

1. Conference Meeting Agenda

Documents:

[CA12.19.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 12.19.23.PDF](#)

3. Resolution(S)

3.I. 407-23

Documents:

[407-23 AWARD OF CONTRACT TO GPI - 2020 WASHINGTON ST
CORRIDOR IMPROVEMENTS.PDF](#)
[407-23 EXHIBIT A_TOWNSHIP-GPI AGREEMENT CONTRACT.PDF](#)
[407-23 EXHIBIT B_EXECUTED-AGMT_TA-DA_FED AID AGREEMENT_WEST
ORANGE STREETSCAPE.PDF](#)

3.II. 408-23

Documents:

[408-23 RESOLUTION STATE CONTRACT HOLMATRO CORE RESCUE
SYSTEM.PDF](#)
[408-23 ATTACHMENT - STATE CONTRACT HOLMATRO CORE RESCUE
SYSTEM.PDF](#)

3.III. 409-23

Documents:

[409-23 RAFFLE LICENSES 12.19.23.PDF](#)

3.IV. 410-23

Documents:

[410-23 RESOLUTION AUTHORIZING RETENTION OF MATRIX TO
IMPLEMENT REMEDIAL ACTION ACTIVITIES AND INVESTIGATION WORK
PLAN 4895-7697-1669 V.1.PDF](#)
[410-23 ATTACHMENT.PDF](#)

3.V. 411-23

Documents:

[411-23 RESOLUTION COMPETITIVE CONTRACT FOR ECONOMIC
DEVELOPMENT COORDINATOR.PDF](#)
[411-23 ECONOMIC DEVELOPMENT SERVICES PROPOSED SCOPE - BR](#)

[EDITS \(003\) \(002\) \(002\).PDF](#)

3.VI. 412-23

Documents:

[412-23 RESOLUTION OF SUPPORT AUTHORIZING 2023 SUSTANABLE ENERGY AND EFFICIENCY PARTNERSHIP.PDF](#)

3.VII. 413-23

Documents:

[413-23 VETERAN DEDUCTION REFUND RESOLUTION.PDF](#)

3.VIII. 414-23

Documents:

[414-23 Q4 DUPLICATE PAYMENT RESOLUTION 2023.PDF](#)

3.IX. 415-23

Documents:

[415-23 REFUND VETERAN EXEMPTION - 10 WATSON AVE.PDF](#)

3.X. 416-23

Documents:

[416-23 RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR JANITORIAL SERVICES TO PJ BUILDING CLEANING - 2024 PR.PDF](#)
[416-23 AGREEMENT.PDF](#)
[416-23 EXHIBIT TO AGEEMENT FOR JANITORIAL MAINTENANCE SERVICES WITH PJ BUILDING CLEANING - 2024.PDF](#)

3.XI. 417-23

Documents:

[417-23 CH159 RESOLUTION 2023-2.PDF](#)
[417-23 ALCHOLISM AND DRUG ABUSE 8803.78.PDF](#)
[417-23 WO MUNICIPAL ALLIANCE FY24 SUBSTANCE ABUSE 30252.59.PDF](#)

3.XII. 418-23

Documents:

[418-23 RESOLUTION APPROVING THE CNA AMENDMENT\(153022278.1\)-C.PDF](#)

3.XIII. 419-23

Documents:

4. Ordinance(S) On First Reading

4.I. 2832-23

Documents:

[2832-23 -DRAFT AMENDED TREE REMOVAL ORDINANCE 4885-7529-7684 V.1.PDF](#)

4.II. 2833-23

Documents:

[2833-23 GAS LEAF BLOWERS \(REV. 12.18.23\).PDF](#)

5. ABC Hearing

5.I. 727-23

Documents:

[727-23 PLACE TO PLACE-EXPANSION OF PREMISES 12.19.23.PDF](#)

5.II. 728-23

Documents:

[728-23 PERSON TO PERSON TRANSFER 12.19.23.PDF](#)

5.III. 729-23

Documents:

[729-23 PERSON TO PERSON AND PLACE TO PLACE TRANSFER 12.19.23.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, December 19, 2023 – 6:00 p.m.
Meeting No. 28

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 meeting notice was emailed to the Star Ledger and the West Orange Chronicle on December 6, 2023.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

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6:30 P.M.

- **Promotion Ceremony-West Orange Fire Department**
 - o **Deputy Fire Chief**
 - o **Steven Ameli**
 - o **George Hesse**
 - o **Nicholas Gillo**
 - o **Fire Captain**
 - o **Giuseppe Chirico**
 - o **Nicholas Manzella**
 - o **Daniel R. Shelley**
 - o **Kevin Skokandich**
 - o **Joseph Urso**
- **Proclamation Honoring Hayden Moore, Superintendent, W.O. Public Schools**
- **Presentation: Coping with the Holiday Blues**
- **Appointment(s) of 2024 Council Liaison to Boards/Commissions**

Current

<u>TW</u>	Planning Board
<u>BR</u>	ERSCHA (Degnan House)
<u>AG</u>	WOSCHA (John P. Renna House)
<u>MC</u>	Downtown West Orange Alliance
<u>TW</u>	West Orange Municipal Alliance Committee
<u>AG</u>	West Orange Arts Council
<u>AG</u>	Open Space & Recreation Committee
<u>MC</u>	Public Relations Commission

Agenda is subject to change.

<u>SS</u>	Oscar Schindler Performing Arts Center
<u>MC</u>	West Orange Board of Education
<u>TW</u>	West Orange Historic Preservation Commission
<u>AG</u>	Pedestrian Safety Committee
<u>BR</u>	Economic Development
<u>SS</u>	Environmental Commission
<u>SS</u>	Older Adults Advisory Board

- **Nomination and Election of 2024 Council President**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

REVISED
PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, December 19, 2023
Meeting No. 28

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

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 Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

Invocation

- 1. Public Comment (Agenda Items Only)**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting - None**
- 4. *Report of Township Officers**
- 5. *Reading of Petitions and Communications and Bids-None**
- 6. *Bills – 12.19.23**
- 7. *Resolutions**
 - a. 407-23 Resolution Awarding a Contract to Greenman Pedersen, Inc., 520 US Highway 22, Suite 200, Bridgewater, NJ 08807 for the Washington Street Corridor Improvement Project for the Performance of Preliminary Engineering (PE) Services in an Amount NTE \$199,070.68 (Carballo)**
 - b. 408-23 Resolution Authorizing the Purchase of Holmatro Core Rescue System and Accessories from ESI Equipment Inc., an Authorized Dealer under NJ State Contract #17-FLEET-00820 for the West Orange Fire Department in an amount NTE \$49,953.97 (Reynolds)**
 - c. 409-23 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - d. 410-23 Resolution Authorizing Retention of Matrix New World, 26 Columbia Turnpike, Florham Park, NJ to Implement Remedial Action Activities and Investigation Work Plan at 8-10 Central Avenue and 18 Central Avenue in an Amount NTE \$4,440.480 (Legal-Trenk)**
 - e. 411-23 Resolution Authorizing the Competitive Contracting Process for a Professional and Experienced Economic Development Consultant Firm to Function as the Township's Economic Development Consultant (Gross)**

- f. **412-23** Resolution of Support from the Local Governing Body Authorizing the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program Application (Legal-Trenk)
- g. **413-23** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Veteran Tax Deduction – 22 Larkin Circle (Longo)
- h. **414-23** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment – 10 Watson Avenue (Longo)
- i. **415-23** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veteran Exemption – 45 Watson Ave. (Longo)
- j. **416-23** Resolution Authorizing Award of Contract for Janitorial Services to PJ Building Cleaning, LLC, 389 Main Street, #311, Hackensack, NJ 07601, at the Rates Set Forth in the Bid (Reynolds)
- k. **417-23** Resolution Requesting Approval Of Items Of Revenue And Appropriation NJSA 40A:4-87 (Gross)
- l. **418-23** Resolution Authorizing an Amendment to the West Orange Superior Officers Association Local 25 Collective Negotiations Agreement Expiring on 12/31/23 (Gross)
- m. **419-23** Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically Related to Resolution 418-23

8. Ordinances on Second and Final Reading-None

9. Ordinances on First Reading

- a. **2832-23** An Ordinance Repealing and Replacing Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and Establishing Chapter ____ For Environmental Protection(Tree Protection, Removal and Replacement) (Legal-Trenk)
- b. **2833-23** An Ordinance Amending Chapter 21, Section ____ of the Revised General Ordinances of the Township of West Orange – Gas Leaf Blowers (Legal-Trenk)

10. Pending Matters/New Matters/Council Discussion

- a. CCRB Appointee
- b. Cannabis Cultivation

11. ABC Hearing

727-23 Person to Person (Expansion of Premises) for License No. 0722-44-018-T&T Liquors, Inc., 110 Harrison Avenue t/a Liquor Lobby, 110 Harrison Avenue, West Orange, NJ 07052

728-23 Person to Person Transfer for License 0722-33-013-002 from 440 Main Street, LLC to Castle Rock Bar & Grill, LLC t/a Castle Rock Bar & Grill, 440 Main Street, West Orange, NJ

729-23 Person to Person and Place to Place Transfer for License No. 0722-33-053-002 from DPG Edison, LL, LLC to Fandango Mexican Grill, LLC, 490 Pleasant Valley Way, West Orange, NJ 07052

12. Public Comment (Non-Agenda Items)

13. Adjournment-Recessed until January 9, 2024

**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)**

Please use the link below to join the webinar:

<https://us06web.zoom.us/j/87633022628?pwd=5Q9TikmIjV5LCRrFUJNLts63qRze8A.xDsJ6RX-FQfDgVsv>

Webinar ID: 876 3302 2628

Passcode: 136975

Agenda is subject to change.

Next Meeting Date(s):

Township Council Meeting – January 9, 2024

HAPPY HOLIDAYS!

**R E S O L U T I O N - A W A R D I N G A C O N T R A C T F O R T H E P E R F O R M A N C E O F
P R E L I M I N A R Y E N G I N E E R I N G (P E) S E R V I C E S T O G R E E N M A N – P E D E R S E N , I N C
F O R T H E W A S H I N G T O N S T R E E T C O R R I D O R I M P R O V E M E N T P R O J E C T**

WHEREAS, the Township of West Orange wishes to perform improvements to the Washington Street corridor; and

WHEREAS, the Township has been awarded NJDOT Local Aid and Economic Development Transportation Alternatives Program (TAP) grant funding in the amount of \$780,000.00 for this project; and

WHEREAS, the Township requires the services of a professional engineering firm and land surveying firm to oversee the Preliminary Engineering (PE) phase of this project; and

WHEREAS, one of the distinctive features of this TAP grant is additional funding is provided via a Design Assistance Program to cover the consultant's cost if one of the four NJDOT prequalified consultants is selected to oversee this project, so as not to impact the \$780,000.00 grant total; and

WHEREAS, NJDOT conducted a TAP Set-Aside Assistance Consultant Selection by evaluating, rating and ranking consultants and Greenman – Pedersen, Inc. (GPI) was one of the four consultants qualified through this process to perform these services; and

WHEREAS, the Township needs to endorse GPI contract (Exhibit A) that serves as the Notice to Proceed, so that Preliminary Engineering (PE) commence for this project; and

WHEREAS, GPI has submitted a proposal as part of the Executed Federal Aid Agreement (Exhibit B) approved on November 8, 2023 for completing the Preliminary Engineering (PE) Phase of this project at a total cost of \$199,070.68; and

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

WHEREAS, the Assistant Municipal Engineer recommends the professional services contract be awarded to Greenman – Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for the Preliminary Engineering (PE) Phase of this project; and

WHEREAS, Greenman – Pedersen, Inc., responded to the Township’s Request for Qualifications for Professional Services for 2022 and 2023; and

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

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman – Pedersen, Inc., to provide professional engineering and land surveying services for the 2020 Transportation Alternatives Program (TAP) Grant Project for the **WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT** an amount not to exceed \$199,070.68.

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

Karen Carnevale, Municipal Clerk

Tammy Williams, Council President

Adopted: December 19, 2023

I hereby certify funds are available from Account No. _____
\$199,070.68

John Gross, Chief Financial Officer

AGREEMENT SUMMARY
2020 TRANSPORTATION ALTERNATIVES SET-ASIDE DESIGN ASSISTANCE
WEST ORANGE WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT

CONSULTANT: Greenman - Pedersen, Inc.

ADDRESS: 520 US Highway 22, Suite 200
Bridgewater, NJ 08807

OWNER: Township of West Orange
66 Main Street
Room 106
West Orange, NJ 07052

PROJECT TITLE: TAP – 2020 –Washington Street Corridor Improvement Project

TOTAL BUDGET: \$423,307.38
Federal (FHWA Transportation Alternatives Program)
Preliminary Engineering: \$199,070.68
Final Design Engineering: \$201,138.70 Estimated
Construction Engineering Services: \$23,098.00 Estimated

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EXHIBITS:

EXHIBIT A	Preliminary Engineering Scope of Services and Cost Proposal dated August 29, 2022
EXHIBIT B	Final Design Engineering Scope of Services and Cost Proposal dated August 29, 2022
EXHIBIT C	Construction Engineering Services Scope of Services and Cost Proposal dated August 29, 2022
EXHIBIT D	Nondiscrimination
EXHIBIT E	NJDOT Code of Ethics for Vendors
EXHIBIT F	Americans with Disabilities Act

AGREEMENT
FY2020 TRANSPORTATION ALTERNATIVES DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT

This AGREEMENT, entered into on _____, 2023, by the Township of West Orange, a municipal corporation of the State of New Jersey, hereinafter called "WEST ORANGE," and Greenman-Pedersen, Inc., hereinafter called "GPI."

WHEREAS, WEST ORANGE has received a grant commitment from the New Jersey Department of Transportation (NJDOT) under the 2020 Transportation Alternatives Set-Aside Grant Program for construction funding for the Washington Street Corridor Improvement Project (PROJECT), and

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

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

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

ARTICLE 1. STATEMENT OF WORK

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

ARTICLE 2. PLANS AND SPECIFICATIONS

- (A) GPI shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD),

and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, GPI shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

ARTICLE 3. KEY PERSONNEL

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

ARTICLE 4. PERFORMANCE SCHEDULE

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

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

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- (A) The cost of Preliminary Engineering services to be provided under this AGREEMENT shall not exceed \$199,070.68.

A budget agreed to by the parties is attached as **parts of Exhibits A, B and C**, and made part of this AGREEMENT for all purposes and shall not be exceeded unless by written amendment to this AGREEMENT. **(Provisions for amendment may only be made after receiving approval from WEST ORANGE).**

At the time execution of this AGREEMENT, Final Design Engineering Services are estimated at \$201,138.70 and Construction Engineering Services are estimated at \$23,098.00. A refined Final Design Engineering estimate will be established at the completion of Preliminary Engineering and a refined Construction Engineering Services estimate will be established at the completion of Final Design. If and when required, this contract may be amended to provide for Final Design and Construction Engineering Services.

For the purpose of determining the amount payable to GPI, the following costs are

applicable for Preliminary Engineering:

(1) Direct Labor Costs:	\$42,052.43
(2) Indirect Costs (165.08% Overhead):	\$69,420.16
(3) Profit/Fixed Fee (22.5% of Labor):	\$9,461.80
(4) Non-Salary Direct Expenses	\$1,000.00
(5) Subconsultant Costs	\$77,136.29

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

- (B) GPI may transfer funds within approved budget categories in accordance with 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as in effect on the date of this AGREEMENT and in accordance with the provisions of the NJDOT/ WEST ORANGE grant agreement for this PROJECT.
- (C) To be eligible for reimbursement, costs must be in accordance with the following applicable federal requirements: 2 CFR Chapter I and Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and Federal Acquisition Regulation Subpart 31.2, Conflict with Commercial Organizations, as appropriate. Costs shall be further governed by policies and procedures of the NJDOT/ WEST ORANGE grant agreement for this PROJECT.
- (D) GPI shall submit detailed invoices monthly in format acceptable to WEST ORANGE. Each invoice shall be accompanied by the appropriate affidavit of wages paid and documentation of expenditures for each phase of work, including time and effort reports documenting the project's progress and status. GPI shall submit invoices with receipts and other supporting documentation for all individual non-salary cost items. GPI shall provide a complete set of time sheets, records and accounts to identify salaries, payroll burden, and non-salary direct expenses incurred by personnel directly supporting the Work Program to accompany each invoice. These expenditures shall be documented in compliance with applicable Federal and STATE guidelines and be made available for review. If such documentation is found, during annual audits and/or reviews by the Federal Government and/or STATE to be not in compliance with applicable Federal and State guidelines, GPI shall take an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to WEST ORANGE for remittance to the NJDOT. A final invoice received beyond the thirty (30) days following the end date of this AGREEMENT is subject to refusal at the sole direction of WEST ORANGE.
- (E) WEST ORANGE will not reimburse GPI for equipment purchases, in accordance with state policy and practices.

ARTICLE 6. EXAMINATION OF RECORDS

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

ARTICLE 7. PLANS THE PROPERTY OF WEST ORANGE

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

ARTICLE 8. REPORTS

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

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

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

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

ARTICLE 9. TERMINATION

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

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

ARTICLE 10. PUBLICITY

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

ARTICLE 11. DEBARMENT AND SUSPENSION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. ASSIGNMENT

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

ARTICLE 14. INDEMNIFICATION/INSURANCE

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

ARTICLE 15. SPECIAL PROVISIONS

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

- (B) Regulations of the New Jersey Department of Transportation relative to Non-Discrimination in Federally assisted projects of the Department of Transportation (49 CFR Part 26), are made part of the AGREEMENT.
- (C) Equal Employment Opportunity Requirement for Procurement and Service Contracts in accordance with the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., attached hereto, is made part of the AGREEMENT, labeled **(Exhibit D)**.
- (D) New Jersey Department of Transportation "Code of Ethics for Vendors" attached hereto, is made part of the AGREEMENT, labeled **(Exhibit E)**.
- (E) In the event of non-compliance by GPI with nondiscrimination provisions of this Agreement, WEST ORANGE shall impose such sanctions as it, NJDOT and FHWA may determine to be appropriate, including, but not limited to:
 - (1) Withholding payments to GPI until GPI complies; and
 - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (F) "Lobbying Restrictions", attached hereto, is made part of the Agreement, labeled **(Exhibit F)**.

ARTICLE 16. SUBCONTRACTORS

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

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

ARTICLE 17. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

ARTICLE 18. SITUS

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

ARTICLE 19. NOTIFICATIONS

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

If to WEST ORANGE:

Zayibeth Carballo
Assistant Municipal Engineer
Township of West Orange
66 Main Street
West Orange, NJ 07052

If to GPI:

Dale Foster, P.E.
Senior Project Manager/ Vice President
Greenman-Pedersen, Inc.
100 Corporate Drive, Suite 301
Lebanon, NJ 08833

ARTICLE 20. CONFIDENTIALITY/PUBLICATION

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

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

ARTICLE 21. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

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

ARTICLE 22. EQUAL OPPORTUNITY

- (A) The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (.PL 1975, c 127, s amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- (B) During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated

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

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

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

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

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

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

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

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

ARTICLE 23. NONDISCRIMINATION

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

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

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISES

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

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

ARTICLE 25. GENERAL PROVISIONS

- (A) The failure by either party to enforce any provision of this AGREEMENT or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.
- (B) This AGREEMENT constitutes the entire understanding between the parties regarding

this matter and merges any and all prior discussions, representations, promises, and warranties within its scope. There are no representations, warranties or promises not expressly set forth in this AGREEMENT.

- (C) Except as expressly set forth herein, this AGREEMENT may not be modified, renewed, or extended, except in writing, signed by both parties.
- (D) GPI shall not communicate directly with the NJDOT regarding the performance of this AGREEMENT without the prior consent of WEST ORANGE.
- (E) Any provision of this AGREEMENT that by its nature is intended to survive termination and/or expiration of this AGREEMENT, including but not limited to Articles 4, 5, 6, 9, 11, 13, 16 and 19, shall survive termination and/or expiration of this AGREEMENT.
- (F) GPI shall be deemed to be an independent contractor and, as such, neither GPI nor its employees shall be entitled to any benefits applicable to employees of WEST ORANGE.
- (G) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement, commitment or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- (H) GPI acknowledges that technology, software, services, and commodities provided by WEST ORANGE may be subject to laws or regulations restricting their export, re-export, transfer or release to certain entities or destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control). With respect to any export, re-export, transfer, or release otherwise permitted under this Agreement, GPI shall comply with all applicable U.S. government requirements, including the U.S. Export Administration Regulations.

