assessed at the project site; (2) estimated tax payments that would be made annually by the applicant on the project during the period of the exemption, and (3) estimated tax payments that would be made by the applicant on the project during the first full year following the termination of the tax exemption;
- g. A description of any lease agreements between the applicant and proposed users of the project, and a history and description of the users' businesses; and
- h. Such other pertinent information as the governing body may require, or as may be required by the assessor.
- i. Such exemptions shall be reviewed, evaluated and approved on an individual basis by the governing body.

§22-1.5. Applications for Tax Exemption and Abatement for New Construction of Commercial and Multifamily Uses.

There is hereby adopted a tax exemption and abatement program pursuant to N.J.S.A. 40A:21-1, *et seq.*, as amended, for construction of commercial or industrial structures and/or multiple dwellings. Such exemptions and abatements shall only be granted after the filing of an application containing all of the information below and the approval of such application by the governing body. All applications pursuant to this subsection 1.5 shall be subject to an agreement to be approved and executed by the governing body. All tax agreements shall be applied for and granted on an individual or project basis, after review, evaluation and approval of each application by the governing body.

Applicants for tax exemption and abatement for new construction of commercial or industrial structures or multiple dwellings shall provide the municipal governing body with a completed application setting forth:

- a. A general description of a project for which exemption and abatement is sought;
- b. A legal description of all real estate necessary for the project;
- c. Plans, drawings and other documents as may be required by the governing body to demonstrate the structure and design of the project;
- d. A description of the number, classes and type of employees to be employed at the project site within two (2) years of completion of the project;
- e. A statement of the reasons for seeking tax exemption and abatement on the project, and a description of the benefits to be realized by the applicant if a tax agreement is granted;
- f. Estimates of the cost of completing such project;
- g. A statement showing (1) the real property taxes currently being assessed at the project site; (2) estimated tax payments that would be made annually by the applicant on the project during the period of the agreement, and (3) estimated tax payments that would be made by the applicant on the project during the first full year following the termination of the tax agreement;
- h. If the project is a commercial or industrial structure, a description of any lease agreements between the applicant and proposed users of the project, and a history and description of the users' businesses;
- i. If the project is a multiple dwelling, a description of the number and types of dwelling units to be provided, a description of the common elements or general common elements, and a statement of the proposed initial rentals or sales prices of the dwelling units according to type and of any rental lease or resale restrictions to apply to any dwellings' units to be restricted for occupancy of low or moderate income housing; and
- j. Such other pertinent information as the governing body may require, or as may be required by the assessor.

§22-1.6. Payment In Lieu of Taxes: Duration of Tax Exemption and Abatement Agreements; Application of Other Laws To Projects; Valuation of Tax-Abated Property For County Tax Apportionment; Copy of Agreement Forwarded To Director of Division of Local Government Services.

- a. During the term of the exemption and abatement granted pursuant to a tax agreement entered under subsection 1.5 hereof, the applicant shall pay the municipality in lieu of full

property tax payments an amount equal to a percentage of taxes otherwise due, according to the following schedule:

1. In the first full year after completion, no payment in lieu of taxes otherwise due;
 2. In the second full year after completion, twenty (20%) percent of taxes otherwise due;
 3. In the third full year after completion, forty (40%) percent of taxes otherwise due;
 4. In the fourth full year after completion, sixty (60%) percent of taxes otherwise due;
 5. In the fifth full year after completion, eighty (80%) percent of taxes otherwise due.
- b. All tax exemptions and abatements approved by the Township of West Orange shall be in effect for no more than the five (5) full tax years next following the date of completion of the project. No tax exemption or abatement shall be granted to become effective after the tax year 2032, unless this chapter is readopted by the governing body.
- c. All projects subject to tax exemption and/or abatement as provided herein shall be subject to all applicable Federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.
- d. That percentage which the payment in lieu of taxes for a property bears to the property tax which would have been paid had an exemption and/or abatement not been granted for the property shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the Township for determining equalization for County tax apportionment and school aid during the term of the tax agreements covering the properties, and at the termination of an agreement for a property the reduced valuation procedure required under this section shall no longer apply.
- e. Within thirty (30) days after the execution of a tax agreement, the Township of West Orange shall forward a copy of the agreement to the Director of the Division of Local Government Services in the Department of Community Affairs.

§22-1.7. Tax Payments Due Upon Disqualification of Property Owner Prior To Termination of Agreement; Termination of Agreement.

- a. If during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The governing body of the Township of West Orange shall notify the

property owner and Tax Collector forthwith and the Tax Collector shall within fifteen (15) days thereof notify the owner of the property of the amount of taxes due.