AGREEMENT
FY2020 TRANSPORTATION ALTERNATIVES DESIGN ASSISTANCE
WASHINGTON STREET CORRIDOR IMPROVEMENT
PROJECT

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

ATTEST/SEAL

TOWNSHIP OF WEST ORANGE, NJ

Sign & Date

By: _____
Sign & Date

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney
Mayor



GREENMAN-PEDERSEN, INC.

By: November 21, 2023
Sign & Date

Cynthia R. Okamoto
Cynthia R. Okamoto
Contracts Manager

Brian W. Mausert
Brian W. Mausert, PE
Executive Vice President/Branch Manager



407-23

State of New Jersey

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

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

November 20, 2023

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

Re: **PE AGREEMENT EXECUTION LETTER**
Washington Street Corridor Improvement Project
Township of West Orange, Essex County
Federal Project No.: D00S806
State Job No.: 6122315

Dear Mr. Carballo:

Enclosed is an original copy of the executed Federal Aid Agreement No. 2023-DT-DLA-507 approved on November 8, 2023, for the above captioned Federal Aid project.

If you have any questions, please contact Julie Seaman at (609) 963-2004.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Seaman".

Julie A. Seaman
Project Management Specialist 3
Division of Local Aid and Economic Development

Enclosure



State of New Jersey

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

August 16, 2023

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

Re: **PE AUTHORIZATION LETTER**
Washington Street Corridor Improvement Project
Township of West Orange, Essex County
Federal Project No.: D00S806
State Job No.: 6122315

Dear Mr. Carballo:

On August 7, 2023, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$ **199,070.68** for the above captioned Federal Aid Highway Program project. This authorization was based on the scope of work and budget agreed upon by the **West Orange Township** and the Division of Local Aid. The scope of work in this authorization includes Preliminary Engineering (PE) Activities. Final Design Activities will be authorized once PE activities have been completed. Any changes to same will require prior approval of the FHWA.

Award of Contract

- **West Orange Township** will include the following sections within the attached agreement in the design contract between the **West Orange Township** and GPI under Section 4 Plans and Specifications-4.1; Section 14 Equal Opportunity; Section 15 Nondiscrimination; Section 16 Disadvantaged Business Enterprises, and attachments in Appendices A through H.
- **WORK CANNOT BEGIN UNTIL THE ATTACHED FUNDING AGREEMENT IS EXECUTED BY NJDOT.**
- **West Orange Township** is required to submit the notice to proceed and approved project schedule.

Project Agreement

- Return four (4) original signed and sealed copies of the attached agreement along with three (3) original signed/sealed Resolutions for execution by the Department.
- **RESOLUTIONS MUST INCLUDE SIGNED/SEALED CERTIFICATION STATEMENT.** See attached highlighted example.
- **DO NOT** enter the date on Page 1 of the agreement.
- Please complete name, title, signature and date on Page 23 of the agreement which will have to be witnessed.
- Please complete name, title, signature and date on Page 29 of the agreement which will have to be witnessed.
- Attach Project Scope of Work & Cost Estimate under Appendices G & H respectively.
- Signed copies of the agreement should be returned within 45 days.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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2020 Streetscape Improvements to Main Avenue
Clifton City, Passaic County
Federal Project No.: 0601304
State Job No.: 7002327

- WORK CANNOT BEGIN UNTIL THE ATTACHED FUNDING AGREEMENT IS EXECUTED BY NJDOT.

Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the design project no later than 3 months after NJDOT has concurred in the award of the design contract. NJDOT must 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. Failure to meet the billing requirements may result in the restriction of authorization of any future FWA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if **West Orange Township** fails to submit an invoice within the durations described in 23 CFR 630.106. It is the **West Orange Township's** responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

As a reminder, work cannot begin until the attached funding agreement is executed by NJDOT. Any costs incurred prior to NJDOT execution of the attached agreement will be deemed non-participating and ineligible for reimbursement. If you have any questions, please contact Julie Seaman at (609) 963-2004.

Sincerely,



Julie A. Seaman
Project Management Specialist 3
Division of Local Aid and Economic Development

Enclosure

March 2022

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



FEDERAL AID AGREEMENT

Agreement No.: 2023-DT-DLA-507

Contract ID: 24 70007

Local Public Agency (LPA)/Subrecipient: West Orange Township

CFDA Name and Number: **Highway Planning and Construction 20.205**

LPA DUNS Number: 868481250 ; UEI Number: QK38C6DQMQ4

Contact Name and Phone Number: Julie A. Seaman (609) 963-2004

Project: Washington Street Corridor Improvement Project

Municipality: West Orange Township

County: Essex

2023 This Cost Reimbursement Agreement ("Agreement") is made as of the 8th day of November, by and between the West Orange Township, having its offices at West Orange Township 25 Lakeside Avenue, NJ 07052 "Subrecipient" or "Local Public Agency ('LPA')") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");

WITNESSETH

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the National Highway Performance Program (NHPP), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program (collectively the "Programs"); and

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

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

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

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



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

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

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

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

1. Definitions

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

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



2. Description of Project – Scope of Work

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

Agreement Contract Terms

3. The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of \$ 199,070.68 for the period of performance ("Project Fund").

Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

- 3.2 The Period of Performance for this award begins on the date of this agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 below or until, based on inactivity as defined in Section 7.5.2 below. The Project shall be completed by November 30, 2026, unless either terminated or extended by written authorization of the State. Under 2 C.F.R. § 200.309, the Subrecipient shall not charge to this award costs that are incurred prior to and/or after the Period of Performance. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.

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

- 3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of

its obligations under this Agreement if any of the following occurs:

- 3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

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

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

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

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

- 3.3.3 This Agreement terminates on Project Closeout.

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3.4 Fund Liquidation, Adjustment, and Cancellation.

3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in section 3.2.

3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343–.345.

3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.

3.6 The Subrecipient shall not proceed with any work on the Project (“Project Work”) for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies.

3.8 Recipient shall solicit proposals for all work on the Project in accordance with the Brooks Act of 1972 (40 U.S.C.A. Ch. 11), 2 C.F.R. §§ 200.317-.326, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version

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of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

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

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

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

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

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

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

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

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

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

5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and

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5.1.3.2 Associated direct costs of acquisition including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. § 710.203.

5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 Design Projects

5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

5.2.2 Subrecipient covenants that Design Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:

5.2.2.1.1 Transportation projects other than roads and bridges,

5.2.2.1.2 Projects that intersect State highways,

5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or

5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.

5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement

5.2.4 The Subrecipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.

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- 5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.
- 5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the Project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.
- 5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 28 C.F.R. § 35.151(e), and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.
- 5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.



5.3 Construction Projects

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

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- 5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.
- 5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.
- 5.3.10 Subrecipient agrees that it will cause its contractor to comply with the FHWA's Buy America policies that require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a Federal-aid highway construction project pursuant to 23 U.S.C.A. § 313 and 23 C.F.R. § 635.410; comply with the current NJDOT Standard Roadway Specifications, and the current version of the NJDOT Construction Procedures Handbook. Buy America requirements apply to products installed permanently by utility companies for all contracts within the scope of the NEPA determination regardless of whether the contract uses FHWA funding. Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 28 C.F.R. § 35.151(e) and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. Failure to comply may result in the loss of projects funds.
- 5.3.11 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C.A. § 1352 prior to execution of any agreement in order to remain eligible for Federal funds.
- 5.3.12 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund

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and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.

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

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6. Insurance

6.1 Subrecipient shall maintain or cause to be maintained:

6.1.1 General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

6.1.2 Automobile Liability Insurance in the minimum amount of \$1,000,000.00.

6.1.3 Workers Compensation Insurance in the amount required by law.

6.2 A copy of each insurance policy shall be made available to the State upon request.

6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00

6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7. Disbursement of Project Fund

7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.

7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

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

7.5 Payment Vouchers

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

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

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

7.6 Partial Payments

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

7.6.2 Subrecipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Subrecipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

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

7.7 Consultants and Contractors

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

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

7.7.3 Subrecipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the work performed by each

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contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted work completed as shown in the Subrecipient's monthly progress reports.

- 7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 below by placing equivalent provisions in their contracts.
- 7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the Standard Specifications and 23 C.F.R. § 635.116.

8. Conflict of Interest

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

9. Liquidated Damages

- 9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the contractor's failure to complete work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient's estimated costs incurred as well as road user costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard

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Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

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

10. Audit Requirements

- 10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB "Supercircular" 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, "Contracts with Commercial Organizations." The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

- 10.2 The State, or its agents, shall be entitled to perform an audit at the following times:

10.2.1 At any time during the performance of work set forth in this Agreement.

10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.

10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:

10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

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

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

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

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

11. Inspection

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

12. Indemnification

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

13. No Personal Liability

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

**New Jersey Department of Transportation
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Federal Aid Cost Reimbursement Agreement**



14. Equal Opportunity

- 14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
- 14.2 During the performance of this contract, the Contractor agrees as follows:
- 14.2.1 The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- 14.2.2 The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- 14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.2.4 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

**New Jersey Department of Transportation
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- 14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- 14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- 14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
- 14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 may be obtained at the preconstruction conference.

15. Nondiscrimination

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

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



16. Disadvantaged Business Enterprises

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

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

17. No Oral Modifications

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

18. Notices and Demands

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

March 2022

**New Jersey Department of Transportation
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Federal Aid Cost Reimbursement Agreement**



If to the State:

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

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

District 1 -

Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic,
Sussex and Warren

District 2 -

153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

District 3 -

1035 Parkway Avenue
Trenton, NJ 08625
Phone: (732) 625-4290
Fax (609) 530-8044
Hunterdon, Middlesex, Mercer,
Monmouth, Ocean and Somerset

District 4 -

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 486-6618
Fax (856) 486-6771
Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester and Salem

If to Subrecipient:

Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

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



19. Partial Invalidity

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

20. Further Assurances

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

21. Subject to FHWA Regulations

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

22. Entire Agreement; Counterparts; Disputes

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

23. Choice of Law

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

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Federal Aid Cost Reimbursement Agreement**



24. Resolution

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

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

March 2022

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



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

Project: Washington Street Corridor Improvement Project

Municipality: West Orange Township, County: Essex

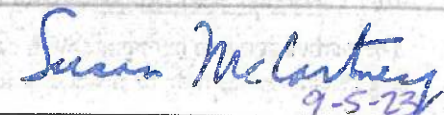
Agreement Number: 2023-DT-DLA-507

Federal Project Number: D00S806

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)

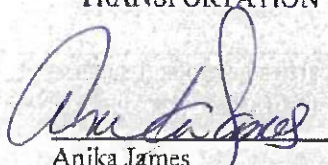

Name: Karen J. Carnevale Date: 9-5-23
Title: Municipal Clerk

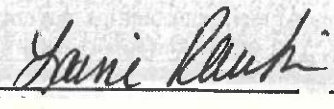
By: 
Name: Susan McCartney Date: 9-5-23
Title: Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF

TRANSPORTATION

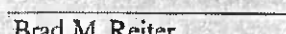

Name: Anika James Date: 11/8/23
Department Secretary, New Jersey
Department of Transportation

By: 
Name: Laine Rankin Date: 11/8/23
Assistant Commissioner Local Resources &
Community Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY
MATTHEW J. PLATKIN

See DAG e-Signature
Next page

By: 
Name: Brad M. Reiter
Deputy Attorney General

Date

A0- 3239337 / 3239338

FEDERAL AID AGREEMENT

Agreement No.: 2023-DT-DLA-507

Contract ID: 24 70007

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

CFDA Name and Number: Highway Planning and Construction 20.205

LPA DUNS Number: 868481250

Project: Washington Street Corridor Improvement Project

Municipality: West Orange Township

County: Essex

OFFICE OF THE ATTORNEY GENERAL

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

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By:  Digitally signed by Brad
Reiter
Date: 2023.10.11
09:33:10 -04'00'

Brad M. Reiter
Deputy Attorney General

Date 10/11/2023

**APPENDIX A****NONDISCRIMINATION**

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

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

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



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



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

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

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

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

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

March 2022

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



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

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

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

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

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

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

Adopted on the 16th day of December, 1987

March 2022

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



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

SUBRECIPIENT

Name/Title Karen J. Carnevale, R.M.C.

Name/Title Susan McCartney, Mayor

Date: 9.5.23



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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



August 29, 2022

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

Re: NJDOT Transportation Alternatives Program
TAP-2020 Washington Street Corridor Improvement Project
Township of West Orange, Essex County

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

Dear Mr. Lepore:

Thank you for the opportunity to provide professional engineering design services for the Preliminary Engineering (PE) phase for the above referenced project. Our scope of services is based on the TAP - 2020 Application completed by the Township, input received at our meeting on March 23, 2022, and the NJDOT standard network diagram and activity descriptions for the PE project phase.

The Township is working to increase pedestrian safety, accessibility, and walkability on Washington Street. This Washington Street Improvement Project will improve Washington Street from Main Street to High Street. The length of the project is approximately 1,050 linear feet or 0.2 miles. Washington Street is a County roadway, and as the project will make improvements to a County road, the Township has secured the approval of the County of Essex for this project.

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

It is the Township's desire for the new sidewalks to be wider by two feet on each side of the street to improve pedestrian walkability. The paved vehicular travel way and parking lane will be reduced in width by two feet on each side, providing a resultant cartway still wide enough to accommodate one travel lane and one parking lane in each direction.

Washington Street has sidewalks that are in poor condition, lining both sides of the street in most areas of the roadway. However, it's our understanding that the area experiences a disproportionately high rate of vehicle/pedestrian crashes. As such, the Township desires to make this corridor a more walkable area, as well as provide alternative solutions to driving vehicles short distances in the area to favor more walking and bicycling. The proposed project will provide significant regional and community benefits by improving the quality of life for all residents and visitors, including vulnerable and underserved populations. Enhancements will better connect

TAP-2020 Washington Street Corridor Improvement Project
Township of West Orange

commuters to regional employment opportunities and provide access to commercial areas and community centers in West Orange.

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

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

Scope of Services

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

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

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

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

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

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

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

TAP-2020 Washington Street Corridor Improvement Project
Township of West Orange

Activity No.	Activity Description
3015	Prepare Survey Control Report
3020	Conduct Topographic Survey
3025	Prepare Base Maps
3030	Prepare Horizontal and Vertical Geometry
3035	Prepare Utility Base Plans
3045	Send Utility Verification Request Letter
3055	Update Base Plans and Identify Conflicts
3070	Prepare Preliminary Roadway Plans
3085	Prepare Preliminary Drainage Design
3090	Determine Traffic Engineering Facility Locations
3115	Initiate ROW Impact Plan
3130	Update Preliminary Detour / Construction Staging Plans
3135	Prepare Construction Cost Estimate
3160	Prepare Draft PE Report
3205	Township and NJDOT Reviews Draft PE Report
3865	Hold Public Information Center
3870	Prepare Categorical Exclusion Document
4360	Delineate Wetlands

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

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

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

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

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

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

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

Prepare Base Maps (3025): GPI will manage and coordinate with our subconsultant, M&S, who will prepare the base maps which will depict in detail the required existing topography. The base maps will also include the baseline information and existing right-of-way as determined in Activity No. 3020. This data is to be provided in accordance with Article 51 Standards and Procedures. GPI to perform a QA of M&S's work to check that survey is in accordance with project scope and needs.

Please refer to M&S's Scope of Services and Estimate which is attached for more information

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

The horizontal and vertical geometry of new curb line will be developed to provide a widened sidewalk to improve pedestrian walkability. The travel lanes and parking lanes will be reduced in width by two feet on each side.

Potential complications with sidewalk widening include:

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

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

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

Please refer to M&S's Scope of Services and Estimate which is attached for more information

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

Update Base Plans and Identify Conflicts (3055): M&S will coordinate with the affected utility companies and incorporate the collective utility owner comments onto the base maps. GPI will review the existing utilities to identify potential utility conflicts between existing utility facilities and proposed design elements such as new street light pole foundations. Consideration will be given for potential utility pole relocations to provide widened pedestrian access routes

Please refer to M&S's Scope of Services and Estimate which is attached for more information

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

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

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

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

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

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

Assumptions: The following assumptions are related to Task 3085

1. The project is not anticipated to disturb more than one acre of land or increase impervious surface and/or Motor Vehicle Surfacing (MVS) by more than ¼ acre. As such, the project will not be classified as a "major development" and not subject to comply with the State NJAC 7:8 and municipal stormwater management rules.

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Township of West Orange

2. Drainage design is limited to maintaining existing drainage patterns. Therefore, analysis of gutter spread and pipe capacity for existing conditions is excluded from this scope.
3. Hydraulic computations and a drainage design report will not be required.
4. Upgrades to existing drainage structures will consist of relocation for widened sidewalk and curb extension, replacing existing casting(s) with bicycle safe grates and meeting current NJDOT standards.
5. Permitting and regulatory compliance assessments will be based on the current NJDEP SWM Rules NJAC 7:8 (3/3/2020 adoption, 3/2/2021 operative date), NJDEP Flood Hazard Area Control Act and NJDEP Freshwater Wetlands Protection Act Rules as of the date of this proposal. This proposal does not include work to conform to subsequent rule changes after date of this proposal.

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

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

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

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

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

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

1. Design Exception Report
2. Alternatives Analysis Report

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3. Complete Streets Checklist
4. Design Communications Report
5. Risk Register
6. Updated Utility Risk Assessment Plan
7. Draft Management Plan
8. Final Design Public Involvement Action Plan
9. Final Design Scope Statement
10. Preliminary Engineering Quality Certification

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

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

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

Prepare Categorical Exclusion Document (3870): GPI anticipates completing Sections I and II of the Categorical Exclusion Document and submitting the same to NJDOT Local Aid who will forward it to BEPR for completion. GPI will provide design details for work proposed on or within close proximity to historic resources, and coordination with SHPO on their reviews.

Delineate Wetlands (4360): This FD task is necessary to be advanced into PE to confirm the presence / absence of regulated wetlands and the wetlands classification and associated transition area to identify the need (or not) for an NJDEP Freshwater Wetlands Permit. GPI will conduct a wetlands investigation of the area of improvements near Watson Avenue and Liberty Street. If wetlands are identified, we will delineate the wetlands and identify the potential width of the wetland transition areas for survey and mapping by our project surveyor. We will perform a preliminary investigation within, 150 feet of the project area to identify the approximate location of wetlands and wetland transition areas on the subject site. Application for a Freshwater Wetlands Letter of Interpretation is excluded from this scope of work.

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

- Proposed streetscape improvements will be located within the right-of-way. Authorization to perform work outside the right-of-way will be provided in Right-of-Entry (ROE) documents signed by property owners, obtained during FD.
- The required CED will be prepared by NJDOT BEPR with input from GPI on Sections I and II.
- A Cultural Resource Study Phase IA is not included in this scope of services. Any coordination with the NJDEP to secure permits or approvals requiring a Phase IA will be conducted by NJDOT BEPR and SHPO.
- Green Acres coordination, if required, will be conducted by NJDOT BEPR and NJDEP.
- Hazardous waste investigations and studies, if necessary, are to be performed by NJDOT and therefore not include in this scope of services.
- A Design Exception Report is not required and therefore preparation of the same is not included in this scope of services.
- Modifications will not be required to the existing roadway profile or roadway cross slopes. Roadway improvements will be limited to the curb relocation and associated pavement repair strip.
- As this is a Township led project, we do not anticipate the need to establish utility funding and therefore this activity is not included in this scope of services.
- Wayfinding is not included in the project scope.
- Driveway widths and locations will not be modified.
- CADD drawings and design will be produced in AutoCAD C3D.

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

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

Sincerely,

Greenman-Pedersen, Inc.



Dale Foster, P.E.

Senior Project Manager / Assistant Vice President

TOWNSHIP OF WEST ORANGE
Preliminary Engineering
West Orange, Washington Street TAP 2020 Design Assistance
West Orange, Essex County, NJ

PROJECT DESCRIPTION

Malick & Scherer, PC (M&S) will assist GPI in the Preliminary Engineering Phase for the Streetscape Improvement of Washington Street, located in West Orange Township, Essex County, NJ. M&S will be responsible for the preparation of the survey and base mapping documents.

The project limits will extend along Washington Street from its intersection with Main Street to approximately 100 feet SE of High Street, for a total of approximately 1,150 linear with a swath up to approximately 10 feet beyond the ROW or building face where noted. Additionally, the side streets will be surveyed for approximately 100 feet from the centerline intersection with Washington Street as shown on the sketch below. Conventional ground survey will be performed within these limits. A Drainage & Sanitary Survey will be performed, and will include pipe sizes and material, and inverts will be measured during this phase.



The following is a detailed description of tasks to be performed by M&S, broken into Activity numbers as described under the NJDOT Capital Project Delivery Process:

SURVEY & BASE MAPPING

Survey services will be performed by Malick and Scherer, P.C. (M&S). To perform the existing conventional ground field survey along the existing roadway corridor within the project limits, it is assumed that a temporary shadow vehicle or local police/flagman may be required to protect the survey crew and safely maintain the flow of traffic. For the purpose of this proposal, it is assumed that these temporary lane interruptions, if required, will be permitted by the County and the Township between 9:00 am - 3:00 pm Mon-Fri.

TASK 3015 - Prepare Control Survey Report

M&S will prepare a Primary Survey Report in conformance with the most recent and applicable sections of the Procedures Manual and Article 44 of the Consultant Contract. The report will be submitted to the County/Township if required.

The report will include the following:

- The identity, order, class, description, etc. of the monuments and benchmarks used.
- Monuments and benchmarks established.
- System References (NJ State Plane Coordinate System, NAD 1983 & NAVD 1988).
- Survey Equipment including make, model & last calibration date.
- Survey procedures used and rationale (RTK network data, static, redundant vectors, independent occupations), etc.
- Software used to process and adjust the observations.
- Data computations and results.

TASK 3020 - Conduct Topographic Survey

New base mapping will be developed and compiled in an English digital format compatible with AutoCAD Civil 3D. The new base mapping will be based on conventional field topographic survey within the specific survey limits as identified. M&S will perform field survey and mapping for the roadway corridor within the project limits listed above as required to facilitate the project documents. Upon completion of the field survey work, the data and information will be processed and compiled into the Digital Terrain Model (DTM), and an ASCII point file of the survey locations will be created.

Additional survey tasks required are:

Mobilization and Document Research - M&S will mobilize a field crew to perform the indicated survey work. We will coordinate and submit request through the Prime Consultant to the County/Township, requesting all relevant existing plans and documents pertaining to this project.

Permit and MPT Coordination - It is assumed that M&S will not need to prepare or obtain a roadway permit from the Township, County, or State for this project. We will coordinate and schedule the Maintenance and Protection of Traffic sub consultant services and or local Police for temporary lane interruptions as required. Up to 3 days of MPT/Police is included in this proposal as most of the survey effort will focus on areas behind the curb.

Primary Control - M&S will establish horizontal and vertical ground control pairs within the specific project limits tied to the New Jersey State Plane Coordinate System NAD 83 horizontal and NAVD 88 vertical datums based on GPS observations. Primary control points will be located with 3 swing ties. Benchmarks will be established at approximately 500-foot intervals within the specific survey limits as required based on GPS vertical controls. Additionally, M&S will prepare a tie sheet for referenced primary controls.

Ground Survey - M&S will utilize conventional ground survey methods within the previously identified survey limits to perform roadway cross sections at approximately 50-foot intervals along with topographic survey. We will locate visible surface utility hardware, pole numbers and overhead wires, fire hydrants, manholes, catch basins, valves, etc. within the specific survey limits. Locations of buildings that are within the specifies limits including building line, building corners, doorway thresholds, and finish floor elevation at doorway, landings, stoops, etcetera will

be included where possible. The locations of sidewalk joints are not included in this scope of work. ADA curb ramp surveys will not be performed; however significant grade breaks and curb depressions will be located.

Drainage & Sanitary Sewer Survey - M&S will perform a drainage features survey for up to 30 specific structures, as noted in the provided sketches, and obtain locations, grate or rim and invert elevations where possible as part of the Preliminary Engineering survey scope of work.

TASK 3025 - Prepare Base Maps

Base Mapping - The base mapping will be updated to reflect the survey planimetrics and topography for the project within the specific survey limits. Digital files of the base mapping will be updated in AutoCAD Civil 3D format consistent with 1" = 20' scale mapping specifications, with each feature located on its appropriate layer. The planimetric features in 2-D will be correctly recorded in the digital map database and have the correct attributes attached. Editing will be performed in three-dimensional format with respect to symbology, layer structure, line styles, etc. The M&S survey department is very familiar with the Project Delivery Process and all survey work is subjected to a rigorous QA/QC review at milestones throughout the project.

DTM - M&S will update the existing mapping Digital Terrain Model (DTM) for the existing conditions, using pertinent field surveyed information within the survey limits. Surveyed information will be compiled and incorporated into the existing model to complete and finalize the DTM surface, and 1-foot contours will be generated for the base mapping.

Establish Existing Baseline - The existing roadway baseline along Washington Street will be established based on existing documents if possible or assumed, and placed based on existing points surveyed, such as found right of way markers, curb lines, and other identifiable points where possible. For the purpose of this proposal, it is assumed that the County or the Township will provide existing alignment plans, parcel plans and/or as-builts showing the existing baseline and geometry along the Washington Street corridor.

Deed Mosaic and Research - Deeds for properties abutting the Washington Street roadway corridor (up to 30 lots) will be obtained within the survey limits. A property owners list will also be obtained online or from the County/Township. The deeds will be reviewed and plotted. M&S will prepare a deed mosaic AutoCAD file showing the plotted deeds labeled. A listing of the lots along with property owner information will also be compiled. Deed research, analysis and preparation of a deed mosaic will be performed for the existing limits only. Only the most current cover deed will be obtained, a complete Title Search will not be performed for any lots.

Establish Existing ROW - ROW impacts are not anticipated for the proposed improvements. M&S will develop the existing ROW lines for the project within the survey limits, based on obtained deeds and available County/Township plans and tax maps, performing a normal standard of analysis. For the purpose of this proposal, it is assumed that County/Township will provide ROW plans showing the existing ROW along the Washington Avenue corridor. Tasks 3110-Prepare ROW Report, 3115-Initiate ROW Impact Plan or 3120-Hold ROW Kickoff

Meeting are not part of the M&S survey scope for this project, these tasks will not be prepared/performed as part of this scope of work.

Assumptions

Additionally, the following assumptions are made:

- No ADA curb ramp survey is included
- Specific property surveys will not be performed; however visible accessible corner markers within the survey limits will be located.
- If intent to enter letters are required for this project, they will be provided by the Prime Consultant
- Street signs will be located; however, identification or a sign inventory with ID's by MUTCD is not included in this proposal.
- Additional survey beyond the specific limits will not be performed.
- No supplemental as-needed survey will be performed

UTILITY COORDINATION

M&S will perform the utility coordination task for the Preliminary Engineering phase of the project within the limits shown on the project limits map provided by the client. The following scope of work related to utility coordination will be performed in accordance with the NJDOT Capital Project Delivery Procedures and Activity Codes.

Task 3035 - Prepare Utility Base Plans

This task involves reviewing the topographic base mapping and observed surface utility features to establish the base plans for the utility verification request. This task also includes a field visit to create a photo log to verify changes to the existing utilities. The following utility companies are anticipated to be present within the project limits:

- Sanitary Sewer
- Electric
- Gas
- Telephone
- Water
- Cable
- Fiber Optic (2)

Utility verification request letters, along with two (2) sets of utility base plans, will be forwarded to the eight (8) utilities noted above. Each company will be requested to verify their existing facilities and return either as-built or redlined plans. They will also be requested to confirm if any facility upgrades are planned within the project limits. This task additionally includes ongoing follow up and request for responses from the utilities as necessary.

Task 3055 - Update Base Plans and Identify Conflicts (3055)

M&S will update the utility base plans by incorporating the owners' comments/red marks received with respect to the Utility Verification responses. M&S will also incorporate any provided as-builts into the utility base plans and resolve any conflicts with the Utility Verification responses with Utility Owners. The proposed design will be referenced to the existing utility plans and provided to GPI to utilize for identification of potential conflicts.

Assumptions

- Identification of potential conflicts will be performed by others
- Utility relocations, if required, will be performed by others
- Up to eight (8) utility owners are present within the project limits

Township of West Orange
NJDOT Transportation Alternatives Program (TAP) Design Assistance Program
TAP - 2020 - Washington Street Corridor Improvements
PRELIMINARY ENGINEERING FEE SUMMARY
August 29, 2022

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Assistant Tech	Total Hours	Total
Project Management: Scheduling and Coordination	-	\$94.72	\$88.89	\$67.70	\$57.13	\$48.89	\$35.99	\$67.82	\$41.21		
Prepare Survey Control Report	3015	16	2	27	0	0	0	0	0	45	\$3,521.20
Conduct Topographic Survey	3020	0	0	4	0	0	0	0	0	4	\$270.80
Prepare Base Maps	3025	2	0	0	2	0	2	0	0	6	\$375.68
Prepare Horizontal and Vertical Geometry	3030	0	0	0	4	0	8	0	0	12	\$516.44
Prepare Utility Base Plans	3035	2	8	16	25	0	24	0	0	75	\$4,275.77
Send Utility Verification Request Letter	3045	0	0	0	0	10	4	0	0	14	\$632.86
Update Base Plans and Identify Conflicts	3055	0	0	3	0	0	0	0	4	7	\$367.94
Prepare Preliminary Roadway Plans	3070	0	4	8	0	0	16	0	0	28	\$1,473.00
Prepare Preliminary Drainage Design	3085	2	6	16	20	48	48	8	8	156	\$7,895.06
Determine Traffic Engineering Facility Locations	3090	2	6	12	16	32	24	0	0	92	\$4,877.50
Initiate ROW Impact Plan	3115	2	2	12	0	0	20	0	0	36	\$1,899.42
Update Preliminary Detour / Construction Staging Plans	3130	2	2	8	0	18	20	0	0	50	\$2,508.64
Prepare Construction Cost Estimate	3135	0	0	4	8	16	18	0	0	48	\$2,347.34
Prepare Draft PE Report	3160	4	12	16	16	8	0	0	0	12	\$661.92
Township & NJDOT Reviews Draft PE Report	3205	4	0	4	0	16	0	0	0	64	\$4,225.08
Hold Public Information Center	3865	8	0	8	0	16	0	0	4	16	\$1,040.80
Prepare Categorical Exclusion Document	3870	2	4	6	0	0	0	0	0	36	\$2,246.44
Delineate Wetlands	4360	0	0	4	2	24	0	0	0	12	\$951.20
		48	46	152	93	196	184	14	16	36	\$1,965.34
Total Hours		\$4,546.56	\$4,088.94	\$10,290.40	\$5,313.09	\$9,582.44	\$6,622.16	\$949.48	\$659.36		
Total \$											\$42,052.43

Labor	\$42,052.43
x 1.6508 Overhead	\$69,420.16
Fixed Fee (22.5% Labor)	\$9,461.80
Mileage	\$500.00
Printing / Postage / misc.	\$500.00
GPI Total	\$121,934.39

Subconsultants: **M&S (DBE)** (see attached M&S proposal)

Grand Total	\$199,070.68
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Malick & Scherer

Total Hours

Labor	\$31,947.23
x 1.0815 Overhead	\$34,550.93
Fixed Fee (0.225 Labor)	\$7,188.13
Aerial Mapping	\$0.00
SUE	\$0.00
Deed/Map Packets	\$450.00
MPT/Police/Flagman	\$3,000.00
M&S Total	\$77,136.29

**RESOLUTION FOR THE PURCHASE OF HOLMATRO CORE RESCUE SYSTEM
WITH ACCESSORIES THROUGH NJ STATE CONTRACT # 17-FLEET-00820**

WHEREAS, the Township of West Orange Fire Department needs to replace equipment which has reached obsolescence which was purchased 2006-2009; and

WHEREAS, ESI Equipment Inc. is an authorized Holmatro dealer under NJ State Contract #17-FLEET-00820; and

WHEREAS, pursuant to the provision of N.J.S.A. 40A: 11-12, a Contracting Unit may, without advertising for bids, purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury.

NOW BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the purchase of Holmatro Core Rescue System and accessories from ESI Equipment Inc., an authorized dealer for the above referenced contract with a not to exceed amount of \$49,953.97.

BE IT FURTHER RESOLVED, by the Municipal Council of the Township of West Orange that this resolution together with a property executed purchase order shall constitute an agreement between the Township and ESI Equipment Inc., subject to all conditions applicable to the current State Contract.

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

Tammy Williams
Council President

Adopted: December 19, 2023

I hereby certify funds to be available from

Account # 03-2661-21-0100-150
Replacement of Extrication Equipment

John O. Gross
Chief Financial Officer



Reg 31649

11/30/2023

**Holmatro CORE/Battery Rescue Systems Bid Proposal
West Orange Fire Department, New Jersey**

Quantity	Part Description	Price
2	DEMO CORE SR 20PC2** Duo 3-Stage Honda Gas Power Unit, 4-stroke, 3 HP, 52l	\$13,776.84
2	DEMO CORE CU 5050i 7.2" Incline NCT Cutter *** 312,260 lbs Cutting, 35.7 lbs wt	\$11,205.18
2	DEMO CORE SP 5240 28.5" Spreader** 62,947 lbs Spread, 6-LED, 32.8 lbs wt	\$12,382.02
1	DEMO TR 5340 LP Mini Telescopic Ram w/LED Lights & Laser 13"-24", 48,784/22,	\$3,789.45
1	DEMO TR 5350 LP Telescopic Medium Ram w/LED Lights & Laser, 22"-50.6", 48,7l	\$4,705.47
1	DEMO HRS22NCT Ram Support Device	\$471.87
2	DEMO CORE 32 Foot Kevlar Hose ** Orange	\$1,593.90
2	DEMO CORE 32 Foot Kevlar Hose ** Blue	\$1,593.90
3	JYD Hose Bag - Vinyl (Orange, Black, Blue, Green, Red)	\$200.34
	Limited Life-Time Warranty	
	One-Year Service Contract on Above Equipment	
	Delivery & Prep Fee (Includes Fuel)	\$235.00
	TOTAL SALE PRICE	\$49,953.97

* UL Listed Tools

** NFPA Compliant

*** Both UL & NFPA

NJ State Contract #17-FLEET-00820

Bid Prices Valid For 90 Days From Date Of Proposal

Respectfully Submitted,

Gunther "Gunny" Guerra

New Jersey Sales-Service-Training

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>
Fathers Club – SHP	4.20.24 Off Premise Merchandise	120 Northfield Avenue	7853
For Rick Foundation	5.6.23 (revised date) (Tricky Tray)	200 Oval Road	7833

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

Tammy Williams
Council President

Adopted: December 19, 2023

RESOLUTION

WHEREAS, on May 3, 2016, the Township of West Orange (the “Township”) adopted Resolution 121-16 appointing Matrix New World (“Matrix”), with offices at 26 Columbia Turnpike, Florham Park, New Jersey as the Licensed Site Remediation Professional (the “LSRP”) to assist and oversee the investigation and cleanup of certain properties on the Central Avenue (the “Redevelopment Area”) as to the suspected discharge of hazardous substances or hazardous waste; and

WHEREAS, on October 26, 2016, the Township of West Orange (the “Township”) adopted Resolution 228-16 designating the Redevelopment Area as an area in need of redevelopment; and

WHEREAS, the property at 8-10 Central Avenue, Block 9, Lot 32 and the property at 18 Central Avenue, Block 9, Lot 36 on the Township Tax Map (the “Properties”) was included in the Redevelopment Area; and

WHEREAS, on October 2, 2018, the Township acquired title to the Properties; and

WHEREAS, on December 18, 2019, the Township adopted Resolution 299-19 to authorize Matrix to perform the Preliminary Assessment and Site Investigations on the Property utilizing grant funds awarded in the amount of \$63,956.20 by the New Jersey Department of Environmental Protection/New Jersey Economic Development Authority (the “DEP”) Hazardous Discharge Site Remediation Funds (the “HDSRF”) Program; and

WHEREAS, as part of the Preliminary Assessment and Site Investigation of the Property, Matrix prepared a proposed Remedial Investigation Work Plan to finalize the environmental investigation of the Properties so that a plan for Remedial Action can be prepared; and

WHEREAS, on November 10, 2020, the Township adopted Resolution 227-20 which authorized Matrix to prepare and submit an application to the HDSRF Program for grants funds in the amount of \$195,126 to implement the Remedial Investigation of the Properties and prepare a Remedial Action Workplan for the Properties; and

WHEREAS, by letter dated January 27, 2021, the DEP issued a letter to the Township advising that it has approved the application for the \$195,126 grant funds to implement the Remedial Investigation of the Property and prepare a Remedial Action Workplan for the Properties; and

WHEREAS, on February 9, 2021, the Township of West Orange adopted Resolution 31-21 authorizing Matrix to implement the Remedial Investigation of the Properties and prepare a Remedial Action Workplan for the Properties utilizing the \$195,126 HDSRF grant awarded by the DEP; and

WHEREAS, Matrix has submitted to the Township a proposal to implement Remedial Action Activities of the Property and prepare a Remedial Action Reports for the Properties at a rate not to exceed \$4,440,480; and

WHEREAS, to finalize the receipt of the \$3,330,360 HDSRF grant funds to implement the Remedial Action Activities of the Properties and prepare a Remedial Action Reports for the Properties, the Township must: (i) submit to the DEP an application fee in the amount of \$500; and (ii) formally retain Matrix to implement the Remedial Action Activities of the Properties and prepare a Remedial Action Reports for the Properties; and

WHEREAS, Matrix has submitted to the Township a proposal to implement the Remedial Action Activities of the Property and prepare a Remedial Action Reports for the Properties at a rate not to exceed \$4,440,480, Exhibit “A” annexed hereto.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and is hereby authorized to retain Matrix to implement the Remedial Action Activities of the Properties and prepare a Remedial Action Report for the Properties utilizing the \$3,330,360 HDSRF grant awarded by the DEP pursuant to the proposal annexed hereto as Exhibit “A;” and be it further

RESOLVED, that the Mayor is hereby authorized to execute the acceptance of the Proposal annexed hereto as Exhibit “A,” and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Tammy Williams
Council President

Adopted: December 19, 2023

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

Via Email (JGross@westorange.org & zcarballo@westorange.org)

February 1, 2023

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: John Gross & Zayibeth Carballo

**RE: REMEDIAL ACTION ACTIVITIES
SELECTO FLASH INCORPORATED (FORMER)
18 CENTRAL AVENUE
BLOCK 9, LOT 36
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SRP PI NO. 027054
MATRIX NO. 17-296**

**BIDDELMAN, INC (FORMER)
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SRP PI NO. G000006148
MATRIX NO. 18-286-01**

Dear Ms. Carballo and Mr. Gross:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for environmental services for the completion of remedial action activities at the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey (Block 9; Lot 36) and the Biddelman property located at 4-10 Central Avenue, West Orange, New Jersey (Block 9, Lot 32). The Township of West Orange (Township) has previously prepared and submitted a Hazardous Discharge Site Remediation Fund (HDSRF) grant to the New Jersey Economic Development Authority (NJEDA) and New Jersey Department of Environmental Protection (NJDEP) for this work. This grant application has been approved by the NJEDA and the monies to complete the remediation are available.

The scope of this project includes the completion of Remedial Action (RA) activities and the preparation of a Remedial Action Reports (RAR) and Site-Wide Response Action Outcomes (RAO), if remediation is complete for the referenced Sites above (Selecto Flash and Biddelman). The RA is scoped to comply with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, and applicable NJDEP Guidance Documents. Oversight of remedial activities will be conducted by a Matrix Licensed Site Remediation Professional (LSRP).

The proposed RA will include excavation and off-site disposal of all impacted soils with trichloroethene (TCE), tetrachloroethene (PCE), and vinyl chloride that exceed the NJDEP's Residential or Non-Residential Direct Contact Soil Remediation Standards (RDCSRS or NRDCSRS) and the Default Impact to Groundwater Soil Screening Levels (IGWSSL) (Selecto Flash Site) and NJDEP Residential Inhalation Exposure Pathway Soil Remediation Standards (RISRS), Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (RIDSRS), and/or Migration to Groundwater Exposure Pathway Soil Remediation Standards (MGWSRS) (Former Biddelman Site) within the unsaturated zone. Prior to initiating the RA activities, New Jersey One Call will be notified, all permits will be obtained, and a Soil Erosion and Sediment Control (SESC) Plan will be completed and submitted to the Essex County

Soil and Water Conservation District (SWCD) in accordance with N.J.A.C. 7:26E-5.6. All approved SESC measures will be installed prior to the start of the RA activities. Post remediation groundwater monitoring will be conducted to monitor the effectiveness of the RA. The following sections describe each of these remedial tasks in more detail.