However, with respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption and the abatement shall continue, and the agreement shall remain in effect.

- b. At the termination of a tax agreement, a project shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for and receiving the full benefits of any other tax preferences provided by law.

§22-1.8. Determination of Tax Due Upon Completion of Improvement, Conversion or Construction.

The Assessor shall determine, on October 1 of the year following the date of the completion of an improvement, conversion or construction, the true taxable value thereof. Except for projects subject to a tax agreement, pursuant to subsection 1.5, the amount of tax to be paid for the first full tax year following completion shall be based on the assessed valuation of the property for the previous year, minus the amount of the abatement, if any, allowed pursuant to this chapter, plus any portion of the assessed valuation of the improvement, conversion or construction not allowed as an exemption under this chapter. Subject to the provisions of this chapter, the property shall continue to be treated in the appropriate manner for each of the five full tax years subsequent to the original determination by the Assessor.

§22-1.9. Additional Improvement, Conversion or Construction; Eligibility for Exemption and Abatement.

Any additional improvement, conversion or construction, completed on a property granted a previous exemption or abatement pursuant to this chapter during the period in which such previous exemption or abatement is in effect, shall be qualified for an exemption, or exemption and abatement, just as if such property had not received a previous exemption or abatement. In such case, the additional improvement, conversion or construction shall be considered as separate for the purposes of calculating exemptions and abatements pursuant to this chapter, except that the assessed value of any previous improvement, conversion or construction shall be added to the assessed valuation as it was prior to that improvement, conversion alteration or construction for the purpose of determining the assessed valuation of the property from which any additional abatement is to be subtracted. Unless provided by ordinance, no additional exemption or abatement shall be allowed unless a new application is submitted to the governing body and a new agreement has been executed.

§22-1.10. Ineligibility of Property for Which Property Taxes or Penalties Are Due.

No exemption or abatement shall be granted, or tax agreement entered into, pursuant to this chapter with respect to any property for which property taxes are delinquent or remain unpaid, or for which penalties for nonpayment of taxes are due.

§22-1.11. Application; Approval; Recording As Part of Tax Records.

No exemption or abatement shall be granted pursuant to this chapter except upon written application therefor filed with and approved by the Assessor of the Township of West Orange. Every application shall be on a form prescribed by the Director of the Division of Taxation in the Department of the Treasury, and provided for the use of claimants by the governing body of the Township of West Orange, and shall be filed with the Assessor within thirty (30) days, including Saturdays, Sundays and holidays, following the completion of the improvement, conversion alteration or construction. Every application for exemption, or exemption and abatement, within the Township of West Orange which is filed within the time specified, shall be approved and allowed by the Assessor to the degree that the application is consistent with the provision of this chapter or the tax agreement, provided that the improvement, conversion, alteration or construction for which the application is made qualifies as an improvement, a conversion, alteration or construction pursuant to the provisions of this chapter. Such approval of an abatement is subject to the approval of the governing body where required by this chapter, and also subject to approval by them of a tax agreement where required. The granting of an exemption, or exemption and abatement, or tax agreement shall be recorded and made a permanent part of the official tax records of the taxing district, which record shall contain a notice of the termination date thereof.

§22-1.12. Property Taxes Subject To Exemption and Abatement Provisions.

The exemption and abatement of real property taxes provided by the Township of West Orange pursuant to this chapter shall apply to property taxes levied for municipal purposes, school purposes, County government purposes and for the purposes of funding any other property tax exemptions or abatements.

§22-1.13 Notice To Taxpayers of Adoption of Chapter Establishing Exemptions and Abatements Included With Property Tax Bills.

The Tax Collector or other responsible officer designated by the governing body shall include a notice in the mailing of annual property tax bills to each owner of a dwelling located within the Township of West Orange of the availability of the exemptions and abatements that are allowed pursuant to the chapter during the first year following adoption of the chapter.

§22-1.14. Annual Report; Total Amounts of Tax Exempted and Abated.

The governing body shall report, on or before October 1 of each year, to the Director of the Division of Local Government Services in the Department of Community Affairs and to the Director of the Division of Taxation in the Department of the Treasury the total amount of real property taxes exempted and the total amount abated within the municipality in the current tax year for each of the following:

- a. Improvements of dwellings;
- b. Construction of dwellings;
- c. Improvements and conversions of multiple dwellings;
- d. Improvements of commercial or industrial structures;
- e. Construction of multiple dwellings under tax agreements; and
- f. Construction of commercial or industrial structures under tax agreements.

In the case of paragraphs e and f above, the report shall state instead the total amount of payments made in lieu of taxes according to the formula utilized by the municipality, and the difference between that total amount and the total amount of real property taxes which would have been paid on the project had the tax agreement not been in effect, for the current tax year.

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.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

**AN ORDINANCE AMENDING CHAPTER 5, SECTION 8 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Retail Food Establishment Licensing)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code section governing licensing for retail food establishments to incorporate inspection and fee provisions for the operation of ancillary food delivery vehicles within the Township of West Orange.

II. CHAPTER 5, SECTION 8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-8.1 Definitions.

ANCILLARY FOOD DELIVERY VEHICLE

A vehicle that transports food prepared at a retail food establishment to a location pre-determined by the customer, contains refrigerated storage, hot holding and/or heating equipment and handwashing and ware washing/sanitizing facilities for the purposes of meal delivery, and does not accept payment for goods purchased or otherwise process sales transactions.

5-8.2 License Required.

It shall be unlawful for any person or anybody to conduct a retail food establishment as defined and governed by Chapter 24 of the State Sanitary Code of New Jersey without having first obtained a license from the Department of Health and Welfare or without complying with all of the provisions concerning operation and maintenance of the establishment as contained in the Code.

5-8.3 Application for License.

Application for a retail food establishment license shall be made to the Director of the Department of Health and Welfare upon forms provided by the Director. The application shall include, in addition to the information required in Subsection 5-1.2, the following:

- a.** If the applicant is not the owner of the premises, the interest of the applicant shall be stated.
- b.** If proposed licensed premises are wholly or partially used for another purpose other than a restaurant, state such use and whether it is licensed.

5-8.4 Inspection.

The Department of Health and Welfare shall inspect, as often as said department deems necessary, every retail food establishment and any and all ancillary food delivery vehicles utilized by same. The person operating a retail food establishment shall permit access to all parts of the establishment and/or ancillary food delivery vehicles and shall make available all records of food purchases on demand, and upon the request of the enforcing official.

5-8.5 Fees.

The yearly license fees for retail food establishments shall be as follows:

- a. Bakery, Specialty: \$75. Bakery, Full Service: \$100.
- b. Candy Counters: \$25 each counter.
- c. Catering, Off Premises Only: \$125.
- d. Delicatessen, Grocery, No Seating: fifty (\$50.00) dollars. Delicatessen, with Seating or Catering: seventy-five (\$75.00) dollars.
- e. Frozen Dessert, No Seating: fifty (\$50.00) dollars. Frozen Dessert, Seating: seventy-five (\$75.00) dollars.
- f. Health Care Facility, with Bed Capacity up to 40: one hundred twenty-five (\$125.00) dollars. Health Care Facility, with Bed Capacity over 40: three hundred (\$300.00) dollars. Health Care Facility Nonprofit: two hundred fifty (\$250.00) dollars.
- g. Itinerant Restaurant, Carnival or Fair with Food: \$50 for the first day and additional \$25 for up to five additional days.
- h. Meat or Fish Market: \$75.
- i. Mobile Retail Food Establishment - Itinerant Restaurant Only: \$50 for first day and additional \$25 for up five additional days.
- j. Mobile Truck, Packaged Goods Only: \$125.
- k. Packaged Goods Store: \$50.
- l. Plant and Commercial Cafeterias: \$125.
- m. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of zero to 25 persons: \$75.
- n. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 26 to 50 Persons: \$100.

- o. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 51 to 100 persons: \$175.
- p. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of 101 to 200 Persons: \$275.
- q. Restaurant, Luncheonette, Hotel, Country Club or Banquet House with a Seating Capacity of Over 200 Persons: \$400.
- r. Retail Food Establishment that utilizes Ancillary Food Delivery Vehicles (per vehicle): 1-10 vehicles \$100 each, 10+ vehicles \$75 per additional vehicle.
- s. Schools and Nursery Schools with Food: Profit: \$75. Nonprofit: \$50.
- t. Snack Bar: \$50.
- u. Supermarket with up to 20,000 square feet: \$150. Supermarket with over 20,000 square feet: \$250.
- v. Tavern or Liquor Store without Food Service: \$50.

5-8.6 Payment of License Fee.

All license fees must be paid at the time of application for the license.

5-8.7 Expiration of Date of License.

All licenses issued hereunder shall expire on December 31 of each year and are subject to annual renewal as of January 1.

5-8.8 Late Fee.

Those applicants for a retail food establishment license who have not renewed their license by the first day of February of each year shall pay a late fee of 1/12 of the annual license fee for all or part of each month that the license remains non-renewed. This late fee shall be in addition to the annual license fee.

5-8.9 Plan Review Fee; Major Alteration.