SCOPE OF SERVICES

The scope of services and associated fee is described in detail below:

Task 1: Selecto Flash Soil Remediation

Excavation will be required to remove the impacted soils above the NJDEP's RDCSRS and NRDCSRS in "Hot Spot" areas on the Selecto Flash Site. Based on existing data, five hot spot excavations are anticipated and include:

- Hot Spot Areas 1 and 2 - AOC-2A – French Drain Excavation: 50 ft by 10 ft by 4 ft (74 cubic yards) and 15 ft by 5 ft by 8 ft (22 cubic yards), approximately 120 cubic yards;
- Hot Spot Areas 3 and 4 - AOC-2B - Floor Drain in Wash/Rinse Room Excavation: 26 ft by 35 ft by 6 ft (202 cubic yards), approximately 202 cubic yards; and
- Hot Spot Area 5 - AOC-4 – Drum Storage Pad, AOC-10C – Paint and Solvent Storage Building, and AOC-11 – Staining on Drum Storage Pad: 55 ft by 45 ft by 7.5 ft (687.5 cubic yards), approximately 688 cubic yards.

A total of 986 cubic yards or 1,479 tons of F-listed waste will need to be excavated and disposed of off-site. Matrix has added a 15% contingency on the (1) hot spot excavation volume as the soil expansion factor and (2) to the number of post excavation samples collected. The disposal of 1,133 cubic yards or 1,700 tons of F-listed waste is budgeted. Due to the most economical option, the F-listed waste will be transported to a facility in Canada and the costs per ton for disposal at this facility is expected to be between \$275 and \$300 per ton with 10% markup from the subcontractor. To be conservative, Matrix has used the \$300 per ton in the budget for disposal of the F-listed waste. Finally, the disposal facility has a surcharge of \$360 per load (flat fee to go through a TSDF with an export permit in place) and \$35 per truckload EPA manifest upload fee with a 10% markup from the subcontractor. This cost has been included.

Matrix will direct soil excavation activities at the "Hot Spot" areas using the historic data and visual and olfactory observations with a calibrated photo-ionization detector (PID) [MiniRae parts per billion (ppb) meter]. Upon the completion of the soil excavation activities, post excavation samples will be collected in accordance with the NJDEP TRSR. Up to 40 soil samples will be collected from the "Hot Spot" excavations including side wall and base samples. Post-excavation soil samples (for VOC analysis only) will be collected from the excavation sidewalls in accordance with NJDEP regulation and guidance at a rate of one sample location per 30 feet of sidewall. Bottom samples will be collected in accordance with NJDEP regulation and guidance at a rate of one sample per 900 square feet. In addition, up to 5 waste classification soil samples will be collected and analyzed per the facilities requirements. The disposal facility also requires the collection and analysis of one sample by a Canadian certified lab at a cost of \$1,500 plus shipping to Canada.

Following the remediation and post-excavation soil sampling activities, the excavation will be backfilled and compacted to grade with certified clean fill. All excavation activities will be documented in the form of photographs, field measurements referencing existing site features, and completion of applicable field forms. Before beginning excavation activities, the "Hot Spot" areas to be excavated will be clearly marked with the horizontal limits. Removal of impacted soils will be verified by post excavation sampling, which will be compared to the NJDEP's RDCSRS, NRDCSRS, DIGWSSL, and SSIGWSRS, where applicable.

Task 2: Biddelman Soil Remediation

Excavation will be required to remove the impacted soils at the Site above the NJDEP RISRS, RIDSRS, NRISRS, and/or NRIDSRS in "hot spot" areas on the Former Biddelman Site. In addition, some impacted soils at the Site above the NJDEP MGWSRS will be required to be excavated in order to help clean up groundwater or due to proposed redevelopment plans. Based on existing data, seven hot spot excavations are anticipated:

- Hot Spot Area 1 - AOC-3 – Floor Drains Excavation: 35 ft by 16 ft by 8 ft (165.9 cubic yards), approximately 166 cubic yards;
- Hot Spot Area 2 – AOC-1 – Former 4,000-gallon PCE AST Excavation: 50 ft by 25 ft by 15 ft (694.4 cubic yards), approximately 695 cubic yards;
- Hot Spot Area 3 – AOC-6C – NJDEP Case No. 17-04-20-1128-26 and AOC-15 – Former Operations Excavation: 40 ft by 60 ft by 8 ft (711.1 cubic yards), approximately 711 cubic yards;
- Hot Spot Area 4 – AOC-15 – Former Operations Excavation: 20 ft by 10 ft by 7.5 ft (55.5 cubic yards), approximately 56 cubic yards;
- Hot Spot Area 5 – AOC-15 – Former Operations Excavation: 70 ft by 75 ft by 9 ft (1,750 cubic yards), approximately 1,750 cubic yards;
- Hot Spot Area 6 – AOC-15 – Former Operations Excavations: 40 ft by 25 ft by 4 ft (148.1 cubic yards), approximately 148 cubic yards.
- Area 7 - Off-Site Hot Spot Area – AOC-18 – Off-site Soil Contamination: 35 ft by 10 ft by 8 ft (103.7 cubic yards), approximately 104 cubic yards.

A total of 3,630 cubic yards or 5,445 tons of F-listed waste will need to be excavated and disposed of off-site. Matrix has added a 15% contingency on the (1) hot spot excavation volume as the soil expansion factor and (2) to the number of post excavation samples collected. The disposal of 4,175 cubic yards or 6,260 tons of F-listed waste is budgeted. Due to the most economical option, the F-listed waste will be transported to a facility in Canada and the costs per ton for disposal at this facility is expected to be between \$275 and \$300 per ton with 10% markup from the subcontractor. To be conservative, Matrix has used the \$300 per ton in the budget for disposal of the F-listed waste. Finally, the disposal facility has a surcharge of \$360 per load (flat fee to go through a TSDF with an export permit in place) and \$35 per truckload EPA manifest upload fee with a 10% markup from the subcontractor. This cost has been included.

Matrix will direct soil excavation activities at the “Hot Spot” areas using the historic data and visual and olfactory observations with a calibrated PID [MiniRae parts per billion (ppb) meter]. All excavation activities will be documented in the form of photographs, field measurements referencing existing site features, and completion of applicable field forms. Before beginning excavation activities, the area to be excavated will be clearly marked with the horizontal limits. Since a few of the hot spot areas have been delineated using extrapolation due to safety concerns (drilling in an abandoned building), post excavation soil sampling will be completed to ensure removal of all impacted soils above the NJDEP RIDSRS, RISRS, and SSMGWSRS. Post excavation samples will be collected in accordance with the NJDEP TRSR. Up to 75 soil samples will be collected from the “Hot Spot” excavations including side wall and base samples. Post-excavation soil samples (for VOC analysis only) will be collected from the excavation sidewalls in accordance with NJDEP regulation and guidance at a rate of one sample location per 30 feet of sidewall. Bottom samples will be collected in accordance with NJDEP regulation and guidance at a rate of one sample per 900 square feet. In addition, up to 12 waste classification soil samples will be collected and analyzed per the facilities requirements. The disposal facility also requires the collection and analysis of two samples by a Canadian certified lab at a cost of \$3,000 plus shipping to Canada.

Excavated soils will be staged on plastic and covered with plastic at the conclusion of each day of excavation and stockpiling. Following facility approval, soils will be transported off-site and properly disposed. Following the remediation and post-excavation soil sampling activities, the excavation will be backfilled and compacted to grade with certified clean fill.

Following post-excavation soil sampling activities and before selected hot spot excavations are backfilled, an amendment (ABC+) will be introduced into the excavation to accelerate the reduction groundwater concentrations above NJDEP Class II-A GWQS. Redox Tech’s ABC+ is an emulsified vegetable oil and fatty acid ester product for anaerobic bioremediation. ABC+ also contains a phosphate buffer to maintain the pH in the optimal range for complete biodegradation. Subsequent to ABC+ introduction into the excavation, zero valent iron (ZVI) will be blended into the bottom of the excavation. ZVI will abiotically reduce chlorinated compounds and accelerate the decrease of dissolved oxygen and oxidation reduction potential favorable for in situ biodegradation. The excavations

will then be backfilled as discussed above. A Permit by Rule (PBR) Authorization Request will be applied for with the NJDEP in order to add the above amendments to the bottom of the selected hot spot excavations.

For residual VOC impacts (VOC impacts below residential soil remediation standards but above MGWSRS), engineering controls (i.e., capping) will be required to preclude infiltration of precipitation as required by NJDEP Capping of Volatile Contaminants for the Impact to Ground Water Pathway (January 2019, Version 1.1). Engineering controls will consist of future asphalt and/or concrete paving, and building coverage related to the planned future Site development which will provide protection from direct contact with contaminated soils and prevent leachate forming that could impact groundwater quality. Current redevelopment plans for the Site, consists mostly of an asphalt paved parking lot; however, at the east corner of the Biddelman Site limited grass/permeable areas are planned. All soil above site specific MGWSRS values will be excavated from this area in order to preclude any future impact to groundwater quality. Please note that the costs of the asphalt cap are not included in these costs as the NJDEP/HDSRF position is that the capping activities would be considered redevelopment costs.

Task 3: Selecto Flash and Biddelman Historic Fill Material Remediation

Engineering controls (i.e., capping) will consist of future asphalt and/or concrete paving, landscaping, and building coverage related to the planned future Site development which will provide protection from direct contact with contaminated soils and prevent migration of contaminants. Costs associated with capping the properties are not included in this proposal as the NJDEP/HDSRF position is that these costs are associated with “preparing the Site for redevelopment and are not considered to be “remediation of a discharge”, therefore is not covered as part of the Remedial Action Grant. The LSRP oversight costs associated with this task are included in Task 6 – LSRP Oversight and Project Management below.

Task 4: Selecto Flash and Biddelman Groundwater Remediation

One pre-remediation round of groundwater samples will be collected from all Selecto Flash monitoring wells (MW-1R, MW-1DS, MW-3R, MW-4, MW-4D, MW-5R, MW-7, and MW-8R), Biddelman monitoring wells (MW-1, MW-1D, MW-2, MW-2D, MW-12, MW-12D, and MW-13), and off-site monitoring wells (MW-6, MW-9, MW-9D, MW-10, MW-11, and MW-11D). The groundwater samples will be collected from the on-site and off-site monitoring wells via low flow sampling technique or volume average sampling technique. During purging, field measurements including depth to groundwater, dissolved oxygen (DO) content, turbidity, pH, temperature, conductivity, and ORP will be collected for all monitoring wells. The groundwater samples will be analyzed for TCL VOCs+15. For QA/QC purposes, one duplicate sample and up to three field blanks will be collected and analyzed for TCL VOCs+15. One trip blank sample will be collected for TCL VOCs+15 analysis, per groundwater sampling event. This sampling event will serve two purposes including establishing pre-remediation baseline concentrations and evaluating which wells should be included in the post-remediation sampling program.

Upon completion of the source soil remediation activities, a long-term quarterly groundwater monitoring program will be implemented to monitor the effectiveness of the remedial action and to evaluate the viability of a monitored natural attenuation (MNA) remedy for groundwater. A total of eight quarters of groundwater sampling will be completed for monitoring for statistical trend analysis via the sampling method described above. The groundwater CEAs for VOCs will be re-evaluated and modified as necessary, with details included with an application for a Groundwater RAP for each Site.

During RI, the horizontal extent of PCE/TCE concentrations were extrapolated, therefore additional monitoring wells will be installed to confirm the extent of impacted groundwater associated with the Biddelman property. In addition, a few of the monitoring wells will need to be abandoned during the soil remediation activities and therefore re-installed. The installation of up to eight shallow monitoring wells, up to six deep monitoring wells, and abandonment of up to 11 monitoring wells are budgeted. The cost also include the management and disposal of the soil cuttings, well development water, and groundwater sampling purge water for all the monitoring wells installed and sampled on the Site. The disposal of non-hazardous investigative derived waste (IDW), up to 50, 55-gallon drums, is included in this cost. Following the installation of any additional monitoring wells, the wells will be surveyed by a New Jersey Licensed Surveyor.

Task 5: Selecto Flash Vapor Mitigation System

PLEASE NOTE, that the NJDEP/HDSRF position is that the Vapor Mitigation System (VMS) is not related to “preparing the Site for redevelopment” and is not considered to be “remediation of a discharge” and therefore is not covered as part of the Remedial Action Grant. However, based on the groundwater analytical results, historic vapor intrusion sampling, and the NJDEP regulations, a Vapor Mitigation System will be required to be installed on the proposed building during construction by the redeveloper. No costs are associated with this task and no funding will be able to be received through the HDSRF for the VMS.

Task 6: LSRP oversight and Project Management

The Quality Assurance Project Plan (QAPP) will be revised pursuant to N.J.A.C. 7:26E-2.2 and the site-specific Health and Safety Plan (HASP) will be revised with all requirements of 29 CFR 1910.120 and other applicable OSHA requirements.

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

Task 7: Remedial Action Report and associated forms

The remediation activities will be reported as part of the Remedial Action Reports (RAR), one Report for each property. The report will be prepared in accordance with N.J.A.C. 7:26E-5.7. The RARs will discuss the remediation, the results of the post excavation and post remediation sampling, and will include the following:

- A summary of all remediation performed, associated disposal documentation, and clean fill certification;
- Results of all analyses, copies of laboratory data sheets and conversion of the laboratory deliverable to the required electronic data deliverables pursuant to N.J.A.C. 7:26E-2.1;
- A summary table of analytical methods and quality assurance indicators pursuant to N.J.A.C. 7:26E-2.2;
- Sample summary tables of all analyses, including sample location, media, sample depth and field and lab identification numbers pursuant to N.J.A.C. 7:26E-3.13(c)3. The summary tables will identify contaminant concentrations exceeding the applicable remediation standards, samples with elevated reporting limits (RLs) exceeding their applicable remediation standard will be identified and explained, and the remaining requirements pursuant to N.J.A.C. 7:26E-3.13(c)3 will be met;
- Field data from each sampling point, including field instrument readings for each sample will be generated and presented in the Summary Report;
- Figures will be prepared indicating the areas of remediation and post excavation samples. Figures will identify contaminant exceedances above their respective remedial standard by contaminant and depth;
- An updated QAPP prepared pursuant to N.J.A.C. 7:26E-2.2; and
- Submit a completed case inventory document worksheet and other NJDEP required forms.

The purpose of the RA is to complete remedial actions that will prevent further exposure of any receptor to residual contamination and include a presumptive remedy consistent with Table 5-1 Presumptive Remedies for Soil Contamination at Schools, Child Care Centers and Residences. The remedial action for the historic fill material and any VOC residual impacts underlain at the Sites will include filing a Deed Notice pursuant to N.J.A.C. 7:26C-7.2 and Remedial Action Permit (RAP) for Soil. Based on the post remedial monitoring of the groundwater, the CEAs will be modified as necessary and included with an application for a RAP-Groundwater. Long term monitoring and maintenance requirements will be set forth in the Deed Notice, RAP-Soil, and RAP-Groundwater. The Township of West Orange is an exempt entity under N.J.A.C 7:26C-7.10(c) and is not required to establish Financial Assurance.

COSTS

The following are our fixed fee costs for the tasks described herein. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – Selecto Flash Soil Remediation	\$873,000
Task 2 – Biddelman Soil Remediation	\$2,887,000
Task 3 – Selecto Flash and Biddelman Historic Fill Material Remediation ...	\$Costs associated with redevelopment
Task 4 – Selecto Flash and Biddelman Groundwater Remediation	\$202,480
Task 5 – Selecto Flash Vapor Mitigation System	\$Costs associated with redevelopment
Task 6 – LSRP oversight and Project Management	\$368,000
Task 7 – Remedial Action Report and Associated Forms	<u>\$110,000</u>
Total Fixed Fee Cost for Scope of Work	\$4,440,480

75% of Remedial Action Cost Covered by Grant\$3,330,360

**25% of Remedial Action Costs to be Contributed by
the Township.....\$1,110,120**

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

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

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

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

PAYMENT SCHEDULE

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

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

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

Sincerely,

Allison Molnar

Allison Molnar
Project Manager

Mark Sprengel

Mark Sprengel, LSRP
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

**ATTACHMENT 1
TERMS AND CONDITIONS**

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity. Matrix shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and CLIENT's consultants.

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

Unless otherwise specifically provided in this agreement, Matrix and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations, and all other material prepared by Matrix and its consultants in connection with the specific project, including those in electronic form, are Instruments of Service to be used solely with respect to this Project. Matrix and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.

Upon execution of Agreement, Matrix grants to CLIENT a non-exclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using, and maintaining the Project, provided that CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. CLIENT shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of Matrix.

Any unauthorized use and/or use of the Instruments of Service in violation of this Agreement, shall be at CLIENT'S sole risk and without liability to Matrix and its consultants, and CLIENT shall defend and indemnify MATRIX and its consultants against any claim and damages arising from such unauthorized use. The terms of this Section shall apply unless and until it is adjudged by a court of competent jurisdiction that CLIENT rightfully terminated this Agreement for cause under Section 19.

If and upon the date that Matrix is adjudged in default of this agreement by a court of competent jurisdiction, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting CLIENT to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

If set forth in the Proposal, the Instruments of Service shall become the co-owned property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the Proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

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

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is

to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

Matrix will conduct the research that in our exclusive professional opinion is a reasonable precaution to locate utility lines and other man-made objects that may exist beneath the project site surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utilities or other subsurface objects, and therefore the CLIENT agrees to release, hold Matrix harmless and indemnify and pay for damages to underground utilities/structures and/or other damages related to construction activities, worker health/safety, schedule delays, etc. Which may be attributable to underground objects which are not identified by the CLIENT or third parties or correctly shown on plans furnished by the CLIENT or third parties.

In the event that the services provided by Matrix are for renovations and/or addition to an existing structure, there may exist existing conditions which cannot be identified or verified without expending great sums of money and/or destroying portions of the building. CLIENT agrees that Matrix shall not be responsible for damages or additional costs which arise out of hidden conditions not identified and/or located by Matrix.

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

Matrix shall not have control over or charge of and shall not be responsible for the acts or omissions of CLIENT and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work. Matrix shall not supervise, direct or have control over the contractor(s) work, nor shall Matrix have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. Matrix neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s) failure to furnish or perform its (their) work in accordance with the applicable contract documents.

When provided, and unless otherwise expressly provided in the Scope of Services, field visits are to observe the progress and general quality of the work completed by the contractor. Unless expressly stated otherwise, such visits and observation are not intended to be an inspection of the quality or quantity of the Contractor's work but rather are solely intended to allow this office to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction Documents directly related to this office's scope of services. During or as a result of these site visits, this office shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Unless required in this Agreement, material testing and inspection shall be provided by a material testing and testing agency retained by others.

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

CLIENT shall require the contractor(s) hired for the project to maintain general liability Insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds.

Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any damages (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of Matrix in the performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any damages, (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of the CLIENT, or anyone directly or indirectly employed by the CLIENT, in the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, consultants (including subcontractors) be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any parent, subsidiary or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents. Any provision in this Agreement that inures to the benefit of Matrix shall also inure to the benefit of Matrix's officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.
- E. Matrix and CLIENT agree that, to the extent any damages are covered by property insurance during construction, or afterwards, Matrix and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Matrix and CLIENT, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- F. CLIENT recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by Matrix or as a result of the other professional services performed or furnished by Matrix under this Agreement, and that Matrix is not responsible for the costs associated with these Change Orders to the extent Change Orders include any cost that CLIENT would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Construction Documents.
- G. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault of Matrix(in whole or in part), including but not limited to negligence, strict liability or breach of contract of Matrix.

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

Matrix and CLIENT shall not assign the Agreement in whole or part without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, including full payment of all sums due for services rendered. Matrix shall only execute consents reasonably required to facilitate such assignment. Matrix in no way is prohibited from retaining consultants or subcontractors, or persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

Nothing in this Agreement shall be construed to create a cause of action in favor of any third parties, it being the express intent not to create any third-party beneficiaries to this Agreement..

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW AND VENUE

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for any other claims related to the Agreement. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Morris County.

**ATTACHMENT 2
FEE SCHEDULE**

MATRIX **NEW** WORLD

Engineering Progress

2023 FEE SCHEDULE

TITLE	HOURLY RATE
Subject Matter Expert/Witness	\$300.00
Executive Engineer	\$275.00
Senior Technical Director	\$250.00
Senior Project Manager	\$225.00
Technical Director	\$210.00
Senior Technical Manager	\$200.00
Project Manager	\$190.00
Senior Project Professional	\$180.00
Project Professional	\$170.00
Senior Project Specialist	\$165.00
Project Specialist	\$160.00
Senior Technical Professional	\$150.00
One-Man Robotic Crew	\$140.00
Senior Technical Specialist	\$135.00
Technical Specialist	\$125.00
Senior Data/Field Specialist	\$115.00
Second Survey Crew Member	\$115.00
Data/Field Specialist	\$110.00
Senior Technical Assistant	\$100.00
Technical Assistant	\$95.00
Junior Technical Assistant	\$90.00
Junior Data/Field Technician	\$80.00
Data Entry Specialist	\$70.00

2023 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.50/sheet
Black & White Copy 24 x 36	\$3.00/sheet
Black & White Copy 30 x 42	\$4.50/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$30.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$30.00/sheet
Mylar 30 x 42	\$50.00/sheet
Robotic per diem	\$275.00
Scanner per diem	\$425.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

**RESOLUTION AUTHORIZING
COMPETITIVE CONTRACTING PROCESS**

This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to State Statute. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.

WHEREAS, the Township of West Orange (the “Township”) is in need of Economic Development Consultant; and

WHEREAS, the Township seeks the services of a professional and experienced Economic Development Consultant firm to function as the Township’s Economic Development Consultant; and

WHEREAS, under the Local Public Contracts Law (the “LCPL”) N.J.S.A. 40A:11-4.1 (m) authorizes the Township to utilize competitive contracting in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the needs of the Township; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing to utilize competitive contracting in order to initiate the process.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Township be and hereby authorized to utilize competitive contracting to solicit and review proposals for the contract for Economic Development Consultant.

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

Tammy Williams
Council President

Adopted: December 19, 2023

Business Development Coordinator (Consultant)

Description: Under the supervision of the Township of West Orange Mayor and Business Administrator, the Township wishes to engage a professional consultant to provide Economic Development Consulting and Support services supporting programs that market and promote West Orange as a competitive meeting, and leisure destination, and as a strategic location for business and investment by promoting business retention and expansion, supporting redevelopment, promoting new marketing and research that strengthens and broadens commercial, retail, and tourism sectors. Assess existing business conditions and inventory, environment and challenges, and assist appropriate Township partners with implementing recommendations.

Scope: The successful proposer will be required to performs high level executive support, planning, project management and other support functions for the Township including, but not limited to:

- Assist the Township in the development, implementation, and evaluation of its Business Retention and Expansion goals and objectives;
- Advise the municipality on economic development strategies to garner investment and transformative growth using best practices for redevelopment, historic preservation, business retention and attraction, and creative placemaking;
- Propose protocols, regulations, and amendments thereto, to attract and facilitate new business development;
- Research and recommend incentives to attract new business development;
- Implement the strategies through a smart growth approach and the use of proven NJ Development and Redevelopment tools;
- Act as a liaison to investors and developers including developer negotiations under the direction of the Mayor and/or the Business Administrator;
- Assist the Department of Planning and Zoning with planning and implementation activities necessary to continue to advance the goals and objectives of the West Orange Master Plan and zoning ordinances;
- Assist appropriate Township partners with developer negotiations and coordinated approval of projects as directed by the Mayor and/or the Business Administrator;
- Provide on-going oversight and coordination of development projects in West Orange as assigned and/or directed by the Mayor or Business Administrator;
- Provide support activities relative to transportation and other infrastructure initiatives in the State to ensure maximum participation by and benefit to the Township of West Orange; (needs additional clarity. May be costly if intent is to help commuter transportation to NYC, Newark, etc. with novel modes of transportation or expanding current modes)
- Provide for the development and use of comprehensive data and research including developing and maintaining current economic and demographic information; demographic and economic data and other information used to respond appropriately to inquiries and requests about the Township's business economics. Specifically determine strengths and weaknesses of commercial corridors through an evaluation of existing business inventory, analyze industry clusters and major employers in West Orange, establish a "One-Stop Shop" for current and prospective business stakeholders

- Work with the Township Administration to build and maintain a database of information about businesses and major employers in West Orange.
- Conduct a Retail gap analysis to determine which types of businesses are lacking, which types are overrepresented, and proper responses to each category
- Create an “Action Plan” focused on boosting town wide Economic Development
- Coordinate the preparation of a 5-year economic development strategic plan to capitalize on existing economic opportunities, suggesting potential solutions to existing economic development challenges, proposing activities, projects, and programs meant to implement goals set forth in the plan. The final plan shall include specific recommendations for implementation of these activities.
- Review the Master Plan annually and propose amendments that foster community and neighborhood economic growth, complete and green streets.
- Collaborate with Township’s grant writers to bolster economic growth.

Credentials: The successful Proposer must demonstrate that he/she has:

- Licensed and Nationally Certified Planner with an Earned a Bachelor’s degree in Business or Public Administration, Economic Development, Finance, Economics, Urban Development, Marketing, Planning or a closely related field from an accredited college or university, a Master’s Degree from an Accredited College or University in Urban Planning is preferred; and/or,
- Five (5) or more years of relevant experience in roles that demonstrate a proven ability to communicate, manage multiple projects, overcome obstacles, and work effectively in a fast-paced environment or any combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the duties and responsibilities of the job; and/or,
- A background in Municipal economic development strategy, Real estate development negotiations, Redevelopment Planning, Public engagement and Government Relations & approvals; and/or,
- Maintained current knowledge of economic trends and activities impacting West Orange’s competitiveness; stays current on issues and trends that affect economic development partners, companies, and investment activity; maintains a pulse of general economic development priorities and trends; and/or,
- Developed and maintained professional business relationships with clients, brokers, consultants, site selectors and allies regionally, nationally, and internationally through personal contact and participation in professional industry related organizations; and/or,
- A State of New Jersey Professional License in an abovementioned field of study including, but not limited to the Law and/or Planning.

Consultant Proposal:

Flat Fee per month _____

**Resolution of Support from Local Governing Body Authorizing the
2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program Application**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, the Township of West Orange strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Township of West Orange is participating in Sustainable Jersey; and

WHEREAS, one of the purposes of Sustainable Jersey is to provide resources to municipalities to make progress on sustainability issues, and they have created the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program to help increase energy efficiency for residents, businesses, and municipal facilities. This Program includes a Sustainable Jersey Start-up Grant funded by PSE&G in the amount of \$2,500 for first-time participants.

WHEREAS, the Township Council of the Township of West Orange has determined that the Township apply for the aforementioned 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program and \$2,500 Start-up Grant (one-time per municipality upon entering the Program).

WHEREAS, the Township of West Orange, applying for the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, will provide staff support for all activities related to the Sustainable Jersey-PSE&G Energy Efficiency Partnership Program, including providing outreach to help residents and local businesses save energy and lower their utility bills, lower emissions in municipal buildings, encourage community members to take advantage of energy efficiency incentive programs; and will

- Identify one or more staff to serve as primary contacts for Sustainable Jersey for the projects selected (e.g. outreach campaigns; energy efficiency in municipal facilities)
- Provide access to utility bills and other energy records as needed for the project (energy efficiency in municipal facilities)
- Commit to attend a virtual kick-off event and other virtual trainings (energy efficiency outreach campaigns)
- Provide support from relevant finance, facility, and other staff as needed for project implementation

NOW IT THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, State of New Jersey, authorizes submission of the aforementioned application to the 2023 Sustainable Jersey-PSE&G Energy Efficiency Partnership Program.

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

Tammy Williams
Council President

Adopted: December 19, 2023

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED
TAXPAYER DUE TO AN OVERPAYMENT OF TAXES DUE TO A VETERAN TAX DEDUCTION**

WHEREAS, certain West Orange property owners have been granted a veteran tax deductions for the year 2023 and;

WHEREAS, such West Orange property owners have overpaid taxes for the year 2023; and Property owners are entitled to refunds to the extent of such overpayment; and

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 2023 taxes.

Block	Lot	Name & Address	Amount
164	21 C0022	John E. Harm 22 Larkin Circle West Orange, NJ 07052	\$250.00

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

Tammy Williams
Council President

Adopted: December 19, 2023

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

**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;

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 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
179.12	39	Gail Henning 2 Midro Way West Orange, NJ 07052	\$2,645.64

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

Tammy Williams
Council President

Adopted: December 19, 2023

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO A VETERAN EXEMPTION**

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

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 homeowners the tax refunds due:

Block	Lot	Qual	Owner's Name & Address	Amount
133	31		Kevin Maguire & Heidi Vanderhoff 10 Watson Avenue West Orange, NJ 07052	\$1,726.20
TOTAL AMOUNT:				\$1,726.20

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

Tammy Williams
Council President

Adopted: December 19, 2023

I hereby certify funds are available from:

Account No.

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) issued a Request for Bid Proposal for the award of a Contract for Janitorial Maintenance Services (the “Agreement”) at several municipal buildings including West Orange Town Hall, West Orange Police Building, West Orange Senior Health Center, Department of Public Works/Engineering, Department of Recreation, West Orange Police Valley Road, and West Orange Police Washington Street Sub Station; and

WHEREAS, on November 28, 2023, the Township received eleven (11) bids in response to the Request for Bid Proposal including bids from:

- (1) Neat Freekz from Newark, New Jersey with a bid price of \$75,416 per year with additional optional hourly rates of \$35 per hour for buffing floors and \$23 per hour for shampooing carpeting;
- (2) Hudson Community Enterprises from Jersey City, New Jersey with a bid price of \$205,000 per year, with additional optional hourly rates of \$30.00 per hour for buffing floors and \$30.00 per hour for shampooing carpeting
- (3) AAA Facility Solutions LLC from Randolph, New Jersey with a bid price of \$172,250 per year, with additional optional hourly rates of \$29.50 per hour for buffing floors and \$29.50 per hour for shampooing carpeting
- (4) S.J. Services, Inc. from Danvers, Massachusetts with a bid price of \$159,336 per year, with additional optional hourly rates of \$32.00 per hour for buffing floors and \$32.00 per hour for shampooing carpeting
- (5) ACB Services from Cream Ridge, New Jersey with a bid price of \$110,000 per year, with additional optional hourly rates of \$24.95 per hour for buffing floors and \$24.95 per hour for shampooing carpeting
- (6) Cristi Cleaning Services from Hackensack, New Jersey with a bid price of \$209,700 per year, with additional optional hourly

rates of \$35.00 per hour for buffing floors and \$45.00 per hour for shampooing carpeting

(7) Service Master TBS from Bellmawr, New Jersey with a bid price of \$186,264 per year, with additional optional hourly rates of \$65.00 per hour for buffing floors and \$65.00 per hour for shampooing carpeting

(8) PJ Building Cleaning, LLC (“PJ Cleaning”) from Hackensack, New Jersey with a bid price of \$61,900 per year, with additional optional hourly rates of \$30.00 per hour for buffing floors and \$30.00 per hour for shampooing carpeting

(9) One Total Cleaning Services, LLC from Plainfield, New Jersey with a bid price of \$138,364 per year, with additional optional hourly rates of \$55.00 per hour for buffing floors and \$45.00 per hour for shampooing carpeting;

(10) Nationwide Cleaning from Jersey City, New Jersey with a bid price of \$127,618.80 per year, with additional optional hourly rates of \$45.00 per hour for buffing floors and \$65.00 per hour for shampooing carpeting; and

(11) A1 Cleaning from Farmingdale, New York with a bid price of \$279,900 per year, with additional optional hourly rates of \$38.00 per hour for buffing floors and \$47.00 per hour for shampooing carpeting; and

WHEREAS, PJ Cleaning submitted the lowest bid at an annual rate of \$61,900 in response to the Township’s Request for Bid Proposal for award of the Agreement pursuant to the terms set forth therein and annexed hereto as Exhibit “A;”

WHEREAS, the term of the Agreement shall be for a term of two (2) years with an option to extend the Agreement for one additional year; and

WHEREAS, the Agreement incorporates the terms and conditions set forth in the Township’s Request for Bid Proposal and PJ Cleaning’s bid in response to the Request for Bid Proposal.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township shall award the Agreement to PJ Cleaning consistent with the terms and conditions set forth in the Agreement, annexed hereto as Exhibit “**A;**” and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement on behalf of the Township and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED, that the original of the Agreement between the Township and PJ Cleaning shall be maintained in the Municipal Clerk’s office.

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

Tammy Williams
Council President

Adopted: December 19, 2023

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

John Gross, Chief Financial Officer

AGREEMENT FOR JANITORIAL MAINTENANCE SERVICES

THIS AGREEMENT made and entered into on this 13th day of December, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “**TOWNSHIP**”, part of the first part, and **PJ BUILDING CLEANING, LLC**, a New Jersey limited liability company with offices at 389 Main Street, #311, Hackensack, New Jersey 07601, hereinafter referred to as “**PJ CLEANING**”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Township issued a Request for Bid Proposal, (the “**SPECIFICATIONS**”) seeking to award a Contract for Janitorial Services at eight (8) buildings owned and operated by the **TOWNSHIP**; and

WHEREAS, the Specifications set forth the terms and conditions of the Janitorial Services to be performed under this agreement; and

WHEREAS, on November 28, 2023, **PJ CLEANING** submitted a bid in response to the **SPECIFICATIONS** (the “**BID**”), annexed hereto as Exhibit “**A**,” and

WHEREAS, the **BID** included and incorporated the **SPECIFICATIONS**; and

WHEREAS, the **BID** set forth an annual base bid of \$61,900.00 per year with additional optional rates for floor buffing at \$30 per hour and shampooing carpeting at \$30 per hour; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **PJ CLEANING** hereby agrees to provide the services and other covenants set forth in the **BID**, annexed hereto as Exhibit “**A**.”

2. As set forth in the **SPECIFICATIONS**, the term of this Agreement shall be for two (2) years starting on February 1, 2024 and that the Township shall have an option to renew this Agreement for an additional one year.

3. The **TOWNSHIP** and **PJ CLEANING** hereby agree to the rates set forth in the **BID** and to the payment process set forth in Section M of the **SPECIFICATIONS**.

4. The **TOWNSHIP** and **PJ CLEANING** hereby agree that to the extent that the **BID** conflicts with the terms and conditions of the **SPECIFICATIONS**, the **SPECIFICATIONS** shall govern.

IN WITNESS THEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C.

By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:

PJ BUILDING CLEANING

Paul Young Jr

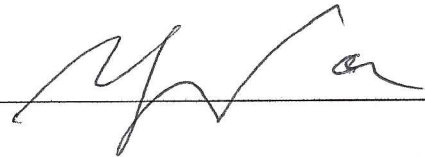
By: 

Exhibit “A”

**PROPOSAL FORM
JANITORIAL SERVICES**

The contract period for this service shall be for a period of Twenty four (24) months commencing January 2024 ending December 2025 with an option for one (1) year additional year 2026, if acceptable by both parties. The undersigned states that they have carefully examined specifications, conditions, and instructions and hereby submits the following proposal:

Base Bid
Annual

\$ 61,900

Sixty one thousand nine hundred and ^{no}/₀₀
(amount in words)

Options:

(1) Hourly rate for buffing Floors

\$ 30. -

\$ Thirty and ^{no}/₀₀
(amount in words)

(2) Hourly rate for shampooing carpeting

\$ 30. -

\$ Thirty and ^{no}/₀₀
(amount in words)

Company Name

PJ Building Cleaning LLC

Address

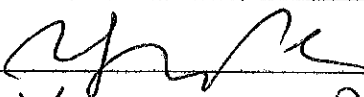
389 Main st # 311

Hackensack NJ 07601

Telephone #

(201) 631-7032

Authorized Signature



Print Name

Young K. Park

Title

Owner

Date

11/28/23

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Aug-2023 to 15-Aug-2030**

**PJ BUILDING CLEANING LLC****389 MAIN ST #311****HACKENSACK****NJ 07601**

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

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

Request for Bid Proposal for Janitorial Maintenance Services

**Submission Date:
November 28, 2023
11:00 a.m.
Prevailing Time**

**TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056**

ADVERTISEMENT

Invitation to Bid

The Township of West Orange is seeking bids for **JANITORAL MAINTENANCE SERVICES**. The Bid specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Purchasing Department of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday, November 28, 2023 at 11:00 a.m. and will be publicly opened and read at that time in the Council Chambers, located at 66 Main Street, West Orange, NJ 07052 on the same day. No proposals received after that time will be considered.

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed \$20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Panayiota Reynolds
Purchasing Agent

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval.)

No

2. Do you have a State Certificate of Employee Information Report approval?

Yes X (If yes, submit a copy of such approval.)

No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: PJ Building Cleaning LLC NAME: Young Jr. Park

SIGNATURE: [Signature] TITLE: Owner

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date:

(Signature)

(Name and Title)

(Company Name)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

this

28

day of

November

, 2023

Notary Seal

KIMBERLY LUPICA
Notary Public, State of New Jersey
My Commission Expires Aug 24, 2027

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: PJ Building Cleaning LLC (Young K. Park)

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	
Anticipated Cessation Date: _____	
Proposer Contact Name: _____	
Contact Phone Number: _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Young K. Park Signature: [Signature]
Title: Owner Date: 11/26/23

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ No addenda was received. (please check off if no addenda received)

Acknowledged for: PJ. Building Cleaning LLC
(Company Name)

By: [Signature]
(Signature of Authorized Representative)

Name: Young K. Park
(Print)

Title: Owner

Date: 4/26/23

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

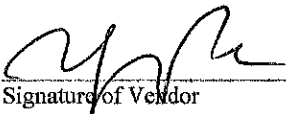
The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

I acknowledge:



Signature of Vendor

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	PJ Building Cleaning LLC		
Address:	388 Main St #211		
City:	Hackensack	State:	NJ
		Zip:	07601

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Young K Park
Printed Name

Owner
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: ESSEX COUNTY

Governor

Philip Murphy

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

State Senator

26th District Joseph Pennacchio

27th District Richard Codey

28th District Renee Burgess

29th District Theresa Ruiz

34th District Nia Gill

40th District Kristin Corrado

Members of the General Assembly

26th District Jay Webber, Brian Bergen

27th District Mila Jasey, John F. McKeon

28th District Cleopatra G. Tucker, Jacqueline S. Yustein

29th District Eliana Pintor Marin, Shanique Speight

34th District Britnee Timberlake, Thomas Giblin

40th District Kevin J. Rooney, Christopher DePhillips

County Commissioners

Patricia Sebold

Rufus I. Johnson

Romaine Graham

Brendan W. Gill

Leonard Luciano

County Executive

Joseph DiVincenzo

County Clerk

Christopher Durkin

Surrogate

Alturrick Kenney

Sheriff

Armando B. Fontauro

Register of Deeds

Juan M. Rivera, Jr.

West Orange Mayor

Susan McCartney

West Orange Township Council

William Rutherford

Michelle Casalino

Tammy Williams

Asmeret Ghebremicael

Susan Scarpa

West Orange Board of Education

Brian Rock

Melinda Huerta

Robert Ivker

Eric Stevenson

Jennifer Tunncliffe

Tonya Flowers

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: PJ Building Cleaning LLC

Organization Address: 389 Main st # 311 Hackensack NJ 07601

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

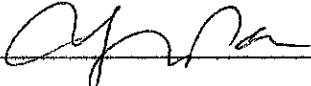
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Young, K Park	Title:	Owner
Signature:		Date:	11/26/23

10/20/21

Taxpayer Identification# 473-590-420/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

PJ BUILDING CLEANING LLC

ADDRESS:

389 MAIN STREET, APT#311
HACKENSACK NJ 07601

EFFECTIVE DATE:

04/29/15

TRADE NAME:

SEQUENCE NUMBER:

1949761

ISSUANCE DATE:

10/20/21



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

To Whom It May Concern,

The PJ Building Cleaning LLC has been in business since 2015. Our experience includes many retail, commercial, and county/municipal buildings throughout all of New Jersey. We specialize in providing our clients with a tailored service for a reasonable price. Our clients benefit from a bespoke service that is specific to each customer's needs. Quality of service and the commitment of directors and staff have ensured that our customer retention is among the highest in the cleaning industry.