Any person who wishes to construct a proposed new retail food establishment within the Township or any person who already owns or operates an existing retail food establishment within the Township and who wishes to make major alterations to the establishment shall, prior to obtaining any permits to commence construction or make alterations, submit to the Health Department for review a food establishment plan as required by the State Sanitary Code of New Jersey. There shall be a \$100 plan review fee payable to the Township and no construction may commence or alterations made until a retail food establishment permit is issued by the Health Department. This review fee shall be in addition to any other fees required by the Township or the State of New Jersey.

A major alteration shall be any alteration, remodeling or restructuring whose costs exceeds \$2,500.

5-8.10 Exception.

Exception. The license fee may be waived for Mobile Retail Food Establishments operating on an itinerant basis at an event sponsored by the Township of West Orange, provided that a license and inspection are still required prior to the event.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY
COUNCIL PRESIDENT**

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

INTRODUCED: April 5, 2022

ADOPTED: April 26, 2022

LEGISLATIVE HISTORY

The future of dining has changed dramatically over the last decade. Numerous mobile delivery services exist. The latest innovation with regard to upscale dining involves ancillary food delivery vehicles which are dispatched to a customer's home where the trained driver reheats and plates the meal to deliver it hot and ready to eat at the customer's front door. This aspect of the service is no different than a catered event. However, part of the culinary preparation process is to maintain a large-scale commissary kitchen in a convenient location. Because of the proximity of the Township of West Orange, the Township is hopeful that one of these innovative food technology businesses will locate in the Township as a hub for various deliveries in the region.

The purpose of this Ordinance is to set up a system whereby the ancillary food delivery vehicles are inspected by the Health Department on an annual basis.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-19, THROUGH STREETS AND 7-20 STOP INTERSECTIONS 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, that the Municipal Streets Edgewood Avenue between Rock Spring Avenue and Fairview Avenue and Edgewood Avenue/North Edgewood Avenue between Fairview Avenue and Old Indian Road/ Gavin Road be designated a Through Street with Stop signs on all approaching and intersecting streets pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate the Municipal Streets Edgewood Avenue between Rock Spring Road and Fairview Avenue and Edgewood Avenue/ North Edgewood Avenue between Fairview Avenue and Old Indian Road/ Gavin Road be designated a through street with stop signs on all approaching and intersecting streets pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-19, Through Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-140 (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Limits:
Edgewood Avenue	Rock Spring Avenue and Fairview Avenue
Edgewood Avenue	Fairview Avenue and Old Indian Road/ Gavin Road

Section 4. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of

the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersections

Edgewood Avenue and Arverne Road

Edgewood Avenue and Lessing Road

Stop Signs On:

Arverne Road

Lessing Road

Section 5. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

Robert D. Parisi, Mayor

Susan McCartney, Council President

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

Introduced: April 26, 2022

Adopted: May 10, 2022

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, designates Edgewood Avenue between Rock Spring Avenue and Fairview Avenue and Edgewood Avenue/ North Edgewood Avenue between Fairview Avenue and Old Indian Road/ Gavin Road be designated a Through Street with Stop signs on all approaching and intersecting streets. Due to the volume of traffic along Edgewood Avenue, Edgewood Avenue is designated as the major street with all intersecting streets the minor street. This includes Westview Road, Old Salem Road, Nymph Road, Elf Road, Kingwood Road, Lessing Road, Arverne Road, Barone Road and Edgar Road. All of these roads except Lessing Road and Arverne Road form a “T” intersection with Edgewood Avenue. The other two are a four-way intersection. The Township's Engineering Division determined that traffic needed to be regulated on all minor street approaches to these intersections for the safe movement of traffic through them. Currently only Lessing Road and Arverne Road are regulated with Stop signs. The other streets of Rock Spring Avenue, Fairview Avenue and Old Indian Road/ Gavin Road are all multiway stops.

RESOLUTION

WHEREAS, Dominick Enterprises, Inc. is the current holder of Plenary Retail Consumption License No. 0722-33-032-008 of the Township of West Orange; and

WHEREAS, application has been made for a person to person and place to place transfer of the above-mentioned license from Dominick Enterprises, Inc. to A.M.W.O., LLC t/a Llewellyn Parq, 104 Harrison Avenue, West Orange, NJ 07052; and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on February 3 and February 10, 2022 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person and place to place transfer on April 26, 2022, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person and place to place transfer of Plenary Retail Consumption License No. 0722-33-032-008, license from Dominick Enterprises, Inc. to A.M.W.O., LLC t/a Llewellyn Parq, 104 Harrison Avenue, West Orange, NJ 07052 effective immediately.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

SUSAN McCARTNEY
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: April 26, 2022

Effective Date: April 26, 2022