As you can see from our references, we currently provide cleaning services for County & Municipalities in New Jersey. Once we have a contract established, we serve repeatedly for at least 2-4 years. The only time we could not return to a location was due to an irresponsible company offering ridiculously low prices for a contract.

The PJ Building Cleaning LLC understands a township's needs and concerns. And as soon as a contract is agreed upon, we meet those needs and concerns. PJ Building Cleaning LLC provides high quality services for a reasonable price, please do not hesitate to contact our current and previous clients on our reference list.

- Expertise
 - a. Daily Cleaning
 - b. Deep Cleaning
 - c. Carpet Cleaning (Shampoo)
 - d. Window Cleaning
 - e. Floor Maintenance (Stripping & Wax)
 - f. Management of Cleaning Crews
- Staff
 - Peter Park (Managing Director) 201-637-7032
 - Jonathan Marlon (Supervisor) 5 years. 908-531-2964

Peter Park
PJ Building Cleaning LLC
389 Main st #311. Hackensack NJ 07601

Reference & Experience

PJ building cleaning LLC

Petet Park

County of Hunterdon (4 years)

314 NJ-12

Flemington NJ 08822

Mr Justin Tibbetts. 908-627-5918.

jtibbetts@co.hunterdon.nj.us

Township of Old bridge. (6 years)

1 Old bridge Plaza

Old Bridge NJ 08857.

Mr Kasey Lenning. 908-616-1290.

Klenning@oldbridge.com

Township of South Brunswick. (3 years)

540 Ridge Rd

South Brunswick NJ 08852

Mr. Bill Epps 908-331-2175.

Bepps@sbttnj.net

Old Bridge Public Library. (6 years)

One Old Bridge Plaza.

Old Bridge NJ 08857.

Ms. Irene Magg. 732-607-4816

imaag@oldbridgelibrary.org

Township of South Orange. (2 years)

76 South Orange ave

South Orange NJ 07079.

Ms Ellen Foye Malgieri. 973-378-7729.

ellen@southorange.org

Borough of Carteret (6 years)

61 Cooke ave Carteret NJ 07008

Mr Joe Agliata 732-259-0885

agliataj@carteret.net

Mercer County Criminal Courthouse (2 years)

400 S warren st Trenton NJ 08650

Karl Thomas 609-256-3046

kthomas@mercercounty.org

Township of Winslow. (1 1/2 years)
125 South route 73
Braddock NJ 08037.
John Iannaco 609-567-0700. Ext. 9007.
jiannaco@winslowtownship.com

South Orange Public Library. (6 Month)
65 Scotland Rd.
South Orange NJ 07079
Jill Faherty, Director
jfaherty@sopl.org

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

A. INTENT

The Township of West Orange, hereinafter referred to as "the Township" requests bids for janitorial services for Eight (8) of our buildings. The contract shall commence in January 1, 2024 for a period of 24 Months with the option to extend for one (1) additional year.

All cleaning shall be performed in a workmanship like manner as described by this specification. Deviations will not be considered unless the vendor can explain in detail that the deviation is of material benefit to the Township and provides service levels at least equivalent to that specified.

The Township's technical contact for Buildings, Louis Reynolds Supervisor of Public Works (973) 725-8774. Mr. Reynolds will be in charge of monitoring vendor performance and compliance throughout the term of the contract.

B. PRE- BID TOUR

All prospective bidders are highly encouraged to visit each site. Bidders can pick up a pass in the Purchasing Department, room 111, 66 Main Street, West Orange, New Jersey by calling (973) 325-4056 and making an appointment. It shall be the responsibility of the bidder to visit the sites and make a tour and inspection of the areas to be cleaned under the terms of this bid.

C. BID OPENING

All bid proposals will be publicly opened and read aloud in the Council Chambers, Township of West Orange, 66 Main Street, West Orange on Tuesday, November 28, 2023 at 11:00 A.M. Bids must be received by hand, certified mail or messenger no later than 11 A.M. All bid proposal envelopes should be clearly marked with name of bid and the submission date. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered after time specified.

D. BID WITHDRAWAL

Sealed bids received by the Township before the designated time of the bid opening, may withdraw said bid in writing with evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of Sixty (60) calendar days.

E. BID PROPOSAL FORMS

All prices and amounts must be written in ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal

form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township.

F. BID SECURITY

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed \$20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

G. INSURANCE REQUIREMENTS

Worker's Compensation and Employer's Liability Insurance:

This insurance shall be maintained in full force during the life of this contract by the vendor covering employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance:

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance:

This insurance covering vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract.

Certificates of Required Insurance:

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

Indemnification:

Successful vendor shall indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under this contract.

The Vendor shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Vendor shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employee's, unless such employees are covered by the protection afforded by the Vendor's insurance. A Certificate of Insurance evidencing General Liability and Excess Liability (Worker's Compensation) coverage shall be provided by a carrier(s) satisfactory to the Township. An original Certificate shall be filed with the Township before the Contract can be executed. The Township will also be named as an additional insured as it relates to all liability policies for work performed by the Contractor with Certificate evidencing this endorsement.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving the Township harmless and its agents from any liability arising from the work to be performed under the contract. This includes but not limited to Attorney's fees and costs in connection with defense of such claims.

H. MANDATORY FORMS

Vendor shall supply a copy they their NJ Business Registration Certificate, Disclosure of Ownership, Affirmative Required Evidence, Iranian Investment Disclosure form, Addenda Acknowledgment and bid deposit.

I. QUALIFICATION OF BIDDERS

Bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per the specifications. Bidders shall submit evidence of qualifications to meet all requirements by Township.

As evidence of bidder's qualifications, bidders shall submit the following information with their bids:

1. The number of years the firm has been performing janitorial services.
2. Names of Supervisors to be assigned to work on this contract. Include the number of years the individual has worked for bidder.
3. Location of bidder's offices and facility where bidder's equipment may be inspected.
4. Name(s) and telephone number(s) of management and service personnel for
5. A list of institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and the name of the person the Township of may contact as a reference.

J. CONTRACTOR PERSONNEL

1. All personnel shall be BONDED.

2. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
3. All contractors' employees shall consent to background checks, if not already performed. The Township reserves the right to refuse personnel based on results of the background check. Background checks are the responsibility of the vendor. No fees will be paid by the township. Fees will be paid by the awarded vendor.
4. All Contractors employees must be able to speak and write the English language.
5. Proof of Covid vaccination of all employees working on site.

K. BASIS OF AWARD

In addition to cost and responsiveness to these specification, the Township will investigate references supplied by bidder as it deems necessary to determine the ability of the bidder to perform the work. The Township reserves the right to reject any proposal if the evidence submitted by investigation such as, bidder fails to properly perform or complete any contracts.

L. ACCEPTANCE AND AWARD OF CONTRACT

Within 60 days after the receipt of the bids, the Township Council will accept through resolution at a scheduled Council Meeting, one of the bids for the contract from submissions received or will reject all bids. The Township reserves the right to reject any or all bids or to accept the bid which in its judgment will be for the best interest of the municipality

M. PAYMENT PROCESS

The Contractor shall invoice the Township on a monthly basis. Payment will be processed for approval at the following scheduled Council Meeting.

N. Termination

Default:

Non-performance of the Vendor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days written notice to the Vendor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

If the Vendor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract.

If the Vendor should persistently or repeatedly refuse or should fail to provide enough properly skilled workers or materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed seven (7) calendar days to remedy.

O. "Pay To Play":

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of \$50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

SPECIFICATIONS

The Contractor shall be responsible for all equipment, cleaning supplies, trash liners and paper products, such as toilet paper and paper towels. Hand sanitizing supplies that work in existing units. Cleaning and disinfectant products need to be classified as Environmentally Green Product. Specification sheets will be required for all products listed by Contractor naming all product names.

The Contractor shall comply with Recycling Policy of the Township. Recyclables shall be source separated and shall not be co-mingled with other solid waste.

MUNICIPAL BUILDING LOCATIONS
with approximate square footage of cleaning area

West Orange Town Hall
66 Main Street
West Orange NJ
Approx. SF 16,760

***** West Orange Police Building**
60 Main Street
West Orange, NJ
Approx. SF 24,037

West Orange Senior Health Center
10 Gaston Street
West Orange, NJ
Approx. SF 1,500

Department of Public Works/Engineering
25 Lakeside Avenue
West Orange, NJ
Approx. SF 6,000

Department of Recreation
 60 ½ Cherry Street
 West Orange, NJ
 Approx. SF 3,000

West Orange Police Valley Road
 Sub Station
 549 Valley Road
 West Orange, NJ
 Aprox SF 1,200

West Orange Police Washington St
 Sub Station
 92 Washington Street
 West Orange, NJ
 Approx. SF 1,500

10 Rooney Circle
 West Orange, NJ 07052
 Approx. SF 29,372
 (Coordinate entry to offices with personnel)

HOURS OF OPERATION

Monday to Friday 8:30 am – 4:30 pm

***** Exception** 24 hours, 7 days a week

HOLIDAYS OFFICES CLOSED

	<u>2024</u>	<u>2025</u>	<u>2026</u>
New Year's Day	January 1	January 1	January 1
Martin Luther King Day	January 15	January 20	January 19
Presidents Day	February 19	February 17	February 16
Good Friday	March 29	April 18	April 3
Memorial Day	May 27	May 26	May 25
Juneteenth	June 19	June 19	June 19
Independence Day	July 4	July 4	July 3
Labor Day	September 2	September 1	September 7
Indigenous Peoples' Day	October 14	October 13	October 12
Presidential Election	November 5	XXXXXX	XXXXXX
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 28	November 27	November 26
Thanksgiving Friday	November 29	November 28	November 27
Christmas Day	December 25	December 25	December 25

***Dates are subject to change *Police Headquarters does not close and will need personal. ***

Building Location Codes:

Town Hall = 1

Police Headquarters = 2

Health Center = 3

DPW/ENG = 4

Recreation = 5

Police Substation = 6 (92 Washington St.)

Police Substation = 7 (549) Valley Rd.)

Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

<u>General Cleaning All Buildings Days Weekly</u>	<u>7 Days</u>	<u>5 Days</u>	<u>3 Days</u>	<u>2Days</u>	<u>1 Day</u>
* Empty and clean all waste baskets and replace liners when needed	2	1, 3, 8	4, 5	6, 7	
* Sweep and dust mop all hard floor surfaces and damp mop as needed	2	1, 3, 8	4, 5	6, 7	
* Dust office furniture, windows sills and all other surfaces up to 84" high	2	1, 3, 8	4, 5	6, 7	
* Damp wipe and polish all desk top surface if papers are cleared	2	1, 3, 8	4, 5	6, 7	
* Dust or damp wipe all telephones and affiliated equipment using antiseptic treated cloths	2	1, 3, 8	4, 5	6, 7	
* Remove all finger marks from doors, frames, partitions, and light switches	2	1, 3, 8	4, 5	6, 7	
* Clean all glass doors	2	1, 3, 8	4, 5	6, 7	
* Dust blinds					1, 2, 3, 4, 5, 6, & 7, 8
* Vacuum upholstered furniture	* Once Monthly All Locations				

* Dust walls				1, 2, 3, 4, 5, 6, & 7,8
* Clean, polish and sanitize all drinking fountains	2	1, 3,8	4, 5	6, 7
* High dust all vents, louvers, and molding			6, 7	1, 2, 3, 4, & 5,8
* Maintain janitor's closets in a neat orderly condition	2	1, 3,8	4, 5	6, 7
* Leave on designed night lights and secure building	2	1, 3,8	4, 5	6, 7
* Clean Elevator Cabs, including ceiling, floors, walls, and doors	2	1,8		

Building Location Codes:

Town Hall = 1

Police Headquarters = 2

Health Center = 3

DPW/ENG = 4

Recreation = 5

Police Substation (1) = 6

Police Substation (2) = 7

Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

General Cleaning All Buildings Days Weekly **7 Days 5 Days 3 Days 2Days 1 Day**

*Sweep stairwells and landings wipe clean all railings and trim	2	1, 3,8	4, 5	6, 7
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Kitchen Areas & Meeting Rooms Weekly **7 Days 5 Days 3 Days 2Days 1 Day**

* Sweep and/ or dust mop all non- carpeted areas	2	1, 3,8	4, 5	6, 7
* Vacuum all carpeted areas --moving table and chairs	2	1, 3,8	4, 5	6, 7

* Empty and clean all wastebaskets, replacing liners as needed	2	1, 3,8	4, 5	6, 7
* Damp mop composition tile with a neutral solution	2	1, 3,8	4, 5	6, 7
* Wash and disinfect table and chairs leaving in an orderly manner	2	1, 3,8	4, 5,	6, 7
* Coffee rooms clean and shine all sinks spot wash walls and fixtures	2	1, 3,8	4, 5	6, 7
* Wash pedestals or legs of all tables & chairs				1, 2, 3, 4, 5, 6, & 7,8

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle= 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

Restrooms/ Lavatories Weekly

7 Days 5 Days 3 Days 2Days 1 Day

* Damp wipe and clean waste receptacles	2	1, 3,8	4, 5	6, 7
* Remove refuse to designated area	2	1, 3,8	4, 5	6, 7
* Clean, disinfect and deodorize all lavatory fixtures using high phenol coefficient cleaner	2	1, 3,8	4, 5	6, 7
* Clean and polish all mirrors, fixtures and counters	2	1, 3,8	4, 5	6, 7
* Hand dust all stall partitions and other surfaces	2	1, 3,8	4, 5	6, 7

* Spot clean walls and stalls	2	1, 3,8	4, 5	6, 7
* Wet mop all floors using a germicidal cleaner	2	1, 3,8	4, 5	6, 7
* Damp clean and refill all dispensers	2	1, 3,8	4, 5	6, 7
* Maintain clean all baseboards and floor drain plates	2	1, 3,8	4, 5	6, 7
* Full wash lavatory walls and stall partitions			1, 2, 3,8	4, 5, 6, 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

Floor Care Weekly

		<u>7 Days</u>	<u>5 Days</u>	<u>3 Days</u>	<u>2Days</u>	<u>1 Day</u>
* Vacuum all carpeted areas, including edges and corners	2	1, 3,8	4, 5	6, 7		
* Sweep and or dust mop all non-carpeted areas	2	1, 3,8	4, 5	6, 7		
* Spot mop spillage in non-carpeted areas	2	1, 3,8	4, 5	6, 7		
* Spot clean all carpeted areas (once carpets have been cleaned)						1,2,3, 4,5, 6,7,8
* Sweep and or vacuum, dust stairwells, landings and handrails	2	1, 3,8	4, 5	6, 7		
* Wet mop stairwells	2	1, 3,8	4, 5	6, 7		
* Maintain composition tile floors surfaces using an approved, non-injurious cleaning solution	2	1, 3,8		4, 5	6, 7	

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

Fitness Room/Gym/Locker Room/Shower Area

	<u>7 Days</u>	<u>5 Days</u>	<u>3 Days</u>	<u>2Days</u>	<u>1 Day</u>
*wipe all equipment/weights with germicidal cleaner	8				
*remove waste from receptacles and replace liners	8				
* mop/vacuum/sweep flooring/gym mats	8				
*clean, polish all mirrors, fixtures, and counters	8				
*deep clean of fitness area/locker room/shower area					8
*clean all windows					8
*shower area clean all stalls/sinks/toilets with germicidal cleaner	8				

***Note out of the 5 days of cleaning this area, 1 day a week should be dedicated as a “deep cleaning” which should include washing all trash cans and replacing liners, cleaning walls, vents, gym equipment, flooring, mats, counters, showers stalls/sinks, wiping outside of lockers and door handles.**

All Cleaning Products shall meet one of the following criteria. Cleaners that do not meet any of these standards are strictly prohibited:

WELL Health Safety feature SC4: Select Preferred Cleaning Products

All cleaning, disinfection and sanitization products are specified in the cleaning plan and meet one of the following requirements:

- a. Products are labeled as 'low-hazard' or 'safer' by an ISO 14024-compliant (Type 1) Ecolabel, or by a third-party certification recognized by the local government where the project is located. Hazard criteria must be specific for the product classes within the scope of this feature.
- b. The Safety Data Sheet (SDS) of each product discloses ingredients per EU Regulation 2015/830 (CLP) or California State Bill No. 258 and no ingredients listed in Section 3 of the SDS are classified as Category 1, 1A or 1B for the following Globally Harmonized System (GHS) codes and corresponding hazard statements:
 1. H311 (toxic in contact with skin).
 2. H312 (harmful in contact with skin).
 3. H317 (may cause allergic skin reaction). Individual terpenes may be present up to a concentration of 0.5% in undiluted products
 4. H334 (may cause allergy or asthma symptoms or breathing difficulties if inhaled).
 5. H340 (may cause genetic defects).
 6. H350 (may cause cancer).
 7. H360 (may damage fertility or the unborn child).
 8. H372 (may cause damage to organs through prolonged or repeated exposure).

Bidders must submit a complete and specific listing of all cleaners that meet the above cleaning criteria with their bid submission.

In addition:

1. All MSDS sheets for the listed cleaners shall be submitted in both English and Spanish.

Bidders must submit a detailed outline that summarizes the following cleaning and training requirements. All submissions shall, at a minimum meet the requirements outlined within these bid specifications. Bidders shall provide a policy manual, training manual and training schedule to comply with these bid requirements.

A cleaning schedule that:

- a. Details the following:
 1. Extent and frequency of cleaning.
 2. Cleaning responsibilities of building occupants (if any) and cleaning staff.
 3. Cleaning supplies and where they can be accessed.
 4. Process to evaluate and document adherence to the cleaning plan.
- b. Identifies the following:
 1. Surfaces that require disinfection (e.g., high-touch surfaces).
 2. Frequency and/or other thresholds (e.g., number of hours, number users of a space, results from a swab test) for disinfection.
 3. Applicable governmental registration and directions of use (e.g., contact time and

dilution rates) for disinfectants. (This information will be found on the product labels. Bidders agree to conform to these specifications.)

4. Other non-chemical tools used for disinfection, if any.
- c. States the following documentation procedures:
 1. Record keeping practices for cleaning and disinfection activities.
 2. The chain of communications with building occupants.
 3. A system to log feedback from occupants and cleaning staff.
 4. A checklist for each building posted on each floor that can be initialed by the cleaner with work completed each day, new checklist posted monthly.
- d. Specifies the following for cleaning materials and personal protection equipment (PPE):
 1. PPE requirements for general cleaning and specialized tasks (e.g., disinfection or dilution or chemicals).
 2. Color-coding for reusable and disposable cleaning cloths.
 3. Separate cleaning of reusable cleaning materials from other clothing or products.
- e. Includes the following precautions for storage of cleaning products:
 1. An identifiable, fit-for-purpose storage space in accordance with the manufacturers' directions; bleach stored away from other products.
 2. Color-coding and labeling of any bleach-based and ammonia-based products, indicating they are not to be mixed with one another.
- f. Specifies the following for cleaning tools and equipment:
 1. HEPA rated filters for vacuum cleaners.
 2. If carpet and woven upholstery are present, the cleaning methodology (based on manufacturer's recommendations), favoring hot water extraction if technically feasible.
 3. Protocols for cleaning, maintenance and handling of waste accumulated in equipment (e.g., used vacuum cleaner bags).
- g. Includes the following operational aspects:
 1. Use of cleaning and disinfection products, including dilutions (when needed) and ventilation requirements.
 2. On-site availability of current Safety Data Sheets (SDS) of cleaning and disinfection products, in languages spoken by the cleaning staff.
 3. Precautions to avoid slip hazards during and after floor cleaning.
 4. Safe disposal of waste, including soiled cleaning materials and PPE.
- h. Outlines a training program that meets the following:
 1. Training covers cross-contamination prevention via hand hygiene, PPE, cleaning cloth replacement, cloth handling techniques and carrying systems to separate clean tools from dirty ones.
 2. Training is delivered to all relevant personnel including building management,

building operators and contracted cleaning staff, on an annual basis.

Bidders are advised to meet the following Conditions.

1. Include color-coding for reusable and disposable cleaning cloths is in place and if separate cleaning of reusable cleaning materials from other clothing or products is specified. Provide a revised policy that addresses the requirements of sections d.2. and d.3.
3. Provide a policy that addresses the requirements of section g.4.
4. Provide a policy that includes training materials for PPE use, it is unclear if the training also covers cross contamination prevention via hand hygiene, cleaning cloth replacement, cloth handling techniques and carrying systems to separate clean tools from dirty ones. Provide a policy that addresses the requirements of section h.1.
5. Provide policy clearly indicating that training is delivered to all relevant personnel including building management, building operators and contracted cleaning staff, on an annual basis. Provide a policy that addresses the requirements of section h.2.

THIS FORM MUST BE SUBMITTED BY THE BIDDER

(Enclose original bid and one copy, copy must be supplied on an external hard drive)

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: PJ Building Cleaning LLC
Print

Name of Contact Person: Young K Park
Print

Correspondence Address (including zip code):

389. Main St #311.
Hackensack NJ 07601

Purchase Order Address (including zip code):

389. Main St #311.
Hackensack NJ 07601

Payment Address (including zip code):

389. Main St #311.
Hackensack NJ 07601

Telephone Number: (201) 637-7032

Fax Number: None

E-mail Address ParkPeter@yahoo.com

Employer I.D. or S.S. # 47-3590420

BIDDER'S REQUIREMENTS CHECK LIST

The following is a checklist of items, which must be submitted by all interested parties with their proposal:

- Business Registration Certification X
- Bidder's Experience and Qualifications X
- Statement of Ownership X
- Affirmative Action Compliance Notice X
- Bid Deposit (10% of bid not to exceed \$20,000.00) required X
- Completed Bid Proposal Form X
- Iranian Disclosure Statement X
- Acknowledgment of Addenda X
- Political Disclosure Statement X
- AMERICANS WITH DISABILITIES ACT OF 1990 X

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 personnel 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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.**

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE
AND APPROPRIATION NJSA 40A:4-87**

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law, and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of West Orange, that the Township requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY2023 Municipal Budget:

Grant Name	From	To
NJDOT-Municipal Aid Morris Rd, Sussex Rd, and Hunterdon Road Improvements Project	\$0	\$517,907
Clean Communities	\$0	\$91,489
NJ Division of Community Health Services- Municipal Alliance- FY2024 Abuse Prevention and Education Programs	\$0	\$30,252.59
NJ Division of Community Health Services- Municipal Alliance-Alcoholism and Drug Abuse	\$0	\$8,803.78

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in the same CY2023 Municipal Budget,

Grant Name	From	To
NJDOT-Municipal Aid Morris Rd, Sussex Rd, and Hunterdon Road Improvements Project	\$0	\$517,907
Clean Communities	\$0	\$91,489
NJ Division of Community Health Services- Municipal Alliance- FY2024 Abuse Prevention and Education Programs	\$0	\$30,252.59
NJ Division of Community Health Services- Municipal Alliance-Alcoholism and Drug Abuse	\$0	\$8,803.78

BE IT FURTHER RESOLVED, that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

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

Tammy Williams, Council President

Adopted: December 19, 2023

I, Karen Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex, in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Town Council of the Township of West Orange the County of Essex in the State of New Jersey.

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

December 19, 2023
Date



Ch. 159

**DEPARTMENT OF HEALTH & REHABILITATION
DIVISION OF COMMUNITY HEALTH SERVICES**

50 South Clinton Street – Suite 4301

East Orange, NJ 07018

Telephone: (973) 395-8455 - Fax (973) 395-8437

www.essexcountynj.org

Joseph N. DiVincenzo, Jr.
Essex County Executive
November 9, 2022

Eileen Fishman
Division Director

The Honorable Robert D. Parisi
Township of West Orange
66 Main Street
W. Orange, NJ 07052

Dear Mayor Parisi:

The Governor's Council on Alcoholism and Drug Abuse (GCADA) has received a grant through the DHS/Division of Mental Health and Addiction Services (DMHAS) which is funded through federal, SAMHSA funding and is announcing its intention to provide this additional grant to West Orange Municipal Alliance the Base intent is \$6,949.04. The funds are to be utilized to provide substance abuse prevention and education programs to the youth leadership as outlined in your plan/application. *Funding for the grant period starting September 1, 2023, and continue through September 30, 2025, is based on the statewide funding formula.*

In addition to the Base intent, West Orange has been awarded an additional \$1,854.74 Supplemental Award. This is a one-time funding incentive based on availability of funds. The total funding for the period of September 1, 2023 and continue through September 30, 2025 is \$8,803.78. Award

Future funding will be based on funds expended, monitoring results, contract compliance, program requirement compliance and overall availability of funds.

In order to be fully compliant with the contract, the West Orange Municipal Alliance must adhere to all requirements as outlined in contract language, GCADA Municipal Alliance Program Guidelines, and Essex County Municipal Alliance Program Requirements.

Municipalities may take up to 5% of their award for coordination, which are included in your funding \$440.19

The entire grant process will be online in The Municipal Alliance Grant System (MAGS). The DMHAS Youth Leadership Grant instructions will be sent to your Alliance Coordinator early next year to be upload in MAGS. Please ensure township resolutions are completed and returned to Elizabeth Marques, Essex County Alliance Coordinator no later than January 17, 2023. If you have any questions, please contact me at 973-395-8454.

As always thank you for your continued hard work and dedication.

Sincerely,

Elizabeth Marques

Elizabeth Marques, County Alliance Coordinator

Cc: Municipal Alliance Coordinator

PUTTING ESSEX COUNTY FIRST

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER



2023
Ch 159

**DEPARTMENT OF HEALTH & REHABILITATION
DIVISION OF COMMUNITY HEALTH SERVICES**

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Joseph N. DiVincenzo, Jr.
Essex County Executive
November 9, 2022

Eileen Fishman
Division Director

The Honorable Robert D. Parisi
Township of West Orange
66 Main Street
W. Orange, NJ 07052

Dear Mayor Parisi:

The FY2024 Municipal Alliance Base intent for West Orange is \$22,880.80 the funds are to be utilized to provide substance abuse prevention and education programs to the community as outlined in your plan/application. Funding for this year, July 1, 2023, to June 30, 2024, is based on the statewide funding formula.

In addition to the Base intent, West Orange has been awarded an additional \$1,321.27 Supplemental Award. This is a one-time funding incentive based on availability of funds. The total funding for the period of July 1, 2023 to June 30, 2024 is \$24,202.07. In DEDR funds with the stipulation the Municipal Alliance provides the required 25% Cash Match (\$6,050.52) and 75% In-Kind (\$18,151.55) for the FY2024 grant.

Future funding will be based on funds expended, monitoring results, contract compliance, program requirement compliance and overall availability of funds.

In order to be fully compliant with the contract, the West Orange Municipal Alliance must adhere to all requirements as outlined in contract language, GCADA Municipal Alliance Program Guidelines, and Essex County Municipal Alliance Program Requirements.

Municipalities may take up to 15% of their DEDR award for coordination (\$3,630.31), which are included in your funding.

The entire grant process will be online in The Municipal Alliance Grant System (MAGS) starting in FY 2024. The Municipal Plan Update instructions will be sent to your Alliance Coordinator early next year to upload in MAGS. Please ensure township resolutions are completed and returned to Elizabeth Marques, Essex County Alliance Coordinator no later than January 17, 2023. If you have any questions, please contact me at 973-395-8454.

As always thank you for your continued hard work and dedication.

Sincerely,

Elizabeth Marques

Elizabeth Marques, County Alliance Coordinator

Cc: Municipal Alliance Coordinator

PUTTING ESSEX COUNTY FIRST

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

December 19, 2023

**RESOLUTION APPROVING AMENDMENT TO THE COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN THE WEST ORANGE SUPERIOR OFFICERS ASSOCIATION PBA
LOCAL 25 AND THE TOWNSHIP OF WEST ORANGE**

WHEREAS, the Township of West Orange (“the Township”) and the West Orange Superior Officers Association PBA Local 25 (“SOA” or “the Union”) are parties to a collective negotiations agreement (“CNA”), which expired on December 31, 2022;

WHEREAS, the Township and SOA extended the CNA by a Memorandum of Agreement, through December 31, 2023;

WHEREAS, SOA filed an unfair practice charge (the “Charge”) against the Township with the State of New Jersey Public Employment Relations Commission under Docket No: CO-2023-209;

WHEREAS, the Township denied that it committed any of the unfair practice(s) alleged in the Charge by the SOA but determined it would be beneficial to resolve the Charge in order to avoid the costs and uncertainties of litigation;

WHEREAS, as a part of the settlement of the Charge the Township and the Union agreed to modify the CNA to modify the salary and step designation for Captains as reflected in the negotiated Settlement Agreement;

WHEREAS, the parties agreed to recommend the amendment to the CNA to their respective constituents for ratification;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of West Orange having reviewed the negotiated modification of the CNA to resolve the Charge that it is authorizing and directing the Mayor to execute, on behalf of the Township, the amendment 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

Adopted: December 19, 2023

Tammy Williams

Council President

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 **December 19, 2023** 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):

Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically Related to Resolution 418-23

(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 **December 19, 2023.**

Motion:

Second:

Vote

Aye:

Opposed:

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

Tammy Williams
Council President

Adopted: December 19, 2023

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 25, SECTIONS 27 OF
THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
AND ESTABLISHING CHAPTER ____ FOR ENVIRONMENTAL PROTECTION
(TREE PROTECTION, REMOVAL AND REPLACEMENT)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange be and are hereby **repealed** and **replaced** with the newly established Chapter ____ Section ____ of the Revised General Ordinances of the Township of West Orange, which establishes a Chapter dedicated to environmental protection in the Township of West Orange, and shall state as follows:

§ ____-1: Title

This Section shall be known as the “Tree Protection, Removal and Replacement Ordinance of the Township of West Orange”

§ ____-2: Findings and Purpose

a. A 2023 study commissioned by the Township of West Orange found that the tree canopy in West Orange has been dramatically declining and will continue to decline in future years without replanting and renewing protections for the tree canopy. The Township of West Orange finds that: trees are among the Township's most valuable natural resource assets, greatly enhancing the appearance of the Township and contributing to its suburban residential character; the integrity of Township and regional water resources is substantially affected by development on constrained land (e.g., steep slopes, wetlands and reduced depth to groundwater), tree removal, soil disturbance, stormwater management and the general use of land resources; the preservation, protection and planting of trees aids in the stabilization of soil by the prevention of erosion and sedimentation, reduces stormwater runoff and the potential damage it may create, increases groundwater recharge thus enhancing the groundwater supply to streams and wetlands and the yield of water supply wells, aids in the removal of pollutants from the air and assists in the generation of oxygen, provides a buffer and screen against noise and pollution, provides protection against severe weather, aids in the control of drainage and restoration of denuded soil subsequent to construction or grading, provides a haven for birds and other wildlife and otherwise enhances the environment, protects and increases property values, conserves and enhances the Township's physical and aesthetic appearance, and generally protects the public health and safety as well as the general welfare.

b. Numerous governmental, professional, educational and business sources have cited the importance of trees to our well-being: "One acre of forest absorbs six tons of carbon

dioxide and puts out four tons of oxygen, enough to meet the annual needs of 18 people." (U.S. Department of Agriculture). In one study, 83% of realtors expressed the belief that mature trees have a "strong or moderate impact" on the salability of homes listed for under \$150,000 and on homes listed for over \$250,000 this perception increased to 98% (American Forests, Arbor National Mortgage). Healthy, mature trees are said to add an average of 10% to a property's value (USDA Forest Service). "Landscaping, especially with trees, can increase property values as much as 20%." (Management Information Services/ICMA). "The net cooling effect of a young, healthy tree is equivalent to 10 room-size air conditioners operating 20 hours a day." (U.S. Department of Agriculture). "If you plant a tree today on the west side of your home, in five years your energy bills should be 3% less. In 15 years the savings will be nearly 12%." (Dr. E. Greg McPherson, Center for Urban Forest Research). "Trees properly placed around buildings can reduce air conditioning needs by 30% and can save 20% to 50% in energy used for heating." (USDA Forest Service). "In laboratory research, visual exposure to settings with trees has produced significant recovery from stress within five minutes, as indicated by changes in blood pressure and muscle tension." (Dr. Roger S. Ulrich, Texas A&M University).

c. It is the purpose of this section to protect and foster the existence and health of trees growing within the Township's borders, to preserve the maximum possible number of trees in the development of a site or lot, to protect specimen trees, to encourage innovative design and grading to promote the protection of existing trees, and to prevent indiscriminate, uncontrolled and excessive removal and cutting of trees, as well as land use activities inconsistent with accepted arboricultural practices, which contribute to the destruction of or permanent injury to trees upon lots and tracts within the Township. The standards and procedures established by this chapter are intended to furnish criteria for the use of Township boards, committees, commissions and officers in evaluating applications for tree removal and for site plan, subdivision and other land development approvals. They are further intended to inform those with interests in real property in the Township of the requirements to be followed with respect to trees located in the Township. The purpose of this section is to protect trees, the environment, and owners of real property who would be affected adversely by the removal of trees from property belonging to another person. The issuance of permits is a procedure designed to effectuate these goals.

§___-3 (Definitions)

The following definitions shall apply to this chapter:

APPLICANT—Owner of property or person with authority to apply for a Tree Removal Permit on any Lot.

APPEAL—The process by which an applicant may contest the denial of a tree removal permit. Appeals shall be considered by the Township of West Orange Land Use Board.

BUILDING—Any structure built for the support, shelter, enclosure of persons, animals, and/or a combination of materials used to form a structure for either use, occupancy, and/or habitation.

CONSERVATION EASEMENT — A legal covenant restricting the use of land or natural features of the land that is described in the property deed and shown on a filed plat.

CROWN REDUCTION—Pruning (as defined herein) of the tree reducing the height or scope of the tree.

DBH — The measurement of the diameter of the trunk of a tree planted in the ground taken 4.5 feet from ground level on the uphill side of the tree.

DEVELOPMENT APPLICATION — An application filed with the Township Planning Board or Board of Adjustment pursuant to the Municipal Land Use Law and the Township land development ordinances for approval of a subdivision plat, site plan, planned development, conditional use, zoning variance or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or N.J.S.A. 40:55D-3.

DRIP LINE — A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground beneath.

EMERGENCY CONDITIONS—Shall mean when trees are hazardous and the Township Forester and/or a Qualified Tree Expert determines that the non-viable tree will cause an unacceptable risk of damage to person or property as a result of extreme wind, stormwater or other weather events.

ENDANGERED OR THREATENED SPECIES — Any species of tree or animal which has been determined by the Federal Fish and Wildlife Service or the State of New Jersey to be endangered or threatened.

IMPROVED LOT — A parcel of land with a building.

INVASIVE VINE—Non- native vine that will climb up the tree and cause damage to the tree.

LAND USE BOARD — The Planning Board or Zoning Board of Adjustment of the Township of West Orange.

LOT—A designated parcel, tract of land established in the record as of local and county registers of deeds by plat, deed, subdivision, zoning lot of record, or as otherwise permitted by law.

MAJOR TREE — A tree species with a mature height of at least 50 feet, which shall be at least a 2.5-inch caliper at the time of planting.

MINOR TREE — An evergreen tree, ornamental tree or other small tree at least six feet in height at the time of planting.

NONVIABLE TREE — A hazardous tree that a Qualified Tree Expert and/or the Township Forester determines is dead.

PERSON — The owner of a parcel of real estate or any other individual, group, company, firm, corporation, partnership, association, society or other legal entity.

PROPERTY LINE TREE—Shall mean a tree whose tree-trunk is on more than one Lot and/or on the boundary of the Lot.

PRUNING—Pruning is the removal of dead or dangerous limbs of a tree.

QUALIFIED TREE EXPERT — A New Jersey Licensed Tree Expert pursuant to N.J.S.A. 45:15C-11 et seq. and is registered by the Township.

REPLACEMENT TREE — A native tree species approved by the Township Forester and of nursery grade, properly balled and burlapped, untreated with herbicides or pesticides and meeting the minimum measurements of a major or minor tree.

SPECIES — The common name of a tree.

SPECIMEN TREE — A tree in good health of unusual or exceptional form, size, age or shape for its species, including but not limited to those included on New Jersey's Big Tree List, or database, published and coordinated by the New Jersey Forest Service, or having a champion tree point total (girth in inches plus height in feet, plus one quarter of average crown spread in feet) within 10% of the point total of a tree of the same species listed in New Jersey's Big Tree List, published in "New Jersey's Big Trees," by the New Jersey Forest Service.

STRUCTURE — A combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land, including but not limited to homes, buildings, above-ground tanks, pools, sheds, signs, fences, and towers.

STREET TREES OR SHADE TREES—A tree planted in a Township right-of-way within ten (10) feet of a curb.

TOWNSHIP FORESTER—The Township-designated person primarily responsible for enforcing this chapter and who is qualified to do so by having the status of a Qualified Tree Expert; appointed by the Township of West Orange to implement this chapter and to carry out other related responsibilities as the Township may provide, including, but not limited to, developing and recommending (i) Township Woodlands Retention and Protection Plan; (ii) Township Tree Inventory; and (iii) Planting Schedule.

TREE — A self-supporting perennial woody plant having a diameter of at least four inches measured at a point 4.5 feet (or 54 inches) from the ground at the base of the tree on its uphill side.

TREE CANOPY—Tree canopy means the layer of leaves, branches, and stems of trees that cover the ground when viewed from above and that can be measured as a percentage of a land area shaded by trees.

TREE REMOVAL NEIGHBOR NOTIFICATION FORM – An Applicant seeking to remove any trees shall complete the prescribed form and certify that it has been delivered to all neighbors within 200 feet of the Applicant’s property line in accordance with this Chapter.

TREE REMOVAL AND REPLACEMENT APPLICATION—A form completed by the Applicant provided by the Township which shall be submitted to the Township Forester in accordance with Chapter **XXX**, § 5.

TREE REMOVAL AND REPLACEMENT PERMIT—A permit issued by the Township Forester to an Applicant who complies with all tree removal and replacement procedures set forth in this Chapter.

TREE REMOVAL EXEMPTION FORM—A form completed by the Applicant provided by the Township which shall be submitted to the Township Forester if tree(s) are removed under Emergency Conditions pursuant to this Chapter.

VOLCANO MULCHING—Piling mulch against the trunk of a tree in the shape of a volcano causing tree roots to circle the trunk and subsequently weaken the tree. Thus, the tree root flare, which is the connection with the trunk root and the surface of the ground, shall remain visible at all times.

TREE REPLACEMENT FUND—A dedicated fund established pursuant to this chapter wherein any applicant who removes a viable tree shall contribute in accordance with the provisions of this chapter; specifically Chapter **XXX**, § 8.

§____-4: Tree Removal Permits

a. No person shall cut, remove, or engage in activities that encroach upon the health of a tree with a DBH two-and-a-half (2.5”) inches or greater without having been issued a Tree Removal and Replacement Permit from the Township. To obtain a permit, the Applicant must comply with the procedures set forth in Chapter **XXX**, § 5 and any replacement procedures in § _____, 8.

1. If any tree(s) are taken down that are delineated by the Township Forester as viable, the person seeking removal or who has removed viable tree(s) must make payment into the Tree Removal Fund pursuant to § _____-8 and the Chart at Table “A” unless the tree(s) removed are replanted on the Lot where the tree removal occurred.

2. All Tree Removal and Replacement Permits shall be accessible to the public subject to the confidentiality provisions of Daniel’s Law or any other similar law. All permits issued pursuant to this Chapter shall be posted to the Township’s website by the Township Forester.

3. All Tree Removal and Replacement Permits issued shall be posted on the tree(s) to be removed and in the property owner’s front door/window, so the tree removal permit is visible to any member of the public not less than seven (7) business days prior to removal.

4. For non-development applications, the Township Forester shall make a determination to grant or deny a Tree Removal Permit Application within 30 days of its’ submission and shall notify the applicant and any objectors who have contacted the Township Forester. Application(s) made in connection with a development application shall comply with the procedures set forth in Chapter **XXX**, § 4(e) and shall be adjudicated by the Land Use Board. If the application is granted, the permit shall be issued by the Township Forester.

5. Permits granted under this section shall run with the land and shall remain in force and effect for 12 months from the date of issuance. Any permit not acted upon within a period of 12 months after issuance shall become null and void.

b. Prohibitions. Notwithstanding Subsection (a) above, no person shall do any of the following:

1. Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by state or federal law or applicable EPA or NJDEP regulations;

2. Cut down or remove any tree within a conservation easement;

3. Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical contamination, excessive drainage alterations or mechanical damage.
4. Cut down or remove any tree on a slope of 10% or greater in grade or on a slope where vegetation is presently stabilizing soils.
5. Prune, cut down or remove any tree unless it is performed by a Qualified Tree Expert and whom shall be registered with the Township of West Orange pursuant to § 5-27.1 *et seq.*
6. Perform street, curb and sidewalk construction or repairs unless utilizing methods that protect the roots and trunk of a tree, such as manual excavation, reducing the curb, curving sidewalks around a tree, and modifying driveway aprons to accommodate trees as directed by the Township Forester.
7. Cut or remove any tree older than 25 years with a DBH of 10" or more.
8. Remove trees within one hundred (100) feet of a ridgeline.
9. Remove trees will impair the growth and development of the remaining trees on the applicant's Lot or on adjacent Lots.
10. Remove trees if tree removal will negatively alter existing drainage patterns and stormwater runoff.
11. Remove tree if removal will result in soil erosion or would increase dust.
12. Remove trees if removal would increase the amount of stormwater runoff and/or negatively affect stormwater runoff patterns on any Lot(s), whether contiguous or not.
13. Remove trees if removal would constitute a significant change in the screening between existing or proposed structures on roads and/or adjacent Lots.
14. Remove trees where removal would alter topography of the area where such tree(s) are located and will create conditions which may be injurious to the trees or other trees located nearby.
15. Remove trees where removal will impair suitable habitats and migratory zones for Endangered or Threatened Species animals.
16. Engage in activities that cause harm to the health of the tree, including but not limited to, volcano mulching, cutting off light, water, or air, and/or fail to remove invasive vines.

c. Specific prohibitions related to construction activities:

1. In connection with any construction, prior to the issuance of a building permit or start of construction, snow fencing or other protective barriers shall be placed around trees that are not to be removed. The protective barriers shall be placed beyond the drip line, but in no event less than 10 feet from the trunk, of any tree and shall remain in place until all construction activity is terminated. No equipment, chemicals, soil deposits or construction materials shall be placed within any area so protected by barriers. Any landscaping activities subsequent to the removal of the barriers shall be accomplished by hand labor and only using light machinery where necessary.
2. Store or pile building material or debris or place construction equipment within the drip line, but in no event less than 10 feet from the trunk, of any tree;

d. Exemptions. The following are exempt from the permit requirement of Subsection (a) above:

1. Property owners may remove hazardous or non-viable trees under Emergency Conditions prior to obtaining a Tree Removal and Replacement Permit. Following the emergency removal of the tree or trees, the property owner or agent thereof shall complete the Tree Removal Exemption Form within seven (7) days of the removal and shall provide photographic and written proof of the Emergency Conditions by the Qualified Tree Expert and include a hazard tree evaluation form at that time. The property owner must preserve the tree stumps subsequent inspection by the Township Forester
2. Activities lawfully conducted on public lands or rights-of-ways by or on behalf of a local, county, state, federal or other governmental agency or entity, or a utility company, provided however, that to the extent possible, such entity shall provide a courtesy review of any tree removal and replacement to the Township Forester.
3. Tree removal in conjunction with a Woodland Management Plan(s) approved by the N.J. Forest Service.

e. Development applications. With regard to every development application before a Land Use Board that involves proposed tree removal and replacement, the applicant shall:

1. Preserve fifty (50%) percent of the trees on each developed Lot, and seventy (70%) percent on any undeveloped Lot.
2. Comply with all prohibitions and procedures listed in this Ordinance including but not limited to, providing the Township Forester and Land Use Board with a report from a Qualified Tree Expert outlining the reasons stated for the removal of

tree(s) on the Lot, a tree replacement plan, and response from the Township Forester outlining their approval or disapproval of the removal application.

3. Install protective fencing around the remaining trees and ensure the provisions of Chapter ____, Section 4(c) are complied with.

4. Obtain a written report that the Township Engineer or his/her designee(s) has inspected the site and certified that all soil erosion and sediment controls and stormwater runoff controls required by this Chapter and applicable laws have been installed and completed. Copies of the certification shall be delivered to both the applicant and the Township Forester by the Township Engineer immediately after it is made;

5. Specify that no trees may be removed until after installation of stormwater runoff controls and soil erosion measures as required by this Ordinance, by Title 7, Chapter 8, § 7:8-5.4 and by Title 2, Chapter 90, Subchapter 1 of the New Jersey Administrative Code, respectively or any other applicable laws.

6. Provide written notice to the Township Forester and the Land Use Board not less than fourteen (14) days before any planned tree removal.

7. Ensure the Township Forester shall be onsite during all tree removal and replacement activities in connection with the development application. A stop work order may be issued by the applicable authority under this Chapter if the Township Forester is not onsite during the planned tree removal activities. Prior to the applicant's completion of its development project, the development applicant must have written permission from the Township Forester that the tree replacement has been completed in accordance with the development applicant's approved plan.

7. All parking lot owners shall maintain trees in compliance with Township Code § 25-12.1(o).

f. If the tree(s) sought to be removed are deemed by the Township Forester and/or a Qualified Tree Expert to be Property Line Tree(s), the owner of the Lot(s) are jointly and severally responsible for any costs associated with the removal of the Property Line Tree(s). If a Property Line Tree is unlawfully removed, both owners of the Lots where the Property Line Tree is located can be held liable pursuant to Chapter XXX, § 10.

§ ____-5: Application Procedure for Tree Removal Permits

a. Every application for a tree removal permit shall be made by submission of the following:

1. Prior to the completion of an application for a Tree Removal Permit, the prospective Applicant or Applicant's representative shall arrange for an informal in-person inspection with the Township Forester. The Applicant shall clearly mark with a red ribbon around the trunk of each tree proposed to be removed at the height of four and one-half (4.5) feet above the ground so that such tree or trees may be inspected more easily by the Township Forester at any time after the initiation of the application procedure set forth herein. The Township Forester will explain this Ordinance and provide advice as to the condition, value and recommended care of other trees on the Applicant's Lot to better meet the educational purpose of the Chapter. Upon request, the Township Forester shall assist any Applicant with completing the Tree Removal and Replacement Application required by this section. The Township Forester's inspection shall confirm the location of the tree or trees sought to be removed, the reason for the application, and advise the Applicant whether the Tree Removal and Replacement Permit would be granted or denied based on the prohibitions contained in this ordinance.

2. After meeting with the Township Forester, an Applicant may submit to the Township Forester a Tree Removal and Replacement Application on forms provided by the Township. The Township Forester may request additional information to process the application.

3. The Tree Removal Neighbor Notification Form must be submitted simultaneously to the Township with the Tree Removal and Replacement Application. The aforementioned notification form shall be submitted in accordance herewith to all neighboring property owners within 200-feet from the Applicant(s)'s property line. The Applicant shall submit a written certification confirming the same. Failure to provide notice under this section shall be deemed a violation subject to enforcement under Chapter **XXX**, § 10.

b. The fees associated with the filing of a Tree Removal and Replacement Application shall be prescribed by Resolution, but shall be no less than \$100 per application if the Tree Removal and Replacement Application is not sought with respect to a development application. . A Tree Removal and Replacement Application for a development application shall be prescribed by Resolution but no less than \$1,000 per application.

c. Every development application or application before a Land Use Board shall include a tree removal and replacement plan which shall include a map drawn to scale showing the location of all trees to be removed and number and location of trees to be replaced. A Qualified Tree Expert's report addressing the factors set forth in Chapter **XXX** § 6 shall be submitted with each application.

§ ____-6: Factors to Address in Granting or Denying a Tree Removal Permit

Factors to be Considered Where Tree Removal is Sought. In deciding whether to issue a Tree Removal and Replacement, the Township Forester shall consider whether tree removal and replacement complies with the provisions of this Ordinance, the prohibitions of tree removal set forth in Chapter XXX, § 4(b)-(c), and the tree replacement requirements set forth in Chapter XXX, § 8. In connection with a development application, an Applicant shall file a written report by a Qualified Tree Expert explaining why the prohibitions set forth in Chapter XXX § 4(b)-(c) are not violated and a plan for tree replacement in accordance with Chapter XXX, § 8.

§ ____-7: Appeal of Denial of Tree Removal Permit

Denial of any application for a Tree Removal Permit may be appealed directly to the Planning Board with written notice to the Secretary of the Planning Board within forty-five (45) days of the denial by the Township Forester. Notice of the appeal shall be delivered to all property owners within 200 feet of the appellant's property line. The Appeal shall be filed with a written report by a Qualified Tree Expert establishing why and how the Applicant has complied with the factors set forth in § 27-25.6.

§ ____-8: Tree Replacement

Every tree removed shall be replaced pursuant to this Chapter. Tree replacement, as approved by the Township Forester, Land Use Board, and/or Township Engineer, shall be required on the removal site as follows:

- a. Tree replacement required by this chapter shall be completed within six months of tree removal unless the Township Forester or Land Use Board grants an extension until the next appropriate planting season if necessary. The size of the Replacement Tree shall be in accordance with Table "A."
- b. In no instance is tree replacement to be considered a penalty, but rather it implements the purposes of this section. Tree replacement shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this section.
- c. If any replacement tree planted pursuant to this section shall die within two years it shall be replaced by the applicant or the property owner within six months and the same shall be viable for the following two (2) years.
- e. Tree Replacement Fund. Pursuant to this section, unless the Township Forester has approved replacement of the removed tree(s) on the permit holder's property in accordance with Table "A," the Township Forester shall condition tree removal upon payment to the Tree Replacement Fund, established hereunder. The Township Forester shall require payment to the Tree Replacement Fund if a person removes a viable tree as

determined by the Township Forester which is not replaced on the same property or Lot.

1. **Tree Preservation and Replacement Fund:** There is hereby established a Tree Replacement Trust Fund dedicated to receive and disburse replacement tree contributions. The Tree Replacement Fund shall be the dedicated repository of all monies paid to the Township pursuant to this Chapter and may also accept contributions for its purposes from private or public sources.
2. The primary purpose of said fund is to provide for the replacement, planting and maintenance of trees on public and private property within the Township (including groundcovers, grasses, ferns, vines, and forbs when they are part of an ecological project using native plants). Professional consultant fees for administrative and/or consultant costs to implement the provisions of this chapter, including but not limited to site inspections, processing of permits, supervision of tree replacement, and enforcement of this Chapter, shall not exceed 30% of the fund.
3. The amount to be paid to the Tree Replacement Fund shall be in accordance with Table “A” upon the approval of the Township Forester.

TABLE A

DBH of Tree	Required Action	Amount to Tree Replacement Fund
2.5"-6"	Replace with one 2.5" inch native non-pesticide/herbicide treated tree with a minimum of 6-feet tall	To be prescribed by Resolution
6"-13"	Replace with either two 4" inch native non-pesticide/herbicide treated trees; or four 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
13"-22"	Replace with either three 4" inch native non-pesticide/herbicide treated tree; or six 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
23"-32"	Replace with either four 4" inch native non-pesticide/herbicide treated tree; or eight 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
Over 33"	Replace with either five 4" inch native	To be prescribed by Resolution

	non-pesticide/herbicide treated tree; or ten 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	
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§ ____-9: Enforcement and Administration

In administering and enforcing this section, the Township Forester, the Township's Construction Official, Zoning Officer, Township Planner, Engineer, Chief of Police, or any other Township officer or designee, is hereby empowered to issue stop work orders whenever a claimed violation of this section is witnessed or reported.

§ ____-10: Violations and Penalties

- a. Any person, firm, partnership, corporation, association, or other legal entity violating any of the provisions of this article shall, upon conviction of such violation, be punished by a fine not to exceed \$2,000 for each offense, in addition to the required mitigation for each tree illegally removed. Each illegally removed or damaged tree shall constitute a separate offense. Violations of this Ordinance shall be heard in the Municipal Court of competent jurisdiction.
- b. The removal of a tree in violation of this section shall automatically suspend any existing tree removal permit(s) associated with a property and freeze the issuance of any future permits until the matter has been resolved and any required tree replacement has been completed. This provision shall be applicable to contractors and/or persons who remove tree(s) without properly registering with the Township in accordance with Chapter 5, § 27.1 *et seq.*

§ ____-11: Severability, Repeal of Inconsistent Ordinances, and Effective Date

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

This section shall take effect upon final passage and publication as required by law.

SUSAN MCCARTNEY, MAYOR

**TAMMY WILLIAMS,
COUNCIL PRESIDENT**

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

INTRODUCED: December 19, 2023

ADOPTED: January 9, 2024

Legislative History

The purpose of this ordinance is to repeal and replace Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and to create a new Chapter of the Township Code for the purpose of protecting trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

**AN ORDINANCE AMENDING CHAPTER 21, SECTION ____ OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 21 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 prohibit the use of gas-powered leaf blowers within
the Township seasonally and then fully on January 1, 2026. The Township has determined that
health and well being of residents and workers and the overall climate supports the provisions
herein.

**II. CHAPTER 21, SECTION _____ ENTITLED DEFINITIONS BE AND IS HEREBY
AMENDED AS FOLLOWS:**

Electric Powered Leaf Blower shall mean a piece of equipment powered by an electric motor
used in yard maintenance.

Gas-Powered Leaf Blower shall mean a piece of equipment powered by a two-stroke or four-
stroke engine using gasoline or a mixture of gasoline and oil blend as fuel and used primarily for
but not exclusively to blow grass clippings and debris, leaves, dirt, etc. often used in yard and
lawn maintenance.

Turbine Blower commonly referred to as a “Buffalo Blower” shall mean a piece of equipment
that is connected to a small tractor, golf cart or other vehicle and is intended to maintain large
parcels of land. It shall be used only on golf courses.

**III. CHAPTER 21, SECTION _____ e ENTITLED PROHIBITED CONDUCT BE AND IS
HEREBY AMENDED AS FOLLOWS:**

The use of Gas-Powered Leaf Blowers, except a Turbine Blower, shall be prohibited within the
Township of West Orange on residential, commercial and Township properties as follows:

1. Gas Powered Leaf Blowers may be permitted March 15 through April 30, 2024;
and October 15 through December 31, 2024.
2. Gas Powered Leaf Blowers may be permitted March 15 through April 30, 2025;
and October 15 through December 31, 2025.
3. Effective January 1, 2026, Gas-Powered Leaf Blowers shall be prohibited
anywhere in the Township for any reason.
4. All Leaf Blowers shall be prohibited from use in the application of chemicals or
products to treat bug or insect infestation.

5. Hours of usage for Leaf Blowers shall be limited to:
 - a) Monday through Friday 7:30 a.m. to 6:00 p.m.
 - b) Saturdays and Sundays 9:00 a.m. to 5:00 p.m.
6. Turbine blowers shall be permitted within the Township.

IV. CHAPTER 21, SECTION _____ ENTITLED EXCEPTIONS BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

In the event of a weather emergency or other emergent circumstances, the Township Emergency Management Coordinator shall be permitted to modify the restrictions of this Ordinance.

No provision herein shall apply to any county, state or federal governmental property.

V. CHAPTER 21, SECTION _____ ENTITLED PENALTIES BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Fines for violation of this Ordinance shall be applicable to both the property owner and any contractor doing work in the Township and shall be fixed by Resolution.

VI. CHAPTER 21, SECTION ____ BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Landscaper Registry

All landscapers working within the Township shall be required to register with the Department of Public Works no later than March 15, 2024 and renewed annually thereafter. A list of registered landscapers shall be accessible on the Township website. The fee for registration shall be fixed by Resolution.

VII. CHAPTER 21, SECTION ____ BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

Violations and Penalties

Any person or entity violating the provisions of this chapter shall be fined as follows, and the violator will be subject to a loss of license to perform work within the Township of West Orange:

- A. First Offense: \$500
- B. Second Offense: \$1,000
- C. Third Offense: \$1,500

VIII. 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.

IX. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such determination shall only apply to those specific section(s), paragraph(s), subparagraph(s), clause(s) or provision(s) and those parts shall be severed. The invalidity thereof shall not affect the remaining parts of this Ordinance which shall be deemed valid and effective..

IX. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

SUSAN McCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED: December __, 2023

ADOPTED: December __, 2023

Approved as to form on the basis of facts provided.

RICHARD D. TRENK, ESQ.
Township Attorney

Legislative History

This Ordinance will prohibit the use of gas-powered leaf blowers within the Township of West Orange seasonally and then fully within a designated time period.

WHEREAS, West Orange has determined that landscaping workers require an amendment to protect and promote the health and well-being of such workers; and

WHEREAS, the science has shown that the noise, particulate matter, gas and oil released unburned, and the fumes from burnt fuel are dangerous to all residents and landscape workers. The use of gas-powered blowers has been directly linked to hearing loss, cancers, dementia, cardiac disease and acute stress. According to the National Academy of Science published in National Institute of Health (NIH) gas powered blowers emit a *“cocktail of gasses, solids, and liquid particles”* with small particulate matter being of the most concern. *“Particles may also afflict the brain via the bloodstream...The immune system can react to particles in the lung or bloodstream, too, triggering widespread inflammation that affects the brain.”* and

WHEREAS, the same noise, fuels, particulate matter, and high velocity winds damage and destroy animal, bird and insect habitats disrupting nature and adversely impacting the health of our pets causing respiratory and other health issues; and

WHEREAS, the EPA states that operating a gas-powered leaf blower for one hour equals the emissions of driving a gas-powered car 1100 miles.

WHEREAS, leaving leaves in landscape beds wherever possible is essential to the survival of beneficial insects;

WHEREAS, mulching leaves and grass clippings generates new soil and provides natural fertilizer to lawns and beds;

WHEREAS, the Township wishes to continue to strengthen its commitment to public health, wellness and environmental sustainability and believes that the proposed amendments will help achieve greater equity and public health; and

WHEREAS, commercial grade battery powered leaf blowers and leaf sweepers have become more readily available, accessible and affordable; and

WHEREAS, the Township believes that the passage of this ordinance will more clearly reflect the needs and values of the West Orange community.

RESOLUTION

WHEREAS, T&T Liquors, Inc., is the holder of Plenary Retail Distribution License No. 0722-44-018-007; and

WHEREAS, T&T Liquors, Inc. t/a Liquor Lobby has made an application for a Place-to-Place Transfer (expansion of premises) at their location, 110 Harrison Avenue, West Orange; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on August 11, 2022 and August 18, 2022 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on December 19, 2023 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Place-to-Place Transfer (expansion of premises) of Plenary Retail Distribution License No. 0722-44-018-007, T&T Liquors, Inc. t/a Liquor Lobby, 110 Harrison Avenue, West Orange, and is hereby approved.

Karen J. Carnevale, R.M.C.
ABC Board Secretary/Municipal Clerk

Tammy Williams, ABC Board Chairperson
Council President

Adopted: December 19, 2023
Effective: December 19, 2023

RESOLUTION

WHEREAS, 440 Main Street, LLC is the holder of Plenary Retail Consumption License No. 0722-33-013-002; and

WHEREAS, Castle Rock Bar & Grill, LLC has made an application for a Person-to-Person Transfer for the above-mentioned license to be located at, 440 Main Street, West Orange; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on October 12, 2023 and October 19, 2023 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on December 19, 2023 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Person-to-Person Transfer of Plenary Retail Consumption License No. 0722-33-013-002, from 440 Main Street, LLC, t/a OAK Barrel Pub, 440 Main Street, West Orange, to Castle Rock Bar & Grill, LLC t/a Castle Rock Bar & Grill, 440 Main Street, West Orange, NJ 07052 is hereby approved.

Karen J. Carnevale, R.M.C.
ABC Board Secretary/Municipal Clerk

Tammy Williams, ABC Board Chairperson
Council President

Adopted: December 19, 2023
Effective: December 19, 2023

RESOLUTION

WHEREAS, DPG Edison LL, LLC is the holder of Plenary Retail Consumption License No. 0722-33-053-002; and

WHEREAS, Fandango Mexican Grill, LLC has made an application for a Person-to-Person and Place to Place Transfer for the above-mentioned license to be located at, 490 Pleasant Valley Way, West Orange; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on October 19, 2023 and October 26, 2023, tax clearance for the transfer was received, and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on December 19, 2023 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Person-to-Person and Place to Place Transfer of Plenary Retail Consumption License No. 0722-33-053-002, from DPG Edison LL, LLC to Fandango Mexican Grill, LLC t/a [REDACTED], 490 Pleasant Valley Way, West Orange, NJ 07052 is hereby approved.

Karen J. Carnevale, R.M.C.
ABC Board Secretary/Municipal Clerk

Tammy Williams, ABC Board Chairperson
Council President

Adopted: December 19, 2023
Effective: December 19, 2023